

The Honorable Board of County Commissioners met in their said office at 10:00 a.m., August 2, 1976, it being first Monday.

MEMBERS OF THE BOARD PRESENT:

Donald P. Currie, Chairman

C. Waldo Marlowe, Vice-Chairman

Edward W. Williamson

Mayo Brown

W. B. Buffkin (Absent)

Sankey W. Robinson, Attorney

Emogene W. Suggs, Clerk

The meeting was called to order by the Chairman and the invocation was given by The Reverend C. B. Hicks, Pastor, Hallsboro Methodist Church.

The following business was transacted:

The minutes of the July 19th meeting were approved as recorded.

Mrs. Wright, Social Services Director, reported to the Board that Mr. Eznor, Food Stamp Clerk, had not been replaced and asked the Board if they would grant permission to Social Services to make application to permit the Postal Service to sell food stamps in lieu of the Dept. of Social Services which is recommended by the State. The cost would be about the same as replacing the Clerk and the insurance cost for liability. A motion was made by Commissioner Williamson, seconded by Commissioner Brown and unanimously passed to make application to allow the postal service to be the agent to sell food stamps.

Ordered: that the County Attorney advertise to purchase a dragline for the Landfill.

Ordered: that the County Attorney advertise the house known as the FHA House on West Smith Street for sale. The property will be converted to a parking lot at a later time.

Ordered: that a refund be made to R. G. Hobbs, Ransom Township, in the amount of \$26.95 for the year 1973 due to an error in transfer of property.

Ordered: that the Chairman be authorized to sign the following application for a grant to be used for training of law enforcement personnel:

WHEREAS, the Columbus County Board of Commissioners herein called the "Applicant" has thoroughly considered the problem addressed in the subgrant application entitled Regional Training and has reviewed the project described in the application; and

WHEREAS, under the terms of Public Law 90-351 as amended, the United States of America has authorized the Law Enforcement Assistance Administration, through the North Carolina Division of Law & Order to make federal grants to assist local governments in the improvement of the criminal justice system,

NOW THEREFORE BE IT RESOLVED BY THE Columbus County Board of Commissioners IN OPEN MEETING ASSEMBLED IN THE CITY OF WHITEVILLE, NORTH CAROLINA, THIS THE 2ND DAY OF AUGUST, 1976, AS FOLLOWS:

1. That the project referenced above is in the best interest of the Applicant and the general public.
2. That Jerry Ramsey be authorized to file, in behalf of the Applicant, an application

in the form prescribed by the Division of Law & Order for a subgrant in the amount of \$4,401.00 to be made to the Applicant to assist in the defraying the cost of the project described in the application. This individual shall act as the authorized representative of the Applicant in connection with all aspects of the application process.

That if the subgrant is made, the Applicant shall provide or make arrangements to provide, a local cash matching contribution in the amount of \$234.00 and a local in-kind matching contribution valued under LEAA guidelines at -0-.

That the project Director designated in the application form shall furnish or make arrangements for other appropriate persons to furnish such information, data, documents and reports pertaining to the project, if approved, as may be required by the Division of Law & Order.

That certified copies of this resolution be included as part of the application referenced above.

That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED in open meeting.

By: /s/ Donald P. Currie, Chairman

Commissioner Edward W. Williamson offered the foregoing resolution and moved its adoption, which was seconded by Commissioner C. Waldo Marlowe and was duly passed.

Ordered: that the Chairman be authorized to sign the following contract with the Buckhead Fire Department:

#### CONTRACT AND AGREEMENT

THIS CONTRACT AND AGREEMENT, made and entered into this ~~20th~~ <sup>29th</sup> day of July, 1976, by and between the County of Columbus, a body politic, party of the first part, also referred to as the COUNTY, and the BUCKHEAD VOLUNTEER FIRE DEPARTMENT, INC., party of the second part, also referred to as the FIRE DEPARTMENT;

#### W I T N E S S E T H:

THAT WHEREAS North Carolina General Statute 153A-233 provides that the County of Columbus may enter into continuing contracts and pursuant to this authority the County of Columbus may enter into a continuing contract with a volunteer fire department and may make annual appropriations of such funds as may be provided for in this contract; and

WHEREAS, it is desirous that the Fire Department make application to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture for a loan in the amount of Thirty Thousand Nine Hundred Dollars (\$30,900.00); and

WHEREAS, in consideration of the mutual promises and agreements herein contained and pursuant to the general power and authority of the Fire Department to furnish fire fighting services and the general power and authority of the County to provide fire protection for the parties herein mutually contract and agree as follows:

1. (a) The Fire Department agrees to furnish and provide continuing fire service to all properties lying within the Buckhead Fire District, North Carolina, by promptly dispatching, upon call of any resident, property owner or other person, within the said Buckhead Fire Depart-

ment District, the Fire Department's fire fighting equipment and adequate personnel to operate the same, and then making diligent efforts to control and extinguish all fires.

(b) The Fire Department, in providing the said services, shall use its own means and methods which shall not be subject to control, direction or supervision by the party of the first part. All fire fighting equipment and personnel necessary and proper for the performance of this contract shall be provided by the Fire Department at its sole cost and expense, and all engaged in fighting fires pursuant to the provision of the Contract shall be subject to the exclusive control, direction and supervision of the Fire Department. The party of the first part shall not have any right or power with respect to the employment, control, direction, supervision or discharge of any person who may engage in fire fighting services or activities in the performance of the obligations imposed by this Contract upon the Fire Department in furnishing fire fighting services to the party of the first part for the residents and property owners.

2. Procedures for giving fire alarms and communicating the existence of fires to the Fire Department shall be established by mutual agreement between the parties hereto and shall be properly publicized.

3. The party of the first part will adopt such rules and regulations, by ordinance or otherwise, as may be necessary and proper to prohibit interference with personnel of the Fire Department in the discharge of their duties in fighting fires within the Buckhead Fire District, to prohibit damage to and interference with fire fighting equipment and apparatus of the Fire Department and to provide for such other rules and regulations as necessary and proper for the furtherance of the objects of this Contract.

4. (a) As full compensation for the fire fighting services to be rendered by the Fire Department as herein provided, the party of the first part agrees to pay to the Buckhead Volunteer Fire Department, Inc., a sum equal to \$2,010.00 annually, said payments to be made quarterly in installments of \$502.50 each.

(b) That all funds paid to the party of the second part by the party of the first part shall be used exclusive to provide or pay other legitimate fire protection expenses including principal and interest on the aforementioned loan made by the Farmer's Home Administration

5. This contract shall extend for a term of 30 years from the date of the Farmers Home Administration loan closing and may be renewed or extended for such term or terms as may be agreed upon by the parties hereto.

6. This contract is hereby pledged to the United States of America, acting through the Farmers Home Administration, as part of the security for a loan from the United States of America.

IN WITNESS WHEREOF, the COUNTY OF COLUMBUS, party of the first part, has caused this contract to be executed in its name by its Chairman of the Board of County Commissioners, attested by its Board Clerk, and the County seal hereto affixed, all by authority of the Board of Commissioners duly given, and the BUCKHEAD/FIRE DEPARTMENT, INC., has caused this contract to be executed in its name by its proper officers and its corporate seal hereunto affixed, all by authority of its Board of Directors duly given, as of the day and year first above written.

ATTEST

/s/ Emogene W. Suggs, Clerk  
Board of County Commissioners

COUNTY OF COLUMBUS

BY: /s/ Donald P. Currie, Chairman  
Board of County Commissioners

ATTEST:

/s/ Dennis O. Patrick, Secretary

BUCKHEAD VOLUNTEER FIRE DEPARTMENT, INC.

BY: /s/ E. S. Jacobs, President

Ordered: that Paul Hughes be authorized to purchase a water cooler for the Mental Health Department and remove the old building in back of the County Hall.

Ordered: that Jean Caines be given a check from the Out-Door-Poor Fund in the amount of \$50.00 for immediate relief.

Ordered: that Hobson Ivey be appointed as Supervisor for the Soild Waste Department. Heretofore he has been Acting Supervisor.

Dr. Jerry Paschal, Supt., County Schools, and other Administrative Personnel presented the Annual Report for Columbus County Schools as a means of keeping the Board informed and having closer communications between the Boards of Education and County Commissioners.

Roscoe Enzor, Tax Collector, reported to the Board on his work after being Tax Collector for a month. He reported he was sending out notices on delinquent taxes over three years in arrears and was having a good response. The Board commended him on his actions.

Jailer, H. K. George, and Assistants Gaskin and Reeves met with the Board to request a pay increase equal to the road policemen. There was a discussion of the request and the Board informed them that some action would be taken at the meeting. In later discussion the Board instructed Commissioner Brown to contact Chief Barker and request a recommendation from the Public Safety Commission as to the pay scale for the persons involved.

Hugh Clark, FHA Administrator, made a report to the Board on the loan transactions of the FHA in the County for the year which in turn add to the tax base for the County in the amount of \$2,000,000 for the year.

The Board authorized the following to be hired under the CETA Program:

ASC Office	Housekeeper
Bolton	Clerk
Schools	Two at Guideway, Tabor High & Tabor Elementary (6)
All Departments may replace persons that terminate on August 2, 1976 or later.	

Upon motion the meeting adjourned until August 16, 1976, at 10:00 a.m.

Emogene W. Suggs  
Clerk

APPROVED:

Donald P. Currie  
Chairman