

MARLBORO COUNTY COUNCIL
MARLBORO COUNTY ECONOMIC DEVELOPMENT PARTNERSHIP BUILDING
COUNCIL CHAMBERS
"CALLED MEETING"

TUESDAY, JANUARY 13, 2023

11:30 A.M.

CHAIRMAN

CHARLES P. MIDGLEY, JR

VICE CHAIRMAN

JASON STEEN

CLERK TO COUNCIL

SUSAN RIVERS

COUNTY ATTORNEY

ANDREW MCLEOD

COUNCIL:

JASON STEEN

DR. DAMIEN JOHNSON

CHARLES P. MIDGLEY, JR.

PEARLY LAWSON

KENNETH STROMAN

VERD ODOM

STEVE BLACKMON, AND

ANTHONY WOODS

- Absent

Others Present: Mr. Doug Carabo, Public Services Director; and Ms. Jacqueline Hough, Herald Advocate.

A copy of the Called Meeting Notice and agenda were posted on the front door of the William P. Wallace, Sr. Administration Building and on the Marlboro County Website. A copy of the agenda was provided to Ms. Jacqueline Hough, Herald Advocate prior to the meeting.

CALL TO ORDER – Mr. Charles P. Midgley, Jr. Chairman called the meeting to order at 11:30 a.m.

INVOCATION – Mr. Anthony Woods

CITY OF BENNETTSVILLE PARTICIPATION IN INITIATIVES

A letter from the City of Bennettsville's Administrator was provided to County Council advising the City would not partner with the County in the projects presented to them.

Mr. Anthony Woods questioned the City's non-participation.

Mr. Ron Munnerlyn, Administrator advised the City said they did not have the money.

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Mr. Charles P. Midgely, Jr., Chairman said “that at least it is on record and shows that the County reached out to the City and we’re open to them coming back to us in the future.”

Mr. Kenneth Stroman questioned where this left the county and asked what was the county’s alternative plan.

Chairman Midgely advised Council had already voted to pursue the projects we have and the county will be going with it. If the City had participated, it was only going to be a bonus.

Dr. Damien Johnson said “he did not think that was an accurate statement. He said in his conversation with some City Officials, they were not necessarily happy with what the county proposed and that is part of their apprehension. He though the council really needed to take a hard look at what they had proposed and make sure they are using these monies in the best interest of the county. He has heard from a lot of people that they are not happy with this proposal because it is not going to fully invest and enhance the citizens of Marlboro County. He said they need to take a hard look and speak to their constituents and see if they are on board.”

REQUEST TO REVIEW COUNCIL APPROVAL OF THE PURCHASE OF THE MARLBORO COUNTRY CLUB

Chairman Midgely questioned why Council was having this meeting because “Council had voted in November to purchase all four of the properties and to do what was necessary to close out this action. This was unanimously voted on. Then in December, with all of the budget details it was voted on with Dr. Damien Johnson being the only one to abstain.”

Ms. Pearly Lawson said “she wanted it on record to show that any votes to her coming on board, she could not vote on. She did not have a vote on any of these projects.”

Dr. Johnson said “he did not believe it was an accurate statement that they voted to purchase, they voted to pursue. Council only authorized the Administrator to move forward to the pursuit of, not the actual acquiring of. It should have come back to Council to decide if they wanted to purchase it. It was his understanding to engage, not to approve.”

Chairman Midgely said “he wanted to make a point. All of the council meetings are recorded. He has gone back and reviewed them as have several others, and he hopes all of council members have done. He also encourages the citizens to go back and review them. In looking at the October, November, and December meetings, there is no questions on the vote. Council has been working on this project for a year.” In speaking to Dr. Johnson, he said “you can go get legal action as well as any other council member that feels that way”.

Mr. Verd Odom said “he did not know why council was discussing this. In October, November, and December, Council had numerous meetings with workshops. It was open to the Public. All meetings were advertised and the public was here. Council heard all of the proposals. It was voted upon at least three times to move ahead with the project. In December, they had a workshop and

agreed on them. Then they went into the meeting and approved everything. They had a vote of 7 to 1. It doesn't matter if you abstained. The minutes are not going to change, the history is there, the votes are there. They gave Mr. Munnerlyn authorization to purchase the golf course. As far as he was concerned, it was over. They needed to move ahead." "Playing golf is only a portion of what the project is about. When initially discussed, the county needed a center piece to build the project around. There are 125 acres around this property with a lot of land to work with later, possibly in phase II. But, you have to have a center piece to build around." "All of the golf courses in the Pee Dee have a nice restaurant built around them. Marlboro County has the opportunity to do the same thing. Council is looking for Industries. Industries look at the schools, but, golf courses are high on their list. A lot of the executives and workers play golf. This will give the county something to present to them: a nice golf course, a nice meeting venue, and a nice restaurant." "Council needs things to sell this community and they certainly have to sale it. This was a golden opportunity for council to pull together. Seven of them voted to move forward."

Mr. Kenneth Stroman said "Roberts Rules of Order gives them the opportunity to reconsider their vote. They can bring it up at the next meeting and request that it be revisited. That's council's remedy." He stated "it doesn't mean anything will change, but, it means it could be brought back up for discussion. That was the reason for the meeting. They are in the right to do this."

Mr. Stroman discussed how he was a proponent of the golf course and splash pad and he was still a proponent of the golf course. With the golf course being currently up and operating he was not ready to go back and spend money on construction and redoing it. He would like to go back and rethink the budget. He didn't want to spend 75% on the money on the golf course when the City of Bennettsville is not going to participate. He wanted to take some of the money and put it in other places. He believed the renovations should be moved to phase II. He said "he was in favor of the golf course. They could purchase the golf course and build the water attractions around it and the lake. That was the whole process. However, things have changed. The final budget for the rest stop is 1.3 million dollars and the final budget for the renovations of the golf course is 2.7 million dollars." **Chairman Midgley** advised this budget was in the December package and they voted on it. Mr. Stroman said "they voted anticipating that the City was going to go dollar for dollar with the county. Now the county's budget would be \$650,000". Mr. Munnerlyn stated the amounts were correct, council voted knowing that the city may not participate and the projects would be scaled back accordingly. Mr. Stroman said "this meant 2.4 million dollars was going to the golf course with the initial price of the golf course being \$650,000 with the endowment being \$500,000 coming to them, this leaves the county with a \$150,000 balance. It was a good investment in his opinion, but, the rest of it, the renovations, he did not believe was warranted."

Mr. Jason Steen said " when council came out of the work session on November 15th, the motion to move forward was the items designated as Phase I (short version) was: a. Purchase and Improvements of Marlboro County Country Club; b. Design and construction of splash pad; c. Design and construction of Boardwalk on Beauty Spot Road; d. Design and construction of rest stop/food truck court on Broad Street; e. Allocation of funds for image concerns in Marlboro County; and f. authorize staff to develop any legal documents and arrangements to further these actions which would include entering into contracts or agreements for the purchase of properties

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necessary for the projects; directs staff to set up meetings with the potential financial partners included by not limited to the Lake Paul Wallace Authority, the City of Bennettsville, and the Marlboro County School District; directs staff to engage the services of special counsel to advise the County on the establishment of a Special Purpose Tax District that would generate dedicated revenue for recreation." Mr. Steen stated "Chairman Midgley asked all council members if they understood the motion. The Chairman did ask if there was a motion pursuant to Mr. Munnerlyn's recommendation. The vote was: Vote in Favor: Unanimous, motion carried." In December, Council voted to approve these minutes."

Dr. Johnson said "that was an accurate reflection. The action still has to come back to Council to vote to approve the contract. Council has not seen any contracts or any monies these things are actually going to cost. Mr. Munnerlyn still has to come back to council to seek approval to execute." **Chairman Midgley** advised Dr. Johnson that council did not ask Mr. Munnerlyn to go see (did not finish statement). Dr. Johnson said he still has to come back to Council to approve fully to execute. Chairman Midgley said "Council did not say that." Chairman Midgley advised the vote was clear and urged the Public to go back and look at all of their meetings and to come up with their own opinions.

Mr. Anthony Woods said "it is Council's due diligence not to let anyone go out and spend \$650,000 without them seeing the contract." He questioned Mr. McLeod as to whether a contract had been written up. Mr. McLeod advised that it had. Mr. Woods said that if the contract had been written up, it should have been at their desk for the regular council meeting to review to see that everything was per what they agreed. Mr. Woods said "the only thing Dr. Johnson was saying and he also agreed was they needed to look at the contract before finalizing it. If they give Mr. Munnerlyn all the rights with his staff, he still has to bring it back to council and say "here's the contract, read it, vote on it, and let me sign it". Then do the deal. If you do not have it in black and white, council does not know what's in the contract. Just want to know that everything is apples to apples. Just want to make sure everything they said and approved is in black and white. If they see it in black and white, they can move forward". Mr. Woods stated "they need to let each other finish what they are saying before jumping in. This was the courteous thing to do."

Mr. Odom said "the original price of the golf course was much higher than the \$650,000. Council did not like the original price, so Council instructed Mr. Munnerlyn that they wanted to pay \$650,000 for the golf course and with a 7 to 1 vote they gave him the authority along with Mr. McLeod to make the deal with the owners. There should not be any further discussion on this. If it had been a 4/4 vote it would not have passed. The contract will be on paper. It will not be any different than what council approved. They wanted to pay \$650,000 for the golf course and that's the deal that was made."

Dr. Johnson said "that all of that could be accurate, but, they still as a Council, Mr. Munnerlyn is not a Council Member, he is not an Official, and he works at the discretion and direction of them as Council Members. Even though they gave him the authority, in 2021 they gave Mr. Munnerlyn the authority to engage Carolina Bank, they gave him that authority, they agreed upon a \$250,000 purchase amount which he objected to, and when it came back, and it was a bad purchase. He

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(Mr. Munnerlyn) came back to Council and informed them and they engaged accordingly. They are the governmental body of the county. They cannot continue to defer their responsibilities out to someone who is not an employee of the county. They speak for the people. When they continue to defer their responsibilities, he's not sure if they are incompetent, not sure if lazy, or they just don't want to do it. They cannot continue to defer their responsibilities out. And when the decisions are made, they are looking at each other like they didn't know what was going on. They gave Mr. Munnerlyn the authority to engage on behalf of Council with his estimation of the obligation that Mr. Munnerlyn comes back to Council and they vote to finally approve what has been presented through the contracts."

Chairman Midgley told Dr. Johnson that was a good point regarding Carolina Bank. He said "they based their opinion completely on Mr. Munnerlyn (was not able to complete statement). Chairman Midgley advised Dr. Johnson that he was speaking. He said "they based their opinion to back out of the contract on County Staff and the Administrator's opinion. They gave him specific instructions that if anything changed in what they authorized him to do, they trusted the Administrator to come back and advise them, which he did with Carolina Bank. But with the golf course, they gave him full power to execute the contract, it's in the minutes, it's all there. We cannot change history. If the council members are saying that now, he was sorry, but they must not have done their homework. This should have been brought up before now. It is an embarrassment to council that they are bringing it up now".

Mr. Odom said "Dr. Johnson was right, they are the governing party of Marlboro County and they make decisions of the county for the people of the county, that's why they elected them. They made decisions on these projects 7 to 1. Mr. Munnerlyn is definitely an employee of this county. We operate with a Council/Administrator form of government in Marlboro County. The council makes the decisions and they hand it down to the Administrator to carry out the day to day operations and the operations for the decisions they make. And that is exactly what happened with this project. They voted 7/ to 1, gave full authority to Mr. Munnerlyn to pursue and he is still wondering why they are back in this meeting again discussing it. The decisions have been made. He doesn't think anyone appears dumb". He told Dr. Johnson "he doesn't think he didn't pay attention to what was going on. They knew fully well what they were voting on, if not there would have been a or several descending votes. That's the way it works. It was an almost unanimous vote to pursue the project. They were wasting the public's time and their time on a decision that was made with plenty of forethought, plenty of advertising in the newspaper of meetings for the public to come and they came".

Dr. Johnson said "that was part of the problem. They just want to come there on Tuesday. They do not want to engage any other time. Why are they there, they are there because they have received \$7 million which they are responsible for. They as Council Members, if the citizens don't think they are spending this money wisely, this is why they are here. They are here engaging which Council's responsibility is. They are Civil Servants. When they signed up as Council, they signed up to sit in meetings. And that is what they are doing. He didn't care if they had voted 10 times, when they have apprehensions, they are to come back to engage and discuss. They gave Mr. Munnerlyn authorization to pursue the option of purchase, not to purchase". Chairman

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Midgley advised Dr. Johnson that he was repeating himself. Dr. Johnson said “if they make a decision and they determine that the decision made was not accurate or a great decision, it’s their responsibility to come back and revisit”. He told Mr. Odom “he was sorry it was a waste of time for him, but it’s not a waste of time because they have money that he doesn’t believe is being used for the full benefit of the county. This is supposed to be a recreation project and that is very low on this project. It is being housed as a recreation project. He was in favor in looking at the decision again. After the contracts come back, then they can finalize and approve the measures they have engaged. Chairman Midgley advised Dr. Johnson that it was well within his right to seek legal counsel and that’s how things are done. Dr. Johnson told Chairman Midgley not to address him, to recognize Mr. Munnerlyn.

Mr. Munnerlyn said “the only direction he and staff have is what council votes on. They may disagree on what their perception is on what they voted for. A lot of details were discussed in one or two executive sessions. This puts staff in a terrible position of and he’s really not sure what he position it puts them in because they are trying to act on what Council wants. And the vibe of the November meeting was “Let’s rock and roll” and move forward with this. A motion was created and everybody was there, and they moved forward. He understood there may be a change of heart, or an opposition to a particular component of it, but, he would disagree on the record that they have done anything that council has not authorized them to do. In November the action was very specific about moving forward. In December all of the financial parts were in there. Also, it does not account for the money from the Love Foundation. From his and Attorney Andrew’s perspective, from working to try to make this happen and there has been a lot of pressure to hurry up. They acted on what Council voted on twice. In the December Resolution there’s language that includes all of the details. There is no problem with giving Council a copy of the contract, it’s a standard purchase agreement. It’s not a complicated contract. If the county had backed out of the agreement, the money they would lose was prorated on a daily basis in the interest of the county. In his defense, he acted on what council voted to do and they are not going to change his mind on that. The money’s laid out. And the last thing council needs to consider (he showed a sheet they had in their possession) is that the City is not going to participate which council had discussed. If they were not going to participate, the project would be scaled back. There is still \$2.2 million left for phase II projects. He understands the opposition of some council members to the golf course. He wanted to make sure that they are talking facts correctly. There is a decent amount of money left to do something. One thing council had previously discussed was doing some type of aquatic water project”. Mr. Munnerlyn advised he had received an email with a copy of the governor’s speech. Included in this speech was where the governor had discussed having a bid budget surplus. Mr. Munnerlyn advised if council worked with the delegation they may be able to get another pop for the project. They previously got \$2 Million through the delegation and may possibly be able to get more.

Mr. Steve Blackmon advised he did not play golf. He said “the county does need a golf course and the administrator did what he was instructed to do. Mr. Munnerlyn kept verifying what Council wanted. Has the contract changed?” Mr. Munnerlyn advised he did not have the contract in front of him but the amount was what council approved. Mr. Blackmon advised that council

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could make revisions after the purchase, which he doesn't mind, but council did vote on this. They knew what the money was when they voted”.

Mr. Woods said “he agreed with Mr. Blackmon, just needed to see the contract. If there's something that needs to be downsized they can make that decision when it comes up.” He questioned Attorney McLeod whether the contract was to be signed by the Chairman, the administrator, or both? Attorney McLeod advised it is whatever the council authorizes based on the office. Mr. Woods said “They just want to see the contract. They do not need another meeting”. He didn't think it was a big issue for the attorney to give them a copy to review. They have until January 31st, just want to see the contract. Attorney McLeod said it may be a good idea in the future to require 2 signatures.

Dr. Johnson said “Mr. Chairman, I think it's a good practice. What we are showing our citizens is that we are deferring our responsibilities because if we haven't even an opportunity to look at a contract, who in their right mind would agree to something they haven't even looked at”. He said “if we haven't looked at the contract as the governmental body of Marlboro County and signing off on our own contracts with both the Attorney and the Administrator saying that in the future council may want to sign something that is our responsibility for. It sets a bad precedent”.

Mr. Steen said “the Administrator is always available for everybody and they can always ask him for a copy”. He requested Mr. Munnerlyn get a copy for council members.

Mr. Munnerlyn said the county is like a business with them being a Board of Directors. They approve stuff and then they could have the Chair or the CEO sign them. This was the way it was done everywhere. It was fine with him how they did it in the future. He advised his concerned was “we are moving forward with what you all voted to do, now you're turning it into I did something you didn't approve, that's not true”. Dr. Johnson said “ this is not about you Mr. Munnerlyn”. Mr. Munnerlyn advised Dr. Johnson that he was speaking because he had the floor. Dr. Johnson said “it's not about you though, it's about council”. Chairman Midgley advised Dr. Johnson that Mr. Munnerlyn had the floor. Mr. Munnerlyn said “my concern is trying to conduct the business of the county with the pressure of hurry up and get it done. It's been said “we want to hurry up and get it done”, so when comments came up the other night, it's like Oh my God, you know this is where I thought we had a consensus, the actions reflect that and the actions that were put on the agenda with the finances done in December reflect that”. He further discussed that the finances were done in detail so to make sure council saw that. He said he also advised council privately to make sure they read the stuff sent to them. Mr. Munnerlyn said “I think the comments about the contracts in the future are fine from my opinion. But, the other part is that we have to be able to conduct business and if you make a decision, then come back two months later and you're going to change your decision, that's going to become very difficult”. He advised with this project, particularly with the gold course, he also advised them privately and publicly that he wasn't exactly super enthused with it, but, that's what council wanted to do twice. There are some things we have to do now because of the year's lead time with carts, equipment being several of them. Mr. Munnerlyn said “ from the argument today about whether it's going to happen or not, we do need to know what we are going to do so it doesn't just shut down if we're buying it”. He

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advised he was here to do what they tell him to do. He was doing it like the people in this job did before him and like the people in Marion and Dillon counties are doing.

Mr. Steen said “the last thing we approved in November authorized staff to enter into contracts. They voted unanimously to give him that in the minutes. I want that recorded. We authorized staff to develop and says include entering contracts. If there were any reservations, it should have been stated in the minutes. The question was clearly stated “does everybody understand the motion. It was said Yes. If there was anything added or subtracted it should have been done at that time and that was the November meeting. That vote was unanimous”.

Mr. Stroman said “I would like to go on the record conceding that we voted and it was as Vice-Chairman Steen stated, that was exactly how we voted. That is my opinion. I’m not arguing that point. That point is correct. The question was do you put all of your funds now that we know we don’t have a 50/50 match with the city, can we take some of the funds away from the 2.4 million dollars of golf course renovation budget”? Mr. Stroman advised he knew that there are some things the county had to do. There was no doubt with that, but, there are other things that do not have to be done at this time.

Mr. Munnerlyn showed council one of the documents previously given to them regarding the budget. He said “with my experience in business, being on council, and with what I does now, when everybody gets into a dispute, it all becomes one thing. If you split it out sometimes, it’ll get easier. I don’t want to get lost in the dispute”. He advised council there is still some money, a decent amount of it left for the project.

Mr. Stroman said “I know all of these things need to be done for the golf course. I’m just not sure it needs to be done at Phase I. We can move it to phase II and move some things from phase II and III up so now those funds can be used”.

Mr. Munnerlyn suggested that no matter how the current meeting went, it is time to have a work shop and talk about the things the City are not going to be involved with”. He thought everyone was thinking the same thing. Golfers are going to tell them they need to repair the irrigation system. However, if you start it now, it will disrupt the spring season so that needs to be bumped into another budget year. Hopefully, in another budget year, the county can get more money from the state.

Mr. Stroman advised that with the purchase of the golf course they need to appoint the golf committee as discussed and as far as renovations, get their opinions on what needed to be done. He wanted to get their opinion as to the priority of the needs. The committee needed to give council a path or map of what they think.

Mr. Munnerlyn said that he agreed completely. He advised the owners have organized a meeting and get together with their board members and hard core golf player for the following Thursday just to come out and hear what people have to say. Council was invited. Council approved the purchase in November and December. There are some things which have to be done. We have to

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buy carts, with the old one’s you can pack a lunch and hope you get back to the building. But, he advised there are some things they may possibly be able to do different. With the City not participating with the splash pad, council may wish to do something different. It needs to be discussed again. “The discussion has always been to buy the golf course and make it a Recreation Complex with having these things around it. So, it’s not just golf”. He advised they may wish to hold a work shop within the next few weeks to sit down and discuss everything. They definitely had a reason to rethink the projects they were going to have with the city.

Mr. Woods said “I agree with Mr. Munnerlyn on the issue of having a work session”. He clarified the get together for the next Thursday. This would be an opportunity to go, look at the golf course and get the interaction with the owners and others. With the City not participating, they may be able to touch base with the School District to discuss. He noted that with everyone talking, it was discussed that the golf course was going to be the center point with other recreation activities around it from the splash pad to putt putt. He thought the work shop was a good idea so they could move forward. This would also give everyone the opportunity to voice their opinions one last time, get a copy of the contract, and move forward. He said “We’re not here to waste time. It’s not wasting time when you come out in the positive. There’s some animosity in the air, so now I think everything is more clear and understandable. So, the meeting was not a waste of time. We were able to vent a little bit and get some clarity”. Mr. Woods said they needed to go and meet the people the following week, then sit down and discuss what they needed to do. They could move forward and get their people in place.

Mr. Munnerlyn said “I want to go on the record. Council had approved all four of the items with the same argument as this. You have approved the Beauty Spot Road project with the Lake Authority, they agreed to go half & half. I am moving forward with it. The other two things you have approved, and with the City’s decision, which you have really never finalized a decision for a location for the splash pad. You really never talked about it. We have a contract to purchase the Broad Street property and the closing date is March. I do want to add something to the comments that we don’t need to do things for the tourist. We’ve lost focus of what we talked about in the work sessions. We’re not doing things for tourism. We’re trying to get money out of the tourist’s pockets so you can develop businesses and all here”. He advised it was a fairly low project to get all of it. He said “You need to discuss it again because the city is not in it. It’s going to be half as good. We were given direction to enter into a contract, we did, and I would rather discuss that in an executive session. We are moving on other things too. But, I have reason to revisit”.

Dr. Johnson said “I agree with the sentiment of Council Woods but one thing I do have to note is just because we agree, doesn’t mean that we can’t come back and revisit what we agree. My son is an avid golf player. I have no opposition to us having a nice golf course in Marlboro County. I’m the one up here where a son plays golf, who’s out there on the golf course a lot. I have no opposition, my opposition is that as Council Members, that we’re not doing our responsibility to the people to govern properly and not defer our responsibilities out because we’re lazy or we just don’t want to do the work. That’s what my thing was, making sure the contract, making sure that we can view the contract, making sure that we’re doing the things that governmentally we’re responsible for doing. I have no opposition to these projects. I want to make sure that if we make

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a decision, we can come back and revisit those decisions if we deem them not being appropriate. Things change, lenses change, financial situations change, so we can't come back as a council and say we made a decision, but, let's talk about it. Woe to us if we can't come back and make some changes on a decision that we make that may have been good for the moment, but as we took a wider scope, may not be good for the longer run. That's my take on this meeting and I appreciate you Mr. Chairman for giving me the time to speak.

Mr. Odom said "Mr. Chairman, if there is no more discussion, I would like to make the motion to adjourn.

Ms. Lawson said "I would like to make a statement. I heard everything that was said and I respect everyone's opinion. As I said on the record I was not a voting member on Council for any of the discussions here today. But what was said threw a key to me because I prayed about it last night. I didn't have enough time. I think a workshop is needed for all of us as members of this council to revisit our policies and procedures and understand our policies and procedures. That's one of the biggest things that I put for me to understand. I want to know Marlboro County's policies and procedures and the State policies and procedures. If there is something in here that is not clear for everyone, maybe we need to amend some of these things so that things can flow, so we can say this is what was adopted in 2014. I looked back today, there may be some things that might need to be revisited. So, I would appreciate a work shop on things like that".

Chairman Midgley thanked Ms. Lawson for her comments and asked Mr. Munnerlyn if he could set up some sort of work shop soon. Mr. Munnerlyn advised he would like to get some of the stuff out on the golf course first. Chairman Midgley said that was fine. He called for a motion to adjourn.

ADJOURN

Motion made by Mr. Verd Odom, seconded by Mr. Steve Blackmon, to adjourn the meeting. Vote in favor. Unanimous. Motion Carried.

The meeting was adjourned at 12:30 PM.

(SEAL)

ATTEST:



Charles P. Midgely, Jr., Chairman
Marlboro County Council



Susan Rivers, Clerk
Marlboro County Clerk

Adopted: 2/14/2023