

An adjourned regular meeting of the Board of Commissioners for the County of Columbus, North Carolina, was held at 3:00 p.m. o'clock, on October 9, 1973, at the County Courthouse in Whiteville, North Carolina, the regular place of meeting.

Present: Chairman Edward W. Williamson, presiding, and Commissioners T. E. Burns, Donald P. Currie, Mayo Brown, and W. B. Buffkin.

Absent: None

The Board of Commissioners received from the Columbus County Board of Elections a certified copy of the proceeding of said Board of Elections taken on October 9, 1973, evidencing said Board's determination of the results of the canvass of the returns of the special bond referendum held in the County of Columbus on October 6, 1973 upon the question of issuing \$6,000,000 County Hospital Bonds of said County.

After said proceedings had been considered and reviewed by the Board of Commissioners, Commissioner Mayo Brown introduced the following resolution which was read:

RESOLUTION DECLARING THE RESULT OF THE SPECIAL BOND REFERENDUM HELD ON OCTOBER 6, 1973

BE IT RESOLVED by the Board of Commissioners for the County of Columbus:

Section 1. The Board of Commissioners for the County of Columbus, having received from the Columbus County Board of Elections a certified copy of the proceedings of said Board of Elections taken on October 9, 1973, evidencing said Board's determination of the results of the canvass of the returns of the special bond referendum held in the County of Columbus on October 6, 1973 upon the question of issuing \$6,000,000 County Hospital Bonds of said County, does hereby declare and certify the result of said referendum to be the result which is set forth in the following statement of the result of said referendum, which statement has been prepared by said Board of Commissioners:

STATEMENT OF THE RESULT OF THE SPECIAL BOND REFERENDUM HELD IN THE COUNTY OF COLUMBUS, NORTH CAROLINA ON OCTOBER 6, 1973

At a special bond referendum held in the County of Columbus on October 6, 1973, 19,700 voters were registered and qualified to vote.

At said referendum 2,749 votes were cast for the order adopted on August 20, 1973, authorizing the County of Columbus, North Carolina, to contract a debt, in addition to any and all other debt which said County may now or hereafter have power or authority to contract, and in evidence thereof to issue County Hospital Bonds in an aggregate principal amount not exceeding \$6,000,000 for the purpose of providing funds, with any other available funds, for the erecting and equipping a new County hospital in said County, including the acquisition of any necessary rights of way, and authorizing the levy of taxes in an amount sufficient to pay the principal of and the interest on said bonds, and 868 votes were cast against said order, and a majority of the qualified voters of said County who voted thereon at said referendum having voted in favor of the approval of said order, was thereby approved and is in force and effect.

Board of Commissioners
for the
County of Columbus, North Carolina

Section 2. The County Accountant and ex officio Clerk shall file a copy of the foregoing statement of the result of said referendum in her office, shall insert such statement in the minutes of the Board of Commissioners and shall publish such statement once in the News

Reporter. A statement in substantially the following form shall be published with the foregoing statement:

Any action or proceeding challenging the regularity or validity of this bond referendum must be begun within 30 days after the date of publication.

Board of Commissioners for the County of Columbus, North Carolina

section 3. This resolution shall take effect upon its passage.

Upon motion of Commissioner T. E. Burns, seconded by W. B. Buffkin, the foregoing resolution entitled:

"RESOLUTION DECLARING THE RESULT OF THE SPECIAL BOND REFERENDUM HELD ON OCTOBER 6, 1973" was passed by the following vote:

Ayes: Commissioners Williamson, Buffkin, Burns, Brown and Currie.

Noes: None

The following resolution was introduced by Commissioner Brown, seconded by Commissioner Currie read in full, considered and adopted:

RESOLUTION AUTHORIZING, ADOPTING, ACCEPTING AND RATIFYING THE EXECUTION OF GRANT AGREEMENT FOR PROJECT NO. 7-37-0081-02-73 BETWEEN THE UNITED STATES OF AMERICA AND THE COUNTY OF COLUMBUS, N. C.

BE IT RESOLVED, by the County Commissioners of Columbus County, N. C.:

Section 1. That said Commissioners hereby authorizes, adopts, approves, accepts and retifies the execution of Grant Agreement between the Federal Aviation Administration on behalf of the United States of America and the County of Columbus, North Carolina.

Section 2. That the execution of said Grant Agreement in quarduplicate on behalf of said Commissioners by Edward W. Williamson, Chairman, Board of County Commissioners and the impression of the official seal of the County of Columbus, North Carolina, and the attestation of said execution by Emogene W. Suggs, Clerk to the Board of Commissioners is hereby authorized, adopted, approved, accepted and ratified.

Section 3. That the Co-Ordinator is hereby authorized to execute payment requests under this Grant Agreement on behalf of said County of Columbus, North Carolina.

Section 4. That the Grant Agreement referred to hereinabove shall be attached hereto and made a part of this resolution as though it were fully copied herein.

AGREEMENT ATTACHED TO MINUTES

Ordered: that the check written to James Davis for assisting the Dog Warden be discontinued as this service is no longer used.

Ordered: that the Chairman write to various officials ~~from~~ representing this area seeking help for the control of fire ants in Columbus County, and in the southern part of the County in particular.

Ordered: that holidays for November be set as follows: November 6th, Elections Day; November 12th, Veterans' Day; and November 22nd, Thanksgiving Day.

Ordered: that the expenses of moving the various county office equipment be paid

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

GRANT AGREEMENT

Part 1-Offer

Date of Offer

COLUMBUS COUNTY
WHITEVILLE, NORTH CAROLINA
Project No. 7-37-0081-02

Airport

Contract No. DOT-FA-74-SO-8009

TO: COUNTY OF COLUMBUS, NORTH CAROLINA
(herein referred to as the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Administration, herein referred to as the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated AUGUST 28, 1973, for a grant of Federal funds for a project for development of the COLUMBUS COUNTY Airport (herein called the "Airport"), together with plans and specifications for such project, which Project Application, as approved by the FAA is hereby incorporated herein and made a part hereof; and

WHEREAS, the FAA has approved a project for development of the Airport (herein called the "Project") consisting of the following-described airport development:

Land, approach area (6.8 acres in tract 6, property interest satisfactory to the Administrator); construct and mark runway 5/23 extension (500'x75'); extend MIRL system (500'); install VASI-2 on runway 23; install perimeter fence; approach clearing.

all as more particularly described in the property map and plans and specifications incorporated in the said Project Application;

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Airport and Airway Development Act of 1970, as amended (49 U.S.C. 1701), and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application, and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and the operation and maintenance of the Airport as herein provided, THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States share of the allowable costs incurred in accomplishing the Project, seventy-five percent (75%) from funds appropriated under the Airport and Airway Development Act as amended and five percent (5%) from funds appropriated pursuant to the Public Works and Economic Development Act of 1965.

This Offer is made on and subject to the following terms and conditions:

1. The maximum obligation of the United States payable under this Offer shall be \$85,500 from funds appropriated under the Airport and Airway Development Act as amended and \$5700 from funds appropriated pursuant to The Public Works and Economic Development Act of 1965.
2. The Sponsor shall:
 - (a) begin accomplishment of the Project within ninety (90) days after acceptance of this Offer or such longer time as may be prescribed by the FAA, with failure to do so constituting just cause for termination of the obligations of the United States hereunder by the FAA;
 - (b) carry out and complete the Project without undue delay and in accordance with the terms hereof, the Airport and Airway Development Act of 1970, and Sections 152.51-152.63 of the Regulations of the Federal Aviation Administration (14 CFR 152) in effect as of the date of acceptance of this Offer; which Regulations are hereinafter referred to as the "Regulations";
 - (c) carry out and complete the Project in accordance with the plans and specifications and property map, incorporated herein, as they may be revised or modified with the approval of the FAA.
3. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under Section 152.47 (b) of the Regulations.
4. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of Sections 152.65 - 152.71 of the Regulations. Final determination as to the allowability of the costs of the project will be made at the time of the final grant payment pursuant to Section 152.71 of the Regulations: Provided, that, in the event a semi-final grant payment is made pursuant to Section 152.71 of the Regulations, final determination as to the allowability of those costs to which such semi-final payment relates will be made at the time of such semi-final payment.

5. The Sponsor shall operate and maintain the Airport as Provided in the Project Application incorporated herein and specifically covenants and agrees, in accordance with its Assurance 4 in Part III of said Project Application, that in its operation and the operation of all facilities thereof, neither it nor any person or organization occupying space or facilities thereon will discriminate against any person or class of persons by reason of race, color, creed or national origin in the use of any of the facilities provided for the public on the airport.
6. The FAA reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the Sponsor.
7. This Offer shall expire and the United States shall not be obligated to pay any part of the costs of the Project unless this Offer has been accepted by the Sponsor on or before December 7, 1973 or such subsequent date as may be prescribed in writing by the FAA.
8. The Sponsor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the following Equal Opportunity clause.

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order 11246 of 24 September 1965 and the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of 24 September 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of 24 September 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of 24 September 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of 24 September 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Sponsor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Sponsor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor that it will furnish the administering agency with the Secretary of Labor such information as they may require

for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The sponsor further agrees that it will refrain from entering into any contract or contract modification, subject to Executive Order 11246 of 24 September 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to part III, Subpart D of the Executive Order. In addition, the sponsor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance guarantee); refrain from extending any further assistance to the sponsor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from the sponsor; or refer the case to the Department of Justice for appropriate legal proceedings.

9. The sponsor's financial records of the project, established, maintained, and made available to personnel of the FAA in conformity to Section 152.63 of the Regulations of the Federal Aviation Administration (14 CFR 152) will also be available to representatives of the Comptroller General of the United States.
10. It is understood and agreed that the terms "Administrator of the Federal Aviation Agency," "Administrator," or "Federal Aviation Agency" wherever they appear in this Agreement, in the Project Application, plans and specifications, or other documents constituting a part of this Agreement shall be deemed to mean the Federal Aviation Administrator or the Federal Aviation Administration as the case may be. It is also understood and agreed that the term "Federal Airport Act" in said agreement documents shall mean "Airport and Airway Development Act of 1970."
11. The Sponsor will send a copy of all Invitations for Bids, advertised or negotiated, for concessions or other businesses at the airport to the Office of Minority Business Enterprise (OMBE), Field Operations Division, Department of Commerce, Washington, D. C. 20230, or to the local affiliate designated by the OMBE. The Sponsor will disclose and make information about the contracts, contracting procedures and requirements available to the OMBE or its designated affiliate and minority firms on the same basis that such information is disclosed and made available to other organizations or firms. Responses by minority firms to Invitations to Bids shall be treated in the same manner as all other responses to the Invitations for Bids.

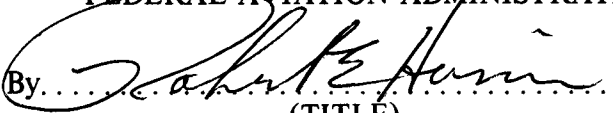
Compliance with the preceding paragraph will be deemed to constitute compliance by the Sponsor with the requirements of 49 CFR 21, Appendix C(a)(1)(x), Regulations of the Office of the Secretary of Transportation.

12. The Federal Government does not now plan or contemplate the construction of any structures pursuant to Paragraph 11 of Part III - Sponsor's Assurances of the Project Application dated August 28, 1973; and, therefore, it is understood and agreed that the Sponsor is under no obligation to furnish any such areas or rights under this Grant Agreement.
13. It is mutually agreed that payments due from the United States under the terms of this Grant Agreement will be limited to not more than 50% of the maximum obligation cited on page 2 of this document until the Sponsor has cleared and protected the approach areas of runway 23 in accordance with the provisions of paragraph 7, page 6, Sponsor's Assurances of the Project Application dated August 28, 1973, which has been made a part of this Grant Agreement.
14. It is mutually understood and agreed that the "Airport Lighting Agreement" dated August 6, 1973, is incorporated herein by reference and made a part hereof as if set out in full.
15. It is mutually agreed that payments due from the United States under the terms of this Grant Agreement will be withheld until the Sponsor has acquired all the land as shown under paragraph 7(c) on page 4 of the Project Application dated August 28, 1973.
16. It is further understood and agreed that FAA approval of the project included in this agreement is conditioned on the Sponsor's compliance with applicable air and water quality standards in accomplishing project construction and in operating the airport; further, that failure to comply may result in suspension, cancellation or termination of Federal Assistance under this agreement.
17. Pursuant to the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970 (P.L. 91-646); Part 25, Regulations of the Secretary of Transportation, "Relocation Assistance and Land Acquisition under Federal and Federally-assisted Programs" (49 CFR Part 25, 36 Fed. Reg. 9178); the Regulations; and other applicable provisions of law--the terms used in this paragraph to have the meanings assigned to them under such Act and regulations:
 - a. Sponsor will fully comply with Subpart I of said Part 25.
 - b. Sponsor will adequately inform the public of the acquisition policies, requirements, and payments which will apply to the project with respect to any acquisition of real property to which said Part 25 of this agreement apply.

18. It is agreed that in the event the actual allowable project costs are more than the estimate of cost on which this grant is based, the percentage of such cost payable from funds appropriated under the Public Works and Economic Development Act set forth on page 2 hereof is not controlling; that the full amount of \$5700 of such funds is and remains available without reduction to defray allowable project costs; provided, however, the total federal contribution does not exceed eighty per cent (80%) of allowable project costs. If final eligible costs of the project are less than the estimated cost at the time of project approval, proportionate reductions will be made of the federal and non-federal shares of the project cost based upon maximum federal participation of eighty per cent (80%) of allowable project costs.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and said Offer and Acceptance shall comprise a Grant Agreement, as provided by the Airport and Airway Development Act of 1970, constituting the obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and the operation and maintenance of the Airport. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer and shall remain in full force and effect throughout the useful life of the facilities developed under the Project but in any event not to exceed twenty years from the date of said acceptance.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

By  (TITLE)
Acting CHIEF, AIRPORTS DISTRICT OFFICE
Part II-Acceptance

The COUNTY OF COLUMBUS, NORTH CAROLINA does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept said Offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this 9th day of October, 1973


COUNTY OF COLUMBUS, NORTH CAROLINA

(Name of Sponsor),

By 

Title Chairman, Board of Commissioners

(SEAL)

Attest: 

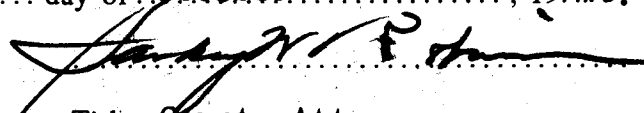
Title: Clerk of the Board

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Sankey W. Robinson, acting as Attorney for COUNTY OF COLUMBUS, N. C., (herein referred to as the "Sponsor") do hereby certify:

That I have examined the foregoing Grant Agreement and the proceedings taken by said Sponsor relating thereto, and find that the Acceptance thereof by said Sponsor has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of NORTH CAROLINA, and further that, in my opinion, said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at Tuesday 9th ~~October~~ this 9th day of October, 1973.


Title County Attorney

from the Contingency Fund.

The Public Safety Commission Members met with the Board to request an amendment to their Budget to increase the salaries of the jailers, buy uniforms for jailers, and various other items that were not included in the Budget Resolution adopted in July. After the discussion concerning their needs, their Budget was not amended to meet their request but an appropriation was made from the Contingency Fund to purchase uniforms for four jailers and one chief jailer not to exceed \$2,000.00. Chairman Williamson will contact Mr. Ramsey with the Lower Cape Fear Planning to see if uniforms can be bought through their organization.

Ordered: that the County Accountant be allowed to transfer funds from the General County fund to pay the Engineer employed at the airport.

ROAD PETITION: Whiteville Township- Road is 2 $\frac{1}{2}$ miles in length, has 12 occupied homes located on it. Road is known as Dogwood Estates.

Upon motion the meeting was adjourned until October 15, 1973, at 10:00 a.m.

APPROVED:


Clerk


Chairman