

The Honorable Board of Columbus County Commissioners met in their said office at 111 Washington Street, Whiteville NC, at 8:00 A.M., April 5, 1993, it being the first Monday.

BOARD MEMBERS PRESENT:

*Samuel G. Koonce, Chairman
Mike Richardson, Vice Chairman
A. Dial Gray, III
Sammie Jacobs
Lynwood Norris
C. W. Williams
Ed Worley*

*James E. Hill, Jr. Attorney
Roy L. Lowe, Administrator
Ida L. Smith, Clerk*

Chairman Koonce called the meeting to order and the Reverend Wade Fowler gave the invocation.

BOARD MINUTES APPROVAL

A motion was made by Commissioner Norris, seconded by Commissioner Williams and passed unanimously to approve the minutes of the March 15, 1993, Board meeting, as recorded.

PROCLAMATION - RODEO SUPPORT

A motion was made by Commissioner Norris, seconded by Commissioner Richardson and passed unanimously to adopt the following Proclamation in support of Columbus County's First Rodeo:

P R O C L A M A T I O N

RODEO DAYS

JUNE 4, 5, 6, 1993

WHEREAS, the Board of County Commissioners of Columbus County, North Carolina, at its regular meeting held on April 5, 1993, adopted the following Proclamation:

W I T N E S S E T H :

WHEREAS, the Columbus County Agricultural Fair Committee has for the past several years provided the citizens of Columbus County with wholesome family entertainment; and

WHEREAS, the Columbus County Agricultural Fair Committee

has arranged for the first Annual Columbus County Rodeo to be at the Columbus County Fairgrounds on Friday, June 4, 1993, Saturday, June 5, 1993 and Sunday, June 6, 1993; and

WHEREAS, the Columbus County Board of Commissioners support and commend the Columbus County Agricultural Fair Committee for an outstanding record of good wholesome entertainment.

NOW, THEREFORE, the Columbus County Board of Commissioners do hereby proclaim June 4, June 5 and June 6, 1993 as "Rodeo Days" in Columbus County and encourage the citizens of Columbus County to attend and participate.

Adopted this 5th day of April, 1993.

COLUMBUS COUNTY BOARD OF

ATTEST:

COMMISSIONERS

/s/ Roy L. Lowe, Administrator

/s/ Samuel G. Koonce,

Chairman

PROCLAMATION - NATIONAL COMMUNITY DEVELOPMENT BLOCK GRANT WEEK

A motion was made by Commissioner Jacobs, seconded by Commissioner Gray and passed unanimously to proclaim the week of April 5, through 11, 1993 as "National Community Development Block Grant Week".

NATIONAL COMMUNITY DEVELOPMENT BLOCK GRANT WEEK

1993

BY THE GOVERNOR OF THE STATE OF NORTH CAROLINA

PROCLAMATION

The National Community Development Block Grant program has operated since 1975 to provide local governments with resources to help enhance the quality of life for low and moderate income Americans.

Over 14,000 houses have been rehabilitated in North Carolina and over \$376 million distributed statewide to help improve living conditions such as housing, street improvements, water and sewer, and infrastructure improvements for approximately 33,855 low and moderate income North Carolinians.

Although North Carolina has a bright economic future, we must renew our commitment to addressing the needs of those less fortunate.

NOW, THEREFORE, I, JAMES B. HUNT, JR., Governor of the State of North Carolina, do hereby proclaim April 5, through 11, 1993, as "National Community Development Block Grant Week," and urge all citizens to join us in recognizing the importance of the Community Development Block Grant Program to our State and the nation.

BE IT, FURTHER RESOLVED, that the BOARD OF COLUMBUS COUNTY COMMISSIONERS endorses proclaiming the week of April 5, through 11, 1993, as "National Community Development Block Grant Week," as proclaimed by GOVERNOR JAMES B. HUNT, JR., and urges all Columbus County citizens to join in with the State of North Carolina in recognizing the importance of the Community Development Block Grant Program to our County, State and the nation.

ADOPTED this the 5th day of April, 1993.

COLUMBUS COUNTY BOARD OF
COMMISSIONERS

Samuel G. Koonce, Chairman

ATTESTED BY:

Roy L. Lowe, Administrator

SOLID WASTE - REMOVE DUMPSTERS FROM W.J. PRIDGEN'S PROPERTY LOCATED ON 701 NORTH

Chairman Koonce stated that a notification has been received from Mr. W. J. Pridgen, residing in the North Whiteville Community, requesting American Refuse Systems, representing the Columbus County Solid Waste Department, to remove ten (10) or more dumpsters located on his property on 701 North by April 15, 1993.

Commissioner Worley advised the Administration Office to write a letter of appreciation for allowing the County to use his property for a dumpster site and advise him that his request will be granted. Further, place a picture and location of the site in the local Newspaper advising the people in the North Whiteville Community, that effective April 15, 1993, the site will no longer be available on the W.J. Pridgen property.

The Board concurred with Commissioner Worley's request.

SOLID WASTE - LITTER PATROL DEPUTY TO BE INCLUDED IN 1993-94 BUDGET

A motion was made by Commissioner Norris, seconded by

Commissioner Gray and passed unanimously to advise the Sheriff to include a Litter Patrol Deputy in the 1993-94 Budget Request to patrol the County and write citations for those who are littering.

SOLID WASTE - BUDGET AMENDMENT FOR UPGRADING SITES

A motion was made by Commissioner Williams, seconded by Commissioner Richardson and passed unanimously to appropriate funds in the amount of \$3,000.00 from Non-Departmental - Contingency (10-660-9999) and transfer to the General Fund Interfund Transfer (10-900-3500) to be appropriated for the Solid Waste Enterprise Fund (35-397-0000) to be expended in Solid Waste - Maintenance and Repair to Grounds (35-580-1500) for garbage dumpster site cleanup.

COUNTY PROPERTY - UTILITY AND ROADWAY DESIGNS COUNTY COMPLEX

Dempsey Herring, Recreation Director, presented the Board with a proposal for utility and roadway designs to the County Complex, from Anderson Engineering & Associates, P.A., not to exceed the sum of \$9,850.00.

A motion was made by Commissioner Norris, seconded by Commissioner Williams and passed unanimously to award the following Contract to complete water, sewer, and driveway systems to serve the County Complex at U.S. 701 Business, and U.S. 701 Bypass North of Whiteville, to Anderson Engineering & Associates for the amount not to exceed \$9,850.00. The Contract is as follows:

AGREEMENT

Between

OWNER AND ENGINEER

For

PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of April 12, 1993 between COUNTY OF COLUMBUS, 111 Washington Street, Whiteville, N. C. 28472 "Owner". and ANDERSON ENGINEERING & ASSOCIATES, P.A., P. O. Box 1736, Lumberton, N. C. 28359 "Engineer".

OWNER intends to complete water, sewer, and driveway systems to serve a County Complex at US 701 Business and US 701 By-Pass, hereinafter called the "Project".

OWNER and ENGINEER in consideration of their mutual covenants

herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

SECTION I - BASIC SERVICES OF ENGINEER

1.1. General.

1.1.1. ENGINEER shall provide for OWNER professional engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as OWNER's professional engineering representative for the Project, providing professional engineering consultation and advice and furnishing customary civil, structural, mechanical and electrical engineering services and customary architectural services incidental thereto.

1.2. Study and Report Phase.

After written authorization to proceed, ENGINEER shall:

1.2.1. Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data.

1.2.2. Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or services of the types described in paragraph 3.3 and assist OWNER in obtaining such data and services.

1.2.3. Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.

1.2.4. Provide analyses of OWNER's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.

1.2.5. Provide a general economic analysis of OWNER's requirements applicable to various alternatives.

1.2.6. Prepare a Report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved (including applicable requirements of governmental authorities having jurisdiction as aforesaid) and the alternative solutions

available to OWNER and setting forth ENGINEER's findings and recommendations. This Report will be accompanied by ENGINEER's opinion of probable costs for the Project, including the following which will be separately itemized: Construction Cost, allowance for engineering costs and contingencies, and (on the basis of information furnished by OWNER) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others for Owner pursuant to paragraphs 3.7 through 3.11, inclusive. The total of all such costs, allowances, etc. are hereinafter called "Total Project Costs".

1.2.7. Furnish five copies of the Study and Report documents and review them in person with OWNER.

The duties and responsibilities of ENGINEER during the Study and Report Phase are amended and supplemented as indicated in paragraph 2 of Exhibit A "Further Descriptions of Basic Engineering Services and Related Matters".

1.3. Preliminary Design Phase.

After written authorization to proceed with the Preliminary Design Phase, ENGINEER shall:

1.3.1. In consultation with OWNER and on the basis of the accepted Study and Report documents, determine the general scope, extent and character of the Project.

1.3.2. Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications and written description of the Project.

1.3.3. Advise OWNER if additional data or services of the types described in paragraph 3.4 are necessary and assist OWNER in obtaining such data and services.

1.3.4. Based on the information contained in the preliminary design documents, submit a revised opinion of probable Total Project Costs.

1.3.5. Furnish five copies of the above Preliminary Design documents and present and review them in person with OWNER.

The duties and responsibilities of ENGINEER during the preliminary Design Phase are amended and supplemented as indicated in Paragraph 3 of Exhibit A "Further Description of Basic Engineering Services and Related Matters".

1.4 Final Design Phase.

After written authorization to proceed with the Final Phase, ENGINEER shall:

1.4.1. On the basis of the accepted Preliminary Design documents and the revised opinion of probable Total Project Costs prepare for incorporation in the Contract Documents final drawings to show the general scope, extent and character of the work to be furnished and performed by Contractor(s) (hereinafter called "Drawings") and Specifications (which will be prepared in conformance with the sixteen division format of the Construction Specifications Institute).

1.4.2. Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist OWNER in consultations with appropriate authorities.

1.4.3. Advise OWNER of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent or character or design requirements of the Project or Construction Costs. Furnish to OWNER a revised opinion of probable Total Project Costs based on the Drawings and Specifications.

1.4.4. Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders (all of which shall be consistent with the forms and pertinent guide sheets prepared by the Engineer Joint Contract Documents Committee), and assist in the preparation of other related documents.

1.4.5. Furnish five copies of the above documents and of the

Drawings and Specifications and present and review them in person with OWNER.

The duties and responsibilities of ENGINEER during the Final Design Phase are amended and supplemented as indicated in paragraph 4 of Exhibit A "Further Description of Basic Engineering Services and Related Matters".

1.5. Bidding or Negotiating Phase

After written authorization to proceed with the Bidding or Negotiating Phase, ENGINEER shall:

1.5.1. Assist OWNER in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences and receive and process deposits for Bidding Documents.

1.5.2. Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.

1.5.3. Consult with and advise OWNER as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) herein called "Contractor(s)" for those portions of the work as to which such acceptability is required by the Bidding Documents.

1.5.4. Consult with OWNER concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contract is allowed by the Bidding Documents.

1.5.5. Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

The duties and responsibilities of ENGINEER during the Bidding or Negotiating Phase are amended and supplemented as indicated in paragraph 5 of Exhibit A "Further Description of Basis Engineering Services and Related Matters".

1.6. Construction Phase.

During the Construction Phase:

1.6.1. *General Administration of Construction Contract.* ENGINEER shall consult with and advise OWNER and act as OWNER's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract, No. 1910-8 (1983 edition) of the Engineers Joint Contract Documents Committee. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said Standard General Conditions shall not be modified, except to the extent provided in paragraph 6 of Exhibit A "Further Description of Basic Engineering Services and Related Matters" and except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of OWNER to the extent provided in said Standard General Conditions except as otherwise provided in writing.

1.6.2. *Visits to Site and Observation of Construction.* In connection with observations of the work of Contractor(s) while it is in progress:

1.6.2.1. ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. In addition, ENGINEER shall provide the services of a Resident Project Representative (and assistants as agreed) at the site to assist ENGINEER and to provide more continuous observation of such work. Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and ENGINEER shall keep OWNER informed of the progress of the work.

1.6.2.2. The Resident Project Representative (and any assistants) will be ENGINEER's agent or employee and under ENGINEER's supervision. The duties and responsibilities of the Resident Project Representative (and assistants) are set

forth in Exhibit B "Duties, Responsibilities and Limitation of Authority of Resident Project Representative".

1.6.2.3. The purpose of ENGINEER's visits to any representation by the Resident Project Representative (and assistants, if any) at the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

1.6.3. *Defective Work.* During such visits and on the basis of such observations, ENGINEER may disapprove of or reject Contractor(s)' work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

1.6.4. *Interpretations and Clarifications.* ENGINEER shall

issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.

1.6.5. *Shop Drawings.* ENGINEERS shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

1.6.6. *Substitutes.* ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s), but subject to the provision of paragraph 2.2.2.

1.6.7. *Inspections and Tests.* ENGINEER shall have authority, as OWNER's representative, to require special inspection or testing of the work, and shall review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the result certified indicate compliance with, the Contract Documents).

1.6.8. *Disputes between OWNER and Contractor.* ENGINEER shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. ENGINEER shall not be liable for the result of any such interpretations or decisions rendered in good faith.

1.6.9. *Applications for Payment.* Based on ENGINEER's on-site observations as an experienced and qualified design

professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:

1.6.9.1. ENGINEER shall determine the amount owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of ENGINEER'S knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, ENGINEER'S recommendations of payment will include final determinations of quantities and classification of such work (subject to any subsequent adjustments allowed by the Contract Documents).

1.6.9.2. By recommending any payment ENGINEER will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examination have been made by ENGINEER to check the quality or quantity of Contractor(s) work as it is furnished and performed beyond the responsibilities assigned to ENGINEER in this Agreement and the Contract Documents. ENGINEER'S review of Contractor(s)' work for the purposes of recommending payments will not impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction of safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine

that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and CONTRACTOR that might affect the amount that should be paid.

1.6.10. *Contractor(s)' Completion Documents.* ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to OWNER with written comments.

1.6.11. *Inspections.* ENGINEER shall conduct an inspection to determine if the work is substantially complete, and a final inspection to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor(s) and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph 1.6.9.2

1.6.12. *Limitation of Responsibilities.* ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained in paragraphs 1.6.1 through 1.6.11 inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties and responsibilities assumed by ENGINEER in the Contract Documents.

1.7. *Operational Phase.*

During the Operational Phase, ENGINEER shall, when requested by OWNER:

1.7.1. Provide assistance in the closing of any financial or related transaction for the Project.

1.7.2. Provide assistance in connection with the refining and adjusting of any equipment or system.

1.7.3. Assist OWNER in training OWNER's staff to operate and maintain the Project.

1.7.4. Assist OWNER in developing systems and procedures for control of the operation and maintenance of and record keeping for the Project.

1.7.5. Prepare a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up-prints, drawings and other data furnished by Contractor(s) to ENGINEER and which ENGINEER considers significant.

1.7.6. In company with OWNER, visit the Project to observe any apparent defects in the completed construction, assist OWNER in consultations and discussions with Contractor(s) concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.

The duties and responsibility of ENGINEER during the Operational Phase are amended and supplemented as indicated in paragraph 7 of Exhibit A "Further Description of Basic Engineering Services and Related Matters".

SECTION 2 - ADDITIONAL SERVICES OF ENGINEERS

2.1. Services Requiring Authorization in Advance.

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from other Additional Services of the types listed in paragraph 2.1.1. through 2.1.14, inclusive. These services are not included as part of Basic Services except to the extent provided otherwise in Exhibit A "Further Description of Basic Engineering Services and Related Matters"; these will be paid for by OWNER as indicated in Section 5.

2.1.1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for

private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.3. Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEER's control.

2.1.4. Providing renderings or models for OWNER's use.

2.1.5. Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work.

2.1.6. Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluation processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction by OWNER.

2.1.7. Furnishing services of independent professional

associates and consultants for other than Basic Services (which include, but not limited to, customary civil, structural, mechanical and electrical engineering and customary architectural design incidental thereto); and providing data or services of the types described in paragraph 3.4 when OWNER employs ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.4.

2.1.8. If ENGINEER's compensation is on the basis of a lump sum or percentage of Construction Cost or cost-plus a fixed fee method of payment, services resulting from the award of more separate prime contracts for construction, materials or equipment for the Project than are contemplated by paragraph 5.1.1.2. If ENGINEER's compensation is on the basis of a percentage of Construction Cost and ENGINEER has been required to prepare Contract Documents on the assumption that more than one prime contract will be awarded for construction, materials and equipment, but only one prime contract is awarded for construction, materials and equipment for the Project, services attributable to the preparation of contract documentation that was rendered unusable and any revision or additions to contract documentation used that was necessitated by the award of only one prime contract.

2.1.9. Services during out-of-town travel required of ENGINEER other than visits to the site or OWNER'S office as required by Section 1.

2.1.10. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services, except when such assistance is required to complete services called for in paragraph 6.2.2.5.

2.1.11. Providing any type of property surveys or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

2.1.12. Preparation of operating, maintenance and staffing manuals to supplement Basic Services under paragraph 1.7.3.

2.1.13. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project (except for assistance in consultations which is included as part of Basic Services under paragraph 1.2.3. and 1.4.2.)

2.1.14. Additional services in connection with the Project, including services which are to be furnished by OWNER in accordance with Article 3, and services not otherwise provided for in this Agreement.

2.2. Required Additional Services.

When required by the Contract Documents in circumstances beyond ENGINEER's control, ENGINEER shall furnish or obtain from others, as circumstances require during construction and without waiting for specific authorization from OWNER, Additional Services of the types listed in paragraphs 2.2.1 through 2.2.6, inclusive (except to the extent otherwise provided in Exhibit A "Further Description of Basic Engineering Services and Related Matters"). These services are not included as part of Basic Services. ENGINEER shall advise OWNER promptly after starting any such Additional Services which will be paid for by OWNER as indicated in Section 5.

2.2.1. Services in connection with work directive changes and change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.

2.2.2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by Contractor(s); and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.

2.2.3. Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.2.4. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, and (4) default by any Contractor.

2.2.5. Services (other than Basic Services during the Operational Phase) in connection with any partial utilization of any part of the Project by OWNER prior to Substantial Completion.

2.2.6. Evaluating an unreasonable or extensive number of claims submitted by Contractor(s) or others in connection with the work.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER.

3.1. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.

3.2. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

3.3. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

3.4. Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services (except to the extent provided otherwise in Exhibit A "Further Description of Basic

Engineering Services and Related Matters"), the following

3.4.1. data prepared by or services of other, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;

3.4.2. appropriate professional interpretations of all of the foregoing;

3.4.3. environmental assessment and impact statements;

3.4.4. property, boundary, easement, right-of-way, topographic and utility surveys;

3.4.5. property descriptions;

3.4.6. zoning, deed and other land use restriction; and

3.4.7. other special data or consultations not covered in Section 2;

all of which ENGINEER may use and rely upon in performing services under this Agreement.

3.5. Provide engineering surveys to establish reference points for construction (except to the extent provided otherwise in Exhibit A "Further Description of Basic Engineering Services and Related Matters") to enable Contractor(s) to proceed with the layout of the work.

3.6. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

3.7. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advise of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

3.8. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.9. Provide such accounting, independent cost estimating and

insurance counseling services as may be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

3.10. If OWNER designates a person to represent OWNER at the site who is not ENGINEER or ENGINEER's agent or employee, the duties, responsibilities and limitation of authority of such other person and the affect thereof on the duties and responsibilities of ENGINEER and the Resident Project Representative (and any assistants) will be set forth in an exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.

3.11. If more than one prime contract is to be awarded for construction, materials, equipment and services for the entire Project, designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.

3.12. Furnish to ENGINEER data or estimated figures as to OWNER's anticipated costs for services to be provided by others for OWNER (such as services pursuant to paragraphs 3.7 through 3.11, inclusive and other costs of the types referred to in paragraph 1.2.6) so that ENGINEER may make the necessary findings to support opinions of probable Total Project Costs.

3.13. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings and substantial completion inspections and final payments inspections.

3.14. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that

affects the scope or timing of ENGINEER's services, or any defect or nonconformance in the work of any Contractor.

3.15. Furnish, or direct ENGINEER to provide, Additional Services as stipulated in paragraph 2.1 of this Agreement or other services as required.

3.16. Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 - PERIODS OF SERVICE

4.1. The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts, construction and initial operation of the Project including extra work and required extensions thereto. If in Exhibit A "Further Description of Basic Engineering Services and Related Matters" specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such dates are exceeded through no fault of ENGINEER, all rates, measures and amounts of compensation provided herein shall be subject to equitable adjustment.

4.2. The services called for in the Study and Report Phase will be completed and the Report submitted within the stipulated period indicated in paragraph 2 of Exhibit A "Further Description of Basic Engineering Services and Related Matters" after written authorization to proceed with that phase of services which will be given by OWNER within thirty days after ENGINEER has signed this Agreement.

4.3 After acceptance by OWNER of the Study and Report Phase documents indicating any specific modifications or changes in the general scope, extent or character of the Project desired by OWNER, and upon written authorization from OWNER, ENGINEER shall proceed with the performance of the services called for

in the Preliminary Design Phase, and shall submit preliminary design documents and a revised opinion of probable Total Project Costs within the stipulated period indicated in paragraph 3 of Exhibit A "Further Description of Basic Engineering Services and Related Matters".

4.4. After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Total Project Costs, indicating any specific modifications or changes in the general scope, extent or character of the Project designed by OWNER, and upon written authorization from OWNER, ENGINEER shall proceed with the performance of the services called for in the Final Design Phase; and shall deliver Contract Documents and a revised opinion of probable Total Project Costs for all work of Contractor(s) on the Project within the stipulated period indicated in paragraph 4 of Exhibit A "Further Description of Basic Engineering Services and Related Matters".

4.5. ENGINEER's services under the Study and Report Phase, Preliminary Design Phase and Final Design Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by OWNER or (2) thirty days after the date when such submissions are delivered to OWNER for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the design of the Project.

4.6. After acceptance by OWNER of the ENGINEER's Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Total Project Costs and upon written authorization to proceed, ENGINEER shall proceed with performance of the services called for in the Bidding or Negotiating Phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractor(s) (except as may otherwise be required to complete the services

called for in paragraph 6.2.2.5).

4.7. The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the Project or any part thereof, and will terminate upon written recommendation by ENGINEER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts if the Project involves more than one prime contract.

4.8. The Operational Phase will commence during the Construction Phase and will terminate one year after the date of Substantial Completion of the last prime contract for construction, materials and equipment on which substantial completion is achieved.

4.9. If OWNER has requested significant modification or changes in the general scope, extent or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitable.

4.10. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the Construction Phase has not commenced within 120 calendar days (plus such additional time as may be required to complete the services called for under paragraph 6.2.2.5) after completion of the Final Design Phase, ENGINEER may, after given seven days' written notice to OWNER, suspend services under this Agreement.

4.11. If ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER's control, ENGINEER shall on written demand to OWNER (but without termination of this Agreement) be paid as provided in paragraph 5.3.2. If such delay or suspension extends for more than one year for reasons beyond ENGINEER's control, or if ENGINEER for any reason is required to render Construction Phase services in respect of any prime contract for construction, materials or equipment more than one year

after Substantial Completion is achieved under that contract, the various rates of compensation provided for elsewhere in this Agreement shall be subject to equitable adjustment.

4.12. In the event that the work designed or specified by ENGINEER is to be furnished or performed under more than one prime contract, or if ENGINEER's services are to be separately sequenced with the work of one or more prime contractors (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating and Construction Phase in order to sequence and coordinate properly such services as are applicable to the work under such separate contracts. This schedule is to be prepared whether or not the work under such contract is to proceed concurrently and is to be included in Exhibit A "Further Description of Basic Engineering Services and Related Matters", and the provisions of paragraphs 4.4. through 4.10 inclusive, will be modified accordingly.

LUMP SUM METHOD OF PAYMENT

SECTION 5 - PAYMENTS TO ENGINEER

5.1. Methods of Payment for Services and Expenses of ENGINEER

5.1.1. For Basic Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 (as amended and supplemented by Exhibit A "Further Description of Basic Engineering Services and Related Matters") as follows:

5.1.1.1. One Prime Contract. If only one prime contract is awarded for construction, materials and equipment for the Project, a lump sum fee of \$9,850.00 for all Basic Services (except services of ENGINEER's Resident Project Representative (and assistants) furnished under paragraph 1.6.2.1 and Operational Phase services furnished under paragraph 1.7); but, if the prime contract contains cost-plus or incentive savings provisions for Contractor's basic compensation, a lump sum fee of \$9,850.00 for such services.

5.1.1.2. Several Prime Contracts. If more than one but less

than 3 separate prime contracts are awarded for construction, materials and equipment for the Project, a lump fee of \$9,850.00 for all Basic Services (except services of ENGINEER'S Resident Project Representative (and assistants) furnished under paragraph 1.6.2.1. and Operational Phase services furnished under paragraph 1.7); but, if any prime contract contains cost-plus or incentive savings provisions for Contractor's basic compensation, a lump sum fee of \$9,850.00 for such services.

5.1.1.3. *Resident Project Services.* For services of ENGINEER'S Resident Project Representative (and assistants) furnished under paragraph 1.6.2.1, on the basis of Salary Costs times a factor of 2.53 for services rendered by principals and employees assigned to resident Project representation.

5.1.1.4. *Operational Phase Services.* For Operational Phase services furnished under paragraph 1.7, an amount equal to ENGINEER'S Salary Cost times a factor of 2.67 for services rendered by principals and employees engaged directly on the Project.

5.1.2. *For Additional Services,* OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

5.1.2.1. *General.* For Additional Services of ENGINEER'S principals and employees engaged directly on the Project and rendered pursuant to paragraph 2.1 or 2.2. (except services as a consultant or witness under paragraph 2.1.13), on the basis of ENGINEER'S Salary Costs times a factor of 2.67.

5.1.2.2. *Professional Associates and Consultants.* For services and Reimbursable Expenses of independent professional associates and consultants employed by ENGINEER to render Additional Services pursuant to paragraph 2.1 or 2.2, the amount billed to ENGINEER therefor times a factor of 2.0.

5.1.2.3. *Serving as a Witness.* For services rendered by ENGINEER'S principals and employees as consultants or witnesses in any litigation, arbitration or other legal or administrative proceeding in accordance with paragraph 2.1.13, at the rate of \$400.00 per day or any portion thereof (but

compensation for time spent in preparing to appear in any such litigation, arbitration or proceeding will be on the basis provided in paragraph 5.1.2.1). Compensation for ENGINEER's independent professional associates and consultants will be on the basis provided in paragraph 5.1.2.2.

5.1.3. *For Reimbursable Expenses.* In addition to payments provided for in paragraphs 5.1.1. and 5.1.2, OWNER shall pay ENGINEER the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services.

5.1.4. The terms "Salary Costs" and "Reimbursable Expenses" have the meanings assigned to them in paragraph 5.4.

5.2. Times of Payments.

5.2.1. ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

5.3. Other Provisions Concerning Payments.

5.3.1. If OWNER fails to make any payment due the ENGINEER for services and expenses within thirty days after receipt of ENGINEER's statement therefor, the amounts due ENGINEER will be increased at the rate of 1% per month from said thirtieth day, and in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges.

5.3.2. In the event of termination by OWNER under paragraph 7.1 upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the basis of ENGINEER's Salary Costs times a factor of 2.67 for services rendered during that phase to date of termination by ENGINEER's principals and

employees engaged directly on the Project. In the event of any such termination, EMPLOYEE also will be reimbursed for the charges of independent professional associates and consultants employed by ENGINEER to render Basic Services, and paid for all unpaid Additional Services and unpaid Reimbursable Expenses, plus all termination expenses. Termination expenses means Reimbursable Expenses directly attributable to termination, which, if termination is at OWNER's convenience, shall include an amount computed as a percentage of total compensation for Basic Services earned by ENGINEER to the date of termination, as follows:

20% if termination occurs after commencement of the Preliminary Design Phase but prior to commencement of the Final Design Phase, or

10% if termination occurs after commencement of the Final Design Phase.

5.3.3. Records of ENGINEER's Salary Costs pertinent to ENGINEER's compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER at cost on request prior to final payment for ENGINEER'S services.

5.3.4. Whenever a factor is applied to Salary Costs in determining compensation payable to ENGINEER that factor will be adjusted periodically and equitably to reflect changes in the various elements that comprise such factor. All such adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by ENGINEER and consistent with ENGINEER's overall compensation practices and procedures.

5.4. Definitions.

5.4.1. The Salary Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all ENGINEER's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the

cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation, and holiday pay and other group benefits. For the purpose of this Agreement, the principals of ENGINEER and their current hourly Salary Costs are:

LARRY W. ANDERSON \$18.75/HR.

The hourly Salary Costs of principals of ENGINEER will be adjusted equitably to reflect changes in personnel and in ENGINEER's overall compensation procedures and practices.

The amount of customary and statutory benefits of all other personnel of ENGINEER will be considered equal to 1.5% of salaries and wages, subject to equitable adjustment to reflect changes in ENGINEER's overall compensation procedures and practices.

5.4.2. Reimbursable Expenses mean the actual expenses incurred by ENGINEER or ENGINEER's independent professional associates or consultants, directly or indirectly in connection with the Project, such as expenses for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and telegrams; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Section 1; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

SECTION 6 - CONSTRUCTION COST AND OPINIONS OF COST

6.1. Construction Cost.

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to OWNER of those portions of the entire Project designed and specified by ENGINEER, but it will not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation

for or damages to, properties unless this Agreement so specifies, nor will it include OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Section 3, as applicable. (Construction Cost is one of the items comprising Total Project Costs which is defined in paragraph 1.2.6.)

6.2. Opinions of Cost.

6.2.1. Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by ENGINEER. If prior to the Bidding or Negotiating Phase OWNER wishes greater assurance as to Total Project or Construction Costs, OWNER shall employ an independent cost estimator as provided in paragraph 3.9.

6.2.2. If a Construction Cost limit is established by written agreement between OWNER and ENGINEER and specifically set forth in this Agreement as a condition thereto, the following will apply:

6.2.2.1. The acceptance by OWNER at any time during the Basic Services of a revised opinion of probable Total Project of Construction Costs in excess of the then established cost limit will constitute a corresponding revision in the Construction Cost limit to the extent indicated in such revised opinion.

6.2.2.2. Any Construction Cost limit so established will

include a contingency of ten percent unless another amount is agreed upon in writing.

6.2.2.3. ENGINEER will be permitted to determine what types of materials, equipment and component systems are to be included in the Drawings and Specifications and to make reasonable adjustments in the general scope, extent and character of the Project to bring it within the cost limit.

6.2.2.4. If the Bidding or Negotiating Phase has not commenced within six months after completion of the Final Design Phase, the established Construction Cost limit will not be binding on ENGINEER, and OWNER shall consent to an adjustment in such cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or bids are sought.

6.2.2.5. if the lowest bona fide proposal or bid exceeds the established Construction Cost limit, OWNER shall (1) give written approval to increase such cost limit, (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's general scope, extent or character to the extent consistent with the Project's requirements and with sound engineering practices. In the case of (3) ENGINEER shall modify the Contract Documents as necessary to bring the Construction Cost within the cost limit. In lieu of other compensation for services in making such modifications, OWNER shall pay ENGINEER, ENGINEER's cost of such services, all overhead expenses reasonably related thereto and Reimbursable Expenses, but without profit to ENGINEER on account of such services. The providing of such service will be the limit of ENGINEER's responsibility in this regard and, having done so, ENGINEER shall be entitled to payment for services in accordance with this Agreement and will not otherwise be liable for damages attributable to the lowest bona fide proposal or bid exceeding the established Construction Cost.

SECTION 7 - GENERAL CONSIDERATION

7.1. Termination.

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating part.

7.2. Reuse of documents.

All documents including Drawings and Specifications prepared or furnished by ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and ENGINEER shall retain an ownership and property interest therein whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's independent professional associates or consultants, and OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

7.3. Insurance.

7.3.1. ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any persons other than such employees, and from claims or damages because of injury to or destruction of property

including loss of use resulting therefrom.

7.4. Controlling Law.

This Agreement is to be governed by the law of the principal place of business of ENGINEER.

7.5. Successors and Assigns.

7.5.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 7.5.2 the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.5.2. Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but not without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder.

7.5.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefits of OWNER and ENGINEER and not for the benefit of any other party.

7.6. Arbitration.

7.6.1. All claims, counterclaims, disputes and other matters

in question between the parties hereto arising out of or relating to this Agreement or the breach thereof will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations and restrictions stated in paragraphs 7.6.3 and 7.6.4 below. This Agreement so to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this paragraph 7.6 will be specifically enforceable under the prevailing law of any court having jurisdiction.

7.6.2. Notice of demand for arbitration must be filed in writing with the other parties to this Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

7.6.3. All demands for arbitration and all answering statements thereto which include any monetary claim must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than \$200,000 (exclusive of interest and costs) and the arbitrators will not have jurisdiction, power or authority to render a monetary award in response thereto against any party which totals more than \$200,000 (exclusive of interest and costs). The arbitrators will not have jurisdiction power or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any claim, counterclaim, dispute or other matter in question where the amount in controversy of any such claim, counterclaim, dispute or matter is more than \$200,000 (exclusive of interest and costs).

7.6.4. No arbitration arising out of, or relating to, this Agreement may include, by consolidation, joinder or in any

other manner, any person or entity who is not a party to this Agreement.

7.6.5. By written consent signed by all the parties to this Agreement and containing a specific reference hereto, the limitations and restrictions contained in paragraphs 7.6.3 and 7.6.4 may be waived in whole or in part as to any claim, counterclaim, dispute or other matter specifically described in such consent. No consent to arbitration in respect of a specifically described claim, counterclaim, dispute or other matter in question will constitute consent to arbitrate any other claim, counterclaim, dispute *p1641Xmatte1844Xquestion which is not specifically described in such consent or in which the sum or value in controversy exceeds \$200,000 (exclusive of interest and costs) or which is with any party not specifically described herein.

7.6.6. The award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to modification or appeal except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act (9 U.S.C.10,11).

SECTION 8 – SPECIAL PROVISIONS, EXHIBITS and SCHEDULES

8.1. This Agreement is subject to the following special provisions:

OWNER is to pay all application fees associated with the Project.

8.1.1. The ENGINEER will furnish Resident Project Representative in accordance with Exhibit B at the hourly rates shown on the hourly rate schedule.

8.2. The following Exhibits are attached to and made a part of this Agreement:

8.2.1. Exhibit A "Further Description of Basic Engineering Services and Related Matters" consisting of 1 page.

8.2.2. Exhibit B "Duties, Responsibilities and Limitations of Authority of Resident Project Representative" consisting of 3 pages.

8.2.3. Exhibit C "Hourly Rates".

8.3 This Agreement (consisting of pages 1 to 23, inclusive) together with the Exhibits and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and extended this Agreement as of the day and year first above written.

OWNER:

COUNTY OF COLUMBUS

/s/ Roy L. Lowe
Administrator
(SEAL)

111 Washington Street
Whiteville, N. C. 28472

ENGINEER:

ANDERSON ENGINEERING &
ASSOCIATES, P.A.

/s/ Larry W. Anderson
President
(SEAL)

Post Office Box 1736
Lumberton, N. C. 28359

Exhibits are attached to the Contract Agreement and are on file in the office of the Clerk to the Board.

Also, the Board approved to adopt the following Capital Reserve and Capital Project Ordinances for the County Complex Project:

CAPITAL RESERVE ORDINANCE

BE IT ORDAINED by the Board of Commissioners of the County of Columbus, North Carolina, that pursuant to section 159-13.2 of the General Statutes of North Carolina, the following Capital Reserve Ordinance is hereby adopted:

SECTION 1: The reserve is to transfer fund balance appropriated held in the Capital Reserve account to the Columbus County Complex (D.S.S. Building).

SECTION 2. The following revenue is appropriated from the Capital Reserve Fund for the Columbus County Complex (D.S.S. Building)

Appropriate from:

71-399-0000 Fund Balance \$9,850.00

To be expended:

71-692-0000 Transfer for County Complex \$9,850.00

(D.S.S. Building)

SECTION 3. The Finance Officer is directed to report quarterly on the financial status of this reserve. She shall also keep the Governing Body informed at each regular meeting of any unusual occurrence.

SECTION 4. Copies of the Capital Reserve Ordinance shall be made available to the Budget Officer and the Finance Officer for direction in the expenditure of the reserves.

ADOPTED this 5th day of April, 1993.

* * * * *

CAPITAL PROJECT ORDINANCE

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

SECTION 1. The project authorized is the Columbus County Complex (D.S.S. Building).

SECTION 2. The project director is hereby directed to proceed with the construction of the project within the terms of the various grant and loan agreements executed with the Federal and State governments in accordance with the limitations set forth in Section 143 of the General Statutes of North Carolina, and within the funds appropriated herein.

SECTION 3. The following revenues are anticipated to be available to the County to complete the project:

64-397-0000 Contribution - Capital Reserve \$9,850.00

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

64-610-0400 Professional Services- DSS Bldg. \$9,850.00

SECTION 5. The Finance Officer is directed to report quarterly on the financial status of this project. She shall also keep the governing body informed of each regular meeting of any unusual occurrences.

SECTION 6. Copies of the Capital Project Ordinance shall be made available to the Budget Officer and the Finance Officer for

directions in carrying out the project.

ADOPTED this 5th day of April, 1993.

**COUNTY FLAG - APPROVAL TO REPRODUCE FOR THE UNIVERSITY OF NC AT
CHAPEL HILL 200TH ANNIVERSARY**

A motion was made by Commissioner Worley, seconded by Commissioner Jacobs and passed unanimously to purchase four (4) county flags, with one of these flags to be mailed to The University of North Carolina at Chapel Hill to be displayed at the University's 200th Anniversary celebration.

**ASSOCIATION FOR RETARDED CITIZENS - REQUEST SUPPORT FOR THE SUMMER
HANDICAPPED PROGRAM**

A motion was made by Commissioner Norris, seconded by Commissioner Williams and passed unanimously to include the request for funding from Ms. Mavis Carroll, for the Association for Retarded Citizens Summer Handicapped Program in the 1993-94 Budget requests. Further, to write a "letter of appreciation" to Ms. Mavis Carroll for the contribution she has made to the Association for Retarded Citizens.

GOVERNING BODY - SUPPORTS HOUSE BILL 488

A motion was made by Commissioner Williams, seconded by Commissioner Richardson and passed unanimously to write a letter to members of the General Assembly, representing the people of Columbus County, endorsing House Bill 488, Title: Respiratory Care Practice Act.

EMERGENCY MANAGEMENT - E9-1-1 COMMITTEE RECOMMENDATION ACCEPTED

John H. Moore, Jr., Emergency Management Coordinator, presented the Board with the recommendation of E9-1-1 Committee as follows:

The Committee recommends Specialized Data Systems (SDS) be contracted to assist the County in implementing our E9-1-1 system. The Committee recommends a contract with SDS to develop and deliver a turn-key E9-1-1 solution at a cost not to exceed \$1,257,000. The surcharge rate will be \$1.37 per month.

A motion was made by Commissioner Norris, seconded by Commissioner Williams and passed unanimously to accept the E9-1-

1 Committee's recommendation, as presented.

SOCIAL SERVICES - REQUEST AND APPROVAL FOR EMPLOYEES

Jo Anne Vereen, Social Services Director, requested the Board's consideration for two (2) additional social workers, effective April 1, 1993, as a recent audit of the JOBS Opportunity and Basic Skills Program (JOBS) showed that all goals of the program have been met with the exception of the penetration rate. Ms. Vereen reported that the cost to the County for April, May and June is a total of \$598.73 which can be absorbed in the Social Services 1992-93 Operating Budget.

A motion was made by Commissioner Williams, seconded by Commissioner Norris and passed unanimously to approve Jo Anne Vereen, Social Services Director's request for the two (2) additional social workers' with the cost to be absorbed within the Social Services 1992-93 Operating Budget.

SOCIAL SERVICES - SOCIAL WORKERS APPROVAL FOR HEPATITIS-B VACCINE

Jo Anne Vereen, Social Services Director, addressed the Board in reference to Social Workers receiving Hepatitis-B vaccine for bloodborne pathogens. Ms. Vereen stated that five (5) of the Social Workers employed at the Social Services have requested the vaccine with the remaining Social Workers wavering the vaccine, at this time.

A motion was made by Commissioner Richardson, seconded by Commissioner Norris and passed unanimously to direct Jo Anne Vereen to allow the Social Workers who have requested to receive the Hepatitis-B vaccine for bloodborne pathogens through the Columbus County Health Department, with the cost to be absorbed within the Social Services Department's budget.

SCHOOLS (COUNTY) - NAKINA HIGH SCHOOL PROPOSAL TO COLUMBUS COUNTY BOARD OF EDUCATION

Commissioner Richardson presented the following proposal to be considered by the Board of Commissioners in reference to the Nakina High School Property:

Proposal Conditions:

1. Columbus County Board of Education will lease to Columbus County the Nakina School property for a period not to

exceed five (5) years at the amount of One (\$1.00) Dollar per year.

2. Columbus County will use the gymnasium and ball field areas for public community use.
3. The gymnasium and ball field areas will serve in a community center capacity supervised by county employees.
4. Columbus County will mow and maintain the grounds around the facility.
5. Columbus County will provide supervisory surveillance for the unused portions of the facility and provide a preventative maintenance plan for the buildings upkeep.
6. Columbus County will be responsible for all maintenance and utility costs for the gymnasium and ball fields.
7. Columbus County will return all facilities to the Board of Education at any time it is needed for an educational facility.
8. At the end of the five (5) year period, if a long term lease is not feasible for the occupancy of the buildings, the County will relinquish all desires for the facility and the School Board may dispose of it as it sees fit.
9. The Board of Education will have no assumption of liability with such lease.

Dempsey Herring, Recreation Director, stated that it will cost approximately \$10,000 annual for operation and preventive maintenance for the Nakina School facility, which can be included in the Recreation Budget.

A motion was made by Commissioner Norris, seconded by Commissioner Gray and passed unanimously to approve the proposal as submitted by Commissioner Mike Richardson, Roy L. Lowe, and Dempsey Herring to be presented to the Columbus County Board of Education for their consideration.

CONTRACT - 1993-1995 COST ALLOCATION PLAN FOR DAVID M. GRIFFITH & ASSOCIATES

A motion was made by Commissioner Worley, seconded by Commissioner Norris and passed unanimously to approve the 1993-1995 Cost Allocation Plan Contract as follows:

**AGREEMENT TO PROVIDE
PROFESSIONAL ACCOUNTING SERVICES TO
COLUMBUS COUNTY, NORTH CAROLINA**

THIS AGREEMENT, entered into this 15th day of March, 1993 and effective immediately by and between David M. Griffith & Associates, Ltd. (hereinafter called the "Consultant") and Columbus County, State of North Carolina (hereinafter called the "County").

W I T N E S S E T H :

THAT WHEREAS, the County has programs which it operates with Federal funding, and

WHEREAS, the County supports these programs with support services paid from County appropriated funds; and

WHEREAS, the Federal Government and the State will pay a fair share of these costs if supported by an approved cost allocation plan; and

WHEREAS, the Consultant is staffed with personnel knowledgeable and experienced in the requirements of developing and negotiating such governmental cost allocation plans; and

WHEREAS, the County desires to engage the Consultant to assist in developing a plan which conforms to Federal requirements and will be approved by their representatives.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant:** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the following services.

2. **Scope of Services:** The Consultant shall do, perform and carry out in a good and professional manner the following services:

- a. Development of a central services cost allocation plan which identifies the various costs incurred by the County to support and administer Federal programs. This plan will contain a determination of the allowable costs of providing each supporting service such as purchasing, legal counsel, disbursement processing, etc.

- b. *Prepare indirect costs proposals for federal grant as necessary.*
- c. *Negotiation of the completed cost allocation plan with the representatives of the State or Federal government, which is applicable.*

3. *Time of Performance:* *The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purpose of the agreement. The cost allocation plan, based upon the previous year's audited expenditures, will be available by April 15 of each of the three succeeding years, and for your review and our negotiation with Federal and State representatives.*

4. *Compensation:* *The County agrees to pay the Consultant a sum not to exceed Six Thousand (\$6,000.00) Dollars for all services required herein, which shall include reimbursement for expenses incurred. Consultant agrees to complete the project and all services provided herein for said sum. The fee will remain the same throughout the three (3) year term of this contract, unless the scope of the project is amended in writing by the County. Any and all changes will be accomplished in accordance with Paragraph six (6) of this contract.*

<u><i>FYE 6-30-93</i></u>	<u><i>FYE 6-30-94</i></u>	<u><i>FYE 6-30-95</i></u>
<i>\$6,000</i>	<i>\$6,000</i>	<i>\$6,000</i>

5. *Method of Payment:* *The Consultant shall be entitled to payment in accordance with the provisions of this paragraph. First, the Consultant will be entitled a fixed amount as indicated above. Second, Consultant's fees are due upon the rendering of a bill upon the completion of an approvable plan. All funds received from the plan above the Consultant's fee will accrue solely to the County.*

6. *Changes:* *The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in written amendment to this agreement.*

7. Services and materials to be Furnished by the County: The County shall locally furnish the Consultant with all available necessary information, data, and material pertinent to the execution of this agreement. The County shall cooperate with the Consultant in carrying out the works herein and shall provide adequate staff for liaison with the Consultant and other agencies of County government.

8. Termination of Agreement for Cause: If, for any cause, the consultant shall fail to fulfill in timely and proper manner his obligations under this agreement, the County shall thereupon have the right to terminate this agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

9. Information and Reports: The Consultant shall, at such time and in such form as the County may require, furnish such periodic reports concerning the status of the project, such statements, certificates, approvals and copies of proposed and executed plans and claims and other information relative to the project as may be requested by the County.

10. Copyright: County acknowledges that the report format to be provided by Consultant is copyrighted. Consultant shall ensure that all copies of its report bear the copyright legend. County agrees that all ownership rights and copyrights thereto lie with Consultant. County may use the report solely for and on behalf of County's operations. County agrees that it will take appropriate action by instruction, agreement or otherwise with its employees to satisfy its obligations with respect to use, copying, protection and security of the report format.

11. Notices: Any notices, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties in the United States Mail, postage paid, to the address noted below:

David M. Griffith & Associates, Ltd.
1100 Logger Court, Suite D-100
Raleigh, North Carolina 27609

IN WITNESS WHEREOF, the County and the Consultant have executed with agreement as of the date first written above.

COUNTY OF COLUMBUS

/s/ Roy L. Lowe, County Administrator

DAVID M. GRIFFITH & ASSOCIATES, LTD.

/s/ Tim McKinnie, Vice-President

APPOINTMENTS - TOWN OF LAKE WACCAMAW PLANNING & BOARD OF ADJUSTMENT

A motion was made by Commissioner Norris, seconded by Commissioner Richardson and passed unanimously to make the following appointments for three year terms, with terms expiring March 31, 1996:

Lake Waccamaw Planning Board - Ed Logan, Waccamaw Shores

Lake Waccamaw Board of Adjustment - Ruth Brandt, Shawnee Acres

APPOINTMENT - SOUTHEASTERN ECONOMIC DEVELOPMENT COMMISSION

A motion was made by Commissioner Williams, seconded by Commissioner Richardson and passed unanimously to appoint Mr. Leo Mercer to serve on the Southeastern Economic Development Board Commission for a two (2) year term, with term expiring April 1, 1995.

APPOINTMENT - SOUTHEASTERN REGIONAL MENTAL HEALTH BOARD

A motion was made by Commissioner Gray, seconded by Commissioner Norris and passed unanimously to appoint Fredricka Turner to serve on the Southeastern Regional Mental Health Board to fill the unexpired term of Dr. Jerry Paschal, deceased, with term expiring November 30, 1993.

BUDGET AMENDMENTS - VARIOUS

A motion was made by Commissioner Richardson, seconded by Commissioner Norris and passed unanimously to approve the following budget amendments:

Social Services:

Accept 10-348-1600 CP&L Energy Funds \$1,308.00

Expend 10-611-1500 CP&L Energy Funds \$1,308.00

Health - Family Planning:

Accept 10-348-07 State Funds for Norplants \$5,400.00

Expend 10-591-46 Drugs and Supplies \$5,400.00

WSDA Capital Project:

Increase 61-670-9000 Acquisition	\$4,000.00
Decrease 61-671-9000 Disposition	(900.00)
Decrease 61-672-9000 Streets	(19,071.00)
Increase 61-673-9000 Construction Fencing	15,071.00
Increase 61-674-9000 Administration	900.00

BUDGET AMENDMENT - REGISTER OF DEEDS

A motion was made by Commissioner Williams, seconded by Commissioner Norris and passed unanimously to approve the following budget amendment for the Register of Deeds:

Increase 10-480-2100 Rent	
Decrease 10-480-0200 Salaries	1,489.00

BUDGET AMENDMENTS - VARIOUS LINE ITEM TRANSFERS

A motion was made by Commissioner Norris, seconded by Commissioner Worley and passed unanimously to approve the following line item transfers within various departments.

Special Alcohol & Drug Fund:

Increase 54-510-3300 Departmental Supplies	\$2,000.00
Decrease 54-510-7400 Capital Outlay	(2,000.00)

Sheriff Department:

Increase 10-510-5300 Dues & Subscriptions	\$ 200.00
Increase 10-510-5700 Miscellaneous Expense	1,000.00
Increase 10-510-5400 Medical Expense-Inmates	5,000.00
Decrease 10-510-5400 Insurance	(\$6,200.00)

H.U.D.:

Increase 50-300-8026 Annual Cont. Earned	\$2,765.00
To be expended as follows:	
Increase 50-410-4110 Salaries	\$ 50.00
Decrease 50-410-4130 Legal	(100.00)
Increase 50-410-4150 Travel	100.00
Decrease 50-410-4170 Accounting & Auditing	(326.00)
Increase 50-410-4190 Sundry	1,941.00
Increase 50-410-4540 Employee Benefits	1,500.00
Decrease 50-410-7520 Non-exp. Equipment	(200.00)
Decrease 50-410-7540 Property Betterment	(200.00)

Maintenance:

Decrease 10-505-1600 M/R Equipment	(\$1,500.00)
Increase 10-505-1500 M/R Bldg./Grounds	\$1,500.00

Aging/Senior Center:

Increase 12-608-0900 Unemployment Comp.	\$ 100.00
Increase 12-611-0900 Unemployment Comp.	100.00
Increase 12-615-3300 Repair Supplies	110.00
Increase 12-615-4500 Contracted Services	15.00
Decrease 12-608-3200 Office Supplies	(\$ 100.00)
Decrease 12-611-1400 Travel	(
Dase 12-615-1400 Travel	(125.00)

Aging/Senior Center:

Increase 12-609-1100 Telephone	\$ 25.00
Increase 12-613-3200 Office Supplies	100.00
Increase 12-616-0900 Unemployment Comp.	50.00
Increase 12-617-0900 Unemployment Comp.	75.00
Decrease 12-607-1100 Telephone	(\$ 125.00)
Decrease 12-611-4500 Contracted Services	(125.00)

Aging/Senior Center:

Increase 12-612-0900 Unemployment Comp.	\$ 40.00
Increase 12-613-0900 Unemployment Comp.	25.00
Increase 12-617-1400 Travel	100.00
Decrease 12-611-5400 Insurance & Bonding	(10.00)
Decrease 12-612-5400 Insurance & Bonding	(10.00)
Decrease 12-616-4500 Contracted Services	(120.00)
Decrease 12-617-5400 Insurance & Bonding	(25.00)

Aging/Senior Center:

Increase 12-610-1100 Telephone	\$ 200.00
Increase 12-614-0900 Unemployment Comp.	100.00
Decrease 12-614-1300 Utilities	(250.00)
Decrease 12-614-1400 Travel	(50.00)

Aging/Senior Center:

Increase 12-607-0900 Unemployment Comp.	\$ 2,500.00
Increase 12-607-1400 Travel	1,000.00
Increase 12-610-0900 Unemployment Comp.	2,930.00
Decrease 12-607-4500 Contracted Services	(5,530.00)
Decrease 12-609-1400 Travel	(450.00)

Decrease 12-609-4500 Contracted Services	(450.00)
<u>Aging/Senior Center:</u>	
Increase 12-610-0900 Unemployment Comp.	\$ 2,070.00
Decrease 12-609-0900 Unemployment Comp.	(500.00)
Decrease 12-609-5400 Insurance & Bonding	(600.00)
Decrease 12-610-5400 Insurance & Bonding	(970.00)
<u>Aging/Senior Center:</u>	
Increase 12-610-4500 Contracted Services	\$ 6,500.00
Decrease 12-610-1400 Travel	(1,825.00)
Decrease 12-610-5400 Insurance & Bonding	(15.00)
Decrease 12-613-1100 Telephone	(430.00)
Decrease 12-614-5400 Insurance & Bonding	(50.00)
Decrease 12-616-1400 Travel	(4,180.00)
<u>Health - Comp. Breast & Cervical Cancer Control:</u>	
Decrease 10-580-0200 Salaries	(\$ 195.00)
Increase 10-580-0201 Longevity	195.00
<u>Health - Home Demonstration:</u>	
Increase 10-583-06 Insurance	\$ 2,515.00
Decrease 10-583-32 Office Supplies	(1,564.00)
Decrease 10-583-45 Contracted Services	(951.00)
<u>Health - Maternal Outreach:</u>	
Increase 10-588-14 Travel	\$ 1,218.00
Decrease 10-588-32 Office Supplies	(437.00)
Decrease 10-588-33 Departmental Supplies	(781.00)
<u>Health - Child Health:</u>	
Decrease 10-589-0200 Salaries	(\$ 1.00)
Increase 10-589-0201 Longevity	1.00
<u>Health - General:</u>	
Decrease 10-590-15 M/R to Building	(\$1,000.00)
Increase 10-590-53 Dues & Subscriptions	1,000.00
<u>Health - Glaucoma/Diabetes</u>	
Increase 10-595-32 Offices Supplies	\$ 1,043.00
Decrease 10-595-33 Departmental Supplies	(1,043.00)
<u>Health - WIC:</u>	
Increase 10-598-14 Travel	\$ 3,201.00
Decrease 10-598-33 Departmental Supplies	(3,432.00)

Increase 10-598-74 Capital Outlay 231.00

Health - Home Health:

Increase 10-593-16 M/R to Equipment \$ 2,000.00

Decrease 10-593-46 Drugs & Supplies (2,000.00)

Health - Maternal:

Decrease 10-592-46 Drugs & Supplies (\$ 936.00)

Increase 10-592-74 Capital Outlay 936.00

Social Services:

Increase 40-616-0000 Adoption Asst. Payments \$ 600.00

Decrease 40-612-0000 Aid-Dept. Children (600.00)

Elections:

Increase 10-430-1101 Postage \$ 129.00

Increase 10-430-2600 Advertising 12.00

Decrease 10-430-3200 Office Supplies (141.00)

Emergency Management:

Decrease 10-525-0201 Longevity (\$ 365.00)

Decrease 10-525-7400 Capital Outlay (300.00)

Increase 10-525-1400 Travel \$ 665.00

TAX RELEASES & REFUNDS

A motion was made by Commissioner Norris, seconded by Commissioner Richardson and passed unanimously to approve the tax releases and refunds as recommended by the Tax Administrator.

Allen Blake; W-2-1, double-listed on # 15-02453, Lloyd & Toni A. Blake. Amount \$265.44, valuation \$33,600, year 1992, account # 15-02383.

Russell Clemmons; F-12-1, discharged by Bankruptcy Court; uncollectible. Amount \$948.41; valuation \$110,280. year 1986, account # 06-05380.

C. V. Butler; unidentified property. Does not own. Amount \$196.65, valuation \$26,700. years 1983 through 1992, account # 03-02200.

Mary W. Davis; failed to receive the Senior Citizen's exemption on lot where mobile home is located. Amount \$15.87, valuation \$2,300. Year 1992, account #10-03280.

Hilda Fowler; 1965 Chevrolet was salvaged on 12-1-89. Amount \$3.40, valuation \$500, Year 1990, account # 06-39417.

Harvey E. Freeman; leased vehicle (1988 Porshe) was already listed by Marine Midland Automotive Financial on # 15-26011. Amount \$239.29, valuation \$3,0290, year 1992, account # 15-14760.

Mary Graham (Heirs); unidentified property. Does not own. Amount \$408.11, valuation \$54,600, years 1983 through 1992, account # 01-34240.

Garfield Grainger; unidentified property. Does not own. Amount \$992.28, valuation \$128,800, years 1983 through 1992, account # 03-9800.

Letha V. Haney (Heirs); unidentified property. Does not own. Amount \$61.54, valuation \$8,100, years 1983 through 1992, account # 03-10000.

F. M. Hardee; unidentified property. Does not own. Amount \$ 270.80, valuation \$36,000, years 1983 through 1992, account # 06-17040.

Ray E. & Louise Harrelson; unidentified property. Does not own. Amount \$119.25, valuation \$15,000, years 1983 through 1992, account # 06-17780.

Sylvia Nance Ivey; motorcycle wrecked and sold for salvage 12-1991. Amount \$22.22, valuation \$3,220, year 1992, account # 12-13210.

Jocephus & Australia Jones; L-3-179, tax unpaid as result of bankruptcy. Discharged by Bankruptcy Court. (Filed 12-15-1988). Amount \$144.50, valuation \$16,320, years 1987 and 1988, account # 14-07940.

Otto Lee; unidentified property. Does not own. Amount \$1,078.30, valuation \$142,000, years 1983 through 1992, account # 03-12980.

J. D. Lewis; unidentified property. Does not own. Amount \$438.02, valuation \$57,200, years 1983 through 1992, account # 03-13180.

Mary F. Lewis; unidentified property. Does not own. Amount \$304.80, valuation \$40,000, years 1983 through 1992, account # 03-13280.

Gloria McPherson Etal; per deed of 11/3/89, Book 413,

page 135, property Q-5-4, sold to State of North Carolina. Tax exempt property. Refund requested for portion of taxes already paid. Amount \$532.90, valuation \$77,550, years 1990 and 1991, account # 11-16927.

Michael K. McPherson; double-wide Mobile home double-listed on real, also personal property. Amount \$54.99, valuation \$7,970, year 1992, account # 12-18185.

Dr. M. N. Muldrow & Willa Ingram, in care of Dr. W. V. Easley; unidentified property. Does not own. Amount \$ 178.47, valuation \$23,150, years 1984 through 1992, account # 01-64040.

W. R. Newberry; unidentified property. Does not own. Was released 1983 through 1990. Amount \$253.92, valuation \$36,800, years 1991 and 1992, account #06-27060.

W. M. Parish; house located on BT-1-222, partially destroyed by fire (40%). Amount \$51.00, valuation \$6,800, account # 01-12782.

Mrs. Cindy Rhodes; unidentified property. Does not own. Amount \$328.92, valuation \$43,200, years 1983 through 1992, account # 03-19680.

Edith Mae Russell; K-5A-64, not in Whiteville Rescue. Amount \$1.57, year 1992, account #01-78480.

Maggie Shipman; unidentified property. Does not own. Amount \$259.03, valuation \$33,800, years 1983 through 1992, account # 05-06100.

D. V. Stanley; unidentified property. Does not own. Amount \$152.40, valuation \$20,000, years 1987 through 1992, account # 03-23660.

Rebecca Ward; unidentified property. Does not own. Amount \$357.13, valuation \$47,800, years 1983 through 1992, account # 03-27780.

Rufus Glenn & Edna Yates; CH-3-6A, sold 1-8-91 (for 1992) and rebilled to John B. Frink, Jr. on # 13-14133. Amount \$11.04, valuation \$1,600, year 1992, account # 13-46323.

Mary W. Davis; no user fees. (Senior Citizen's exemption). Amount \$18.00 user fees, year 1992, account # 10-03280.

Michael K. McPherson; mobile home billed on real and personal property. Amount \$30.00 user fees, year 1992, account # 12-18185.

Edward C. Moore; D-2-8C, vacant tract. Amount \$60.00, years 1990 and 1991, account # 11-18000.

Edgar Newell Heirs; R-1-1, house vacant. Amount \$30.00 user fees, year 1992, account # 08-13760.

W. M. Parish; BT-1-222, house partially destroyed by fire (40%). Amount \$18.00 user fees, year 1992, account # 04-12782.

Lynda M. and Douglas D. Williamson; mobile home vacant on H-14-45. Amount \$30.00 user fees, year 1992, account # 06-43720.

John Allen, Sr. & Jeannine Wilson; M-5-22, house vacant. Amount \$30.00 user fees, year 1992, account # 11-30360.

George Washington Bryant; listed in Bladen County where he resides. Amount \$117.82, valuation \$1,780, year 1988, account # 17-04505.

Patricia Bullock; 1986 Chevrolet double-listed to A. J. & Patricia Bullock # 10-01840. Amount \$27.40, valuation \$3,610, year 1991, account # 17-05081.

Deana Calcote; vehicle double-listed on # 02-08403, Tracey Deon Wilson. Amount \$66.22, valuation \$8,500, year 1992, account # 17-05648.

Frances Brown Edwards; 1980 Ford double-listed on # 01-23140, Jack & Mary F. Edwards. Amount \$9.49, valuation \$1,250, year 1992, account # 17-09973.

Annette Eissens; 1986 Oldsmobile was listed in Wayne County for 1992, per statement. Amount \$ 43.11, valuation \$5,680. year 1992, account # 17-10124.

Hilda Ann Fowler; 1979 (salvaged) Chevrolet traded for 1978 Datsun already listed. Amount \$11.62. valuation \$1,530, year 1992, account # 17-11758.

Clifford Graham; 1984 Chevrolet listed and taxes paid in Bladen County. Amount \$70.21, valuation \$9,250, year 1992, account # 17-15186.

Robin Nealey; vehicle double-listed on # 17-27710, same

name. Amount \$118.86, valuation \$1,950, year 1986 & 1988, account # 17-27590.

Elizabeth Dawn Small; 1987 Chevrolet was located and registered in Tennessee for year 1992. Amount \$27.63, valuation \$3,640, year 1992, account #17-33532.

Vernon Lee Strickland; 1982 Cadillac double-listed on Smithie Williamson. Amount \$21.10, valuation \$2,780, year 1992, account # 17-36473.

Ordered: that a refund check be issued to Grover Green, 138 Doshier Street, Brooklyn, New York 11208, in the amount of \$50.03, years 1988 through 1992. TC-3-90 property was sold, per deed Book 258/479, and listed to Pearlie Spencer. Valuation \$7,080, account # 06-16700.

Ordered: that a refund check be issued to Gloria McPherson, 901 Pinkney Street, Whiteville, N. C. 28472, (Gloria McPherson et al), in the amount of \$373.25, for years 1990 and 1991. Per deed of 11-3-89, book 413/135, Q-5-4 was sold to State of N.C. Property tax exempt. Valuation \$125,400, account # 11-16927.

U.S. CONGRESSMAN CHARLIE ROSE - REPRESENTED BY WAYNE JACKSON

Chairman Koonce recognized Wayne Jackson, representing U. S. Congressman Charlie Rose's Office, and thanked him for attending the Board meeting.

BUDGET ORDINANCE (1992-93)- LINE ITEM TRANSFERS

Sheriff Rains, addressed the Board in reference to the 1992-93 Budget Ordinance which was adopted with the Board of Commissioners approving all line-item transfers within a department and requested the Board to consider rescinding the line-item transfers being approved by the Board of Commissioners. The Sheriff stated that this procedure causes a lot of extra work for the Department Head's, the Finance Officer and they also have to be recorded in the minutes of the Board meetings.

A motion was made by Commissioner Worley, and seconded by Commissioner Jacobs to rescind the portion of the Budget Ordinance, which states: the Board of County Commissioners is hereby authorized to transfer appropriations within a fund between objects of expenditures within a department. If department heads

find it necessary to transfer appropriations within a fund between objects of expenditures within a department, a budget amendment must be made and approved by the Board of County Commissioners. The change would allow, the Administrator, Department Head, and Finance Officer to approve line-item transfers within a fund between objects of expenditures.

AYES: Commissioners Norris, Gray, Koonce, Williams, Jacobs and Worley

NOES: Commissioner Richardson

The vote was 6 in favor of the motion and 1 against. Due to this being an Ordinance adopted by the Board, the vote must be unanimous on the first reading. The item will be listed on the April 26, 1993 Agenda for consideration for the second time.

DOT - REQUEST CONSIDERATION FOR PAVING STATE ROAD 1174

A motion was made by Commissioner Worley, seconded by Commissioner Richardson and passed unanimously to request the Department of Transportation to consider paving State Road 1174 and further to provide the County with an updated list of the road priorities.

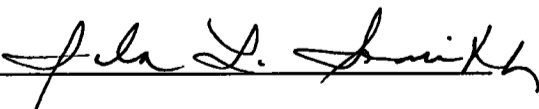
ANIMAL CONTROL - APPROVED PURCHASE OF A VEHICLE


A motion was made by Commissioner Worley, seconded by Commissioner Jacobs and passed unanimously to authorize Roy L. Lowe, the County Administrator, to purchase a pick-up truck for the Animal Control Department from state contract, not to exceed \$10,000.00.

ADJOURNMENT

A motion was made by Commissioner Worley, seconded by Commissioner Richardson and passed unanimously to adjourn the meeting at 9:30 A.M.

APPROVED:


Clerk to the Board


Chairman