

**COLUMBUS COUNTY BOARD OF COMMISSIONERS**

Monday, June 20, 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 two (2) Public Hearings and their regular scheduled meeting on the third Monday.

**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**  
 Darren L. Currie, **Assistant County Manager**  
 June B. Hall, **Clerk to Board**

**APPOINTEE ABSENT:**

Roxanne Coleman, **Finance Officer**

**PUBLIC HEARING #1**

**5:30 P.M.:** **Columbus County Proposed 2005-2006 Proposed Operating Budget:** the purpose of this Public Hearing is to receive oral or written comments from any person who wishes to be heard on the Budget.

**PUBLIC HEARING OPENED:**

At 5:30 P.M., Commissioner Norris made a motion to open the Public Hearing, seconded by Commissioner Dutton. The motion so carried.

Chairman Jacobs stated the purpose of the Public Hearing is to receive oral or written comments from any person who wishes to be heard on the Columbus County Proposed 2005-2006 Proposed Operating Budget. The following people spoke:

1. **Vice Chairman Kip Godwin (for Robert Adams):** stated the following:
  - A. Mr. Adams could not be present tonight at the meeting and he requested that I relay this information to the Board;
  - B. Please consider setting the property tax rate at sixty-eight (\$.68) cents to seventy-two (\$.72) cents per one hundred (\$100) dollars property valuation; **and**
  - C. You need to trim the departmental budgets as much as you can.
2. **Ricky Williamson:** stated the following:
  - A. You do not need to cut the five (5%) percent increase for the County employees you have included in the Budget;
  - B. Leave the one hundred seventy-seven (\$177) dollars Solid Waste Fee at that rate;
  - C. I live on Princess Anne Road and we are experiencing problems with garbage not being picked up for four (4) days and the water line being cut by the Department of Transportation and it took three (3) days to fix this water line. I would like to commend Leroy Sellers for all the hard work he done to get this water line repaired; **and**
  - D. I would like for the Board to consider reducing the property tax rate to seventy-two (\$.72) cents or seventy-three (\$.73) cents.
3. **Stephen Michael Smith:** stated the following:
  - A. Columbus County Government should withdraw from being a direct provider of home care services;
  - B. Columbus County is only one of very few remaining in North Carolina that continues to be a direct provider;
  - C. Columbus County Department of Aging is the lead agency for the CAP (Community Alternatives Program), which can be an appropriate role going forward;
  - D. By being the lead agency and a direct provider, it puts DOA in a conflict of interest by "self-dealing", which they do by consistently referring only to thier own home care agency, and not to any of the other 25 agencies in Columbus County;
  - E. By being a direct provider of home care services, it also creates a liability for Columbus County. Recoupments to Medicaid are common in home care services

- due to service, billing and technical problems;
- F. A statewide study showed that the actual costs of providing CAP and PCS (Personal Care Services) to be in excess of \$15.00 an hour. The current approved reimbursement rate is \$14.40. Columbus County DOA only bills Medicaid \$12.00+. Columbus County taxpayers appear to be subsidizing these Medicaid programs.
  - G. Further, DOA is using this subsidized lower rate to steer clients to their agency by offering them inappropriate and possibly illegal inducements to use their agency. Medicaid has already stated that agencies can charge the Allowable rate of \$14.40 and not be punished for that;
  - H. And possibly most important, Columbus County Government is using county tax dollars to compete with the private sector. Columbus County is served by 25 other home care agencies, all whom are equally licensed. Across the state and nation, the provision of home care is a function of the private sector;
  - I. These private sector providers have invested their personal resources and are at risk. For the County to compete with them is unfair and what equates to a hidden, targeted tax;
  - J. Columbus County DOA should plan an orderly transition of their clients and workers to these 25 private home care providers, and continue to be the CAP Lead Agency if they choose to, using a fair rotating system of referrals;
  - K. Given the current ease of entry into these programs, a sale of this agency is not practical. Certificate of need does not apply here. Caregivers and clients change agencies routinely among private agencies where illegal inducements are not offered.
  - L. Columbus County Home Health Agency, of the Columbus County Health Department, should be divested in an organized sale, considering the highest bidder and qualifications;
  - M. Very few county Health Departments continue to provide Medicare-Certified Home Health Services, as it has also become a function of the private sector, for the same reasons cited above;
  - N. The risks associated with operating a Medicare-Certified Home Health Program are even greater for the County;
  - O. There are many highly qualified private providers already serving Columbus County, and many more that would be willing to do by a sale (NOTE: The writer or anyone associated with him would not be a bidder.);
  - P. Columbus Regional Healthcare System would be a logical buyer of the Columbus County Home Health Agency (The writer does not represent them in any way.); **and**
  - Q. Given the current market, the sale of the Home Health Agency could generate millions of dollars that could go back into the General Fund of the County, or into a Special Health Care Trust Fund, earmarked for special projects designated by the County.

Commissioner Prevatte asked Mr. Smith what illegal inducements were. Mr. Smith replied stating they were enticements to clients to persuade them to utilize a certain agency.

Commissioner McKenzie stated the clients' benefits would have to be reapplied for if they should decide to go to a private agency, and, Mr. Smith, do you think that would be fair to the clients.

Commissioner Memory stated that no action would be taken on the Budget tonight, and the Board will need another Budget Workshop scheduled before the Budget is finalized.

- 4. **Harry Foley (private citizen):** Has the 2005 - 2006 Budget been released yet for public inspection. Darren L. Currie, Assistant County Manager, replied stating yes.
- 5. **Kim Smith (Columbus County Health Department Director):** stated the following:
  - A. I would like to differentiate between Personal Care Services and Home Health Services;
  - B. Personal Care Services entail performing baths, personal needs, etc., after someone has visited the home and done an assessment to determine what, indeed, is needed;
  - C. Home Health Services entail the services for home-bound clients with skilled services such as IV therapy, dressing of open wounds, etc.; **and**
  - D. The Columbus County Department of Aging provides Certified Nursing Assistants to perform Personal Care Services.

Commissioner McKenzie asked Ms. Smith what is the level of care these programs provide. Ms. Smith replied stating the level of care depends on the assessment that has been performed for

each client.

6. **Marva Scott:** Will the changes that I recommended, to the Columbus County Department of Social Services' Budget, be made before the next meeting? Vice Chairman Godwin replied stating the recommended changes would be taken under consideration, but the Board is not ready to finalize the Budget until we can determine what the tax rate will be, and that will determine what we can do. Chairman Jacobs concurred with Vice Chairman Godwin.

**PUBLIC HEARING CLOSED:**

At 5:59 P.M., there being no further comments, Commissioner Memory made a motion to close the Public Hearing, seconded by Commissioner Norris. The motion so carried.

**PUBLIC HEARING #2**

**6:00 P.M.:** **Closing of Lady Thompson Road:** the purpose of this Public Hearing is to receive any comments from all persons having any interest in the proposed road closing.

At 6:00 P.M., Vice Chairman Godwin made a motion to open the Public Hearing, seconded by Commissioner Prevatte. The motion so carried.

Chairman Jacobs stated the purpose of the Public Hearing is to receive any comments from all persons having any interest in the proposed road closing. The following people spoke.

1. **Benton Walton, Attorney-at-Law:** stated the following:
  - A. This is a clean up procedure for the previous actions of the Board of Commissioners and the Department of Transportation in the closing of this road;
  - B. I represent Charles and Edward Caines who own the majority of the land surrounding this road; **and**
  - C. I have an Order that will need approval by the Board and signed to finalize this closing of Lady Thompson Road.
2. **Vice Chairman Godwin:** stated the following:
  - A. The Lady Thompson Road is an unpaved dead-end road;
  - B. There was a serious problem with illegal dumping on this road;
  - C. Chuck Stanley, Solid Waste Officer, helped clean this area up, but it happened again; **and**
  - D. This is a practical and straightforward matter.

**PUBLIC HEARING CLOSED:**

At 6:09 P.M., Commissioner Norris made a motion to close the Public Hearing, seconded by Commissioner Dutton. The motion so carried.

**REGULAR SESSION**

**6:30 P.M.:**

**Agenda Items #1 and #2: MEETING CALLED TO ORDER and INVOCATION:**

At 6:30 P.M., Chairman Jacobs called the meeting to order. The invocation was delivered by Commissioner Memory. Everyone in attendance stood and pledged Allegiance to the Flag of the United States of America which was led by Commissioner David L. Dutton, Jr.

**Agenda Item #3: BOARD MINUTES APPROVAL:**

Commissioner McKenzie made a motion to approve the following Board Minutes, as recorded, seconded by Commissioner Prevatte. The motion so carried.

1. May 23, 2005 Regular Session Board Minutes;
2. May 26, 2005 Regular Session Board Minutes;
3. June 06, 2005 Regular Session Board Minutes; **and**
4. June 06, 2005 Columbus County Water and Sewer District I Board Minutes.

**Agenda Item #4: SOUTHEASTERN REGIONAL MENTAL HEALTH, DEVELOPMENTAL DISABILITIES AND SUBSTANCE ABUSE**

**SERVICES - UPDATE on MENTAL HEALTH REFORM and DISCUSS USE of the FACILITY on JEFFERSON STREET:**

- Ms. Sharon Prevatte, Area Director, stated the following:
1. We wish to thank you for the support you have given to the Southeastern Regional Mental Health, Developmental Disabilities and Substance Abuse Services;
  2. We wish to extend our thanks to Commissioner Wilson and Commissioner Godwin for serving their appointment to our board.;
  3. We would also like to thank you for the nice renovation in the building we occupy in Columbus County, and we will continue to need this facility for eighteen to twenty-four (18-24) months;
  4. We will be downsizing soon;
  5. We have received a grant from Kate B. Reynolds for a Crisis Center at Southeastern Regional Healthcare Center in Lumberton, and this will mean a much shorter time for the Sheriff's deputies to be traveling in commuting patients;
  6. We are moving our services to private providers, and according to a state mandate, they must be within thirty (30) minutes or thirty (30) miles from the patient's residence;
  7. We will still be the first point of contact;
  8. The patient will get to choose the provider from the list we will provide them;
  9. We will be authorizing the services, but not directly delivering the services;
  10. We will monitor the providers;
  11. The state and local dollars will come through the local agency;
  12. We are already starting to divest;
  13. Columbus County has thirty-six (36) positions out of seventy (70); **and**
  14. Presently, this reform is in the middle of the transition.

Vice Chairman Godwin stated this organization was doing a great job, this is a difficult time, and we are fortunate to have this agency located in Columbus County.

Commissioner McKenzie and Commissioner Prevatte asked what would happen to the remainder of the three hundred sixteen (316) present employees that were not retained. Ms. Prevatte replied stating any position that could be filled with these employees would be filled, and they were trying to find employment for the other employees in doctor offices, hospitals, etc.

**Agenda Item #5: ECONOMIC DEVELOPMENT - DISCUSSION:** Jeff Etheridge, Chairman of the Columbus County Committee of 100, would like to present discussion on economic development.

**Omit.**

**UPDATE on POTW PROJECT for WRIGHT CORPORATION:**

Chairman Jacobs requested Billy Joe Farmer, County Manager, to deliver an update on the POTW Project for Wright Corporation. Mr. Farmer stated the following:

1. At the June 16, 2005 Budget Workshop, it was determined that the additional \$400,000 needed to complete this project could not be derived from the Budget;
2. It was requested for me to prepare an incentive package for Wright Corporation and bring this information back to the Board at this meeting;
3. We have to have a commitment for \$400,000 before we can give the Notice to Proceed with this project;
4. We can take the Columbus County Incentive Policy and treat Wright Corporation as if they were coming to Columbus County and be legal;
5. This will leave us eight (8) months to get this amount of money funded;
6. Wright Corporation has agreed to put the dollars up front and make this legal; **and**
7. I had handed out a rough draft of the incentive we have prepared for Wright Corporation as follows:

**WRIGHT CORPORATION**

As of June 20, 2005 - Employees:	114
Taxes Paid in 2004 - Real and Personal:	\$130,563.78

2005

Taxes Value for Land:	\$2,253,100.00
(Business, Personal):	\$11,408,415.00
(Per 2004)	

TOTAL PROJECTED VALUE:	\$13,661,515.00
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Incentive - 5 Years - Based on Tax Value:

1 <sup>st</sup> Year	85%
2 <sup>nd</sup> Year	80%
3 <sup>rd</sup> Year	75%
4 <sup>th</sup> Year	70%
5 <sup>th</sup> Year	70%

Wright Chemical has 759.55 Acres

Projected Incentive 2005

First year:	\$87,092.00
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Effective Tax Rate: \$ .95

Vice Chairman Godwin asked if after five (5) years, would Columbus County recoup the entire investment. Mr. Farmer replied stating yes.

Vice Chairman Godwin asked if Wright Corporation had agreed to this incentive. The representative from Wright Corporation replied stating yes they had agreed to this incentive as stated.

Commissioner Dutton requested that Mr. Farmer provide an explanation to the public relative to this project so they could understand what was going on. Mr. Farmer stated the following:

1. This is a publicly owned wastewater treatment facility that was started several years ago;
2. In order to get the necessary funding, this project had to be handled this way;
3. The required match has been met by Wright Corporation, and so far, they have committed to \$394,000.00; **and**
4. Due to the length of time it has taken for this project to be done, prices have escalated and additional funding is needed to complete this project.

Commissioner Prevatte made a motion to approve the incentive as presented by Billy Joe Farmer, County Manager, contingent on approval of the attorney, seconded by Commissioner Memory. The motion so carried.

**Agenda Item #6: TRANSPORTATION - APPROVAL of CONTRACT EXTENSION with LAIDLAW TRANSIT:**

Charles Patton, Director, requested Board approval of the following contract extension with Laidlaw Transit.

North Carolina  
Columbus County 371

This Modification Agreement is made and entered into this 1<sup>st</sup> day of July, 2005, by and between Columbus County, hereinafter referred to as "CC", and Laidlaw Transit Services, Inc., hereinafter referred to as "Laidlaw".

WITNESSETH

WHEREAS, the parties have heretofore entered into a certain contract dated July 1, 2002, and

WHEREAS, the parties desire to modify said Agreement.

NOW, THEREFORE, the parties do hereby stipulate, covenant and agree to the following modifications:

LIDLAW will bill participating agencies for year 4 (07/07/2005 thru 07/30/2006) of the contract for transportation provided at the rate of \$0.88 per vehicle mile within Columbus County, and \$26.00 per hour, out of county, based on an assumption of 380,000 annual miles, for service provide during the hours of 6:00 A.M. to 6:00 P.M. Monday through Friday, subject to revisions in governing laws, regulations, or taxes, with the following condition attached:

- 1. Increase in the average per-gallon price of fuel paid each month over a base fuel price of \$.9545 per gallon will be compensated by an increase in the mileage rate paid to Laidlaw as follows:
  - a. For every \$0.05 increase in the per-gallon price, the mileage reimbursement rate will increase by \$0.005 per mile.
  - b. For every \$0.05 decrease in the per-gallon, the mileage reimbursement rate will be decreased by \$0.005 per mile.

Except as herein modified, the terms and conditions of said contract remain in full force and effect.

In Witness Whereof, the parties have duly executed this Modification Agreement this day and year first above written.

Columbus County  
BY: /s/ SAMMIE JACOBS  
Title: Commissioner Chair

Laidlaw Transit Services, Inc.  
BY: /s/ BEVERLY EDWARDS  
Title: Vice President

Commissioner Memory made a motion to approve the contract extension with Laidlaw Transit, seconded by Commissioner Norris. The motion so carried.

**Agenda Item #7: TRANSPORTATION - APPROVAL of CONTRACT with PECK ADVERTISING AGENCY:**

Charles Patton, Director, requested Board approval of the following contract with Peck Advertising Agency.

**TRANSIT VEHICLES ADVERTISING AGREEMENT**

**THIS AGREEMENT**, made and entered into this 1st day of July, 2005 by and between Peck and Associates of 4018 Oleander Dr., Wilmington, NC and Columbus County Transportation (a local government entity created and by virtue of the State of North Carolina (hereinafter referred to as "CC").

**WITNESSETH:**

**WHEREAS**, "CC" operates a transit service known as the Columbus County Transportation and;

**WHEREAS**, Peck and Associates wishes to place advertising panels on various vehicles owned, leased, and operated by "CC".

**NOW THEREFORE**, in consideration of the mutual benefits to "CC" and Peck and Associates the parties hereto agree and contract one with another as follows:

- 1. Peck and Associates shall have the following obligations and responsibilities:
  - A. Co-ordinate, produce, design, and procure advertising from various entities wishing to advertise on "CC" vehicles.
  - B. Pay for all production costs incurred in the design, production, and installation of advertising.
  - C. Pay all expenses associated with the removal of advertising and reapplication of "CC" lettering, logos, and vehicle numbers on vehicles utilized in the advertising process.
  - D. Utilize in such advertising only vinyl panels affixed directly to the "CC" vehicles in such a manner that the removal thereof will not damage nor deface such vehicles in any fashion.
  - E. Affix no advertising mounted anywhere other than where the parties agree upon on the vehicles and place in such a manner that will not change the silhouette of the vehicle. CC has the right to decline anyone wishing to advertise.
  - F. Extinguish and clean all advertising from the vehicles at such time as this Agreement

- expires or is terminated and in any event not more than ten (10) working days from the termination thereof, without damage to others.
- G. Peck and associates will replace any worn or damage ad. In the event a bus is involved in an accident "CC" is responsible for half of the replacement cost of the ad.
  - H. Pay to "CC" 50% of leased rental space realized during the first year hereof, 50% of leased rental space realized during the second year thereof and 50% of leased rental space realized during the third year thereof
  - I. Commence payments to "CC" on the 1st day of the first month after commencement of such advertising and shall pay on a monthly basis thereafter.
  - J. Furnish to "CC" a list of all advertisers and gross amounts paid by such advertisers to Peck and Associates on a quarterly basis and at such other times as "CC" shall request.
  - K. Keep and maintain proper records of all services provided and charges made under this Agreement and, at its expense, provide an annual audit to "CC" in such form and containing such information as shall demonstrate gross profits to Peck and Associates arising out of this agreement and the individual agreements between Peck and Associates and its advertisers which pertain thereto.
  - L. Include a provision in each of its advertising contracts which prohibits the assignment of the contract or any portion thereof, without written approval of CC.
  - M. Peck and Associates agrees to lease space only for advertising for which has first been approved by "CC". "CC" retains the right to reject any and all ads.
2. "CC" shall be responsible for the following obligations:
- A. Refer all inquiries received from companies and/or agencies with regard to advertising on transit vehicles to Peck and Associates.
  - B. Permit Peck and Associates, at no expense, to place blanket advertising on specified "CC" vehicles for the purpose of selling advertising space to prospective customers of Peck and Associates, subject to approval of "CC".
  - C. Have final approval on all proposed advertising, which approval shall include, but not be limited to, the advertiser, subject matter, art, and phraseology prior to the production and/or display of such advertising on "CC" vehicles.

It is anticipated that this Agreement shall remain in full force and effect for a period of three years. However, either party may terminate without cause upon 90 days prior written notice and payment shall be made by Peck and Associates to "CC" through the termination date. "CC" may terminate for cause upon 90 days prior written notice and payment shall be made by Peck and Associates to "CC" through the termination date. Additionally, Peck and Associates understands that "CC" may have its funding reduced or terminated and therefore be unable to operate its system. In such event, this agreement shall automatically terminate and payment shall be made by Peck and Associates to "CC" through and including the actual termination date and removal of advertising.

In the event of such and at such time as this Agreement is terminated by either party in accordance with the foregoing provisions, "CC" shall not be responsible for reimbursement of fees paid by Peck and Associates advertisers nor shall it be liable to Peck and Associates or its advertisers in any manner whatsoever.

This Agreement may not be assigned without the prior written consent of the other party. Any modification or amendment to this Agreement shall be in writing and signed by the parties with the same formality as this Agreement.

This Agreement shall take effect on July 1st, 2005 and shall be in effect through FY2008 (the 31st of June, 2008.)

Peck and Associates shall indemnify and hold "CC" harmless from any and all damages it/they might suffer pertaining to liability arising out of the operation of this Agreement, including but not limited to, any and all claims, litigation, demands, debts, obligations, and charges, including attorney fees incurred in defending such claims. Such indemnification additionally and specifically pertains to liability arising out of actual or alleged infringement of patent or patent rights, trade names, trademarks, service marks, copyrights and/or invasion of privacy. Peck and Associates shall maintain insurance covering any and all such possible incidents of liability in an amount up to \$500,000. Peck and Associates shall provide proof of such insurance to "CC" prior to the placement of advertising on "CC" vehicles as well as proof of continuous coverage at such times as premiums are

due and payable or when otherwise called upon by "CC" to render such proof

IN WITNESS WHEREOF the parties have set their hands and seals the day and year first above written.

**COLUMBUS COUNTY TRANSPORTATION (SEAL)**

**BY:** \_\_\_\_\_  
**Sammie Jacobs, Chairman, Columbus County Commissioners**

**Peck and Associates**

**BY:** \_\_\_\_\_  
**John M. Peck, Owner**

James E. Hill, Jr., former Columbus County Attorney, stated he did review this agreement and discovered that The Peck Agency was not a legal agency according to the State, and this agreement would need to be amended to read "John Peck, DBA, The Peck Agency in all the places The Peck Agency appears, in order for it to be valid.

Commissioner Dutton made a motion to approve the Transit Vehicles Advertising Agreement between John Peck, DBA, The Peck Agency and Columbus County Transportation, inclusive of the amended language as stated by former Columbus County Attorney, James E. Hill, Jr., seconded by Commissioner McKenzie. The motion so carried.

**Agenda Item #8: EMERGENCY SERVICES - APPROVAL of LEASE AGREEMENT with COLUMBUS COUNTY SCHOOLS:**

Ronnie Hayes, Director, requested Board approval of the following Lease Agreement for three (3) acres of land to place a County communications tower.

This instrument prepared by: James E. Hill, Jr., Hill & High, L.L.P.

STATE OF NORTH CAROLINA  
COUNTY OF COLUMBUS

**L E A S E**

**THIS LEASE**, made and entered into this the 31<sup>st</sup> day of May, 2005, by and between the **COLUMBUS COUNTY BOARD OF EDUCATION**, hereinafter called the party of the first part or the Lessor, and **COLUMBUS COUNTY**, a **body politic**, hereinafter called the party of the second part or the Lessee, both of Columbus County, North Carolina.

**WITNESSETH**

That subject to the terms and conditions herein stated, the party of the first part doth hereby let and lease unto the said party of the second part, and the party of the second part doth hereby accept as a tenant of the party of the first part a certain tract, parcel, and lot of land lying in Bug Hill Township, Columbus County, North Carolina, being more particularly as follows:

**BEING** all of that 3.00 acres, more or less, as shown and delineated on a plat entitled, "Columbus County Emergency Services", prepared by Soles and Walker, P.A., P.L.S., bearing date of April 06, 2005, and being recorded in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_, Columbus County Registry. Reference is hereby made to said plat for more clarity and particularity of Description.

The terms and conditions of the said Lease are as follows:

This Lease shall begin on June 1, 2005 and unless continued or terminated sooner, shall exist for a period of twenty-five (25) years.

The rental paid by the said part of the second part to the party of the first part shall be the sum of One and No/100 (\$1.00) Dollar per year, payable in advance.

The party of the second part hereby agrees to accept the said premises in "its" present condition, and the party of the first part hereby agrees to allow the party of the second part to erect certain towers on the said premises for the operation of the party of the second part and its E-911 Center.

That should the E-911 Center cease to operate on the said premises, then this Lease shall terminate upon ninety (90) days notice of either party notifying the other party of their intent to terminate the said Lease.

**IN WITNESS WHEREOF**, the said party of the first part, has caused this Lease to be executed in its official name, by its Chairman, and attested by the Secretary to the Board, all duly given by the Columbus County Board of Education the day and year first above written.

(SEAL)

**COLUMBUS COUNTY BOARD OF EDUCATION**

By: \_\_\_\_\_  
**ROGER DALE WARD, Chairman**

ATTEST:

**THOMAS A. NANCE, Secretary**

James E. Hill, Jr., former Columbus County Attorney, stated this Lease did not need to be signed by the Board, it only needed approval.

Commissioner Memory made a motion to approve the Lease between the Columbus County Board of Education and Columbus County, seconded by Commissioner Prevatte. The motion so carried.

**Agenda Item #9: CAPITAL PROJECT ORDINANCE - COLUMBUS COUNTY DETENTION CENTER ADDITION:**

Gail Edwards, Project Manager, requested Board approval of the following Capital Project Ordinance for the Columbus County Detention Center Addition.

Chairman Jacobs stated that Gail Edwards could not be present and this was a bookkeeping matter.

**COLUMBUS COUNTY  
DETENTION CENTER ADDITION  
CAPITAL PROJECT ORDINANCE  
Adoption Date: June 20, 2005**

**BE IT ORDAINED** by the Board of Commissioners of the County of Columbus, North Carolina, that pursuant to Section 159-13.2 of the General Statutes of North Carolina, the Capital Project Ordinance is **HEREBY ADOPTED**:

**SECTION 1.** The project authorized is the Columbus County Detention Center Addition.

**SECTION 2.** The project director is hereby directed to proceed with the construction of the Detention Center Addition.

**SECTION 3.** The project will be executed in full during fiscal years 05/06 and 06/07.

**SECTION 4.** The following **revenues** are anticipated to be available to the County to complete the project as of July 1, 2005.

ACCOUNT NUMBER	TITLE	AMOUNT
64-340-0000	RBC Centura Loan	\$7,200,000.00
<b>TOTAL:</b>		<b>\$7,200,000.00</b>

**SECTION 5:** The following amounts are appropriated for the project:

ACCOUNT NUMBER	TITLE	AMOUNT
64-520-0400	Professional Services/Architect	\$325,000.00
64-520-5700	Misc. Expense / Soil Testing	\$50,000.00
64-520-7100	Land	

64-520-7200	Buildings	
64-520-9999	Contingency	\$325,000.00
64-520-7300	Construction	\$6,500,000.00
<b>TOTAL:</b>		<b>\$7,200,000.00</b>

**SECTION 6:** The Finance Officer is directed to report quarterly on the financial status of this project. She shall keep the Governing Body informed at each regular meeting of any unusual occurrences.

**SECTION 7:** Copies of the Capital Project Ordinance shall be made available to the Budget Officer and the Finance Officer for directions in carrying out this project.

**ADOPTED** this the 20th day of June 2005.

**COLUMBUS COUNTY BOARD OF COMMISSIONERS:**

/s/ SAMMIE JACOBS, Chairman

**ATTESTED BY:**

/s/ JUNE B. HALL, Clerk to Board

Commissioner Memory made a motion to approve the Capital Project Ordinance, Columbus County Detention Center Addition, seconded by Commissioner Norris. The motion so carried.

**Agenda Item #10: SHERIFF - DEPARTMENTAL UPDATE:**

Sheriff Christopher Batten delivered the following Departmental Update to the Board.

1. The Columbus County Sheriff's Office employees 103 people. We have 65 sworn personnel and 38 non-sworn. The sworn personnel are involved in several different areas of expertise including patrol, detective, and narcotics divisions. Sworn personnel are also placed in court bailiff positions to provide security for court personnel, as well as for the citizens of our county. Our non-sworn employees are located in our detention facility except for 7 of which are assigned to administration and record managing duties.
2. We have applied for and received a block grant to purchase a mobile command post. Through additional funding provided through a grant from emergency services, we will be able to equip this unit at no cost to our taxpayers. This unit will enable us to have a secure and controlled environment to operate on-site supervision of scenes such as the Williams Township School fire, school bomb threats or other lengthy investigative stays anywhere in the county; without interfering with radio transmissions over our central airwaves.
3. The purchase of our first K-9 was such a success in 2003 that we used drug funds which were seized through drug investigations to purchase a second K-9. Both have been used in detecting drugs in automobile stops on our streets and highways, packaging terminals and they have been very successful in locating illegal drugs in our schools.
4. Our School Resource Officers are doing an excellent job in our schools. During the 2004-2005 school year alone they have made arrests or issued juvenile petitions in 90 cases throughout our county school system.
5. Our Narcotics Division as of mid-May has confiscated and seized illegal drugs totaling a street value in excess of \$404,000. There have been 141 felony arrest and 88 misdemeanor arrest. Our narcotics officers, in conjunction with the SROs, have made several arrest for the sale and/or delivery of controlled substances, along with numerous arrest for possession of controlled substances.
6. Our Detention Center is operated 24 hours a day. We must provide care for those of our society who choose to live their lives on the edge until which time they are brought before our courts to determine their guilt or innocence. During their stay, however, we have a dedicated staff of volunteer ministers and deacons throughout the county that come to our facility and worship with those who are interested. The Rev Ronald Campbell is the leader of this ministry and is doing an excellent job. His ministry has led 14 souls to be saved. We are expecting the jail project to be placed out for bids soon with the bid opening date

scheduled for July 20, 2005. Our average daily population in the detention center is 124 inmates. Three weeks ago we reached a peak of inmates during a special session of Superior Court.

7. We have applied for a grant through the Governor's Highway Safety Program. It will provide us with equipment and a radar trailer which will enable us to monitor speed in school zones and do drug checkpoints on our streets and highways more safely.
8. Our Patrol Division assumes the responsibility of serving both civil and criminal processes, taking calls, and maintaining a visible presence throughout the communities in which they are assigned to deter crime from ever happening. Our Patrol Deputies have responded to 19,758 calls from June, 2004 - June, 2005. That is an average of 1,646.5 calls per month.
9. Our Detective Division is now equipped to handle many aspects of investigative procedures that we have had to rely on the SBI to conduct in the past. We now can provide polygraph examinations-better known as lie detector test; fingerprint examinations; and a certified sex crime investigator. A mobile crime scene unit is also available, thanks to the donation of a used ambulance by Mr. Ervin Jacobs.
10. In closing let me say that my staff and I are grateful for the support that the Board of Commissioners has shown us during my term as Sheriff. We look forward to serving the citizens of our great county and working together with you to make Columbus County a safer place.

Sincerely,  
Sheriff Chris Batten

Commissioner Prevatte stated the bids for the construction of the addition to the jail would be opened on July 20, 2005, and asked Sheriff Batten what is the expected completion date. Sheriff Batten replied stating eighteen to twenty-four (18-24) months.

**Agenda Item #11: RESOLUTION - WACCAMAW RIVER STREAM RESTORATION PROJECT RESOLUTION:**

Darren Currie, Assistant County Manager, requested Board approval of the following Waccamaw River Stream Restoration Project Resolution.

**WACCAMAW RIVER STREAM RESTORATION PROJECT  
RESOLUTION**

**WHEREAS**, the Columbus County Board of Commissioners desires to sponsor a *Waccamaw River Stream Restoration Project* of debris removal better flow and natural flushing of the River. This project will be conducted in an environmentally sound manner, which will have minimal, or no deleterious impact on the River fauna and will allow faster movement of flood water from the flood plain.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

The Board of Commissioners requests of the State of North Carolina to provide financial assistance to Columbus County for the *Waccamaw River Stream Restoration Project* in the amount of \$189,091 or 66.7 percent of the project construction cost, whichever is the lesser amount;

The Board of Commissioners assumes full obligation for payment of the balance of project costs;

The Board of Commissioners will obtain all necessary State and Federal permits;

The Board of Commissioners will comply with all applicable laws governing the award of contracts and the expenditure of public funds by local governments;

The Board of Commissioners will supervise construction of the project to assure compliance with permit conditions and to assure safe and proper construction according to approved plans and specifications;

The Board of Commissioners will obtain suitable disposal areas as needed and all other easement or rights-of-way that may be necessary for the construction and operation of the project;

The Board of Commissioners will assure that use of the River is open for use by the public on an equal basis, but this does not imply equal use of private property bordering the River;

The Board of Commissioners will hold the State harmless from any damages that may result from the construction, operation and maintenance of the project;

The Board of Commissioners accepts responsibility for the operation and maintenance of the completed project.

**ADOPTED** by the Columbus County Board of Commissioners this the 20th day of June, 2005.

**COLUMBUS COUNTY BOARD OF COMMISSIONERS**  
/s/ **SAMMIE JACOBS, Chairman**

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

Commissioner Dutton made a motion to approve the Waccamaw River Stream Restoration Project Resolution, seconded by Vice Chairman Godwin. The motion so carried.

**Agenda Item #12: PROCLAMATION - PROCLAMATION of APPRECIATION to the GRAHAM FAMILY of LAKE WACCAMAW AREA, ST. SIOUAN FESTIVAL:**

Lila Spaulding, Chair of the Festival Committee, requested Board approval of the following Proclamation.

**PROCLAMATION of APPRECIATION to the  
GRAHAM FAMILY of the LAKE WACCAMAW AREA  
ST. SIOUAN FESTIVAL**

The Board of County Commissioners, at their regularly scheduled meeting on June 20, 2005, unanimously adopted the following Proclamation:

**BE IT PROCLAIMED THAT WHEREAS**, the St. Siouan Festival of Columbus County has made life-long strides to improve the quality of life in their community and county; and

**WHEREAS**, members of the St. Siouan Festival have served on numerous boards, agencies, committees in their church, government and community functions; and

**WHEREAS**, the Committee is recognized County and State-wide for leadership in positive endeavors for the general welfare of all people; and

**WHEREAS**, the Committee has given unselfishly of their time and energies to help those in need or those with unfortunate situations in a most untiring and caring way.

**THEREFORE, BE IT PROCLAIMED** by the Board of Commissioners of Columbus County, North Carolina, that they do hereby recognize the true loyal and faithful service to their community and county and congratulate them on this special occasion.

**ADOPTED** unanimously on this the 20th day of June, 2005.

**BOARD OF COUNTY COMMISSIONERS**  
/s/ **SAMMIE JACOBS - DISTRICT III, Chairman**  
/s/ **KIPLING GODWIN - District VI, Vice Chairman**

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

**COMMISSIONERS:**  
Amon E. McKenzie - I                      Lynwood Norris - V                      Billy Joe Farmer, County Manager  
James E. Prevatte - II                     David L. Dutton, Jr. - VII                Darren L. Currie, Assistant Manager  
Bill Memory - IV

Commissioner Dutton made a motion to approve the Proclamation of Appreciation to the



/s/ JAMES E. PREVATTE, District II

/s/ LYNWOOD NORRIS, District V

/s/ DAVID L. DUTTON, JR., District VII

**ATTESTED BY:**

/s/ JUNE B. HALL, Clerk to Board

Vice Chairman Godwin made a motion to approve the Proclamation of Appreciation and Gratitude to Martha Kimball McLean, seconded by Commissioner McKenzie. The motion so carried.

**Agenda Item #14: VOTING DELEGATE DESIGNATION for the NACo 2005 ANNUAL CONFERENCE:**

June B. Hall, Clerk to the Board, requested the designation of a voting delegate for this conference, to be held on July 15-19, 2005.

Commissioner Dutton made a motion to designate Chairman Sammie Jacobs to be the voting delegate for the NACo 2005 Annual Conference to be held on July 15-19, 2005, seconded by Commissioner Norris. The motion so carried.

**Agenda Item #15: VOTING DELEGATE DESIGNATION for the NCACC ANNUAL CONFERENCE:**

June B. Hall, Clerk to the Board, requested the designation of a voting delegate for the NCACC Annual Conference, to be held August 25 - 28, 2005.

Commissioner Memory made a motion to designate Chairman Sammie Jacobs to be the voting delegate for the NCACC Annual Conference, to be held August 25 - 28, 2005, seconded by Vice Chairman Godwin. The motion so carried.

**Agenda Item #16: BUDGET - ADOPTION of the FY 2005 - 2006 COLUMBUS COUNTY OPERATING BUDGET:**

Billy Joe Farmer, County Manger, requested Board approval and adoption of the FY 2005 - 2006 Columbus County Operating Budget.

Commissioner Memory made a motion to table the FY 2005 - 2006 Columbus County Operating Budget, seconded by Commissioner Norris. The motion so carried.

**Agenda Item #17: APPOINTMENTS/REAPPOINTMENTS/REPLACEMENTS to BOARDS/COMMITTEES within COLUMBUS COUNTY:**

June B. Hall, Clerk to the Board, requested appointments/reappointment/replacements to be made to the following committees/boards.

**1. Columbus County Department of Aging Advisory Council:**

<u>ZONE</u>	<u>PERSON</u>	<u>ACTION</u>	<u>EXPIR DATE</u>
I	Laddie McKenzie	Reappointed	06/30/2008
IV	Lois Yoder	Reappointed	06/30/2008
IV	Dr. Melvin Powell	Reappointed	06/30/2008

**2. Economic Development Commission Board of Directors:**

Commissioner Prevatte made a motion to appoint Harry Foley to the Economic Development Commission Board of Directors to fill the At Large position which will be vacated by Rhone Sasser, for a three (3) year term, with term expiring June 30, 2008. The motion died for a lack of a second.

Vice Chairman Godwin made a motion to appoint Mitchell Tyler to the Economic Development Commission Board of Directors, to fill the At Large position which will be vacated by Rhone Sasser, for a three (3) year term, with term expiring June 30, 2008, seconded by Commissioner Norris. A poll vote was taken with the following results:

**AYES:** Chairman Jacobs, Vice Chairman Godwin, Commissioners McKenzie, Mmeory, Norris and Dutton

**NAYS:** Commissioner Prevatte.

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

Commissioner Memory appointed Jim Graham, CEO Waccamaw Bank, 110 North J.K. Powell Boulevard, Whiteville, North Carolina 28472, Telephone: (910) 641-0044, to the Economic Development Commission Board of Directors, for a three (3) year term, as the Zone 4 representative, with term expiring June 30, 2008.

**3. Jury Commission for Columbus County:**

Commissioner McKenzie made a motion to reappoint J. B. Evans to the Jury Commission for Columbus County for a two (2) year term, with term expiring June 30, 2007, seconded by Vice Chairman Godwin. The motion so carried.

**4. Vehicle Review Committee (Columbus County):**

Commissioner Dutton made a motion to reappoint Anthony H. Ray to the Columbus County Vehicle Review Committee, for a four (4) year term, with term expiring February 01, 2009, seconded by Vice Chairman Godwin. The motion so carried.

**Agenda Item #18: CONSENT AGENDA ITEMS:**

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

**A. Budget Amendments:**

TYPE	ACCOUNT	DETAILS	AMOUNT
Expenditure	10-577-74	Capital Outlay	\$8,000
Revenue	10-348-0506	Bioterrorism State Grant	\$8,000
Expenditure	10-591-02	Salaries	\$33,000
Revenue	10-348-07	State Grant Sterilization Funds (New Money)	\$14,000
	10-399-00	Fund Balance	\$19,000
Expenditure	10-595-02	Salaries	\$73,000
Revenue	10-353-05	Dental Local Revenue	\$19,000
	10-348-1401	Dental Medicaid Revenue	\$54,000
Expenditure	10-592-002	Salaries	\$28,000
Revenue	10-399-00	Fund Balance	\$28,000
Expenditure	10-470-401	Professional Services-Attorney	\$12,000
	10-470-200	Salaries	(\$4,500)
	10-470-1400	Travel	(\$2,000)
	10-470-3300	Departmental Supplies	\$250
	10-470-5700	Misce	\$105
	10-470-402	Professional Services-Other	\$120,000
Revenue	10-399-0	Fund Balance Appropriated	\$125,855
Expenditure	10-496-5700	Grants/Misc Expense	\$53,657
Revenue	10-399-0	Fund Balance Appropriated	\$53,657
Expenditure	10-461-400	Web Dev Service	\$9,350
	10-461-4500	Contract Services	\$10,000
Revenue	10-399-0	Fund Balance Appropriated	\$19,350

<b>Expenditure</b>	10-680-9800	ABC Profit Distributions	\$20,000
<b>Revenue</b>	10-346-5000	ABC Profit Distributions	\$20,000
<b>Expenditure</b>	10-690-9601	Mental Health	\$72,000
<b>Revenue</b>	10-399-0	Fund Balance Appropriated	\$72,000
<b>Expenditure</b>	10-700-7000	Prison Land - Tabor City	\$757,000
<b>Revenue</b>	10-399-0	Fund Balance Appropriated	\$402,000
	10-336-40	Tabor City's Share/Prison land	\$355,000
<b>Expenditure</b>	10-607-200	Salaries	\$5,816
	10-607-201	Longevity	\$30
	10-607-500	FICA	\$254
	10-607-700	Retirement	\$267
	10-607-5300	Dues & Subscriptions	\$18
	10-607-5400	Insurance Prof. Liability	\$22
	10-607-5700	Misc.	(\$164)
	10-607-3200	Office Supplies	(\$700)
	10-607-1400	Travel	(\$1,000)
	10-607-1100	Telephone	(\$500)
<b>Revenue</b>	10-399-0	Fund Balance	\$4,043
<b>Expenditure</b>	10-700-8000	Rural Center Capacity Bldg Grant	\$63,700
<b>Revenue</b>	10-399-0	Fund Balance Appropriated	\$4,445
	10-348-2500	Rural Center Capacity Grant	\$59,255
<b>Expenditure</b>	10-611-1300	Medicaid Drafts	\$1,049,000
	10-611-1400	Spec Asst for Adults	(\$118,000)
	10-611-1500	Foster Care IV-E	(\$28,000)
<b>Revenue</b>	10-399-0	Fund Balance	\$903,000
<b>Expenditure</b>	10-600-400	Professional Services	\$10,000
<b>Revenue</b>	10-399-0	Fund Balance Appropriated	\$10,000
<b>Expenditure</b>	10-496-2600	Advertising	\$1,060
<b>Revenue</b>	10-335-350	Misc Revenue/Grants	\$1,060
<b>Expenditure</b>	10-505-1500	M/R Bldgs & Grounds	\$47,000
<b>Revenue</b>	10-336-2000	SE Regional Mental Health Reimb.	\$47,000
<b>Expenditure</b>	10-510-7400	Capital Outlay	\$217,273
	10-599-7400	Capital Outlay	\$24,961
	10-620-7400	Capital Outlay	\$39,166
	10-540-7400	Capital Outlay	\$15,706
	32-690-7400	Capital Outlay	\$8,321
	33-680-7400	Capital Outlay	\$8,320
	34-670-7400	Capital Outlay	\$8,320
<b>Revenue</b>	10-340-0	Lease Proceeds	\$297,106

	32-340-0	Lease Proceeds	\$8,321
	33-340-0	Lease Proceeds	\$8,320
	34-340-0	Lease Proceeds	\$8,320
<b>Expenditure</b>	10-450-200	Salaries	\$25,000
	10-450-300	P-time Salaries	\$3,800
	10-450-400	Prof. Services	(\$2,500)
	10-450-600	Insurance	\$9,000
	10-450-601	Retiree Insurance	(\$13,388)
	10-450-700	Retirement	\$1,550
	10-450-3200	Office Supplies	\$9,656
	10-450-5400	Ins. Prof. Liability	\$677
	10-450-5700	Misc.	\$700
	10-450-7400	Capital Outlay	(\$4,600)
	10-450-1101	Postage	\$1,000
	10-450-2600	Advertising	\$500
<b>Revenue</b>	10-397-600	Transfer from Reval	\$31,395
<b>Expenditure</b>	35-580-45	Contract Services	\$1,100,000
<b>Revenue</b>	35-359-300	Tipping Fees	\$1,100,000
<b>Expenditure</b>	49-700-9200	Remittance to District- Williams	\$5,000
	48-700-9200	-Cerro Gordo	\$3,000
	47-700-9200	-Coles Service	\$2,000
	46-700-9200	-Klondyke	\$5,000
	45-700-9200	-Acme Delco	\$9,000
	44-700-9200	-Yam City	\$6,000
	43-700-9200	-Roseland	\$4,000
	42-700-9200	-Hallsboro	\$3,000
	41-700-9200	-Old Dock	\$5,000
	40-700-9200	-Nakina	\$7,000
	39-700-9200	-North Whiteville	\$14,000
	38-700-9200	-St. James	\$2,300
	37-700-9200	-Evergreen	\$5,000
	52-700-9200	-Whiteville Rescue	\$8,000
	51-700-9200	-WhiteMarsh/Welche	\$3,000
	59-700-9200	-Buckhead	\$2,300
	58-700-9200	-Bolton	\$1,000
<b>Revenue</b>	49-310-0	Special District Tax -Williams	\$5,000
	48-310-0	-Cerro Gordo	\$3,000
	47-310-0	-Coles Service	\$2,000
	46-310-0	-Klondyke	\$5,000

	45-310-0	-Acme Delco	\$9,000
	44-310-0	-Yam City	\$6,000
	43-310-0	-Roseland	\$4,000
	42-310-0	-Hallsboro	\$3,000
	41-310-0	-Old Dock	\$5,000
	40-310-0	-Nakina	\$7,000
	39-310-0	-North Whiteville	\$14,000
	38-310-0	-St. James	\$2,300
	37-310-0	-Evergreen	\$5,000
	52-310-0	-Whiteville Rescue	\$8,000
	51-310-0	-White Marsh/Welche	\$3,000
	59-310-0	-Buckhead	\$2,300
	58-310-0	-Bolton	\$1,000
<b>Expenditure</b>	10-611-2000	Adult Day Care	\$500
<b>Revenue</b>	10-348-1640	Social Services Block Grant	\$500
<b>Expenditure</b>	10-610-6065	CP&L	\$2,410
	10-610-6010	LINKS	(\$12,426)
<b>Revenue</b>	10-348-1660	CP&L	\$2,410
	10-348-1645	Independent Living	(\$12,426)

**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 programs between the Tax Office and the Governing Body Office.

**C. Amendments to June 20, 2005 Tax Refunds/Releases:**

Vice Chairman Godwin made a motion to approve the following Amendments to the June 20, 2005 Tax Refunds/Releases, seconded by Commissioner Dutton. The motion so carried.

Refund the value of a single wide home in the name of Robert Lasane for the years 2001 thru 2004 that was traded for a double wide and listed. This should be release the value of a single wide home instead of refund.

Release the user fee in the name of Kim Batten. The year is 2004 instead of 2003 and the bill number is 84928 instead of 58575.

**AGENDA ADD-ONS:**

**Item #1: ADMINISTRATION - APPROVAL and ADOPTION of GRANT PROJECT ORDINANCE for RURAL CENTER CAPACITY GRANT (02-67-22):**

Darren Currie, Assistant County Manager, requested Board approval and adoption of the following Grant Project Ordinance.

**GRANT PROJECT ORDINANCE  
2005 RURAL CENTER CAPACITY GRANT  
COUNTY OF COLUMBUS**

Be it ordained by the Columbus County Board of Commissioners that, pursuant to Section 13.2 of Chapter 159 of the North Carolina General Statutes of North Carolina, the following grant project

ordinance is hereby adopted:

Section 1. The project authorized is the Columbus County Rural Center Capacity Grant Project (02-67-22) described in the work statement, as amended, contained in the grant agreement between this unit and the North Carolina Rural Center. This project is more familiarly known as the Central Costal Plain Water Resource Project.

Section 2. The officers of this unit are hereby directed to proceed with the grant project within the terms of the grant documents, the rules and regulations of the North Carolina Rural Center and the budget contained herein.

Section 3. The following revenues are anticipated to be available to complete this project:

County Match	10-348-2500	\$ 4,100
Rural Center Grant (02-67-22)	10-348-2500	\$40,000
	Total	\$44,100

Section 4. The following amounts are appropriated for the project:

Rural Center Capacity Grant (02-67-22)	10-700-2500	\$44,100
	TOTAL	\$44,100

Section 5. The finance officer is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to provide the accounting to the grantor agency required by the grant agreement and federal and state regulations.

Section 6. Funds may be advanced from the General Funds for the purpose of making payments as due. Reimbursement requests should be made to the grantor agency in an orderly and timely manner.

Section 7. The finance officer is directed to report annually on the financial status of each project element in Section 4 and on the total grant revenues received or claimed.

Section 8. The budget officer is directed to include a detailed analysis of past and future costs and revenues on this grant project in every budget submission made to this board.

Section 9. Copies of this grant project ordinance shall be made available to the budget officer and the finance officer for direction in carrying out this project.

**ADOPTED this the 20th day of June 2005**

**COLUMBUS COUNTY BOARD OF COMMISSIONERS**  
/s/ SAMMIE JACOBS, Chairman

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

**Item #2: ADMINISTRATION - APPROVAL and ADOPTION of the FOLLOWING THREE (3) DOCUMENTS for the PUBLICLY OWNED TREATMENT WORKS (POTW) PROJECT at WRIGHT CORPORATION:**

- A. **Department of Commerce, Commerce Finance Center, Industrial Development Fund Grant Acceptance Resolution (Amended)**
- B. **Contract (Legally Binding Commitment) - Public Facilities Agreement (Amended): and**
- C. **Contract Services - Operation/Maintenance of the Columbus County POTW (additional).**

Billy Joe Farmer, County Manager, requested Board approval of the following two (2) **amended** documents, and one (1) **additional** document for the POTW Project at Wright Corporation.

- A. **AMENDED Department of Commerce, Commerce Finance Center, Industrial Development Fund Grant Acceptance Resolution  
-AMENDMENT #2-  
RESOLUTION**

**BE IT RESOLVED**, that a grant from the Department of Commerce to the County of Columbus be made for the benefit of Wright Corporation (Oak Bark Corporation doing business as Wright Corporation).

**BE IT FURTHER RESOLVED**, that Columbus County will administer this grant in accordance with the rules and regulations of the Department of Commerce.

**BE IT FURTHER RESOLVED**, that the County will administer this grant through the County Finance Office and other appropriate designees.

**BE IT FURTHER RESOLVED**, that the grant will be monitored quarterly to assure compliance with this proposal and the Department of Commerce regulations. Also, creation and/or retention of new jobs will be monitored in accordance with the regulations of the Department of Commerce.

**BE IT FURTHER RESOLVED**, that Wright Corporation will create 8 new jobs in a period of two years from February 1, 2005 to February 1, 2007.

**BE IT FURTHER RESOLVED**, that in accordance with the creation of 8 jobs, the amount of the grant application will be \$500,000.

**ADOPTED** this 20th day of June, 2005.

**COLUMBUS COUNTY BOARD OF COMMISSIONERS**  
/s/ **SAMMIE JACOBS, Chairman**

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

**B. Contract (Legally Binding Commitment) - Public Facilities Agreement (Amended): and**

**LEGALLY BINDING COMMITMENT**  
**(AMENDED)**

STATE OF NORTH CAROLINA

Columbus County (APPLICANT)

Wright Corporation (COMPANY )

**PUBLIC FACILITIES AGREEMENT**

THIS AGREEMENT (the "Agreement") is entered into as of the 20th day of June 2005 by and between Oak-Bark Corporation, doing business as Wright Corporation, a corporation authorized to transact business within the State of North Carolina (hereinafter referred to as the "Corporation") and Columbus County, North Carolina (hereinafter referred to as the "Applicant"). This Agreement will not become effective until all conditions placed upon the Applicant's funding approval are satisfied and funds are released by the Department of Commerce (hereinafter "DOC") pursuant to a Industrial Development Fund grant (hereinafter "IDF") with the Applicant.

**WITNESSETH**

WHEREAS, the Applicant anticipates receiving an Industrial Development Fund grant from the Department of Commerce in the amount of \$500,000 to be used to finance the economic development project to be undertaken by the Applicant and the Corporation (the "Project").

NOW, THEREFORE, in consideration of the promised and the mutual covenants and promises set forth herein, the Corporation and the Applicant hereby agree as follows:

**I. AGREED ACTIONS**

A. The Corporation shall execute its responsibilities as identified in Corporation's narrative exhibits and the employment profiles contained in the Applicant's IDF application to DOC. Those exhibits and commitments are incorporated herein by reference, as if set out in full. The Corporation agrees to build and operate the Project in a timely manner. Briefly, those documents describe the

construction of (or expansion of) a 0.125 million gallon per day (MGD) wastewater treatment plant facility (the "Facility") on a 2.37 acre site located in/adjacent to the Riegelwood area in Columbus County, North Carolina (the "County"). The Corporation commits to hire eight (8) additional employees between February 1, 2005 and February 1, 2007 and maintain that employment level until the grant is closed by DOC. The Corporation agrees that if it fails to create and maintain eight (8) jobs prior to February 1, 2007, it will reimburse DOC \$5,000 for each job not created. The Corporation's liability under this Agreement shall not exceed the dollar amount of the grant made by the Department of Commerce. If unforeseen calamity, an Act of God or financial disaster is the cause of action under this section of the Agreement, the Corporation and the Applicant may appeal to DOC for an extraordinary modification of this responsibility. Such modification shall be at the discretion of the Secretary of the Department of Commerce.

B. Each party shall keep and maintain books, records, and other documents relating directly to the receipt and disbursement of grant funds and fulfillment of this Agreement.

C. Each party agrees that any duly authorized representative of the Applicant, DOC, the United States Department of Housing and Urban Development, and the Comptroller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all of the books, records, and other documents relating to the grant and the fulfillment of the Agreement for a period of three (3) years following the completion of all close-out procedures respecting the IDF funds, and the final settlement and conclusion of all issues arising out of the IDF funds.

D. Notwithstanding anything herein to the contrary, the parties hereto acknowledge the due execution of the IDF Grant Agreement between the Applicant and DOC and agree that any conflict between the provisions, requirements, duties, or obligations of this Agreement and the IDF Grant Agreement shall be resolved in favor of the IDF Grant Agreement.

## II. ENFORCEMENT

A. If at the end of the approved project period the Corporation has failed to retain the full number of job positions presented in Agreed Actions Section I of this Agreement, or to incur the full level of private investment committed to in its grant application, as provided above, then the Corporation will pay to the Applicant an amount calculated in the manner set out in Section I-A of this Agreement.

B. This Agreement constitutes a legally enforceable contract and shall be governed and construed in accordance with the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under Seal as of the date first above written.

_____ (Applicant)	_____ (Corporation)
_____ (SEAL)	_____ (SEAL)
Chairman	Chairman of the Board
_____ (SEAL)	_____ (SEAL)
Clerk	President
_____	_____
Date	Date

C. **Contract Services - Operation/Maintenance of the Columbus County POTW (additional):**

**Contract Services  
Operation/Maintenance of the  
Columbus County POTW**

**Scope of Services Provided by Wright Corporation**

Wright Corporation (Oak-Bark Corporation doing business as Wright Corporation) will provide the Columbus County POTW with an operator or operators on site as required to keep the WWTP in compliance with County of Columbus NPDES permit and further to insure that no harmful pollutants

are released into the environment from the facility. All mandatory and daily routine plant operations records shall be maintained in a detailed and orderly manner so that State and County personnel may view this information at any time. Test data will be properly documented and maintained in an orderly manner so that State and County personnel may view this information at any time. All compliance documentation required by the State shall be provided to the County for review and subsequent mailing at least ten (10) working days prior to submittal deadline.

Wright Corporation will man the plant for as many hours as is required to insure compliance with all State and Federal guidelines.

Wright Corporation will collect all samples and provide all the laboratory testing and test data required by the State in the present NPDES permit and any other testing and test data required to operate the plant properly. All wastewater sampling and testing shall be done in accordance with EPA and State of North Carolina guidelines.

**Article One: Maintenance**

Wright Corporation shall be responsible at its own expense for all maintenance on the facility during the term of this Agreement and shall keep the facility in good repair.

**Article Two: Liability**

Wright Corporation agrees to indemnify and hold County of Columbus harmless from any and all liability, suits, judgments, executions, actions, losses, damage, destruction, and costs (including court costs and counsel fees), injury or death occurring as a sole result of Wright Corporation's activities, use, or operation of the facility.

**Article Three: Contract Term/Option**

This Agreement shall be in effect for a term of twenty five (25) years. The 25-year term shall commence upon acceptance of the facility of the Wright Corporation as provided in Article 8 below. To the extent allowed by applicable law, Wright Corporation will have the option to purchase the POTW and all the right-of way easements and DOT encroachment right from the County of Columbus, its successors, grantees or assigns at the end of the 25-year term for the price of \$1.00 in hand paid.

If for any reason Wright Corporation cannot fulfill the obligations set forth in this contract or if the County of Columbus desires for another entity to provide the services set forth in this contract, the contract may be terminated. The party wishing to initiate termination of the contract must provide written notification to the other party. The notification must be submitted a minimum of one hundred and eighty (180) calendar days prior to the intended termination date. Whether the contract with Wright is terminated prior to the completion of the 25-year term or not, Wright Corporation will have the option to purchase the Wastewater Treatment Plant and all the right-of-way easements and DOT encroachment right from the County of Columbus, its successors, grantees or assigns at the end of the 25-year term for the price of \$1.00 in hand paid.

**Article Four: Sale or Other Disposition of Line by County**

If County should sell or otherwise dispose of the facility or if County should be divested of its ownership of the facility this Agreement shall remain in full force and effect for the remaining term as to the successors, assigns or grantees of County and any transfer of ownership of the facility shall be subject to this Agreement.

**Article Five: Binding on Successors and Assigns**

This Agreement shall be binding on and shall inure to the benefit of the successors and assigns of both Wright Corporation and County of Columbus.

**Article Six: Representations and Warranties:**

Wright Corporation represents and warrants the following:

- a. Wright Corporation is a corporation duly organized, validly existing and in good standing under of the State of North Carolina and is duly qualified to do business in North Carolina, and this Agreement shall be interpreted, performed and enforced in accordance with the laws of the State of North Carolina;
- b. Wright Corporation has the full power and authority to enter into this Agreement and to carry out the obligations which it has undertaken in this Agreement;
- c. The execution of this Agreement and the operation of the facility will not violate any Statute, rule, regulation or order of any court, administrative agency or governmental body;

- d. Wright Corporation will deliver to County of Columbus a certificate of its general liability insurance carrier showing its existing coverage for personal injury and/or property damage presently applicable to the Wright Corporation's operations. Such Certificate shall indicate that the coverage extends to the facility and the operation of the facility by Wright Corporation. Wright Corporation will continue such coverage throughout the term of this Agreement.
- e. Wright Corporation is incorporated as Oak-Bark Corporation in the state of North Carolina and does business as Wright Corporation, which it is certified to do so in Columbus County, North Carolina.

Columbus County represents and warrants the following:

- a. Columbus County is a validly created and existing political subdivision of the State of North Carolina;
- b. County of Columbus has the power and authority to enter this Agreement and to carry out its obligations thereunder and such action has been authorized by the Board of County Commissioners of Columbus County;
- c. The entering into and performance of the Agreement on the part of the County does not violate any statute, rule, regulation or order of any court, administrative agency or governmental body and County has sufficient funds appropriated in the fiscal year in which it has entered into this Agreement to meet its obligation to construct the facility and will appropriate such funds as are necessary to meet its obligations hereunder in any subsequent applicable fiscal year.
- d. Columbus County is the owner of the facility however all easements, crossing agreements, DOT encroachments, and other rights and privileges necessary for the location, construction, maintenance and operation of the facility as constructed or to be constructed shall name Wright Corporation as operator and shall provide that the same are assignable to Wright Corporation should it purchase the facility.

**Article Seven: Notices**

Any notice required under this Agreement may be sent to the parties at the following addresses:

County of Columbus: Columbus County Board of Commissioners  
111 Washington Street  
Whiteville, NC 28472

Wright Corporation: 333 Neils Eddy Road  
Riegelwood, NC 28456

**Article Eight: Effective Date**

With the exception of Articles 1, and 2 this Agreement shall become effective upon execution by both parties. Articles 1, and 2 shall be effective on the date on which the facility is accepted by Wright Corporation and is placed into operation after completion of construction.

**Article Nine: Miscellaneous**

- a. This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina.
- b. This document contains the entire agreement between the parties and there are no other understanding or representations between the parties hereto. This Agreement may not be amended except by an instrument in writing signed by duly authorized representative of each party.
- c. If any provision of this Agreement shall be held invalid, illegal or unenforceable to any extent and for any reason by a court or agency of competent jurisdiction, the provision held to be invalid, illegal or unenforceable shall be severed from the Agreement and the remainder of this Agreement shall not be affected thereby and shall be enforceable to the full extent permitted by law.

**Article Ten: Compensation Terms**

While being the sole discharger to the wastewater treatment plant, Wright will perform the scope of services and maintenance for a total compensation of \$1 per year from Columbus County. When other discharges are tied into the wastewater treatment plant, the fee structure will have to be modified to reflect the impact on operations and maintenance by the new discharger(s). In this event, both Wright Corporation and Columbus County will have to agree to any modification to the

compensation terms.

Confirmation of acceptance of this contract, including any attachments as specified herein, shall be confirmed by the execution of this contract in triplicate and return of the original and one copy to Wright Corporation with thirty (30) calendar days of receipt of this document by The County of Columbus.

**WRIGHT CORPORATION**

**APPROVED:**

**BY:**

**TITLE:**

**DATE:**

**COUNTY OF COLUMBUS**

**APPROVED:**

**BY:**

**TITLE:**

**DATE:**

**IN WITNESS WHEREOF**, this Agreement is executed and their seals affixed by the parties hereto the day and year first above written.

**ATTEST:**

**COLUMBUS COUNTY**

By: \_\_\_\_\_  
**Chairman**  
**Board of Commissioners**

\_\_\_\_\_  
**CLERK TO BOARD OF COMMISSIONERS**

[Seal]

**ATTEST:**

**WRIGHT CORPORATION**

By: \_\_\_\_\_  
**PRESIDENT**

**SECRETARY**

[Corporate Seal]

**NORTH CAROLINA**

**COLUMBUS COUNTY**

I, \_\_\_\_\_ a Notary Public in and for said County and States do hereby certify that \_\_\_\_\_, personally appeared before me this day and acknowledged that she is the Clerk to the Board of Commissioners of Columbus County, North Carolina, and that by authority duly given and as the act of the Board of Commissioners, the foregoing instrument was signed in its name by the Chairman, sealed with its corporate seal and attested by herself as its Clerk.

WITNESS my hand and official seal, this \_\_\_\_\_ day of 2005.

\_\_\_\_\_  
**Notary Public**

**My Commission Expires:** \_\_\_\_\_.

**NORTH CAROLINA**

**WRIGHT CORPORATION**

I, \_\_\_\_\_, a Notary Public in an for said County and State, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged that he is the President of Wright Corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by it President, sealed with its corporate seal and attested by himself as its Secretary.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

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 Notary Public

My Commission Expires: \_\_\_\_\_.

Vice Chairman Godwin made a motion to approve the two (2) amended documents listed above, and the one (1) additional document listed above, subject to attorney review, seconded by Commissioner Prevatte. The motion so carried.

**RECESS REGULAR SESSION and enter into COLUMBUS COUNTY WATER and SEWER DISTRICT III BOARD MEETING:**

At 7:29 P.M., Commissioner Memory made a motion to recess Regular Session and enter into Columbus County Water and Sewer District III Board Meeting, seconded by Commissioner McKenzie. The motion so carried.

This information will be recorded in Minute Book 1 for the Columbus County Water and Sewer District III Board.

**ADJOURN COLUMBUS COUNTY WATER and SEWER DISTRICT III BOARD MEETING and resume REGULAR SESSION:**

At 7:31 P.M., Commissioner Memory made a motion to adjourn Columbus County Water and Sewer District III Board Meeting and resume Regular Session, seconded by Commissioner Prevatte. The motion so carried.

**Agenda Item #19: COMMENTS:**

Chairman Jacobs opened the floor for comments that anyone would like to make. The following people spoke.

**A. Public:**

**Noah David Long:** stated the following:

1. In my discussions with Sammy Hinson and reading the information that is being printed in The News Reporter, I have discovered many errors in the statistical data;
2. I would like to say that hind sight is 20-/20; **and**
3. Please proceed cautiously in the deliberations relative to Water District VI.

**B. Board of Commissioners:**

**Commissioner Godwin:** I don't have any comments to make but the Board needs to add the following to the Agenda with the appropriate action to be taken.

**APPROVE CLOSING of LADY THOMPSON ROAD by APPROVAL of ORDER:**

The following Order was submitted by Benton Walton, Attorney At Law, for Board approval to finalize the closing of Lady Thompson Road.

STATE OF NORTH CAROLINA  
COUNTY OF COLUMBUS

IN THE MATTER OF CLOSING  
LADY THOMPSON ROAD  
CHADBOURN TOWNSHIP

**ORDER**

At a 2005 Proposed Secondary Road Public Hearing of the Columbus County Board of Commissioners held on June 20, 2005 at 6:00 p.m. in the Columbus County Board of Commissioners Office in the City of Whiteville, which meeting was held for the purpose of adopting an Order pursuant to the provisions of N.C.G.S. 153A-241 on the question of permanently closing Lady Thompson Road in Chadbourn Township described in the Resolution adopted by the Columbus County Board of Commissioners on May 16, 2005, which Resolution was published in the News Reporter pursuant to N.C.G.S. 153A-241 for three (3) consecutive weeks, beginning June 2, 2005; that the Columbus County Board of Commissioners finds as a fact: That at the public hearing held

on June 20, 2005 at 6:00 p.m. in the Columbus County Board of Commissioners Office in the City of Whiteville, there was no opposition to the closing of Lady Thompson Road in Chadbourn Township described below; that the Columbus County Board of Commissioners is satisfied that closing Lady Thompson Road in Chadbourn Township is not contrary in the public interest and that no individual owning property in the vicinity of the road would thereby be deprived of reasonable means of ingress and egress to his property and that the Columbus County Board of Commissioners, by unanimous vote, is of the opinion that the following Order is proper and should be made and that the same is made by it in the best interest of the health, safety and welfare of the citizens of Columbus County, and the closing is not contrary to the public interest.

IT IS NOW, THEREFORE, ORDERED that Lady Thompson Road in Chadbourn Township described below be and the same is hereby ordered closed permanently pursuant to the provisions of N.C.G.S. 153A-241, and the area permanently closed is described as follows:

Lady Thompson Road which measures 60' x 1000', being located in Chadbourn Township, Columbus County, North Carolina.

Unanimously adopted this 20<sup>th</sup> day of June, 2005.

/s/ SAMMIE JACOBS, Chairperson

ATTESTED:

/s/ JUNE B. HALL, Clerk to Board

(SEAL)

Vice Chairman Godwin made a motion to approve the closing of Lady Thompson Road by the approval of this Order, seconded by Commissioner Dutton. The motion so carried.

**A. County Manager:**

Billy Joe Farmer, County Manager, stated that staff did not think the presentation on the eastern end of the County was sufficient to supply the affected citizens with all the information they needed and that staff was doing some additional work on this.

**Recognition of Department Heads:**

Chairman Jacobs recognized the Department Heads that were in attendance and requested them to spoke if they wish to do so. The following Department Heads spoke.

1. **Ed Worley (Aging):** I don't have anything to say, but I am open for questions from anyone.
2. **Jackie Roseboro (Cooperative Extension):** I would like to tell the Board we have completed six hundred (600) applications for the FEMA 2004 CHAF Program and the deadline for these applications was June 17, 2005.

**OTHER:**

Vice Chairman Godwin made the following motions:

**MOTION:** for the new Fiscal Year 2005-2006, remove the freeze on hiring and begin the advertisements for the following positions:

County Planner

County Economic Development Director

Staff Attorney

M.I.S. Director

This motion was seconded by Commissioner Dutton. The motion so carried.

**MOTION:** for the new Fiscal year 2005-2006, remove the freeze on hiring and begin the advertisement for Columbus County Manager to be effective after August 27, 2005.

This motion was seconded by Commissioner Memory. The motion so carried with the following vote:

**AYES:** Vice Chairman Godwin, Commissioners McKenzie, Memory and Prevatte  
**NAYS:** -0-  
**ABSTAIN:** Chairman Jacobs, Commissioners Norris and Dutton.

**BUDGET WORKSHOP:**

Chairman Jacobs stated a Budget Workshop would be set for Thursday, June 23, 2005, at 6:00 P.M., to be held in the Dempsey B. Herring Courthouse Annex, 112 West Smith Street, Whiteville, North Carolina 28472.

**TAX REFUNDS and RELEASES (see Agenda Item #18.B.):**

**TAX REFUNDS (as submitted to the Governing Body Office from the Tax Office):  
June 20, 2005**

*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	Baldwin, Alfred		Refund the user fee. Customer did not have a trash can in 2004. Approved by Solid Waste. Check should be payable to Lucille Alderman.	2004	03-0048	8410	\$177.00
		\$0.00	\$0.00				
	805 W. Burkhead St. Whiteville						
	NC 28472						
Refunds	Lesane, Robert		Refund the value of a single wide home and the Columbus Rescue. The home was traded for a double wide and listed.	2001	01-5263	1098	\$292.60
		\$113.10	\$14,500.0				
	206 W. Princess St. Chadbourn						
	NC 28431						
Refunds	Lesane, Robert		Refund the value of a single wide home, the Klondyke Fire (9.42) and the Columbus Rescue (2.69). The home was traded for a double wide and	2002	01-5263	7900	\$305.72
		\$104.91	\$13,450.0				
	206 W. Princess St. Chadbourn						
	NC 28431						
Refunds	Lesane, Robert		Refund the value of a single wide home, the Klondyke Fire (8.78) and the Columbus Rescue (2.51). The home was traded for a double wide and	2003	01-5263	4952	\$297.01
		\$97.81	\$12,540.0				
	206 W. Princess St. Chadbourn						
	NC 28431						
Refunds	Lesane, Robert		Refund the value of a single wide home, the Klondyke Fire fee (8.22) and the Columbus Rescue fee (2.35). The home was traded for a double wide	2004	01-5263	5780	\$289.35
		\$91.57	\$11,740.0				
	206 W. Princess St/ Chadbdourn						
	NC 28431						
Refunds	Smith, Andrew		Refund the user fee. Customer is paying the user fee (87.00) in the Town of Bolton. Approved by Solid Waste.	2004	04-1444	1770	\$177.00
		\$0.00	\$0.00				
	332 Park Rd. Bolton						
	NC 28423						

**TAX RELEASES (as submitted to the Governing Body from the Tax Office):  
June 20,2005**

*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	Bullock, Mary		Release the value of a single wide home and the Columbus Rescue fee. The home was traded for a				

				double wide.				
Property	Bullock, Mary	\$26.01	\$3,335.00	2004	10-0206	88166	\$113.61	
				Release the value of a single wide home and the Columbus Rescue fee. The home was traded for a double wide and listed.				
Property	Watts, Gaddie	\$23.40	\$3,000.00	2003	10-0206	32028	\$111.00	
				Release the deferred tax, the Yam City Fire (13.90) and the Columbus Rescue (2.78). The property was transferred to a family member.				
Property	Watts, Gaddie	\$108.42	\$13,900.0	2004	06-4196	37057	\$125.10	
				Release the deferred tax. Property was transferred to a family member.				
Property	Watts, Gaddie	\$108.42	\$13,900.0	2003	06-4196	37058	\$108.42	
				Release the deferred tax. Property was transferred to a family member.				
Property	Watts, Gaddie	\$108.42	\$13,900.0	2002	06-4196	37059	\$108.42	
				Release the deferred tax. Property transferred to a family member.				
User Fee	Batten, Kim C.	\$108.42	\$13,900.0	2001	06-4196	37060	\$108.42	
				Release user fee on house that is vacant. Approved by Solid Waste.				
User Fee	Phillips, Tracy	\$0.00	\$0.00	2003	14-0173	28775	\$177.00	
				Release a portion of the user fee. Did not have the trash can for a full year.				
User Fee	Pierce, William	\$0.00	\$0.00	2004	09-2363	12382	\$73.75	
				Release one of two user fees. There is only one trash can at this location. Approved by Solid				
User Fee	Pierce, William	\$0.00	\$0.00	2004	14-0799	12581	\$177.00	
				Release the user fee on house that is vacant. Approved by Solid Waste.				
User Fee	Pierce, William	\$0.00	\$0.00	2004	14-0799	12580	\$177.00	
				Release one of two user fees. Only one trash can at this location. Approved by Solid Waste.				
User Fee	Pigford, Hattie	\$0.00	\$0.00	2003	14-0799	56303	\$177.00	
				Release user fee on house that is vacant and has no power. Approved by Solid Waste.				
User Fee	Pigford, Hattie	\$0.00	\$0.00	2003	08-1496	56308	\$177.00	
				Release the user fee on a house that is vacant and has no power. Approved by Solid Waste.				
User Fee	Tucker, David	\$0.00	\$0.00	2004	08-1496	12586	\$177.00	
				Release user fee on house that is vacant and has no power. Approved by Solid Waste.				
User Fee	Ward, L. C.	\$0.00	\$0.00	2004	07-1810	22374	\$177.00	
				Release one of two user fees. There is only one house at this location. Approved by Solid Waste.				
User Fee	Watts, Ricky	\$0.00	\$0.00	2004	03-2740	23988	\$177.00	
				Release user fee on house that is vacant and does not have a trash can. Approved by Solid Waste.				
User Fee	Wilson, Joe	\$0.00	\$0.00	2004	02-0332	24649	\$177.00	
				Release one of two user fees. Single wide home converted into a double wide. Only has one trash can. Release of user fee approved.				
User Fee	Wilson, Joe	\$0.00	\$0.00	2000	11-3030	20140	\$125.00	
				Release one of two user fees. Single wide converted into double wide. Customer only has				

				one trash can. Release of user fee approved.	
		\$0.00	\$0.00	2001 11-3030 21214	\$165.00
User Fee	Wilson, Joe			Release one of two user fees. Single wide home	
				converted into double wide. Customer only has	
				one trash can. Release of user fee approved.	
		\$0.00	\$0.00	2002 11-3030 99428	\$177.00
User Fee	Wilson, Joe			Release one of two user fees. Single wide home	
				converted into double wide. Customer only has	
				one trash can. Release of user fee approved.	
		\$0.00	\$0.00	2003 11-3030 70227	\$177.00
User Fee	Wilson, Joe			Release one of two user fees. Single wide home	
				converted into double wide. Customer only has	
				one trash can. Release of user fee approved.	
		\$0.00	\$0.00	2004 11-3030 26536	\$177.00
User Fee	Wilson, Rufus			Release user fee that is double listed in the name	
				of Okenon Graham. Approved by Solid Waste.	
		\$0.00	\$0.00	2004 15-3982 26587	\$177.00
User Fee	Worley, Bardin			Release the user fee on house that is vacant and	
				does not have a trash can. Approved by Solid	
		\$0.00	\$0.00	2004 16-1812 26763	\$177.00

**Agenda Item #21: RECESS MEETING:**

At 8:03 P.M., Commissioner Memory made a motion to recess this meeting until June 30, 2005, at 6:00 P.M., seconded by Commissioner Norris. The motion so carried.

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