

The Honorable Board of County Commissioners met in their said office at 10:00 a.m., December 5, 1977, it being first Monday.

MEMBERS OF THE BOARD PRESENT:

C. Waldo Marlowe, Chairman

Junior W. Dew, Vice-Chairman

Edward W. Williamson

L. A. Hinson

David L. McPherson

James E. Hill, Jr., Attorney

Emogene W. Suggs, Clerk

The meeting was called to order by the Chairman and the invocation was given by The Reverend Wade Eason, Whiteville Church of God.

The following business was transacted:

The minutes of the November 21st meetings were approved as recorded upon motion by Commissioner Dew and seconded by Commissioner Hinson.

A motion was made by Commissioner Williamson, seconded by Commissioner McPherson and approved to increase the per diem of the Jury Commission Members from \$20.00 to \$35.00.

A motion was made by Commissioner Dew, seconded by Commissioner Williamson and passed to authorize the Chairman to sign the Agreement with the Department of Administration to increase the per diem cost for the maintenance of persons in local confinement facilities from \$8.00 to \$10.00 for male misdemeanants serving from 31 to 180 days. This authorization is subject to the review and approval of the County Attorney.

A motion was made by Commissioner Hinson, seconded by Commissioner McPherson and approved to increase the salaries of CETA employees working with the Employment Security Commission to \$3.04 per hour beginning with the December 12th payroll. This was granted upon the request of A. P. Worley who stated that State CETA workers were being paid much more than County CETA employees.

A motion was made by Commissioner Williamson, seconded by Commissioner McPherson and passed to approve the payment of bills submitted by C & C Painting Company for the two-week period ending December 2, 1977. Checks are to be made separate for labor and rent of the bucket-lift, both payable to C & C Painting Company.

A further motion was made that Paul Hughes be allowed to use county maintenance employees to help finish painting the outside of the Courthouse if this meets with the approval of C & C Painters.

Susan Wood, Chairman, Council on Status of Women, met with the Board and recommended the following changes of the Council Members due to resignation or inattendance:

Vacancy	Replacement
Ruth Meares	Ann T. Williamson
Belle McNeill	Dennie Meares
Annie Ruth Strickland	Alice S. Wright
William McNeill	Julie Stocks
Julie Stocks	Margie Rabon

Mrs. Stocks moved from one section of the County to the Lake Area.

A motion was made by Commissioner Hinson, seconded by Commissioner Dew and passed

to accept the recommendation of Mrs. Wood.

A motion was made by Commissioner Williamson, seconded by Commissioner Dew and passed instructing the Clerk to write a letter to the President of Southeastern Community College giving the endorsement of the Board to the resources and personnel of the College in their efforts to improve the higher education to disadvantaged persons in the area and support their efforts to secure financial assistance outside the State in developing programs to improve their learning experience.

The following tax release was made upon the recommendation of the Tax Supervisor:

Ordered: that the taxes listed to Thomas Rhodes, Sr. Heirs, Waccamaw Township, be cancelled for the years 1968 through 1977. This property has been picked up on the Late List but is owned by Troy Sigmon who has listed the property these same years.

A motion was made by Commissioner McPherson, seconded by Commissioner Williamson and approved to allow the Town of Fair Bluff to discharge digested dried wastewater sludge in the existing landfill site. Notice of this action is to be relayed to Moore-Gardner & Associates.

Allen Price and William Turner of Moore & Price, CPA, met with the Board to present a copy of the Annual Audit Report for 1976-1977 to the Board for their review. Mr. Price stated they would return to a later meeting for discussion and questions by the Board. Both the Tax Collector and the Finance officer were commended by the firm for doing a good job. The also expressed appreciation for the cooperation given them by all personnel they worked with.

A Contract was presented to the Board for consideration to employ Moore & Price, CPA, to audit county records for the fiscal year 1977-1978. A motion was made by Commissioner Williamson, seconded by Commissioner Hinson to accept the Contract as presented to the Board, subject to the approval of the Local Government Commission.

RESOLUTION APPROVING SHARED CD MANAGEMENT AGREEMENT

WHEREAS, Columbus County and the Towns of Chadbourn, Fair Bluff and Tabor City have each received Community Development Block Grants primarily for the purpose of housing rehabilitation and secondly, for public works improvements; and

WHEREAS, it is in the interest of each jurisdiction to provide for the expeditions and professional management and administration of their respective Community Development Programs; and

WHEREAS, it is in the interest of the Board of County Commissioners of Columbus County to cooperate with the other jurisdictions mentioned above to enter a Shared Management Agreement; and

WHEREAS, there is an existing Shared Community Development Management Agreement, executed and agreed to by the above jurisdictions in May 1977, which has been found to have insufficient detail and scope and is not reflective of the current needs of the Shared Community Development Management Program; and

WHEREAS, a subsequent Shared Community Development Management Agreement has been prepared by the Community Development Staff, has been recommended to the Board of County Commissioners by the Community Development Board, and is attached hereto;

COLUMBUS COUNTY
SHARED COMMUNITY DEVELOPMENT
MANAGEMENT AGREEMENT

SECTION I - Purpose of the Agreement - The purpose of this Agreement is to establish an Agency to plan, apply for, administer and monitor Community Development Block Grant Programs for Columbus County, North Carolina and for all municipal governments operating within the limits of the County. This Agreement is also designed to provide guidelines for the operation of the Agency and the Board which controls it, and to outline basic powers, responsibilities and limitations of the various parties involved in Agency operations.

SECTION II - Duration of the Agreement - This Agreement shall stay in effect indefinitely, as long as the Agency's services are in demand, until such time as this Agreement is terminated (see Section VIII).

SECTION III - Organization and Powers - The Columbus County Shared C.D. Management Office (hereinafter called "Agency") shall be controlled by a Board whose membership shall consist of the chief elected officials (or their designated representatives) from each participating jurisdiction. Each jurisdiction being served is entitled to one Board-member position, and shall have one vote in determining Board action and policies.

The CD Board shall elect from its membership a Chairman and a Vice-Chairman, and shall appoint a Secretary, who may be a member of the Agency staff. Board officers shall serve for terms of one year, and shall be re-elected or replaced at the first Board meeting held in October of each year.

Members of the CD Board shall be empowered to represent and act for their respective jurisdictional governing bodies in all matters pertaining to CD policy and administration, and in the area of additional Agency services as they occur. Board members may, at their individual discretion, refer policy decisions to their respective jurisdictional governing bodies for action and/or instruction.

The Agency shall be considered a "public authority" as defined in N.C.G.S. 159-7(b)(10), and a "joint agency" as defined in N.C.G.S. 160A-462. Initial membership in the Agency shall be based upon adoption of this Agreement and approval of same by resolution of each Governing

Board involved, which shall be so stated and spread upon their respective minutes. Any non-member jurisdiction meeting the requirements of Section I of this Agreement may join the Agency by approving this Agreement by resolution and by being admitted by a majority vote of the CD Board existing at that time.

Member jurisdictions, individually or collectively, may confer on the Agency any power, duty, right, or function necessary for the execution of any approved undertaking, except the following: legal title to all real property necessary to the undertaking shall be held by the participating jurisdictions individually, or jointly as tenants in common.

Generally, the Agency shall be empowered to exercise complete control in the planning, preparation, administration, management, monitoring and evaluation of Community Development Block Grants. Specific Program activities include, but are not limited to, administration, accounting and bookkeeping; planning and analysis; property rehabilitation, demolition, acquisition and disposition; relocation, citizen participation, and client counselling and referral.

SECTION IV - Personnel - The CD Board shall hire an Executive Director, who shall serve at the pleasure of the Board subject to any mutual agreement between the Board and the Director. The Director shall be responsible for the overall administration and supervision of all approved activities of the Agency, and for hiring employees to fill Board-approved staff positions. The Director shall keep the CD Board informed of all personnel actions taken by the Director; dismissals shall be subject to the approval of the Board. Generally, all personnel matters shall be controlled by the Agency Personnel Policies and Procedures Manual, as adopted

Additional personnel shall be hired by the Director following position approval by a majority vote of the CD Board.

In addition to regular staff personnel, the CD Board shall have the right to appoint such special advisors as they may deem suitable, and may elect to pay them just compensation in return for their advice and services. Specifically, the Board may appoint a Joint Financial Coordination Advisor, who shall be directed to work with the Agency staff in monitoring their financial procedures and records, and to generally represent the participating jurisdictions in their daily contact with the Agency staff.

SECTION V - Financing and Cost Allocation - All program costs of the Agency, direct and indirect, shall be paid from funds appropriated to the Agency by participating jurisdictions in a manner approved by N.C. General Statutes. The basic source for such funds shall be CDBG grant monies awarded to these jurisdictions; additional funds may be appropriated from other sources as the participating governing bodies may specifically authorize.

The CD Board shall appoint a Budget Officer and a Finance Officer for the Agency, who shall have the duties and responsibilities set forth in the N.C. Local Government Budget and Fiscal Control Act (NCGS 159 Art. 3). The Budget Officer shall prepare and submit an annual budget to the CD Board, and to each participating jurisdiction, for each fiscal year beginning immediately, and by each subsequent June 1. The Fiscal Year of the Agency shall begin on July 1.

Program costs will be directed to specific grants insofar as possible; indirect costs which cannot be tracked to one grant will be shared by Program participants on an equitable basis, as outlined in a Cost Allocation Plan which shall be prepared by the Agency staff, adopted by the CD Board, and approved by the appropriate USDHUD authorities.

SECTION VI - Real Property Ownership - As stated in Section III of this Agreement, the Agency shall hold no title to any real property. Any such property as may be specific to any one participating jurisdiction shall be held by that jurisdiction; any property in which more than one participating jurisdiction as an interest shall be held by all affected jurisdictions jointly as tenants in common.

SECTION VII - Amending the Agreement - This Agreement may be amended by a majority vote of the CD Board as then constituted, subject to subsequent approval by resolution of the governing bodies of those CD Board members voting affirmatively. Such amendments shall become effective following ratification as stated above, and may be made retroactive by the CD Board.

SECTION VIII - Terminating the Agreement - Any participating jurisdiction may withdraw from the Agency at any time by ratifying a resolution of withdrawal at any legally constituted meeting of their governing body. Notice of withdrawal shall be given thirty days in advance of the effective date.

Such withdrawal by all jurisdictions then participating shall constitute complete termination of this Agreement, and at such time the Agency shall cease to exist. Any furniture, equipment and supplies held by the Agency at the time of termination shall be distributed equitably, in kind or in cash value after liquidation, to those jurisdictions which participated in their purchase.

SECTION IX - Miscellaneous -

Additional Agency Services - The Agency may deliver services in areas other than CD (as outlined in Section III) if proposed by jurisdictions meeting the requirements of Section I, subject to the prior approval of a majority of the CD Board and the provision of adequate funding. Such services may include, but are not limited to: planning, surveys, analyses, grantsmanship, management assistance, and staff assistance in the areas of zoning, subdivision and site plan review, solid waste, water and wastewater treatment, and code enforcement.

Purchases - All Agency purchases shall be made in accordance with the appropriate federal guidelines and NC General Statutes. Subject to the above, the Agency will make every attempt to secure Program purchases from vendors within Columbus County and, specifically, within each participating municipality.

Office Site - The CD Board is empowered to lease, rent, or otherwise secure a location to house the Agency staff. Such location shall be chosen on the basis of utility, availability, cost and convenience.

Finance & Accounting - All financial records necessary to the Program such as payroll, rent, travel, and utilities records will be kept by Agency personnel. In addition, the Agency will keep detailed records on each grant, prepare checks and drawdowns for participating jurisdictions, and keep life-of-program records on each grant. Complete documentation of all grantee and other Agency funds and shared costs will be provided periodically to participating jurisdictions.

Supercession - This Agreement supercedes the Agreement dated 5/3/77 and signed by the Mayors of Chadbourn, Fair Bluff and Tabor City and the Chairman of the Columbus County Commission.

Separability - Should any Section or provision of this Agreement be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of this Agreement as a whole, or any part thereof other than the part so declared to be unconstitutional or invalid.

Effective Date - This Agreement shall take effect and be in force from and after the date on which the last participating jurisdiction (Chadbourn, Fair Bluff, Tabor City or Columbus County) approves it as set forth in Section III.

For CHADBOURN	<u>Leo Mercer</u> Mayor	<u>11-21-77</u> Date
For FAIR BLUFF	<u>J. B. McNeil</u> Mayor	<u>12-6-77</u> Date
For TABOR CITY	<u>Bob Sees Jr</u> Mayor	<u>11-21-77</u> Date
For COLUMBUS COUNTY	<u>Waldo Malone</u> Chairman	<u>Dec. 5-77</u> Date

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Columbus County that the attached Shared Community Development Management Agreement is hereby approved and shall supersede any and all previously approved Shared Community Development Management Agreements.

Motion was made by Commissioner Dew, seconded by Commissioner McPherson and passed unanimously, this the 5th day of December, 1977.

/s/ Emogene W. Suggs, Clerk /s/ Waldo Marlowe, Chairman

The Rehabilitation Packet was also approved upon motion by Commissioner Dew and seconded by Commissioner McPherson.

There was a lengthy discussion with the Engineer, Bob Lyons in regards to the roads included in the Community Development Project. Mr. Lyons explained that time is of the utmost importance in getting the Project started and in being financed for another year as funds must be spent or obligated as a major consideration in securing future grants. He requested a priority list of roads from the Board. The Board felt that securing a right-of-way for the roads included in the Project would automatically set a priority, otherwise they would prefer the Community Development Office to set the priorities. There are four roads under consideration for improvement. One road, SR#1906, in the Hallsboro Area is now under a State Project and can be added later. Mr. Lyons was instructed to prepare plans and specifications for the roads he felt that right-of-ways could be obtained for which are in the target areas of Bolton, Chadbourn, Boardman and Hallsboro and to do location surveys on all roads in the Project.

At 12:00 Noon the Chairman announced that it was time to reorganize for the next year and Attorney Hill was appointed as moderator until a chairman was appointed.

A motion was made by Commissioner McPherson, seconded by Commissioner Williamson that the present Chairman and Vice-Chirman continue to serve in their respective capacity.-- i.e. Waldo Marlowe as Chiarman and Junior W. Dew as Vice-Chairman.

A motion was made by Commissioner Hinson to appoint Junior W. Dew as Chairman and Edward W. Williamson as Vice-Chairman. This motion was not seconded and the Attorney stated that a second was not necessary.

A vote was taken to appoint Waldo Marlowe as Chairman and Junior W. Dew as Vice-Chairman and recorded as follows:

- Voting YES were Commissioners McPherson, Dew, Williamson and Marlowe
- Voting NO was Commissioner Hinson.

A vote was taken to appoint Junior W. Dew as Chairman and Edward W. Williamson as Vice-Chairman as recorded as follows:

- Voting YES was Commissioner Hinson
- Voting NO were Commissioners McPherson, Dew, Williamson and Marlowe.

The motion was carried to appoint Waldo Marlowe as Chairman and Junior W. Dew as Vice-Chairman for the year ending December 4, 1978.

Mr. Keith Oates, Department of Natural & Economic Resources, met with the Board to further discuss the Water Management & Mosquito Control Program. After a lengthy discussion a motion was made by Commissioner Hinson, seconded by Commissioner Williamson and passed to implement the Program as soon as possible to get ready to operate at the beginning of July, 1978.

A motion was made by Commissioner Williamson, seconded by Commissioner McPherson and passed to appoint Commissioner Hinson as the County Commissioner on the County Fire Commission. Further motion was passed to reappoint Willis Burroughs and Charles Moore for another term.

A request was presented to the Board by the Chairman from the Public Safety Commission asking for three additional patrolmen and that a part of the County Hall, now used by Social Services, be designated for use by the Public Safety Commission. A motion was made by Commissioner McPherson, seconded by Commissioner Williamson and passed to table the request at this time.

A motion was made by Commissioner McPherson, seconded by Commissioner Williamson and passed to give Letha Register \$50.00 from the Out-Door-Poor Fund.

James Leach, Cherry Grove Baptist Church, met with the Board and requested assistance in preparing and equipping a playground at the Cherry Grove Baptist Church, but on property belonging to Ernest Smith. The Board told Mr. Leach that they would refer the request to the Recreation Director, Dempsey Herring for consideration.

Upon motion the meeting adjourned until 9:00 a.m., Wednesday, December 7, 1977 to continue unfinished business.

Emogene W. Seegs
Clerk

APPROVED:

Waldo Melrose
Chairman