

The Honorable Board of County Commissioners met in their said office at 10:00 a.m., October 6, 1980, it being first Monday.

MEMBERS OF THE BOARD PRESENT:

C. Waldo Marlowe, Chairman (Part-time)

Junior W. Dew, Vice-Chairman

Edward W. Williamson

L. A. Hinson

David L. McPherson

James E. Hill, Jr., Attorney (Part-time)

Emogene W. Suggs, Clerk

The meeting was called to order by the Chairman and the invocation was given by Commissioner Hinson.

The following business was transacted:

A motion was made by Commissioner Hinson, seconded by Commissioner McPherson and passed that the minutes of September 22nd be approved as recorded except that the word "franchising" quoted from the letter of Dr. Smith be changed to "subsidize". (Page 322, Line 17)

A motion was made by Commissioner Williamson, seconded by Commissioner Hinson and passed that the County pay Roscoe Blackmon, Rt. 4, Whiteville, NC, \$30.00 for damages to his pumphouse as a result of the County Sanitarian removing the lid from the pumphouse in performing an inspection of water because of a case of hepatitis reported by Dr. Thigpen.

The following tax releases were approved upon motion by Commissioner Williamson, seconded by Commissioner Dew and recommended by the Tax Collector or the Tax Supervisor:

Ordered: that a refund be given to Dewey Allen Richardson, Whiteville Township, in the amount of \$30.00 for 1979 penalty charged through error.

Ordered: that the 1980 taxes listed in the name of the following be released for Property Tax Relief for the Elderly & Permanently Disabled Persons:

Palmer Bellamy	Williams Township	\$7,500.00 Valuation
Sylvester Graham Heirs	Ransom Township	4,200.00 Valuation
A. H. Cumbee	Williams township	4,670.00 Valuation

Ordered: that the 1980 taxes listed in the name of Willie Heirs & Eunice Strickland, Williams Township, be released on the valuation of \$1,450.00 due to an error in listing a 1973 Ford as a 1976 Ford.

Ordered: that the 1980 taxes listed in the name of Harry Lee McPherson, Williams Township, be released on the valuation of \$1,000.00 due to an error in appraisal.

Ordered: that the 1980 taxes listed in the name of Kenneth M. King, Chadbourn Township, be released on the valuation of \$17,950.00 due to an error in transfer of property. Property is listed to Danny Pierce Long on late listing.

Ordered: that the 1980 taxes listed in the name of Kenneth M. Long, Chadbourn Township, be released on the valuation of \$1,075.00

Ordered: that the 1980 taxes listed in the name of James Homer and Sonja T. Norris, Williams Township, be released on the valuation of \$4,970.00 as house was only 60% complete on January 1st rather than 90%.

Ordered: that the 1980 taxes listed in the name of John Patrick & Marlene J. Fowler, Ransom Township, be released in the amount of \$9.38 in the ADR Fire District. Mr. Fowler states that he does not live within the District.

Ordered: that the 1980 taxes listed in the name of Gambles C. & M. Leasing Co., Waccamaw Township, be cancelled on the valuation of \$8,950.00. The vehicles are double listed.

Ordered: that the 1980 taxes listed in the name of Ronald Lee & Rebecca Ann McDowell, Williams Township, be released on the valuation of \$20,040.00 due to an error in listing a house that belongs to his father.

Ordered: that the 1980 taxes listed in the name of Julian D. Gore, Whiteville Township, be released on the valuation of \$12,760.00. House is to be listed separately and paid by a loan company.

Ordered: that the 1980 taxes listed in the name of George Franklin Coleman, Waccamaw Township, be released on the valuation of \$1,590.00 due to error in listing wrong model year on mobile home.

Ordered: that the 1980 taxes listed in the name of Industrial Rental, Ransom Township, be released on the valuation of \$7,680.00 due to error in listing equipment that should be listed to B. E. & K on late listings.

Ordered: that the 1980 taxes listed in the name of Paul F. Page, Chadbourn Township, be released on the valuation of \$450.00. Property was sold to NC Department of Transportation.

Ordered: that the 1980 taxes listed in the name of Frederick King, Jr. & Wife, Ransom Township, be cancelled in the amount of \$19.67 for ADR Fire District taxes as Mr. King does not live within the District.

Ordered: that the 1979 taxes listed in the name of Connie B. Beck, Whiteville Township, be cancelled on the valuation of \$3,275.00 due to double listing a car.

Ordered: that the 1980 taxes listed in the name of United States of America, Whiteville Township, be cancelled on the valuation of \$14,270.00 due to an error in listing.

Ordered: that the 1980 taxes listed in the name of Sudie Bention Williamson, Chadbourn Township, be released on the valuation of \$2,000.00 due to an error in listing.

Ordered: that the 1980 taxes listed in the name of Pete & Wanda Sellers, Williams Township, be cancelled on the valuation of \$7,510.00 due to an error in appraisal of mobile home. Home was appraised as real property and was listed in personal property.

Ordered: that the 1980 taxes listed in the name of B. E. & K Company, Ransom Township, be cancelled on the valuation of \$11,673.00 due to double listing.

Ordered: that the 1980 taxes listed in the name of D. Paul & Mary Jane Hewett Whiteville Township, be released on the valuation of \$15,650.00 due to error in copying the real estate for 1978, 1979 and 1980. (Refunds to be made for 1978 and 1979)

Ordered: that a refund be given to D. Paul & Mary Jane Hewett, Whiteville Township, for the years 1978 and 1979 in the amount of \$187.80 for each year, total \$375.60.

Letters were presented to the Board from Jo Anne Vereen, Social Services Director, and Dr. J. R. Black, Health Director, requesting that the reimbursement rate for travel expense be increased from 19¢ per mile to 25¢ per mile for use of private automobiles for County business and that the amount budgeted for car depreciation be used to cover the additional cost of the County's share of the expenses rather than give car depreciation as these Departments now do.

A motion was made by Commissioner Williamson, seconded by Commissioner Dew and passed to approve the increase as requested by the above Departments and all county employees that are now paid travel reimbursement. It was stipulated that the Departments of Social Services and Health not exceed the amounts already appropriated in the present budget for travel. (Change in Personnel Administrative Policy, Page 15)

A motion was made by Commissioner Williamson, seconded by Commissioner Dew and passed to charge off the following checks in the Undistributed Tax Fund as they have been issued over 2½ years and not cashed:

Check No.	Amount	Date Issued
8009	.09	10-16-75
1039	1.30	2-05-76
8049	.86	3-16-76
8050	.52	3-17-76
8056	1.75	4-08-76
8273	2.02	8-24-76
8325	4.76	10-12-76
8333	1.20	11-18-76
8367	7.20	2-22-77

A motion was made by Commissioner Williamson, seconded by Commissioner Dew and passed that David M. Griffith and Associates be employed to prepare an indirect cost plan for Columbus County for the FY ended June 30, 1980.

A motion was made by Commissioner Dew, seconded by Commissioner Williamson and passed that the resolution passed on September 2, 1980, (page 317) be rescinded. Commissioner McPherson voted against the motion. The Clerk was instructed to write a letter to Senator R. C. Soles, Jr. and Representative Richard O. Wright, Jr. and tell them of this action by the Board and that the Board will support any legislation that they may introduce that will be for the betterment of schools in the County. The resolution concerned changing the time of non-partisan elections in Columbus County from the primary election until the general election in November or at some time other than the primary elections.

A motion was made by Commissioner Dew, seconded by Commissioner Williamson and passed to amend the Revaluation budget to reflect the actual amount owed on the Revaluation Contract with Carroll-Phelps Company rather than the estimated amount and adjust the appropriation of Surplus to reflect the difference which is \$5,625.00 less.

Members of the Library Board of Trustees and Director, Amanda Bible met with the Board to discuss making application to the State for a grant to add more space to the existing library building. Architect Frank Ballard was also present.

A request was presented to the Board by Jane Lewis, Chairperson, Library Board of Trustees, that the Commissioners appropriate \$75,000.00 as a part of matching funds to apply for a \$100,000.00 grant and the Board of Trustees would raise \$25,000.00. If this amount could not be appropriated, they requested any amount that the Board would appropriate.

Later in the meeting a motion was made by Commissioner Dew, seconded by Commissioner McPherson and passed to deny the request. Their decision was based on the lack of available funds, the fact that the college had made a similar request and was denied, and the citizens of the County had recently voted against a bond referendum for construction funds for the Library, College and Schools.

A motion was made by Commissioner McPherson, seconded by Commissioner Hinson and passed to appropriate funds to purchase a mailing machine on a lease-purchase plan and that funds in the amount of \$726.00 be appropriated from Surplus to cover the costs for the remaining nine months of this year.

Sandy Shaw, Manager, Town of Chadbourn, Leo Mercer, Mayor and representatives of the Chadbourn Volunteer Fire Department met with the Board to further discuss the establishment of a service district for the area around the Town of Chadbourn.

A motion was made by Commissioner Williamson, seconded by Commissioner Hinson and passed to proceed with the establishment of the service district to be contracted with a non-profit corporation to provide the services to an area of four road miles from the incorporated limits of Chadbourn. The above contract and corporation documents are to be approved by the County Attorney, Jim Hill.

A motion was made by Commissioner Dew, seconded by Commissioner Williamson and passed to renew the Four-D Contract between the State, Columbus County and Law Enforcement for locating delinquent parents for support of their children.

Melissa Sigmon and Jerry Ramsey from COG met with the Board to offer a contract for consultant services in the administration of the Community Development Program. Mr. Ramsey explained to the Board that there are other alternatives to contracting with COG for the administration of the Program.

A motion was made by Commissioner McPherson, seconded by Commissioner Dew and passed that the County Attorney review the Contract for consultant services with COG and if approved by him, the Chairman be authorized to sign the Contract.

A motion was made by Commissioner Williamson, seconded by Commissioner Dew and passed that the Columbus National Bank be designated as the official depository for Community Development funds.

Commissioner Williamson was designated as the authorized official to verify that the Chairman, Vice-Chairman, Finance Officer and Assistant Finance Officer are the official signatories for Columbus County to sign and countersign checks and requisitions for draw-

downs of funds. Chairman Marlowe was authorized to sign other documents that are necessary to proceed with the Community Development Program and to be forwarded to HUD.

A motion was made by Commissioner McPherson, seconded by Commissioner Williamson and passed that Commissioner Dew be appointed as the County Commissioner to serve on the Community Development Advisory Committee.

Commissioner Hinson named John Gardner as the representative from the Brunswick target area. Other members will be named at the next Board meeting. The Clerk was instructed to contact Hugh Clark at the FmHA office for a recommendation of a member of that office to serve on the Advisory Committee.

Mr. Arcelia Whitaker presented the Board with a contract between the NC Department of Natural Resources and Community Development and the County for a HUD 701 Planning Grant.

A motion was made by Commissioner Hinson, seconded by Commissioner Williamson and passed to appoint the Chairman to work with Mr. Whitaker to revise the work program schedule breakdown from the proposed program to an actual schedule because of a reduction in funds and the lateness of receiving the grant. The revised program will be presented to the Board for approval at the next meeting.

A form was presented to the Board that had been prepared by Howard Stanley to be used to report accidents on County property for non-County employees.

A motion was made by Commissioner McPherson, seconded by Commissioner Hinson and passed to use the form as presented but that a carbon copy be made to give to the injured person and that each department head be responsible for signing the report of accidents that occur in their respective offices and the injured person sign the report also. The Attorney stipulated that the forms be printed on NCR paper.

Felix Cooper, County Manager of New Hanover County, and New Hanover County Commissioners O'Sheilds, Gottovi, Williams and Moore met with the Board to discuss the possibility of the establishment of a regional landfill/landfills for counties in region "O". They stated that they were in an emergency situation now as they have no permanent landfill site but that other counties may find themselves in a similar situation in the near future and they felt a need to work together for a solution. They are investigating the possibility of reduced garbage through incineration but this is not an immediate solution even if it is feasible.

In their presentation they stated they would be willing to pay for a feasibility study for a regional landfill if Columbus County and other counties in the region were receptive to the idea. It was agreed by both Boards that cooperation between counties is necessary to solve problems and at this time requested Commissioner McPherson to call a special meeting of the Council of Governments and invite the four counties in Region "O" to attend to discuss this idea. It was suggested that the municipalities in Region "O" be invited also. Commissioner McPherson is Chairman of the Executive Committee of the COG.

R E S O L U T I O N

THE COLUMBUS COUNTY BOARD OF COMMISSIONERS passed the following resolution at their regularly scheduled meeting of September 2, 1980:

WHEREAS, partisan and non-partisan elections have for numerous years been held at various times including primary elections, which should be devoted entirely to the nomination of candidates by each of the political parties;

WHEREAS, numerous citizens have requested that all non-partisan elections be held at times other than during the primary elections;

BE IT, THEREFORE, RESOLVED by THE COLUMBUS COLUMBUS COUNTY BOARD OF COMMISSIONERS of Columbus County, North Carolina, that the said Board respectfully request Senator R. C. Soles, Jr., and Representatives O. Richard Wright, Edd Nye, and Ron Taylor to introduce and support a local law in the General Assembly requiring all non-partisan elections after January 1, 1982, in Columbus County to be held at some date other than the primary of the political parties or the second primary of the said political parties.

COLUMBUS COUNTY BOARD OF COMMISSIONERS

By: C. W. Marlowe, Chairman

Received 10-6-80

N. C. DEPARTMENT OF NATURAL RESOURCES AND COMMUNITY DEVELOPMENT
HUD "701" PLANNING GRANT-IN-AID
SPECIAL TERMS AND CONDITIONS

1. Contract number - 4422
2. Effective date - July 1, 1980
3. Contracting parties - Columbus County
(hereinafter called the "Local Government") and the N. C.
DNRCD (hereinafter called the "Department".)
4. Grant amount awarded - \$5,600.00
5. Local match requirement - \$5,600.00 to be paid in cash on or
before January 2, 1981.
6. Administrative overhead fee - \$560.00
(This fee is non-refundable)
7. Total amount of compensation - \$10,640.00
(Note: To be paid according to schedule in Attachment "A".)

STANDARD TERMS AND CONDITIONS

WHEREAS, the Department has been established under the authority of the General Statutes of North Carolina, Section 113-15.1; and recreated and reconstituted under the authority of Section 143B-275 et. seq.; and

WHEREAS, Section 701 (a) of the Housing Act of 1954, as amended, authorizes the Secretary of the U.S. Department of Housing and Urban Development to award planning grants to (1) state planning agencies for the provision of planning assistance to (A) cities and other municipalities having a population of less than 50,000 according to the latest decennial census, and counties without regard to population (B) any group of adjacent communities, either incorporated or unincorporated, having a total population of less than 50,000 according to the latest decennial census and having common or related urban planning problems; and

WHEREAS, the Department desires to cooperate with the Local Government in initiating or furthering a planning program; and

WHEREAS, the planning program shall be partially financed by the contribution of local funds or cash equivalent services;

NOW THEREFORE, the parties hereto do mutually agree as follows:

(1) General Responsibilities of Local Government - The Local Government shall: (a) cooperate in every way in the conduct of this project and make available research material, data, maps, and other statistical records of the Local Government; (b) arrange regular meetings of the Planning Board and other officials to review work carried out under this Contract and make such recommendations as are required; and (c) appropriate to the Department its proportionate share of the cost of the project as hereinafter set forth.

(2) Provision of Funds - For the purpose of providing funds to carry out this Contract, the Local Government has been awarded a U.S. Department of Housing and Urban Development "701" Comprehensive Planning Grant as indicated in the special terms and conditions. To satisfy the match requirement of this planning grant, the Local Government shall pay the Department (make check payable to the North Carolina Department of Natural Resources and Community Development) the sum indicated in the special terms and conditions to be paid as indicated.

The Department may withhold payment to the Local Government for all or any portion of the services required to be performed in this Contract until the Local Government has paid the first or any subsequent installment of its local match to the Department.

(3) **Obligation of Grant Funds** - Grant funds may not be obligated prior to the effective date or subsequent to the termination date of the grant period. Obligations outstanding as of the termination date shall be liquidated within 60 days after the date specified in Paragraph 5. Such obligations must be related to goods or services provided and utilized within the grant period.

(4) **Designated Personnel Contacts** - The Secretary of the Department, having been authorized by appropriate and proper resolution, shall act for the Department; and the local official signing the grant application, having been authorized by appropriate and proper resolution, shall act for the Local Government.

(5) **Time of Performance** - The Local Government shall ensure that the services required hereby are to be undertaken and completed in accordance with the grant application and any special terms and conditions, and that all of the services required shall be completed and all required drafts of reports, maps, and documents be submitted by June 30, 1981.

(6) **Area Covered** - Unless otherwise specified, the Local Government shall ensure that all the necessary services provided under this Contract shall be performed in connection with and respecting the planning and management jurisdiction of the Local Government.

(7) **Scope of Services** - The Local Government shall perform and carry out in a satisfactory and proper manner as determined by the Department the services described in the Attachment A attached hereto.

(8) **Changes** - The Department or the Local Government, from time-to-time, may require changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Local Government's compensation, which are mutually agreed upon by and between the Department and the Local Government, shall be incorporated in written amendments to this Contract. The following procedure shall be used for amendments:

- (A) The Local Government makes a written request to the Department for an amendment.
- (B) The Department reviews and approves or disapproves request in a written reply.

- (C) If the proposed amendment is disapproved, the Department shall inform the Local Government in writing of the following where applicable;
- (a) reason request was disapproved, (b) information needed by the Department to approve request; and (c) possible alternatives available to the Local Government dealing with grant requirements, work program and financial arrangement.
- (D) Upon written approval by the Department that the proposed amendment is in order and that the proposed financial arrangement is satisfactory and properly reflects the magnitude of the proposed changes, the Department shall prepare four (4) copies of the letter of amendment to be co-signed by the Department and the Local Government.

(9) Termination of Contract for Convenience - Either the Department or the Local Government may terminate this Contract by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination.

(10) Termination of Contract for Cause - If through any cause the Local Government shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Local Government shall violate any of the covenants or stipulations of this Contract, the Department shall thereupon have the right to terminate this Contract by giving written notice to the Local Government of such termination and specifying the effective date thereof. Upon the Local Government's receipt of such notification, all work shall immediately cease and no further expenditures shall be claimed against this Contract except for work already performed.

Notwithstanding the above, the Local Government shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any breach of this Contract by the Local Government, and the Department may withhold any payments to the Local Government for the purpose of setoff until such time as the exact amount of damages due the Department from the Local Government is determined.

In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared for the Local Government under this Contract shall, at the option of the Department, become its property, and the Local Government shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

(11) Equal Employment Opportunity - In applying for and accepting funds paid under this Contract, the Local Government is subject to the provisions of: (A) Title VI of the Civil Rights Act of 1964; (B) Title VIII of the Civil Rights Act of 1968; and (C) Section 3 of the Housing and Urban Development Act of 1968 and the regulations and requirements issued by the U.S. Department of Housing and Urban Development (HUD) pursuant thereto. (See Attachment B for Assurances of Compliance, attached hereto.)

More specifically, the Local Government agrees: (a) that it will not discriminate with respect to employment practices, against any employee or applicant for employment because of race, color, religion, sex or national origin; (b) that it shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex or national origin; (c) that it shall post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of this non-discrimination clause; (d) that it shall, in all solicitations or advertisements for employees placed by itself or on its behalf, state that all qualified applicants will receive consideration for employment without regard to color, race, religion, sex or national origin; (e) that it shall, to the greatest extent feasible, provide any opportunities for training and employment to lower income residents of the project area; and that contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by residents in the project area; (f) that it shall, in carrying out the project objectives, make a good faith effort to ensure that the work is carried out in the planning area that will benefit residents on a non-discriminatory basis; and (g) that it shall incorporate the provisions of this clause in all subcontracts for any work covered by this project, provided that such provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

(12) Citizen Involvement - The Local Government shall ensure that (a) citizens in the Planning Area shall have the opportunity to help initiate and implement plans as well as react to proposals; (b) clear and direct access to the decision making process shall be provided to all citizens in the Planning Area, and meeting places and times shall be widely publicized on a regular basis; (c) all information pertaining to these activities (except when such information is a breach of public trust) shall be available and sufficiently in advance of public decisions to permit a thorough citizen review of proposals and an opportunity to react.

(13) Reporting Requirements Dealing with Equal Employment Opportunity and Citizen Involvement - At the end of the sixth month and the twelfth month, in conjunction with the quarterly progress reports submitted at those times, the Local Government

shall submit a report, on forms provided by the Department, briefly addressing an evaluation of progress made in the areas of equal employment opportunity and citizen involvement.

(14) Federal Officials Not to Benefit - No member of or delegate to the Congress of the United States of America and no resident Commissioner shall be admitted to any share or part in this Contract or to any benefit to arise herefrom.

(15) Interest of Members of Department and Others - No officer, member or employee of the Department, and no member of its governing body, and no other public official of the governing body of the community in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall (a) participate in any decision relating to this Contract which affects his or her personal interest or the interests of any corporation, partnership, or association in which he or she is, directly or indirectly, involved; or (b) have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

(16) Meetings - The Local Government shall ensure that the Planner-In-Charge or his representative shall participate in those meetings and public hearings necessary for the preparation of the work program for acceptance and adoption.

(17) Access to and Retention of Records - At any time during normal business hours and as often as the Department, the Department of State Auditor of the State of North Carolina, the U.S. Department of Housing and Urban Development and/or the Comptroller General of the United States may deem necessary, the Local Government shall make available to the Department, the U.S. Department of Housing and Urban Development and/or representatives of the Department of State Auditor and/or Comptroller General for examination of all its records with respect to all matters covered by this Contract, including copies of its annual fiscal audit required under G.S. 159-34, and shall permit these agencies to audit, examine and make excerpts of transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract.

The Local Government shall retain all financial records, supporting documents, and other pertinent records related to expenditures against the grant received for a period of three years. In the event such records are audited, all records shall be retained beyond the three-year period until audit findings have been resolved.

(18) Audits - The Local Government shall be responsible for an annual audit of the project, which shall be conducted

by an independent auditor as outlined in the HUD "Audit Guide for the Comprehensive Planning Assistance Program," Handbook IG 6042.2, dated August 1973. The purpose of such audit shall be to determine, at a minimum, the fiscal integrity of financial transactions and reports, and the compliance with laws, regulations, and administrative requirements.

The audit shall be completed within ninety (90) days after the final date of the grant period, unless another audit completion date is agreed upon with the Department. Two (2) copies of the audit shall be provided to the Department.

NOTE: If the Local Government subcontracts all of the work program described in the Attachment "A" to a private consultant and/or public agency and provides the Department with written authorization to make the quarterly requisition payments directly to the private consultant and/or public agency with whom it subcontracts, said Local Government is exempt from HUD's audit requirements.

(19) Adjustment Upon Audit - Costs incurred against this grant which are found to be unallowable on the basis of an audit examination shall be subject to repayment to the Department by the Local Government. The total cost identified as being unallowable shall be submitted by check payable to the North Carolina Department of Natural Resources and Community Development.

(20) Designation and Employment of Contractor - To carry out the work program, Attachment A, of this Contract, the Local Government shall utilize the services of its in-house planning staff or it shall subcontract the services to be performed therein to a private consultant or public agency. (The Local Government's in-house planning staff and/or contractor employed is herein referred to as "Contractor," and the person designated to as "Planner-In-Charge"). The Local Government shall provide the following to the Department prior to the execution of a subcontract with its Contractor and not later than ninety (90) days from the beginning date of this Contract:

- (A) a resume of the person responsible for the project on a Planner-In-Charge form provided by the Department.
- (B) a copy of the proposed subcontract between the Local Government and the Contractor. (Note: For that portion of the work program in Attachment A performed by in-house staff a subcontract is not required.)

The Local Government shall then receive written notice as to whether (a) the Planner-In-Charge standards established by the Department are satisfied, and where necessary, (b) the subcontract meets the requirements of this Contract.

The Local Government shall assume complete responsibility for the faithful and satisfactory performance of any Contractor retained in conjunction herewith, and shall be wholly and completely liable for the satisfactory performance of any such Contractor, and shall hold the Department harmless and without liability with respect to the performance of any such Contractor.

(21) Responsibilities of Local Government with Respect to Contractor -

- (A) The Local Government shall ensure that any Contractor represents that he has, or will secure at his own expense, all qualified personnel under his supervision required to perform the services under this Contract.
- (B) The Local Government shall ensure that its Contractor shall not sub-contract any of the work or services covered by this Contract. Should the need arise for work or services to be further contracted to other parties, the Department and the Local Government, shall, subsequent to a written amendment, enter into such additional agreements as are required.
- (C) The Local Government shall ensure that the personnel designated by any Contractor in the attached work program shall be assigned to this Contract for the time and task indicated. Modifications in the above-listed staff assignment to this project can only be made with the Department's written approval, as provided for by Paragraph 7 hereof. In the event of unauthorized changes in personnel engaged in the performance of this Contract, or in the event that the Department makes an administrative determination that the Contractor's current personnel are in fact not qualified under Paragraph 20 above or are assigned an excessive workload to the end that the quality of work to be completed hereunder cannot be maintained at an acceptable level of professional caliber, the Department may terminate this Contract under the terms of Paragraph 10 hereof.
- (D) The Local Government shall require that any Contractor covenant that he presently has no interest and shall not acquire any interest, direct or indirect, nor employ any person having such interests which would conflict in any manner or degree with the performance of services required to be performed under this Contract.

(22) Assignability - The Local Government shall not assign any interest in this Contract or transfer any interest in the same (whether by assignment, novation, or subcontract).

(23) Compensation - The Department shall pay to the Local Government an amount not to exceed that amount specified in the special terms and conditions for the services identified in Attachment A.

If the amount specified in the Sub-contract between the Local Government and the Contractor is less than the total amount the Department has agreed to pay the Local Government, it shall be the responsibility of the Local Government to send to the Department for review and subsequent approval a descriptive work program for which the remaining funds will be utilized. This will be necessary only if the work program contains elements which were not part of the grant request originally approved by the Department.

(24) Periodic Reporting Requirements - The Local Government shall prepare and submit to the Department four (4) progress reports on forms provided by the Department and due to the Department no later than fifteen (15) days after the end of each quarter except after the end of the fourth quarter, for which the progress report is due to the Department no later than sixty (60) days after the end of that quarter. Requisition for payment, according to the schedule established by this Contract, shall be subject to authorization by the Department upon the basis of progress reports evidencing the satisfactory and timely completion of Attachment A.

(25) Method of Payment - Upon determination by the Department that the services have been satisfactorily completed, the Department shall pay the Local Government the amount set forth in the special terms and conditions. Such sum shall be paid in every case subject to receipt of a signed requisition for payment in triplicate in connection with the progress reports required under Paragraph 24. This requisition shall specify that the work performed is in conformance with this Contract and therefore is entitled to receive the amount requisitioned under the terms of this Contract. Should the Local Government prefer that payment for services rendered in support of this Contract be directly made to the Contractor, the Local Government shall submit a letter to the Department requesting authorization for the Contractor to requisition for payment on its behalf. The transference of this right shall not relieve the Local Government of any responsibilities herein stated.

The Local Government shall be compensated according to the schedule set forth in Attachment A.

In the event all work scheduled to be completed in the work program is not completed, payment shall be made on the basis of the percentage of work completed on each element for which work has been performed.

Additionally, should all elements of the work program called for in the grant be completed prior to the end of the grant period, full payment shall be made subject to approval of the final report submitted to the Department.

Finally, should the final requisition for payment which accompanies the progress report be received by the Department after the deadline specified in Paragraph 24, the grant portion of said requisition cannot be honored; however, the remaining local match portion shall be refunded to the Local Government.

(26) Reports and Maps - The Local Government shall ensure that all reports (excluding required periodic progress reports) identified in Attachment A to be performed under this Contract shall be printed by the offset process or other process of similar quality and cost efficiency approved by the Department. Each report shall be bound, and the general format shall follow good literary practice approved by the Department. The Local Government shall ensure that the requirements of the U.S. Department of Housing and Urban Development in regard to abstracting shall be complied with.

The Local Government shall ensure that all reports include an abstract prepared on the National Technical Information Service Bibliographic Data Sheet (BDS) form NTIS-35 prepared in accordance with the Department's instructions.

Unless otherwise provided in the special terms and conditions, twenty-five (25) copies of each report shall be furnished to the Department prior to requisitioning payment for the full cost of the services.

(27) Identification of Documents - All reports, maps, and other documents completed as part of this Contract shall carry the following notation:

The preparation of this report (map, document, etc.) was financed in part through a Comprehensive Planning Grant from U.S. Department of Housing and Urban Development identified as Contract No. CPA-NC-04-00-1029.

(28) Publication, Reproduction and Use of Material - No material produced in whole or in part under this Contract shall be subject to copyright in the United States or in any other country. The Department, the Local Government, and the U.S. Department of Housing and Urban Development shall have unrestricted

authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract.

(29) Checkpoint Procedure (for projects entailing published documents only) -

- (A) The Local Government shall submit to the Department one (1) copy of the preliminary draft for any report, map, chart, or other document required by Paragraph 7 by the end of the third quarter of the current fiscal year.
- (B) The Department shall send a written evaluation of the preliminary draft to the Local Government.
- (C) The Department evaluation and recommendations received from other review agencies and officials shall be considered when preparing the proposed final report.
- (D) The Local Government shall submit one (1) copy of the proposed final draft report prior to printing.
- (E) After the Local Government has received written evaluation of the proposed final report from the Department and such changes and additions as required by the Department have been made, the final report shall be printed.

(30) Environmental Assessment - When the work program to be performed under Attachment A will result in developmental plans or policies for land use, major community facilities, major utility systems, major transportation systems or the protection of natural areas (estuaries, coastal zones, etc.) the Local Government shall prepare an environmental assessment in compliance with 24 CFR 600.65. This assessment requirement would apply to activities that encompass the major portion of the Local Government's jurisdiction, such as land use plans, community facilities plans, thoroughfare plans and historic preservation plans.

(31) Historic Preservation Assessment - When the work program to be performed under Attachment A includes the preparation of plans and policies for development which may impact properties listed in the National Register of Historic Places, the Local Government shall prepare an historic preservation assessment in compliance with 24 CFR 600.66.

(32) Indemnification - Notwithstanding any provisions of this Contract, it is expressly agreed that:

- (A) The Local Government shall carry out the programs under this Contract independently and not as an agent of the Department;
- (B) The Local Government shall assume sole and complete responsibility for the conduct of the programs in such a manner as to assure the safety and welfare of all persons participating in or in any way involved in, or affected by, any activities conducted by such projects. The Department, by its provisions for this project, undertakes no responsibility in this regard;
- (C) The Local Government shall indemnify and save harmless the Department, including its agents, officers, and employees, from and against any and all claims, demands, suits, judgements, settlements, etc., for sums of money for or on account of personal injuries, property damage, invasion of real property, or loss of life or property of any persons whether in contract or tort, or in any way connected with, the performance of the project covered by this Contract until the statute of limitations has expired or until such time as the final audit findings have been resolved.
- (D) Further, the Local Government expressly releases the Department from any liability or any losses or damages suffered by the Local Government, directly or indirectly, from or in any way connected with the performance of this Contract.
- (E) The Local Government shall take all necessary steps, such as providing for insurance, etc., as may be required to effectuate this Paragraph.

IN WITNESS WHEREOF, The Department and the Local Government have executed this Contract as of this first day of July, 1980.

LOCAL GOVERNMENT SIGNATURES:

Emogene W. Soggs
Clerk (Seal)

Waldo Melrose
Mayor or Chairman
County Board of Commissioners

To the best of my knowledge, provision for the payment of monies to fall due under this Contract has been or will be made by appropriation duly made or by bonds or notes duly authorized, as required by the Fiscal Control Act.

APPROVED AS TO LEGAL FORM

James E. Hill
Attorney

Emogene W. Soggs
Finance Officer

N. C. DEPARTMENT OF NATURAL RESOURCES AND COMMUNITY DEVELOPMENT SIGNATURES:

APPROVED AS TO LEGAL FORM

Jan C. Oakley
Attorney

Sandra Bobb
Director, Division of Community Assistance

For Howard N. Lee, Secretary

LOCALITY _____

Describe briefly but accurately in measurable terms each quarter's activities on the proposed work program. State the percentage of the total work to be done each quarter and the amount of funds to be expended each quarter.

ACTIVITIES BY ELEMENT

	% of total work to be completed	Element <u>Capital Improvement Programs</u> Cash Cost <u>\$4,000</u>	Element <u>Subdivision Regulations</u> Cash Cost <u>\$2,346</u>	Element <u>Mobile Home Park Ordinance</u> Cash Cost <u>\$2,147</u>
1st quarter	Dollars to be spent			
2nd quarter	% of total work to be completed 15 Dollars to be spent \$1,596	1) Meet with all County Department Heads 2) Review all departmental capital project projections	1) Draft regulations prepared 2) Planning Board Review	
3rd quarter	% of total work to be completed 55 Dollars to be spent \$5,852	1) Identify potential capital projects not in individual plans 2) Program capital projects for a five year period and for a ten year period 3) Identify fund sources and contingencies 4) Prepare Draft CIP	1) Public Hearing 2) Redraft if necessary 3) Presentation to Commissioners	1) Draft Regulations prepared 2) Planning Board Review 3) Public Hearing 4) Redraft if necessary
4th quarter	% of total work to be completed 30 Dollars to be spent \$3,192	1) Planning Board Review 2) Redraft if necessary 3) Presentation to Commissioners 4) Redraft if necessary 5) Public Hearing 6) Consideration for adoption Submit 25 copies to NRCD	1) Public Hearing 2) Consideration for adoption Submit 25 copies to NRCD	1) Presentation to Commissioners 2) Public Hearing 3) Consideration for adoption Submit 25 copies to NRCD

ATTACHMENT A

LOCALITY _____

Describe briefly but accurately in measurable terms each quarter's activities on the proposed work program. State the percentage of the total work to be done each quarter and the amount of funds to be expended each quarter.

ACTIVITIES BY ELEMENT

[ATTACHMENT A]

	% of total work to be completed	Element <u>Solid Waste Plan Coordinat</u> Cash Cost <u>\$2,147</u>	Element _____ Cash Cost _____	Element _____ Cash Cost _____
1st quarter	Dollars to be spent			
2nd quarter	% of total work to be completed	1) Review alternatives to solid waste disposal 2) Coordinate County Solid Waste Planning activity with Cape Fear COG		
	Dollars to be spent			
3rd quarter	% of total work to be completed	1) Identify potential landfill site(s) 2) Initiate aquisition process		
	Dollars to be spent			
4th quarter	% of total work to be completed	1) Coordinate permit process with local and State agencies 2) Have an approved site		
	Dollars to be spent			

Assurance and Certification Concerning
Training, Employment, and Contracting Opportunities
for Businesses and Lower Income Persons
(Section 3 of the Housing and Urban Development Act
of 1968, as amended, 120 U.S.C. 1701u)

- A. The project assisted under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by residing in the area of the project.
- B. The applicant shall carry out the provisions of said Section 3 and all regulations, rules, and orders issued thereunder by the Secretary. The requirements of said regulations include but are not limited to development and implementation of an affirmative action plan for utilizing business concerns located within or owned in substantial part by persons residing in the area of the project; the making of a good faith effort, as defined by the regulations, to provide training, employment, and business opportunities required by Section 3; and incorporation of the "Section 3 clause" specified by the regulations in all contracts for work in connection with the project. The applicant certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.
- C. Compliance with the provisions of Section 3 and all regulations, rules, and orders of the Secretary issued thereunder prior to approval by the Government of the application for this contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant, its successors and assigns. Failure to fulfill these requirements shall subject the applicant, its contractors and subcontractors, its successors, and assigns to the sanctions specified by this contract, and to such sanctions as are specified in the regulations.

(2)

ATTACHMENT B

PART V

ASSURANCES

The Applicant hereby assures and certifies that he will comply with the regulations, policies, guidelines, and requirements including OMB Circulars Nos. A-87, A-95, and A-102, as they relate to the application, acceptance and use of Federal funds for this Federally assisted project. Also the Applicant assures and certifies with respect to the grant that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.
3. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
4. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
5. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
6. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.
7. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
8. It will give the grantor agency or the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant.
9. It will comply with all requirements imposed by the Federal grantor agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with Office of Management and Budget Circular No. A-102.

(3)

ATTACHMENT B

ASSURANCE OF COMPLIANCE WITH TITLE VIII
OF THE CIVIL RIGHTS ACT OF 1968

The Applicant hereby certifies and assures that it will comply with the provisions of Title VIII of the Civil Rights Act of 1968, 42 USC s3601, et seq., which provides that it is the policy of the United States to provide, within constitutional limitations, fair housing throughout the United States and which further requires the Secretary of Housing and Urban Development to administer the Department's programs and activities in a manner affirmatively to further the policies of fair housing.

A motion was made by Commissioner Williamson, seconded by Commissioner Hinson and passed that at such time as the County Attorney prepares the Amendment to the Agreement with Garland Williamson for the lease of the second twenty-five acres of land to be used by the Columbus County Solid Waste Department as a landfill site, that Mr. Williamson be paid for a total of twenty-five acres at the time of the signing of the Amendment. The total to be paid is \$25,000.00. Funds are to be appropriated from Surplus to cover the additional 12½ acres not included in the budget appropriation.

Commissioner Dew brought it to the attention of the Board that some repairs are needed to the floor coverings at the Department of Social Services. The Board asked Commissioner Dew to further investigate the need and report to the Board at the next meeting an estimate on the cost and a recommendation on the type of covering to use.

The Clerk was instructed to contact Tracy Floyd to get two estimates on re-roofing Sadler Hall using the same specifications and present to the Board at the next meeting for consideration.

The following reports were presented to the Board for information:

Involvement Council Activities Report for year presented by Ann Williamson, Chairperson.
Tax Collector's Report for September.

Upon motion the meeting adjourned until October 20, 1980.

APPROVED:

Emogene W. Suggs
Clerk

C. W. Woods
Chairman