

**REGULAR SESSION OF THE PAMLICO COUNTY BOARD OF  
COMMISSIONERS  
MONDAY JANUARY 4, 2010**

The Pamlico County Board of Commissioners met in regular session on Monday January 4, 2010 at 7:00 p.m. in the Patsy H. Sadler Room of the Pamlico County Courthouse. All Commissioners were present. Also present were County Attorney Jim Hicks, County Manager Tim Buck and Clerk to the Board Kathy P. Cayton.

Chairman Paul Delamar called the meeting to order.

Reverend Grady Simpson gave the invocation.

Chairman Paul Delamar led the assemblage in the Pledge of Allegiance.

Chairman Paul Delamar asked if there were any additions and/or deletions to the regular and closed session minutes of the December 7, 2009 meeting. There being none, on a motion made by Commissioner Ann Holton and seconded by Commissioner Christine Mele, the following resolution was unanimously approved.

**BE IT RESOLVED, the regular and closed session minutes of the December 7, 2009 meeting are hereby approved and the Chairman's signature is authorized thereon.**

There were no additions and/or deletions to the agenda.

No members of the public to speak during public comment period.

The Board turned their attention to the Correspondence Agenda.

County Manager Buck told Board Members that Ms. Anita Owens, Water Office Supervisor and Ms. Kathy Tyndall, Tax Administrator are requesting their respective departments to participate in the North Carolina Debt Setoff Program for the collection of past due accounts.

On a motion made by Commissioner Ann Holton and seconded by Commissioner Christine Mele, the following resolution was unanimously approved.

**BE IT RESOLVED, the request from Ms. Anita Owens, Water Officer Supervisor and Ms. Kathy Tyndall, Tax Administrator to participate in the North Carolina Debt Setoff Program for the collection of past due accounts is hereby approved.**

**BE IT FURTHER RESOLVED, the following documents are hereby approved;**

- 1. Memorandum of Understanding and Agreement NC Local Government Debt Setoff Clearinghouse Program.**
- 2. Multiple Unit Riders.**
- 3. Inter-fund Authorization Transfer Form and Instructions.**
- 4. Resolution for Board Adoption NC Local Government Debt Setoff Program.**

**Memorandum of Understanding and Agreement  
NC Local Government Debt Setoff Clearinghouse Program**

This agreement is entered into this 4th day of January, 2010 by and between the Pamlico County ("CLAIMANT AGENCY") and the North Carolina League of Municipalities and the North Carolina Association of County Commissioners acting as the North Carolina Local Government Debt Setoff Clearinghouse ("CLEARINGHOUSE") RECITALS

**WHEREAS**, the Setoff Debt Collection Act, ("ACT"), Article 1 of Chapter 105A of the North Carolina General Statutes, authorized the North Carolina Department of Revenue ("DEPARTMENT"), and claimant agencies to cooperate in identifying debtors who owe money to the State or to a qualifying local agency and who qualify for State income tax refunds; and established procedures for setting off against any refund the sum of any debt owed to the State or local government; and

**WHEREAS**, pursuant to NCGS 105A-3, CLEARINGHOUSE has registered with DEPARTMENT to submit delinquent debts on behalf of a local agency and has thereby become authorized to submit delinquent debts on behalf of a local agency under the ACT; and

**WHEREAS**, CLAIMANT AGENCY is a local agency authorized to submit a debt owed to it pursuant to the ACT; and

**WHEREAS**, CLAIMANT AGENCY desires to enter into this agreement with CLEARINGHOUSE in order to participate under the Setoff Debt Collection Act to increase the collection rate of delinquent debts owed to CLAIMANT AGENCY; and

**WHEREAS**, CLEARINGHOUSE has agreed to submit delinquent debts on behalf of CLAIMANT AGENCY.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements, terms and conditions contained herein, CLAIMANT AGENCY and CLEARINGHOUSE mutually agree as follows:

## **I. TERM/TERMINATION**

This memorandum of understanding and agreement shall remain and continue in full force and effect from year to year unless modified or terminated in writing by either party upon 90 days written notice to the other party. Upon termination of this agreement all sums due and owing from either party to the other shall remain a lawful obligation of the party and be due and payable. CLEARINGHOUSE will erase all claimant data files from its debt setoff system upon termination.

## **II. REPRESENTATIONS AND OBLIGATIONS OF CLAIMANT AGENCY**

**A.** CLAIMANT AGENCY hereby designates, appoints, and authorizes CLEARINGHOUSE to process delinquent debts to be submitted to Department. For purposes of the Debt Setoff Clearinghouse Program, "DELINQUENT DEBT" is defined to mean:

- (i) a single account or monetary obligation which is at least \$50 owed by a debtor to a claimant agency; or,
- (ii) a group of accounts or single monetary obligations, each of which is less than \$50, that have been combined to total at least \$50, owed by the same debtor to a claimant agency; or,
- (iii) a combination of two or more accounts or monetary obligations, one of which is at least \$50 and the remainder of which when added together equal less than \$50, owed by the same debtor to a claimant agency. Each account or monetary obligation may have accrued through contract, subrogation, tort, operation of law, or any other legal theory regardless of whether there is an outstanding judgment for the sum. To become a delinquent debt a period of 60 days must have elapsed between the time CLAIMANT AGENCY declares all of the applicable accounts or monetary obligations delinquent and the date the delinquent debt is submitted to CLEARINGHOUSE for collection.

**B.** CLAIMANT AGENCY shall comply with the provisions of the ACT prior to the submission of a debt to CLEARINGHOUSE for setoff and shall provide CLEARINGHOUSE the date of compliance with its debt submission file.

**C.** CLAIMANT AGENCY shall, upon execution of this agreement file a “participation form” with CLEARINGHOUSE designating a debt setoff coordinator and a debt setoff contact. Such participation form shall be updated on an annual basis and at any time there is a change in the information provided thereon. CLEARINGHOUSE shall administratively provide participation forms, as needed, for use by CLAIMANT AGENCY. The debt setoff coordinator shall be the designated local government employee authorized to receive notices and communication from CLEARINGHOUSE to insure that the requirements of this agreement and the requirements of the Act are met. The debt setoff coordinator shall supply CLEARINGHOUSE with any and all information that in the opinion of CLEARINGHOUSE is necessary for the proper implementation of this agreement. The debt setoff contact will receive all referrals from debtors.

**D.** CLAIMANT AGENCY shall use a file specified by CLEARINGHOUSE to prepare “debt files” and adjustments to debt files that CLAIMANT AGENCY certifies to CLEARINGHOUSE are owed to CLAIMANT AGENCY and that CLAIMANT AGENCY desires to have CLEARINGHOUSE submit to DEPARTMENT for setoff as shown on a document to be administratively supplied by CLEARINGHOUSE entitled “File Layouts for Submission of Debts from CLAIMANT AGENCY to CLEARINGHOUSE.” If, in the opinion of CLEARINGHOUSE, changes to the file format are necessary to carry out this program, CLEARINGHOUSE shall timely notify the CLAIMANT AGENCY. The CLAIMANT AGENCY covenants and agrees that it shall immediately implement any changes required by CLEARINGHOUSE. Data file structure will mirror requirements of DEPARTMENT 3 but may include other fields such as date of debt cancellation. CLEARINGHOUSE will organize capability of date and time stamping debt for priority setting.

**E.** CLAIMANT AGENCY shall transmit a debt file to CLEARINGHOUSE in a method and format acceptable to CLEARINGHOUSE. CLAIMANT AGENCY may choose one of three methods for data transmission: (1) customized software application provided by CLEARINGHOUSE; (2) file transfer protocol; and (3) hardcopy documents (hardcopy will require payment of costs of data entry services).

**F.** CLAIMANT AGENCY shall comply with the notice and hearing procedures set forth in G.S. 105A-5 prior to the submission of a debt file to CLEARINGHOUSE. Debt files must be received on or before Friday at 5:00 p.m. in order to be included in the following week’s submissions by CLEARINGHOUSE to DEPARTMENT.

**G.** CLAIMANT AGENCY shall, after a debt file has been submitted to CLEARINGHOUSE, advise CLEARINGHOUSE of any debtor repayment or protests and instructions to delete or reduce a delinquent debt by submitting a new debt file by close of business on the day the repayment or protest and instructions to delete or reduce a delinquent debt is received.

### **III. REPRESENTATIONS AND OBLIGATIONS OF CLEARINGHOUSE**

**A.** CLEARINGHOUSE shall, upon receipt of CLAIMANT AGENCY'S debt file, compile the information and submit the data to the DEPARTMENT on Monday of each week.

**B.** CLEARINGHOUSE shall remit to the CLAIMANT AGENCY funds received from DEPARTMENT within a reasonable time from the date of receipt from DEPARTMENT. Thereafter, CLEARINGHOUSE shall provide the CLAIMANT AGENCY an accounting of funds collected which will include the name of the debtor, the debtor's social security number, and the amount of the debt setoff as shown on the "File Layout for Submission of Debts from CLAIMANT AGENCY to CLEARINGHOUSE."

**C.** CLEARINGHOUSE will provide CLAIMANT AGENCY an entity version of the application software system, which will allow CLAIMANT AGENCY to do its own in-house data entry for transfer to CLEARINGHOUSE. CLEARINGHOUSE will provide free upgrades of the application software periodically, as needed. The entity version of the application system will provide both a comprehensive online help system and a written Installation/Set-up user's guide. A Pentium class computer with Windows 95 or above is required by CLAIMANT AGENCY using the application software system.

**D.** CLEARINGHOUSE will provide a licensed copy of PKWARE'S PKZIP to CLAIMANT AGENCY. This software provides for compression and encryption for the security of the data to be sent to CLEARINGHOUSE. CLEARINGHOUSE will also compress and encrypt the data using PKZIP before returning the data to CLAIMANT AGENCY. 4

**E.** CLEARINGHOUSE will provide a toll free telephone number for use by CLAIMANT AGENCY to receive technical support and provide information on the use of software applications and the processing of debts for submission to DEPARTMENT. Technical support and information shall be available from 8:00 a.m. until 5:00 p.m. EST, Monday through Friday, excluding holidays. Voice mail and e-mail access shall also be provided as a part of the support/information response system.

**F.** CLEARINGHOUSE will provide, at no cost to CLAIMANT AGENCY, technical support to CLAIMANT AGENCY, including site visits when advisable or appropriate. CLEARINGHOUSE will provide a first-level of support by telephone to attempt to diagnose the problems. However, if first-level support is unsuccessful, an on-site visit will be made within four (4) business days.

**G.** CLEARINGHOUSE will provide, at no cost to CLAIMANT AGENCY, a training seminar of one to two days each year for CLAIMANT AGENCY'S staff on the use of the debt setoff application system.

#### **IV. UNDERSTANDING OF PARTIES**

**A.** To recover the costs incurred by DEPARTMENT in collecting debts, it imposes a collection assistance fee on each debt collected through setoff. DEPARTMENT must collect this fee as part of the debt and retain it. To recover the costs incurred by claimant agencies in submitting debts for collection, a local collection assistance fee

of \$15 dollars is imposed on each delinquent debt submitted to DEPARTMENT and collected through set off. DEPARTMENT must collect this fee as part of the debt and remit it to CLEARINGHOUSE. If CLAIMANT AGENCY is due a refund of more that \$50 dollars, DEPARTMENT sets the tax refund off in the amount of the delinquent debt plus its collection assistance fees and the local collection assistance fee. If DEPARTMENT is able to collect only part of a debt through setoff, its collection assistance fee has priority over the local collection assistance fee and over the remainder of the delinquent debt. The local collection assistance fee has priority over the remainder of the delinquent debt.

**B.** DEPARTMENT has priority over all other claimant agencies whenever it is a competing agency for a refund. State agencies have priority over local agencies. When multiple claims among local agencies are submitted for setoff to CLEARINGHOUSE, the claims have priority based on the date and time each local agency requested CLEARINGHOUSE to submit debts on its behalf. The date and time of submission of the debt file shall constitute the date and time to establish the priority. CLEARINGHOUSE shall use submission receipt date and time of original file for priority date and time of specific debt. Additions to a delinquent debt through accrued interest and/or penalties will not change the priority date. Any "new" delinquent debt for same CLAIMANT AGENCY will have a new submission date and time, including new debts for a previously submitted debtor. A delinquent debt submitted to CLEARINGHOUSE that has been reduced, by setoff or otherwise, to an amount of less than \$50 may lose its existing priority. If such delinquent debt is thereafter combined with a future delinquent debt submission for the same debtor and thereby becomes eligible for setoff, it shall be treated as a part of the "new" debt and shall be assigned priority based on the future submission. If such delinquent debt, 5 through the addition of interest or penalties, is thereafter increased to an amount of at least \$50 and thereby becomes eligible for set off, such debt shall retain its original priority.

**C.** CLEARINGHOUSE shall not accept a debt file that is not prepared as specified by CLEARINGHOUSE or where a period of 60 days has not elapsed between the time the CLAIMANT AGENCY declares the debt delinquent and the date the delinquent debt is submitted to CLEARINGHOUSE for collection. CLEARINGHOUSE agrees to submit delinquent debts to Department; provided, however the CLAIMANT AGENCY is solely responsible for complying with the ACT, specifically including the notice and hearing provisions and other requirements of the act.

**D.** The CLAIMANT AGENCY acknowledges that CLAIMANT AGENCY is responsible for the notice and hearing requirements of the ACT. CLAIMANT AGENCY affirms to CLEARINGHOUSE that it will comply with the ACT, specifically including the notice and hearing provisions required by the ACT prior to the submission of a delinquent debt to CLEARINGHOUSE for setoff.

**E.** Successful interception funds will be disbursed through Capital Management of the Carolinas (Capital Management), the agency that oversees administration of the North Carolina Capital Management Trust. CLAIMANT AGENCY shall have an account with Capital Management prior to the submission of a delinquent debt to CLEARINGHOUSE and shall retain said account for as long as this agreement shall be in full force and effect.

## **V. COMPENSATION**

**A.** CLEARINGHOUSE shall receive as compensation for its services the \$15 local collection assistance fee that is imposed by DEPARTMENT on each delinquent debt that is submitted by CLEARINGHOUSE and collected through a successful interception. "SUCCESSFUL INTERCEPTION" is defined to mean the DEPARTMENT matched all or a portion of a debt submitted by CLEARINGHOUSE against a State tax refund for interception and payment towards a delinquent debt owed to CLAIMANT AGENCY.

**B.** CLAIMANT AGENCY, by the execution of this agreement, authorizes CLEARINGHOUSE to retain the \$15 local collection assistance fee imposed on each delinquent debt for each successful interception. CLAIMANT AGENCY further authorizes CLEARINGHOUSE to retain the local collection assistance fee collected by it in the event CLAIMANT AGENCY is required, by statute or otherwise, to return to a debtor funds that have been set off by DEPARTMENT.

**C.** CLAIMANT AGENCY may not combine individual delinquent debts of at least \$50 each by delinquent debtor name and social security number for submission to CLEARINGHOUSE. Multiple debts of less than \$50 owned by the same debtor to a claimant agency, and one debt of less than \$50 and a debt of at least \$50

may be combined to meet the \$50 threshold and thereby constitute a delinquent debt which may be submitted to CLEARINGHOUSE. 6

**D.** Existing submitted delinquent debts may be adjusted upwards for interest, fees etc., and will retain their original priority order, but not a later new delinquent debt, even if from the same debtor. New debts will be date stamped by CLEARINGHOUSE with the later submission date.

**E.** In the event of partial payment of a delinquent debt, the CLAIMANT AGENCY may continue to submit the balance of the debt, if \$50 or more, as a part of subsequent data files. If the delinquent debt is reduced to an amount of less than \$50, it may be combined with a future delinquent debt submission for the same debtor, and will be treated as a part of the “new” delinquent debt for purposes of priority and imposition of the local collection assistance fee.

## **VI. INDEMNIFICATION/REIMBURSEMENT**

CLAIMANT AGENCY fully understands and warrants to CLEARINGHOUSE that by submission of any delinquent debt submitted to CLEARINGHOUSE for setoff CLAIMANT AGENCY has complied with all of the provisions of the ACT and this agreement. The CLAIMANT AGENCY shall hold CLEARINGHOUSE free and harmless and shall indemnify CLEARINGHOUSE against any and all damages, claims, of action, injuries, actions, liability, or proceedings arising from the failure of CLAIMANT AGENCY to so perform. CLAIMANT AGENCY shall be responsible for the repayment of any sums received by it, including interest, penalties and court costs, to a debtor in the event a court of competent jurisdiction rules that said repayment is due to a debtor or debtors.

## **VII. NOTICE**

Any notice required to be given under this Agreement shall be sent by certified or registered mail postage prepaid to: \_\_\_\_\_ (debt setoff coordinator) \_\_\_\_\_ (local agency)

\_\_\_\_\_  
(address); and to: NCLM, P. O. Box 3069, Raleigh, NC 27602-3069 and NCACC, P. O. Box 1488, Raleigh, NC 27602-1488, in the case of CLEARINGHOUSE.

## **VIII. ASSIGNMENT**

This Agreement is not assignable by either party.

## **IX. CONFIDENTIAL INFORMATION**

In the course of performance of this Agreement, the parties may find it necessary to disclose to the other party certain confidential information (“Confidential Information”). Confidential Information includes, but is not limited to, information relating to the parties’ employees, trade secrets, customers, vendors, finances,

operations, products, and other business information. The following terms apply to Confidential Information: (i) the non-disclosing party shall treat as confidential and use the same degree of care as it employs in the protection of its own similar confidential information, but in no event less than a reasonable degree of care; and, (ii) the non-disclosing party will only use the information in connection with its business dealings with the disclosing party, and shall 7 disclose information only to employees or contractors having a need to know and who agree to be bound by the terms of this Section, unless otherwise authorized in writing by the disclosing party. Information shall not be subject to these terms if: (i) it is in the public domain at the time of disclosure, or enters the public domain without breach of this Agreement; (ii) it is known to the non-disclosing party prior to the disclosure, or it is independently developed by the non-disclosing party; (iii) it is obtained by nondisclosing party in good faith from a third party not under obligation of secrecy to the disclosing party; or, (iv) it is the subject of a court or government agency order to disclose, provided the non-disclosing party gives prompt notice to the disclosing party to allow the disclosing party to contest such order. The obligations set forth in this Section survive termination, rescission, non-renewal or expiration of this Agreement.

All information, including but not limited to printed, written, oral or computer-formatted information, which CLEARINGHOUSE may gain access to during the course of the performance of this Agreement shall be the property of CLAIMANT AGENCY, shall be held in the strictest confidence, and shall be used solely for the business purposes that are the subject of this Agreement. CLEARINGHOUSE shall maintain confidentiality of such information not only during the course of the performance of this Agreement, but following its termination.

## **X. MISCELLANEOUS**

**A.** This Agreement represents the full and final understanding of the parties with respect to the subject matter described herein and supersedes any and all prior agreements or understandings, written or oral, express or implied. This Agreement may be modified or amended only by a written statement signed by both parties.

**B.** The laws of the State of North Carolina shall govern the terms and conditions of this Agreement. Should any dispute arise between the parties concerning any matter under this Agreement, such disputes shall be submitted to binding arbitration before the American Arbitration Association, in accordance with applicable rules.

**C.** CLAIMANT AGENCY shall enter into no other contract for similar services with any other entity so long as this Agreement remains in effect.

**D.** The CLAIMANT AGENCY shall be identified and contacted as follows:

- Type of Agency (Check appropriate type)

A County, to the extent it is not considered a State agency A municipality A Water & Sewer Authority (created under Article 1 of Chapter 162A) (Attorney for CLAIMANT AGENCY MUST complete and include Attachment I – Local Agency Certification) A regional joint agency created by interlocal agreement (created under Article 20 of Chapter 160A) between two or more counties, cities, or both. (Attorney for CLAIMANT AGENCY MUST complete and include Attachment I – Local Agency Certification)

### **Resolution for Board Adoption NC Local Government Debt Setoff Program**

**Whereas**, NCGS Chapter 105A, Setoff Debt Collection Act, authorizes the North Carolina Department of Revenue to cooperate in identifying debtors who owe money to qualifying local agencies and who are due refunds from the Department of Revenue; and

**Whereas**, the law authorizes the setting off of certain debts owed to qualifying local agencies against tax refunds; and

**Whereas**, the North Carolina Association of County Commissioners and the North Carolina League of Municipalities have jointly established a clearinghouse to submit debts on behalf of the Local Agency of Pamlico County as defined in G.S 105A -2 (6), effective January 1, 2006 and thereafter as provided by law;

**Now Therefore, be it Resolved** by the Local Agency of Pamlico County will participate in the debt setoff program and hereby designates Tim Buck, County Manager as the person to hold hearings and conduct necessary proceedings. The Governing Body Chair and Manager/Administrator/Director are hereby authorized to execute such documents and agreements as necessary to participate in the debt setoff program.

Adopted by the Pamlico County Board of Commissioners on the 4<sup>th</sup> day of January 2010.

On a motion made by Commissioner Ann Holton and seconded by Commissioner Roy Brinson, the following resolution was unanimously approved.

**BE IT RESOLVED, the following release of value for the River Dunes Corporation are hereby approved.**

- |                   |           |                |
|-------------------|-----------|----------------|
| 1. L10-3-MV4A-RES | \$120,000 | Retention Pond |
| 2. L10-3-HV1-RES  | \$138,653 | Retention Pond |
| 3. L10-3-HV3A-RES | \$147,343 | Common Area    |
| 4. L10-3-11-RES   | \$101,250 | Common Area    |
| 5. L10-3-MV4B-BR2 | \$ 7,000  | Retention Pond |
| 6. L10-3-MV4B-BR1 | \$ 7,000  | Retention Pond |
| 7. L10-3-MV1A-RES | \$ 61,674 | Common Area    |

On a motion made by Commissioner Kenny Heath and seconded by Commissioner Jimmy Spain, the following resolution was unanimously approved.

**BE IT RESOLVED, that Amendment 1 to the Professional Services Agreement with Rivers and Associates adding the Vandemere Pressure Improvement Project for the Minnesott Beach Project is hereby approved. The Chairman and/or County Manager's signature is authorized thereon.**

**BE IT FURTHER RESOLVED, the total engineering fees are hereby increased to \$749,000 with the estimated project cost increasing to \$4,924,000.**

Mr. Mark Garner and Mr. Blaine Humphrey, Rivers and Associates came before the Board to present their recommendation of approval of a height of 170 feet for the proposed Arapahoe elevated water tank. Utilizing the County's hydrological model, Rivers simulated the resultant pressures at various heights and recommended a height that provides adequate pressures through year 2030, but does not create pressures that would cause plumbing problems. Board Members have requested that nearby residents be notified of the possible pressure increase when the project is complete. Mr. Humphrey stated that all they would have to do is install a pressure reducer valve in the homes to prevent problems.

On a motion made by Commissioner Kenny Heath and seconded by Commissioner Carl Ollison, the following resolution was unanimously approved.

**BE IT RESOLVED, the request for approval of the height of 170 feet for the proposed Arapahoe elevated water tank is hereby approved.**

On a motion made by Commissioner Ann Holton and seconded by Commissioner Roy Brinson, the following resolution was unanimously approved.

**BE IT RESOLVED, a public hearing will be held on Tuesday January 19, 2010 for public comment regarding the State mandatory Water Shortage Plan.**

On a motion made by Commissioner Carl Ollison and seconded by Commissioner Ann Holton, the following resolution was unanimously approved.

**BE IT RESOLVED, that Commissioner Kenny Heath is hereby appointed to the Military Growth Task Force.**

On a motion made by Commissioner Christine Mele and seconded by Commissioner Kenny Heath, the following resolution was unanimously approved.

**BE IT RESOLVED, that a budget work session will be held in the Commissioners Room on Monday January 25, 2010 from 8:30 a.m. until with an hour for lunch.**

On a motion made by Commissioner Ann Holton and seconded by Commissioner Ann Holton and seconded by Commissioner Jimmy Spain, the following resolution was unanimously approved.

**BE IT RESOLVED, the request to change the Monday January 18, 2010 meeting to Tuesday January 19, 2010 due to the Martin Luther King Jr. Holiday.**

On a motion made by Commissioner Christine Mele and seconded by Commissioner Kenny Heath, the Board went into closed session in accordance with G. S. 143.318.11 (6) client attorney privilege to discuss the request from Cutter Bay developers for the return of their water impact fees.

On a motion made by Commissioner Ann Holton and seconded by Commissioner Christine Mele, the Board went back into open session.

No action was taken in closed session.

On a motion made by Commissioner Christine Mele and seconded by Commissioner Ann Holton, the following resolution was unanimously approved.

**BE IT RESOLVED, that as per Pamlico County Water Policy the request from RR Development North III, LLC for the refund of the \$2,960,200.00 in water impact fees for the Cutter Bay residential development is hereby denied.**

Board Member set a Building and Grounds Committee Meeting for Tuesday January 19, 2010 at 6:00 p.m.

There being no further business on a motion made by Commissioner Ann Holton and seconded by Commissioner Jimmy Spain, the Board adjourned until Tuesday January 19, 2010 at 7:00 p.m.

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Chairman

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Clerk to the Board