

COLUMBUS COUNTY BOARD OF COMMISSIONERS**Monday, April 19, 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 their regular scheduled meeting on the third 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**

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

Chairman Bill Memory called the meeting to order at 7:30 P.M. The invocation was delivered by Commissioner Kip Godwin. Everyone in attendance stood and pledged Allegiance to the Flag of the United States of America.

Agenda Item #3: BOARD MINUTES APPROVAL:

Commissioner Norris made a motion to approve the April 5, 2004 Board Minutes, as recorded, seconded by Vice Chairman Dutton. The motion so carried.

INTRODUCTION of NEW ECONOMIC DEVELOPMENT DIRECTOR and NEW PURCHASING DIRECTOR:

Chairman Memory stated he would like to introduce Mr. James Hinkle as the Interim Columbus County Economic Development Director and stated he would be with us during our search for the new permanent Director. I would also like to introduce Mr. Stuart Carroll as the new Columbus County Purchasing Director who started employment today. I would like to welcome both new employees.

Agenda Item #4: CHAF PROGRAM UPDATE:

Floyd Adams, The Adams Company, Incorporated, presented the following update on the Columbus County CHAF Program.

1. We have removed the last three (3) Chris Parker Mobile Homes out of storage;
2. There are two (2) of these mobile homes on the lots; **and**
3. One (1) of these mobile homes is still on the dealer lot.

Updated Title Opinions for CHAF Recipients:

James E. Hill, Jr., Columbus County Attorney, stated the following regarding the Columbus County CHAF Program:

1. We met with Ms. Yolanda Abram with the State last week;
2. The concern expressed by Ms. Abram was that the dollars spent on the houses and the dollars listed on the Deed of Trust were not the same;
3. In order to accomplish the correlation of the figures for the Deeds of Trust and the Promissory notes, there will be forty thousand and 00/100 (\$40,000.00) dollars of attorney fees; **and**
4. We are requesting the Board to send the following letter to the State and request they pay this difference.

April 20, 2004

Mrs. Yolanda Abram
North Carolina Redevelopment Center
20325 Mail Service Center
Raleigh, North Carolina 27699-0325

**Subject: Deed of Trust & Promissory Note
Columbus County CHAF Program**

Dear Mrs. Abram:

Thank you for meeting with our CHAF Program Task Force Committee last week to review the status of Deeds of Trust and Promissory Notes. We feel there are many factors involved in the current status of why these documents do not closely correlate with the expenditures on each home, but we believe this is not the issue at hand. This project, based on size alone is not the norm. Our desire is to meet your expectations, provide the required documents and close the project out as a successful venture between the State, Columbus County and the benefitting citizens. We feel we are very near meeting this goal.

Columbus County understands that the State requires the Deed of Trust and the Promissory Note to match the exact amount of funds spent on the homes repaired in the CHAF program. We are willing to provide updated documents that meet this requirement. However, we feel that whether this work was done as the project progressed or at this later date, this should be an eligible expense of the project. Per our discussion with the County's attorney, we estimate the costs to be approximately \$40,000.00. This cost is not presently available in our budget.

According to your information, all other communities had one Deed of Trust and Promissory Note prepared. Columbus County was not willing to gamble on the owners signing their Deed of Trust and Promissory Note upon completion of the work. We are rather surprised that all of the other communities took this gamble and were successful in getting the signatures. We know that a bank's typical loan procedure requires two closings. The first closing is held prior to construction and the second upon completion of construction. We feel this method is the proper procedure. Unfortunately, this procedure requires an additional fee from the attorney. Due to the large number of clients in our project, the total cost is a significant factor.

We feel we are very near completion of this project. Our desire is to wrap up the paperwork and close out a successful project. As long as we know what documents are needed, we are comfortable that we can accomplish everyone's final objective. However, we need your cooperative efforts to help us meet these goals. Funding to provide the required activities is an important part of this cooperative effort. Again, we are very willing to provide everything you require and look forward to a successful project at closeout. Please let us know regarding your efforts to assist us with funding for preparation of these documents.

We plan to expedite this process as soon as we hear from you regarding funding.

Sincerely,
/s/ Bill Memory
Chairman

c.c. David Kelly, State Redevelopment Center
Jim Hill, County Attorney
C. E. Wilson, Commissioner
Billy Farmer, County Administrator
M. Floyd Adams, Administrator

Vice Chairman Dutton made a motion to approve the letter to be forwarded to Ms. Yolanda Abram who is with the State, requesting the additional forty thousand and 00/100 (\$40,000.00) dollars, seconded by Commissioner Wilson. The motion so carried.

Agenda Item #5: CDBG CONCENTRATED NEEDS GRANT # 03- C-1089:

Floyd Adams, The Adams Company, Incorporated, requested Board approval of the following:

April 14, 2004

Mr. Bill Memory
Columbus County
111 Washington Street
Whiteville, North Carolina 28472

Subject: 2003 Columbus County CDBG-CN Relocation

Dear Chairman Memory:

My office has compiled the needed information to proceed with one of the relocations in the County's program. Listed below is the cost to replace the existing home along with the fixed moving allowance.

<u>Unit No.</u>	<u>Owner</u>	<u>Cost</u>	<u>Unit Type</u>	<u>Moving Allow</u>	<u>Total Benefit</u>
1) 00-11	Ricky Shipman 111 Henry Jones Sr., Dr. Whiteville, NC 28472	\$60,320	On-Frame Modular	\$650	\$60,970

The price stated above does not include the demolition cost for the present home. Please review and upon approval, sign below and return to this office. If you have any questions, please do not hesitate to call me at 910-293-2770.

Sincerely,
/s/ M. Floyd Adams, P.E.
C.D. Director

MFA/thj

/s/ Bill Memory

Vice Chairman Dutton asked Mr. Adams if this money was being spent in Columbus County. Mr. Adams replied stating that as much of the money that could be spent in Columbus County is being done so.

Commissioner Godwin asked Mr. Adams if the guidelines required these mobile homes to be put on permanent foundations. Mr. Adams replied stating the guidelines did not require a permanent foundation and the money amount allotted for each one was not inclusive of that expense.

Commissioner Godwin asked Mr. Adams if it was too late to make the request of these mobile homes to be placed on a permanent foundation. Mr. Adams, replied stating yes it was too late.

Chairman Memory stated that everyone involved in this program and the necessary Columbus County personnel needed to make sure the people stayed on the positive side of their property taxes.

Vice Chairman Dutton made a motion to approve the buyout price of sixty thousand nine hundred seventy and 00/100 (\$60,970.00) dollars for Ricky Shipman, as presented by Floyd Adams, seconded by Commissioner Norris. The motion so carried.

Agenda Item #6: CDBG CONCENTRATED NEEDS GRANT # 03-C-1089:

Floyd Adams, The Adams Company, Incorporated, requested Board approval of the following two (2) items:

- A. Amendment to the original contract to reflect the remaining allocation of funds:

AGREEMENT AMENDMENT NO. 1
FOR
2003 CDBG ADMINISTRATIVE AND HOUSING SERVICES
BETWEEN
THE COUNTY OF COLUMBUS

AND
THE ADAMS COMPANY, INC.

THIS AGREEMENT AMENDMENT NO. 1, made this 19th day of April, 2004 by and between the Board of Commissioners of Columbus County for itself and its successors and assigns, hereinafter referred to as the OWNER, and The ADAMS COMPANY, Inc., North Carolina for itself and its successors and assigns, hereinafter referred to as the CONSULTANT hereby amends the original AGREEMENT and subsequent AGREEMENT AMENDMENTS by changing the following Sections:

SECTION A - PROGRAM DESCRIPTION

The Consultant shall perform all of the lawful duties and responsibilities of the Owner as may be allowed by law and under the terms and conditions of the grant program, whether it is either state or federal and which is either related to funding or expenditures for this project. These duties or responsibilities shall be all of those except those that cannot be delegated and those which are listed as extras or excluded duties under the original contract (2003 CDBG Administrative Housing Services between the parties hereto).

The proposed activities of the 2003 CDBG Program which are included in this Agreement are as follows:

- a. Residential rehabilitation - 4 units
- b. Residential relocation - 5 units
- c. Acquisition/Clearance - 7 units
- d. 7,200 LF of 6" water mains with appurtenances

SECTION D - COMPENSATION FOR SERVICES

4. The OWNER shall compensate the CONSULTANT for basic administrative services the lump sum of seventy two thousand six hundred and no/100 dollars (\$72,600.00). Payment for administrative services shall be correlated with the total grant funds expended as a percentage of the total grant award (less administrative fees). Amounts shall be invoiced monthly.
5. The OWNER shall compensate the CONSULTANT for technical housing services the lump sum of thirty four thousand five hundred and no/100 dollars (\$34,500.00). A sum equal to 100% of the compensation for each unit shall be paid upon award of each unit. Amounts shall be invoiced monthly.
6. All payments due the CONSULTANT shall be paid in full on or before the tenth day of the month following the date of the bill.
7. The CONSULTANT shall complete the proposed activities within 30 months provided sufficient rehabilitation contractors are available.
8. In the event that additional construction beyond the scope of the proposed work is necessary or possible, an addendum to be agreed upon by the OWNER and CONSULTANT shall be executed establishing the amount of additional compensation.
9. Payment for any additional engineering, inspection, survey or other technical services shall be based on the existing corporate fee schedule at the time of service.

THE OWNER AND THE CONSULTANT hereby agree to the full performance of the covenants contained herein and that all other portions of the original AGREEMENT remain in full force and effect.

IN WITNESS WHEREOF they have executed this Agreement on the date and year first above written.

COUNTY OF COLUMBUS

ATTEST:

OWNER:

By: /s/ June B. Hall

By: /s/ Bill Memory

Typed Name June B. Hall

Typed Name Bill Memory

Title Clerk

Title Chairman

(SEAL)

THE ADAMS COMPANY, INC.

ATTEST:

CONSULTANT:

By: /s/ Tammy H. Jones

B: /s/ M. Floyd Adams

Typed Name Tammy H. Jones

Typed Name M. Floyd Adams

Title Notary

Title President

(SEAL)

- 10. Approval of contract for engineering and inspection services for approximately seven thousand two hundred (7,200) liner feet of water line along Old Stake Road:

AGREEMENT
 FOR
 2003 CDBG ENGINEERING/INSPECTION SERVICES
 BETWEEN
 THE COUNTY OF COLUMBUS
 AND
 THE ADAMS COMPANY, INC.

THIS AGREEMENT, made this 19th day of April, 2004 by and between the Board of Commissioners of Columbus County for itself and its successors and assigns, hereinafter referred to as the OWNER, and The ADAMS COMPANY, Inc., North Carolina for itself and its successors and assigns, hereinafter referred to as the CONSULTANT:

WHEREAS, the OWNER has been funded under the North Carolina Community Development Block Grant (CDBG) Program; and

WHEREAS, the OWNER desires services of the CONSULTANT to provide engineering, inspection, and surveying; and

WHEREAS, the OWNER selected and negotiated this contract with The ADAMS COMPANY, Inc. in response to the OWNER'S "Request for Proposals" dated February 13, 2003.

NOW, THEREFORE, the OWNER and the CONSULTANT in consideration of mutual covenants hereinafter set forth, agree as follows:

SECTION A - PROGRAM DESCRIPTION

The proposed activities of the 2003 CDBG Program which are included in this Agreement are as follows:

- 1. 7,200 LF of water improvements

SECTION B - ENGINEERING/INSPECTION SERVICES

The CONSULTANT agrees to furnish for the above named major construction work, services as hereinafter enumerated:

- 1. Perform necessary investigation for the design of the project (not to include right-of-way survey, utility site survey, acquisition survey, severance survey, easement survey, permit survey, and topographic survey), prepare detailed plans, specifications and contract documents, apply for standard permits (DEM, DHS, DOT, sedimentation and Erosion) all in accordance with the intent of the grant agreement between the OWNER and DCA.

2. Attend and conduct bid openings, prepare and certify tabulation of bids, and make recommendations as to contract award.
3. Review and approve the Contractor's schedule of amounts for contract payment and certify partial payments to the Contractor.
4. Conduct monthly site visits to review progress and conformance of work with the contract documents, plans and specifications.
5. Review contractor payrolls on a weekly basis to insure compliance with the Davis-Bacon Act. Payroll reviews shall include conducting employee interviews on the contractor's workers at least once every three weeks. The ENGINEER shall provide documentation of the contractor's compliance for the OWNER'S files.
6. Provide copies of the detailed plans and specifications as required by prospective bidders (prospective bidders will be charged directly for plans and specifications) and not to exceed five (5) copies for execution and construction documents.
7. Construction stakeout is not included in this Agreement.
8. Provide a resident inspector for the purpose of inspecting the work as it proceeds. The performance of any Contractor is not guaranteed. Inspection services shall be provided for the contract period only, and any resident inspection beyond that period will be considered an additional service.
9. Be available for daily coordination with the OWNER'S resident inspector. This does not include daily site visits.
10. Additional services shall be as per the existing corporate rate schedule at the time of service. Additional services may be authorized by the Board of Commissioners. Additional services may include, but shall not be specifically limited to, the following:
 - a) Redesigns requested by the OWNER after final plans have been accepted by the OWNER, except redesigns to reduce the project cost to within the funds available.
 - b) Preparation for or appearances before courts or boards on matters of litigation or hearings related to the project.
 - c) All surveying and related services to include but not limited to:
 - 1) All property line and right of way recovery and/or survey.
 - 2) Right of way, utility site and other acquisition or severance surveys and coordination (coordination prior to preliminary acquisition notice).
 - 3) Topographic survey.
 - 4) Construction stakeout.
 - d) Subsurface soil investigations, soil borings, special geological investigations; pile installation monitoring; hydraulic investigations; laboratory test; similar special investigation, testing and reports.
 - e) Special permits to include but not limited to:
 - 1) CAMMA
 - 2) Wet Lands
 - 3) Corps of Engineers
 - 4) NPDES

- f) Environmental Impact Statement.
 - g) Inspection services beyond the original specified contract construction period.
 - h) Preparation of operation and maintenance manuals.
 - l) All respective services resulting from a change in activities by program amendment or other means.
- 11 This contract may be amended at any time to include any additional consulting services requested under this CDBG program.
- 12 The CONSULTANT shall report directly to the OWNER for administration of this agreement.

SECTION C - OWNER'S RESPONSIBILITIES

11. The OWNER shall furnish the CONSULTANT in a timely manner with copies of pertinent correspondence relating to the project.
12. The OWNER shall provide full information as to requirements for work performed by the CONSULTANT.
13. The OWNER shall give prompt consideration to recommendations and work submitted by the CONSULTANT.
14. The OWNER shall be responsible for all legal fees, real estate appraisal fees, newspaper advertisement fees, audit fees, permit fees, encroachment fees, register of deed fees, and other similar fees not directly associated with performance of the CONSULTANT responsibilities defined by this Agreement.
15. The OWNER will bear all costs incident to compliance with the requirements of this section.
16. The OWNER will give prompt notice to the CONSULTANT whenever OWNER observes or otherwise becomes aware of any defect in the project or changed circumstances.
17. The OWNER will guarantee access to and make provisions for the CONSULTANT to enter upon private property as required for the CONSULTANT to perform his services.
18. The OWNER will administer this agreement directly with the CONSULTANT. The Program Administrator will not administer this agreement.

SECTION D - COMPENSATION FOR SERVICES

1. The OWNER shall compensate the CONSULTANT for basic engineering services the lump sum of eight thousand eight hundred and no/100 dollars (\$8,800.00). A sum equal to 80% of the total compensation shall be due upon completion of plans and specifications. A sum equal to 90% of the total compensation shall be paid immediately upon award of construction contracts. The remaining 10% shall be paid on a monthly basis utilizing the percentage of payments to the contractor. Amounts shall be invoiced monthly.
2. The OWNER shall compensate the CONSULTANT for basic resident inspector services the lump sum of seven thousand two hundred and no/100 dollars (\$7,200.00). Monthly payments shall be made based upon the percentage of the payments to the contractor. Amounts shall be invoiced monthly.
3. All payments due the CONSULTANT shall be paid in full on or before the tenth day of the month following the date of the bill.
4. The CONSULTANT shall complete the proposed activities within 30 months.
5. In the event that additional construction beyond the scope of the proposed work is necessary or possible, an addendum to be agreed upon by the OWNER and CONSULTANT shall be

executed establishing the amount of additional compensation.

- 6 Payment for any additional engineering, inspection, survey or other technical services shall be based on the existing corporate fee schedule at the time of service.

SECTION E - GENERAL CONDITIONS

- A. Executive Order 11246 - Equal Employment Opportunity. The CONSULTANT shall comply with all applicable provisions of Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR, Part 60). During the performance of this contract, the CONSULTANT agrees as follows:
- a) The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - b) The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - c) The CONSULTANT will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the CONSULTANT commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d) The CONSULTANT will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - e) The CONSULTANT will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contacting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - f) In the event of the CONSULTANT noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - g) The CONSULTANT will include the provisions of Paragraphs through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided,

however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

B. Nondiscrimination on the Basis of Handicap - Section 504 of the Rehabilitation Act of 1973 as Amended

No qualified handicapped person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance.

3. Access to Records & Record Retainage

The North Carolina Department of Natural Resources and Community Development, the North Carolina Department of the Treasurer, U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Administering Agency which are pertinent to the execution of this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions for a period of three years following project close out in compliance with 15 NCAC 13L Rule .0911, Recordkeeping.

4. "Section 3" Compliance in the Provision of Training, Employment, and Business Opportunities

CONSULTANT agrees as follows:

- a) The work to be performed under the contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 42 U.S.C. 14151. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b) The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c) The CONSULTANT will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d) The CONSULTANT will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135 and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the

applicant or recipient, its Engineers and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to sanctions as are specified by CFR Part 135.

5. Termination Provision - Legal Remedies Provision

The CONSULTANT and OWNER mutually agree as follows:

- a) This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this agreement through no fault of the terminating party: Provided, that no such termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.
- b) This Agreement may be terminated in whole or in part in writing by the OWNER for its convenience, provided, that such termination is for good cause (such as for legal or financial reasons, major changes in the work of program requirements, initiation of a new Step) and that the CONSULTANT is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.
- c) If termination for default is effected by the OWNER, an equitable adjustment in the price provided for in this Agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment to the CONSULTANT at the time of termination may be adjusted to the extent of any additional costs occasioned to the OWNER by reason of the CONSULTANT default. If termination for default is effected by the CONSULTANT or if termination for convenience is effected by the OWNER, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the CONSULTANT for services rendered and expense incurred, prior to the termination, in addition to termination settlement cost reasonably incurred by the CONSULTANT, relating to commitments which had become firm prior to the termination.
- d) Upon receipt of a termination action pursuant to Paragraphs (a) or (b) above, the CONSULTANT shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to the OWNER all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONSULTANT in performing this Agreement, whether completed or in process.

6. Nondiscrimination Clause - Section 109, Housing & Community Development of 1974.

No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title.

7. Nondiscrimination Clause - Civil Rights Act of 1964, Title VI

No person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity which receives federal funds.

8. Age Discrimination Act of 1975, As Amended Nondiscrimination on the Basis of Age

No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance.

9. Conflict of Interest - Interest of Members, Officers, or, Employees of the Recipient, Members of Local Governing Body, or Other Public Officials.

No member, officer, or employee of the recipient, or its agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during the tenure or for one year thereafter, shall have any financial interest, either

direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. Immediate family members, officers, employees, and officials are similarly barred from having any financial interest in the program. The recipient shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.

- 10 The OWNER and the CONSULTANT each binds themselves, their successors, legal representatives and assigns to the other party to the Agreement and to the successors, legal representatives and assigns of such other party in respect to all covenants of this Agreement. Except as above, neither the OWNER or the CONSULTANT shall assign or transfer his interest in this Agreement without written consent of the other.

THE OWNER AND THE CONSULTANT hereby agree to the full performance of the covenants contained herein.

IN WITNESS WHEREOF they have executed this Agreement - the date and year first above written.

COUNTY OF COLUMBUS

ATTEST:

By: /s/ June B. Hall
 Typed Name: June B. Hall
 Title: Clerk

By: /s/ Bill Memory
 Typed Name: Bill Memory
 Title: Chairman

(SEAL)

THE ADAMS COMPANY, INC.

ATTEST:

By: /s/ Tammy H. Jones
 Typed Name: Tammy H. Jones
 Title: Notary Public

By: /s/ M. Floyd Adams
 Typed Name: M. Floyd Adams
 Title: President

(SEAL)

Agenda Item #7: ADVANTAGE HOSPICE and HOME CARE PRESENTATION:

Dee Patrick, Volunteer Coordinator and Educator for Advantage Hospice, stated the following:

1. I would like to introduce my supervisor, Ms. Mindy Davis;
2. Everyone tends to associate Hospice with cancer only, but we serve patients with diseases of the lungs, kidneys, fatal thrive and dementia;
3. Normally, the patients we serve have six (6) months or less to live;
4. We provide comfort care, not curative cure;
5. We have had patients for up to two (2) years;
6. We have three (3) levels of care;
 - A. Routine care;
 - B. Respite care; **and**
 - C. In patient care.
7. The staff services are as follows:
 - A. A nurse visits once a month;
 - B. CNA services provided four (4) hours a day;
 - C. Social worker visits two (2) times a month;
 - D. Chaplain visits once a month;
 - E. Volunteers are in an out; **and**
 - F. Bereavement services for up to one (1) year or longer.
8. We primarily bill Medicare;
9. If the patient does not have Medicare, then we bill Medicaid; **and**
10. We do not turn anyone away.

Commissioner McKenzie asked what the qualifications were to be entitled to this service. Ms. Patrick replied stating someone needs to call the office and notify them of the situation. The office staff will visit and do an assessment and then the determination will be made.

Ms. Mindy Davis stating, in addition to Ms. Patrick, the qualifications for this service included the following:

1. A person has a terminal diagnosis;
2. A prognosis of six (6) months or less to live; **and**
3. Have received treatment and rejected curative care.

Ms. Davis stated they served Columbus County, Bladen County, Fayetteville, Lumberton, Smithfield and Dunn.

Commissioner Jacobs asked how many people were they serving now. Ms. Patrick replied stating they were presently serving eighteen (18) patients.

Commissioner Godwin asked what the source of their funds were. Ms. Patrick replied stating they received donations from the families of deceased patients which was placed into an indigent fund for the people who had no source of income. We accept donations from anyone who wishes to make them and we apply for grants that are available to us.

Commissioner Godwin stated there was a Senior Picnic scheduled for May 11, 2004 at the Columbus County Fairgrounds and you may want to set up a booth as a service provider.

Agenda Item #8: EARLY RETIREMENT/INSURANCE PRESENTATION:

Deleted from Agenda.

Agenda Item #9: EMERGENCY SERVICES - APPROVAL of a HAZARD MITIGATION GRANT APPLICATION:

Ronnie Hayes, Emergency Services Director, requested Board approval of the following Designation of Applicant's Agent Resolution for a Hazard Mitigation Grant Application in the amount of twenty-one thousand and 00/100 (\$21,000.00) dollars for the purpose of updating our present Hazard Mitigation Plan.

DESIGNATION OF APPLICANT'S AGENT

BE IT RESOLED BY Board of Commissioners of Columbus County THAT Ronnie B. Hayes, Emergency Services Director, is hereby authorised to execute for and in behalf of Columbus County, a public entity established under the law of the State of North Carolina, this application and to file it in the appropriate State office for the purpose of obtaining certain Federal financial assistance under the Disaster Relief Act (Public Law 288, 93th Congress) or otherwise available from the President Disaster Relief Fund.

THAT Columbus County, a public entity established under the laws of the State of North Carolina, hereby authorizes its agent to provide to the State and to the Federal Emergency Management Agency (FEMA) for all matters pertaining to such Federal disaster assistance the assurance and agreements printed on the reverse side hereof. **(This information will be on file in the Office of the Clerk to the Board for review.)**

Passed and approved the 19th day of April, 2004.

Ronnie B. Hayes, Emergency Services Director

CERTIFICATION

I, June B. Hall, duly appointed and Clerk to the Board of Columbus County, do hereby certify that the above is a true and correct copy of a resolution passed and approved by the County Commissioner of Columbus County on the 19th day of April, 2004.

Date: 02-19-2004

Commissioner Godwin made a motion to approve the Designation of Applicant's Agent, by Resolution, subject to James E. Hill, Jr.'s, Columbus County Attorney, review, seconded by Commissioner Norris. The motion so carried.

Agenda Item #10: SOCIAL SERVICES - DEPARTMENTAL UPDATE:

Ms. Marva Scott, Social Services Director, presented the following Department Update to the Board for the Columbus County Social Services Department.

The Department of Social Services Staff has:

1. Provided day care subsidy for a monthly average of 906 working families at an annual cost \$2,094,190.30.
2. Issued \$534,521.00 work of food assistance monthly to an average of 7,042 families and children, elderly and disabled adults.
3. Certified or decertified an average of 2,282 adults for medicaid.
4. Enrolled or decertified 884 cases for North Carolina Health Choice.
5. Provided 5,719 individuals with a one-time cash benefit to assist with heating expenses in the Energy Program (LIEAP) at a cost of \$175,300.00.
6. Provided assistance for heating and cooling emergencies for 1,144 households for a total cost of \$125,614.00.
7. Monitored 208 Program Integrity cases, received 407 referrals for investigation and collected \$172,222.73 in fraud.
8. Helped 144 Work First families become employed.
9. Provided enhanced care services to 60 residents of adult care homes.
10. Helped transport 222 elderly disabled and low income individuals to medical services monthly at a cost of \$89,960.96.
11. Provided special assistance to 3 aged persons monthly.
12. Ordered by the Court to take custody of 15 children (54 children served).
13. Investigated 445 reports of child abuse/neglect our of 674 reported.
14. Served 54 children through home based services.
15. Licensed or re-licensed 9 foster homes. Trained 39 individuals to become foster parents.
16. Achieved permanent homes for 13 children through adoption.
17. Investigated 94 reports of abuse, neglect and exploitation of disabled adults.
18. Court appointed guardian for 10 individuals.
19. Collected \$4,346,393.00 in child support payments for children.

Commissioner McKenzie asked Ms. Scott how many workers she had lost in the past year. Ms. Scott replied stating there had been several and the general trend is, we spend a large sum of money getting new employees trained and once they are trained, they may stay for nine to ten (9-10) weeks and leave due to the lack of decent pay. We need to give some type of incentive to our employees, especially the night social workers for Child Welfare. I am recommending for consideration that we offer an incentive of one thousand to one thousand five hundred and 00/100 (\$1,000.00 - \$1,500.00) dollars per year for our employees who we supply training for, and this incentive would be offered after the employee has agreed to sign a contract agreeing to work for Columbus County for five (5) years after training. We presently have twelve to thirteen (12-13) Child Welfare workers.

Chairman Memory stated the Department of Social Services plays a significant role in the economy of Columbus County by the clients expending their money at businesses located within.

Agenda Item #11: AGING - APPOINTMENT to the COLUMBUS COUNTY DEPARTMENT of AGING ADVISORY COUNCIL:

Ed Worley, Aging Director, recommended the appointments of Mr. Laddie McKenzie, 4655 Joe Brown Highway, Whiteville, North Carolina 28472, Telephone: (910) 648-4102, to the Columbus County Department of Aging Advisory Council to fill the unexpired term of Lloyd Best who is now deceased.

Commissioner Norris made a motion to appoint Mr. Laddie McKenzie to the Columbus County Department of Aging Advisory Council to fill the unexpired term of Lloyd Best who is now

deceased, with term expiring June 30, 2005, seconded by Commissioner McKenzie. The motion so carried. This appointment is in Commissioner McKenzie's district.

Agenda Item #12: COMMITTEE APPOINTMENTS:

A. Equalization and Review Board:

Commissioner Norris appointed Phillip C. Cox, 8405 Swamp Fox Highway East, Tabor City, North Carolina 28463, Telephone: (910) 653-3027, to the Equalization and Review Board to fill the unexpired term of Clyde Gore, who has resigned, with an indefinite term.

B. Southeastern Economic Development Commission:

Commissioner Wilson reappointed Robert H. White, 100 Acie Shipman Road, Whiteville, North Carolina 28472, Telephone: (910) 640-1982, to the Southeastern Economic Development Commission for a four (4) year term, with term expiring 04-01-2008.

Commissioner Godwin made a motion to appoint James Hinkle, Interim Economic Development Director, 111 Washington Street, Whiteville, North Carolina 28472, Telephone: (910) 640-6608, to the Southeastern Economic Development Commission for a four (4) year term, with term expiring 04-01-2008, seconded by Commissioner Jacobs. The motion so carried.

Agenda Item #13: CONSENT AGENDA ITEMS:

A. Budget Amendment:

TYPE	ACCOUNT	DETAILS	AMOUNT
Expenditure	50-410-7540	Property Betterment and Addition	\$11,159
Revenue	50-300-2826	Appropriation of Operating Reserve	\$11,159

B. Tax Refunds and Releases:

Commissioner Norris made a motion to approve the following Tax Refunds and Releases, seconded by Commissioner Wilson. The motion so carried.

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

Agenda Item #14: COMMENTS:

A. Public:

Chairman Memory opened the floor up for any comments from the Public. The following people spoke.

1. **James Register:** I am here tonight to discuss the Waccamaw River problem as follows:
 - a. The Waccamaw River is greatly being neglected;
 - b. This River drains Chadbourn, Clarkton and Whiteville;
 - c. This body of water of is the main drainage for Columbus County;
 - d. We need to go beyond snagging and dragging as has been performed;
 - e. Over the last several years, three to four (3-4') feet of river bottom has been lost due to several hurricanes washing the dirt and silt away from trees, thus causing the trees to fall into the river, thus preventing free flow of the water;
 - f. If something is not done, and done shortly, we will end up with an useless river for drainage, fishing and any other use; **and**
 - g. I am requesting the Board of Commissioners to get on board, as leaders, and help to find funds to assist in correcting this problem.

Chairman Memory asked Donna Register, Soil and Water Conservation, if she knew of any Corps of Engineers' funds that were available for this type project and if we had a river keeper. Ms.

Register replied stating that she did not know of any funds for type of project and we do have a river keeper which is Hamp Shuping from South Carolina and his main interest has been in the South Carolina portion of Waccamaw River and not in the North Carolina portion.

Chairman Memory asked Ms. Register to check on the availability of funds with the Corps of Engineers and Billy Joe Farmer, County Administrator to send a letter to Hamp Shuping for action to occur in the North Carolina portion of Waccamaw River.

Vice Chairman Dutton recommended a Resolution be prepared to send to Congressman Mike McIntyre's office asking for assistance with this project and a reply to the same.

After further discussion was conducted by the Board members, it was decided this project might entail federal legislation to be enacted.

Vice Chairman Dutton made a motion for June B. Hall, Clerk to the Board, to prepare a Resolution to forward to Senator Elizabeth Dole, Senator Mike McIntyre and Senator John Edwards of the United States Congress for assistance with the project and request a reply to the same, seconded by Commissioner Norris. The motion so carried.

2. **Doug Klier:** I am presenting Petitions for the Removal of Mandatory Water Connections in Columbus County with one hundred twenty-three (123) additional names and as of April 19, 2004, there is a total of one thousand five hundred sixty-three (1,563) names.
3. **Noah David Long:** A variety of options have been presented to you in lieu of the mandatory water hookups. We demand that mandatory water hookup be removed and freedom of choice be restored. We have been asked to back off and I have presented this question to this organization, and the answer is no. I am a veteran of the United State Air Force and one thing they taught me was we must work through the hard part to get the best part. Get use to us. We, the people, are watching you.

C Administrator:

Billy Joe Farmer, County Administrator, asked for the County Commissioners' response to the memorandum distributed by June B. Hall, Clerk to the Board, regarding attendance at the Legislative Briefing and Reception at the Sheraton Capital Center Hotel and North Carolina Museum of History, Raleigh, North Carolina on May 19, 2004. It is my opinion this is an advantageous event to attend.

In addition, we have been asked to participate in sponsoring a dinner for the legislators with New Hanover, Brunswick and Pender Counties.

After lengthy discussion was conducted by the Board, Commissioner Norris made a motion for Columbus County to participate in sponsoring the dinner with New Hanover, Brunswick and Pender Counties, seconded by Commissioner Godwin. The motion carried by the following vote:

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

AGENDA ADD-ONS:

2. Proclamation - Motorcycle Awareness Month 2004:

Commissioner Kipling Godwin, based on Sam Noble's recommendation, requested Board approval and adoption of the following Proclamation.

MOTORCYCLE AWARENESS MONTH 2004
by the COLUMBUS COUNTY BOARD of COMMISSIONERS
PROCLAMATION

WHEREAS, motorcycle riding is a popular form of recreation and transportation for thousands of people across the State and nation; **and**

WHEREAS, the safety of motorcycle riders should be of great concern to all motor vehicle operators; **and**

WHEREAS, it is especially important that the citizens of our State be aware of motorcycles on the streets and highways and recognize the importance of motorcycle safety; **and**

WHEREAS, all motorcycle organizations, clubs, dealerships, groups and highway safety officials should join in actively promoting safe operation, increased rider training, improved licensing efforts and motorist awareness; **and**

WHEREAS, during May, all highway users should unite in the safe sharing of roadways throughout the State of North Carolina.

NOW, THEREFORE, we, the Columbus County Board of Commissioners, do hereby proclaim May, 2004 as **“MOTORCYCLE AWARENESS MONTH”** in Columbus County, and urge our citizens to commend its observance.

ADOPTED this the 19th day of April, 2004.

COLUMBUS COUNTY BOARD OF COMMISSIONERS
/s/ **BILL MEMORY, Chairman**

ATTESTED BY:
/s/ **JUNE B. HALL, Clerk to Board**

Commissioner Godwin made a motion to approve and adopt the Motorcycle Awareness Month 2004 Proclamation, seconded by Commissioner Norris. The motion so carried.

Jerry LaBlanc, Head of Public Relations for the Concerned Bikers Association, thanked the County Commissioners for adopting the Proclamation and stressed the importance of all drivers to respect motorcyclists.

3. Economic Development - Establish Public Hearing Date for Incentive Contract for Atlantic Corporation:

James E. Hill, Jr., Columbus County Attorney, requested the Board set a Public Hearing date for the Incentive Contract for Atlantic Corporation and I am recommending that the date be set for May 3, 2004, at 7:00 P.M., in the Dempsey B. Herring Courthouse Annex, 112 West Smith Street, Whiteville, North Carolina 28472.

Commissioner Wilson made a motion to establish a Public Hearing date for the Incentive Contract for Atlantic Corporation on May 3, 2004, at 7:00 P.M., in the Dempsey B. Herring Courthouse Annex, 112 West Smith Street, Whiteville, North Carolina 28472, seconded by Commissioner Godwin. The motion so carried.

TAX REFUNDS and RELEASES (See Agenda Item #13.B.

**TAX REFUNDS (as submitted to the Governing Body Office from the Tax Office):
April 19, 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	Bellamy, Martha		Refund value of property that does not exist. Make check payable to Ivory Simpson. Check including interest paid ((6.62) should be \$30.95.				
		\$24.33	\$3,500.00	1999	13-0190	639	\$24.33
	406 S. Martin Luther King Ave. Whiteville, N.C. 28472						
Refunds	Bellamy, Martha		Refund value of property that does not exist. Check should be payable to Ivory Simpson. Total check including interest (4.20) paid should be \$29.40.				
		\$25.20	\$3,500.00	2000	13-0190	8144	\$25.20
	406 S. Martin Luther King Ave. Whiteville, N.C. 28472						
Refunds	Bellamy, Martha		Refund value of property and the Columbus Rescue fee that does not exist. Make check payable to Ivory				

								Simpson. Total check including interest paid (.56) should be \$28.56
		\$27.30	\$3,500.00	2001	13-0190	8146	\$28.00	
406 S. Martin Luther Ave. Whiteville	NC	28472						
Refunds	Brookbank, Samuel H.							Refund half of the user fee. This is a summer home. Approved by Solid Waste.
		\$0.00	\$0.00	2003	06-0312	3081	\$88.50	
935 Forest Lake Dr. Ashboro	NC	27205						
Refunds	Davis, J.B.							Refund the value of a old house and the Whiteville Rescue fee, that has been torn down. Make check payable to Cynthia Kelly. Refund of user fee approved by Solid Waste.
		\$96.72	\$12,400.0	2001	01-1978	8806	\$174.20	
P.O. Box 35183 Houston	Texas	35183						
Refunds	Davis, J.B.							Refund the value of a old house and the Whiteville Rescue fee, that has been town down. Make check payable to Cynthia Kelly. Refund of user fee approved by Solid Waste.
		\$96.72	\$12,400.0	2002	01-1978	6565	\$186.12	
P.O. Box 35183 Houston	Texas	77235						
Refunds	Davis, J.B.							Refund the value of a old house and the Whiteville Rescue fee, that has been torn down. Make check payable to Cynthia Kelly. Refund approved by Solid Waste.
		\$96.72	\$12,400.0	2003	01-1978	3597	\$186.12	
P.O. Box 35183 Houston	Texas	77235						
Refunds	Davis, J.B.							Refund the value of a old house for the Town of Brunswick. The house has been torn down. Make check payable to Cynthia Kelly,
		\$68.20	\$12,400.0	2001	01-1978	2561	\$68.20	
P.O. Box 35183 Houston	Texas	77235						
Refunds	Davis, J.B.							Release the value of a old house for the Town of Brunswick that has been torn down. Make check payable to Cynthia Kelly.
		\$68.20	\$12,400.0	2002	01-1978	4180	\$68.20	
P.O. Box 35183 Houston	Texas	77235						
Refunds	Davis, J.B.							Refund the value of a old house for the Town of Brunswick that has been town down. Make check payable to Cynthia Kelly.
		\$68.20	\$12,400.0	2003	01-1978	7470	\$68.20	
P.O. Box 35183 Houston	Texas	77235						
Refunds	Flynn, Floyd W.							Refund the user fee on a house that is vacant. Refund approved by Solid Waste.
		\$0.00	\$0.00	2003	15-1400	3904	\$177.00	
2057 Neils Eddy Rd. Reigelwood	NC	28456						
Refunds	George, Richard							Refund user fee on house that is vacant. Approved by Solid Waste.
		\$0.00	\$0.00	2003	14-0578	4064	\$177.00	
C/O Joseph A. George, 1658 Curn Clarkton	NC	28433						
Refunds	Kirby, William M.							Refund user fee on can that has been picked up. Approved by Solid Waste.
		\$0.00	\$0.00	2003	15-2258	4849	\$177.00	
3971 Livingston Chapel Rd. Delco	NC	28436						
Refunds	Plowman, Walter S.							Refund user fee on a house that is still under construction. Approved by Solid Waste.
		\$0.00	\$0.00	2003	07-0242	5642	\$177.00	
7128 Howey Bottoms Rd. Indian Trail	NC	28079						
Refunds	Shelley, Cornie							Refund user fee on vacant house. Approved by Solid

		Waste.					
3887 Cedar Grove Rd. Cerro Gordo	NC 28430	\$0.00	\$0.00	2003	10-1532	6038	\$177.00
Refunds	Stocks, Ava B.	Refund user fee on house that is vacant. Approved by Solid Waste.					
C/I Edison Creech Jr. Prosperity,	29 Holiday Acres S.C. 29127	\$0.00	\$0.00	2003	08-0428	6389	\$87.00

**TAX RELEASES (as submitted to the Governing Body Office from the Tax Office):
April 19, 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	Kirksey, Ron		Release the value of a house, the Whiteville Rescue fee (2.32) and the Bolton Fire fee (6.96). The house burned in 1995. Release of user fee approved by Solid Waste.				
		\$90.48	\$11,600.0	2003	04-0980	48512	\$186.76
Property	Lane, Joseph T.		Release the property value, the Hallsboro Fire fee (2.70) and the Columbus Rescue fee (.90) that is double listed in the name of Elaine Gore.				
		\$35.10	\$4,500.00	2003	11-1538	48814	\$38.70
Property	Lane, Joseph T.		Release the property value and the Hallsboro Fire fee on property that is double listed in the name of Elaine Gore.				
		\$21.84	\$2,800.00	1996	11-1538	53843	\$23.52
Property	Lane, Joseph T.		Release the property value and the Hallsboro Fire fee that is double listed in the name of Elaine Gore.				
		\$31.28	\$4,700.00	1997	11-1538	51954	\$33.98
Property	Lane, Joseph T.		Release the property value and the Hallsboro fire fee that is double listed in the name of Elaine Gore.				
		\$31.28	\$4,500.00	1998	11-1538	56703	\$33.98
Property	Lane, Joseph T.		Release the property value and the Hallsboro Fire fee that is double listed in the name of Elaine Gore.				
		\$31.28	\$4,500.00	1999	11-1538	18690	\$33.98
Property	Lane, Joseph T.		Release the property value, and the Hallsboro Fire fee that is double listed in the name of Elaine Gore.				
		\$32.40	\$4,500.00	2000	11-1538	99930	\$35.10
Property	Lane, Joseph T.		Release the property value, the Hallsboro Fire fee (2.70) and the Columbud Rescue fee (.90) that is double listed in the name of Elaine Gore.				
		\$35.10	\$4,500.00	2001	11-1538	426	\$38.70
Property	Lane, Joseph T.		Release the property value, the Hallsboro Fire fee (2.70) and the Columbus Rescue fee (.90) that is double listed in the name of Elaine Gore.				
		\$35.10	\$4,500.00	2002	11-1538	78314	\$38.70
Property	Smith, George L.		Release the value of a boat, the Cerro Gordo Fire fee (.86) and the Columbus Rescue fee (.17). Mr. Smith has never owned a boat.				
		\$6.71	\$860.00	2003	16-0042	61645	\$8.51
Property	Smith, Sallie		Release the property value for the Town of Brunswick that is double listed in the name of J.B. Davis.				
		\$22.00	\$4,000.00	2000	01-8656	42768	\$22.00
Property	Smith, Sallie		Release the property value for the Town of Brunswick that is double listed in the name of J.B. Davis.				
		\$22.00	\$4,000.00	2003	01-8656	74899	\$22.00
Property	Smith, Sallie		Release the property value for the Town of Brunswick				

				that is double listed in the name of J.B. Davis.		
		\$22.00	\$4,000.00	2001 01-8656 25799	\$22.00	
Property	Smith, Sallie			Release the property value for the Town of Brunswick that is double listed in the name of J.B. Davis.		
		\$15.30	\$3,000.00	1996 01-8656 1617	\$15.30	
Property	Smith, Sallie			Release the property value for the Town of Brunswick that is double listed in the name of J.B. Davis.		
		\$20.40	\$4,000.00	1999 01-8656 1940	\$20.40	
Property	Smith, Sallie			Release the property value for the Town of Brunswick that is double listed in the name of J.B. Davis.		
		\$20.40	\$4,000.00	1998 01-8656 1829	\$20.40	
Property	Smith, Sallie			Release the property value for the Town of Brunswick that is double listed in the name of J.B. Davis.		
		\$20.40	\$4,000.00	1997 01-8656 1726	\$20.40	
Property	Smith, Sallie			Release the property value and the Whiteville Rescue fee that is double listed in the name of J.B. Davis.		
		\$22.80	\$3,000.00	1994 01-8656 47955	\$23.40	
Property	Smith, Sallie			Release the property value and the Whiteville Rescue fee that is double listed in the name of J.B. Davis.		
		\$23.40	\$3,000.00	1995 01-8656 19489	\$24.00	
Property	Smith, Sallie			Release the property value and the Whiteville Rescue fee that is double listed in the name of J.B. Davis.		
		\$23.40	\$3,000.00	1996 01-8645 64847	\$24.00	
Property	Smith, Sallie			Release the property value and the Whiteville Rescue fee that is double listed in the name of J.B. Davis.		
		\$27.80	\$4,000.00	1997 01-8656 63126	\$28.60	
Property	Smith, Sallie			Release the property value and the Whiteville Rescue fee that is double listed in the name of J.B. Davis.		
		\$27.80	\$4,000.00	1998 01-8656 68333	\$28.60	
Property	Smith, Sallie			Release the property value for the Town of Brunswick that is double listed in the name of J.B. Davis.		
		\$22.00	\$4,000.00	2002 01-8656 4371	\$22.00	
Property	Smith, Sallie			Release the property value and the Whiteville Rescue fee that is double listed in the name of J.B. Davis.		
		\$27.80	\$4,000.00	1999 01-8656 30790	\$28.60	
Property	Smith, Sallie			Release the property value and the Whiteville Rescue fee that is double listed in the name of J.B. Davis.		
		\$28.80	\$4,000.00	2000 01-8656 12384	\$29.60	
Property	Smith, Sallie			Release the property value and the Whiteville Rescue fee that is double listed in the name of J.B. Davis.		
		\$31.20	\$4,000.00	2001 01-8656 13277	\$32.00	
Property	Smith, Sallie			Release the property value and the Whiteville Rescue fee that is double listed in the name of J.B. Davis.		
		\$31.20	\$4,000.00	2002 01-8656 91355	\$32.00	
Property	Smith, Sallie			Release the property value and the Whiteville Rescue fee that is double listed in the name of J.B. Davis.		
		\$31.20	\$4,000.00	2003 01-8656 62063	\$32.00	
Property	Smith, Sallie			Release the property value for the Town of Brunswick that is double listed in the name of J.B. Davis.		
		\$13.50	\$3,000.00	1994 01-8656 1413	\$13.50	
Property	Smith, Sallie			Release the property value for the Town of Brunswick that is double listed in the name of J.B. Davis.		
		\$20.12	\$3,000.00	1995 01-8656 1512	\$20.12	
Property	Ward, Mark			Release the value of a house and the Columbus Rescue fee that burned March 8, 2001. Release of		

							user fee approved by Solid Waste.
		\$125.58	\$16,100.0	2002	03-2590	96945	\$305.80
Property	Ward, Mark						Release the value of a house, the Nakina Fire fee (12.88) and the Columbus Rescue fee (3.22) that burned March 8, 2001. Release of user fee approved by Solid Waste.
		\$125.58	\$16,100.0	2003	03-2590	67705	\$318.68
User Fee	Batten, Kim C.						Release user fee on vacant house. Approved by Solid Waste.
		\$0.00	\$0.00	2002	14-0173	58561	\$177.00
User Fee	Batten, Kim C.						Release user fee on vacant house. Approved by Solid Waste.
		\$0.00	\$0.00	2003	14-0173	28775	\$177.00
User Fee	Brigman, Sarah						Release user fee on house that is vacant and has no electricity. Approved by Solid Waste.
		\$0.00	\$0.00	2003	06-0240	30647	\$177.00
User Fee	Davis, Wilton						Release user fee. There is no trash can at this address. Approved by Solid Waste.
		\$0.00	\$0.00	2003	03-0468	36173	\$177.00
User Fee	Kelly, Larry						Release user fee on house that is vacant. Approved by Solid Waste.
		\$0.00	\$0.00	2003	15-2219	48212	\$177.00
User Fee	Larrimore, Marvin						Release user fee. Customer using a commercial hauler. Approved by Solid Waste.
		\$0.00	\$0.00	2003	13-0401	48932	\$87.00
User Fee	Larrimore, Marvin						Release user fee. Customer using a commercial hauler. Approved by Solid Waste.
		\$0.00	\$0.00	2003	13-0191	48931	\$177.00
User Fee	Larrimore, Marvin						Release both user fees. Customer using a commercial hauler. Approved by Solid Waste.
		\$0.00	\$0.00	2003	13-2300	48936	\$354.00
User Fee	Lennon, Perry						Release user fee. There are no trash cans at this address. Approved by Solid Waste.
		\$0.00	\$0.00	2003	12-1584	49435	\$177.00
User Fee	Lennon, Perry						Release user fee. No trash can at this address. Approved by Solid Waste.
		\$0.00	\$0.00	2002	12-1584	78918	\$177.00
User Fee	Prevatte, Wanda						Release user fee on old home that is used for storage. Approved by Solid Waste.
		\$0.00	\$0.00	2003	16-1252	57160	\$177.00
User Fee	Reeves, Leo						Release user fee that is double listed in the name of Dorothy Reeves. Approved by Solid Waste.
		\$0.00	\$0.00	2003	03-1868	58154	\$177.00
User Fee	Scarborough, Taft (Heirs)						Release user fee on house that is vacant and has no electricity. Approved by Solid Waste.
		\$0.00	\$0.00	2003	01-0100	59594	\$177.00
User Fee	Scarborough, Taft (Heirs)						Release user fee on house that is vacant and has no electricity. Approved by Solid Waste.
		\$0.00	\$0.00	2002	01-0100	88894	\$87.00
User Fee	Shaw, Teresa						Release user fee. Trash can has been picked up. Approved by Solid Waste.
		\$0.00	\$0.00	2003	13-3626	60351	\$177.00

At 8:33 P.M., Vice Chairman Dutton made a motion to adjourn, seconded by Commissioner Norris. The motion so carried.

APPROVED:

JUNE B. HALL, Clerk to Board

BILL MEMORY, Chairman