

The Honorable Columbus County Board of Commissioners met in their said office at 7:30 P.M., April 16, 1990, it being the third Monday.

**BOARD MEMBERS PRESENT:**

Giles E. (Buddy) Byrd, Chairman

Lynwood Norris, Vice Chairman

Junior Dew

Ed Worley

Samuel G. Koonce

James E. Hill, Jr.  
County Attorney

Ida L. Smith  
Clerk to the Board

**ABSENT:**

Roy L. Lowe  
County Administrator

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

**APPROVAL OF MINUTES**

A motion was made by Commissioner Norris, seconded by Commissioner Worley and passed unanimously to approve the minutes of the April 2, 1990 meeting as recorded.

**COUNTY BUILDINGS - REQUEST FOR RENOVATION OF COURTHOUSE ANNEX ROOM TABLED**

The Board reached a general concensus to table the request from the Administrator and Judge William C. Gore, Jr. to renovate the Courthouse Annex Room to be used as a courtroom as the Administrator was absent due to sickness to further discuss the need for the renovation.

**PARENTS IN ACTION PRESENTATION**

Mr. Alton Edwards, representing "Parents in Action", addressed the Board in reference to drugs and burglaries in the Delco area and requested assistance from the Board in providing an officer to work with the school programs. Further, they requested consideration of a satellite station being located in the Eastern portion of Columbus County due to he amount of time it takes to get a deputy sheriff in the area, when needed. They also suggested the Board proclaim a Drug Awareness Week in Columbus County.

Mr. Donald Boyd, also representing the group, explained the "Parents in Action" Program that the residents in Eastern Columbus County have organized.

A motion was made by Commissioner Worley, seconded by Commissioner Norris and passed unanimously to approve the employment of a Drug Officer to work with the Sheriff's Department and with the Dare Program/drug education within the schools.

Further, the Board instructed the Clerk to advise the Administrator to propose a week that would be suitable to proclaim in Columbus County as "Drug Awareness Week".

CONTRACT - HOME HEALTH

A motion was made by Commissioner Norris, seconded by Commissioner Koonce and passed unanimously to approve a Contract for the Columbus County Home Health Agency and Good Help Services, Incorporated, effective April 16, 1990, to provide professional services. Contract is as follows:

STATE OF NORTH CAROLINA

COLUMBUS COUNTY

CONTRACT

THIS CONTRACT, made and entered into this 16th day of April, 1990, by and between the County of Columbus, a body politic, created under the laws of the State of North Carolina, sometimes hereinafter referred to as the "county", and the Columbus County Board of Health, a subsidiary of Columbus County, created under the General Statutes of North Carolina, sometimes hereinafter referred to as "department" and Good Help Services, a North Carolina corporation duly organized in the incorporated by virtue of the laws of the State of North Carolina, with its principle office and place of business at Raleigh, North Carolina, sometimes hereinafter referred to as the "Provider";

WITNESSETH:

THAT WHEREAS, the North Carolina General Statutes expressly allows Columbus County to appropriate funds for the purpose of facilitating health services within the said county; and

WHEREAS, Columbus County Health Department has agreed to contract with Good Help Services, Inc., to provide professional services subject to provisions and clauses contained herein and subject to the rules and regulations of the Columbus County Health Department, for the purpose of establishing continued professional health services within the county;

NOW, THEREFORE, in consideration of the premises set forth herein and in further consideration of the terms and conditions set forth herein, the parties hereto covenant and agree as follows:

1. The Provider agrees to perform the following services:
  - a. The provider shall provide nursing services; therapy services; and social work services to the Columbus County Health Department in the areas of home health/home care programs.
  - b. The Provider agrees to provide services on a part-time basis with the provider being paid for the specific number of visits/ and or hours referred to the Provider by the Columbus County Health Department.
  - c. The provider agrees to provide services to all patients of the Columbus County Health Department upon request through proper channels. The Columbus County Health Department alone has the responsibility of accepting patients for care.

- d. The Provider agrees to perform all duties and responsibilities within the parameters as defined by North Carolina Nursing and Therapy Practice Acts, the Conditions of Participation of the Federal Health Insurance Program for the Aged and Disabled (Title XVIII, Social Security Act, Section 961 of other appropriate statutes) and the Regulation relating to the Conditions Participation for Home Health Agencies (Part 405, Section 1201-1243 of other pertinent and appropriate statutes).
- e. The Provider agrees to provide professional service to patients in response to a request from the Columbus County Health Department and in accordance with the plans established in consultation with the patient's physician or any other appropriate physician licensed to practice medicine in the State of North Carolina. Services provided are to be within the scope set forth in the plan and may not be altered except in case of adverse reaction. The Provider is responsible for coordinating service with the proper Health Department personnel on a continuing basis. Any alterations in the plan of treatment will be between the nurse/therapist and the referring physician with proper communications with any other department personnel involved in the care of the patient. Any such modification of the plan will be signed by the referring physician.
- f. The Provider agrees to become familiar with the Columbus County Health Department policies, objectives and procedures and will abide by those said policies, objectives and procedures.
- g. The Provider or its designate agrees to attend all pertinent staff conferences for the purpose of reviewing and planning patient care, scheduling visits and any other appropriate purposes.
- h. The Provider or its designate shall maintain a daily activity record on forms approved by and provided by the Columbus County Health Department and submit these forms to the Department on a weekly basis.
- i. The Provider agrees to accept as full, complete and total payment for the services rendered pursuant to this agreement as follows:
1. The sum of thirty-three dollars (\$33.00) per nursing (R.N.) visit.
  2. The sum of twenty-four dollars (\$24.00) per nursing (LPN) visit. The sum of twenty-six Dollars (\$26.00) per nursing (LPN) visit for emergency visits made after 5:00 p.m. during week or visits made on weekend.
  3. The sum of twenty-six dollars (\$26.00) per physical

thereapy assistant (LPTA) visit.

4. The sum of twenty-five dollars (\$25.00) per hour for medical social services time.

The Provider will provide all fringe benefits due to its employees as stated by its personnel policy. The Department shall not be liable for any fringe benefits or other employee benefits due to the employees Provider.

- j. The Provider is an independent contractor within the meaning and definition of the case laws and/or statutory laws of the State of North Carolina. No employee of the Provider is to be considered as an employee, associate, or agent of Columbus County or the Columbus County Board of Health.

- k. The Provider shall maintain its own professional liability insurance coverage in the sum not less than one million dollars (\$1,000,000.), and shall hold Columbus County and the Columbus County Board of Health and the Columbus County Health Department harmless from any claim which may arise as a result of the sole negligence or malpractice of an employee of the Provider in providing services to any person recommended by the said Columbus County Health Department.

- l. The Provider shall bill by proper invoice the Columbus County Board of Health at the end of each calendar month for the services rendered during the preceding month which the Columbus County Board of Health shall pay within thirty (30) days from date of receipt. The Provider will not bill or accept payments from any patient or any third-party payor for the services covered by this agreement.

- m. The Provider agrees to furnish information and documentation on services provided under the terms of this contract pursuant to the federal directive which reads as follows:

"until the expiration of four years after the furnishing of such services pursuant ot such contract the subcontractor shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representative, the contract, and records of such subcontractor that are necessary to certify the nature and extent of such costs."

- n. The Provider shall furnish to the Deparmtent a list of the following which shall be current for all personnel assigned by the Provider to the Department as regulated by the Conditions of Participation for home health agencies: (1) CPR certification, (2) evidence of current professional license number renewal, (3) evidence of current malpractice insurance, (4)

automobile insurance (50,000/300,000/100,000, (5) annual health physical form, and (6) TB Skin test results. If any new personnel is assigned to the Department during any part of the year, then the Provider shall furnish the Department with all of the above for each person so assigned even as a fill-in or part-time person.

2. The Columbus County Health Department agrees and contracts and is bound to the following:

- a. To provide payment for services provided under the terms of this agreement, excluding any other cost, and said payment shall be made within thirty (30) days of receipt of invoice from the Provider.
- b. The Provider will be paid the total of three reimbursable nursing visits to take call for each weekend. When taking call during the week Provider will be reimbursed for two reimbursable nursing visits plus any reimbursable visits made. To take call on any legal holiday for the Department the Provider will be paid two reimbursement nursing visits. The Provider will be paid the total of one reimbursable nursing visit for a 2 hour staff meeting.
- c. The Provider will be paid the total of three reimbursable nursing visits to complete an admission visit to the program.
- d. Any visit made by the Provider's employee must be submitted for payment to the agency within 2 working days of next month or payment will be denied.
- e. Non-covered visits must have prior approval from the home health nurse supervisor and co-signed by the director.
- f. Initial assessment visit made but not admitted to the program will be reimbursed at standard rate.

3. The Department agrees to evaluate the performance of the Provider and to ensure compliance with the terms of this agreement in accordance with this agreement.

4. The Department shall make available all records and information relevant to the patient for the purposes of services being provided. The Provider must maintain these records in accordance with the policies of the Department. Initial and periodic evaluations, plan of care, progress reports, records of treatment rendered and other notes shall be incorporated in the patient's medical record within seven (7) days of the date of the services. All telephone and verbal orders must be written on the date of the order and given to the Columbus County Health Department or its designate for review and mailing to the physician. The Columbus County Health Department shall make available to the referring physician an initial evaluation, discharge summary and progress reports regarding the patient's condition.

This contractual agreement may be terminated by Columbus County Health Department by giving thirty (30) days written notice to the opposing party. Columbus County Board of Health is P. O. Box 810, Whiteville, North Carolina 28472. The address of Good Help Services, Inc. is 1009 Dresser Court, Raleigh, North Carolina 27609. This agreement may not be terminated by Good Help Services, Inc. except for thirty (30) days after non-payment of funds except upon giving three (3) months written prior notice of its intention to terminate said agreement.

This agreement may be reviewed at any time but must be reviewed at least annually by both the Board of Health and the Board of Directors of Good Help Services, Inc. After the review by the respective boards, the designates of each Board shall meet and discuss the compliance with this agreement.

This agreement may not be amended except by written consent of both parties hereto, signed by both parties, and all attachments must be attached to this agreement.

IN WITNESS WHEREOF, the County of Columbus and the Board of Health of Columbus County have caused this contract to be executed in its name, signed by its respective Chairpersons of the Board of Commissioners and Board of Health, attested by their respective clerks and the County of Columbus' seal affixed thereto, all by authority of the Board of County Commissioners duly given and by the Board of Health duly given, and the said SANDI H. MASSEY, GOOD HELP SERVICES, INC. has set their hand and seal as of the day and year first written above.

ATTESTED BY:

/s/ Roy L. Lowe  
Asst. Clerk to the Board

COLUMBUS COUNTY

/s/ Giles E. Byrd, Jr.  
Chairman

ATTESTED BY:

/s/ Marian W. Duncan  
Clerk to the Board of Health

COLUMBUS COUNTY BOARD OF HEALTH

/s/ W. C. Burns, D.V.M.  
Chairman

ATTESTED BY:

/s/ Sandi H. Massey  
Secretary

GOOD HELP SERVICES, INC.

Gary R. Massey  
President

All signatures properly notarized and certified.

CONTRACT - DEPT. OF AGING

A motion was made by Commissioner Dew, seconded by Commissioner Worley and passed unanimously to approve a Contract for the Columbus County Department of Aging and Good Help Services, Incorporated, to provide professional services. Contract is as follows:

STATE OF NORTH CAROLINA

COLUMBUS COUNTY

THIS CONTRACT, made and entered into this 16th day of April, 1990, by and between the County of Columbus, a body politic, created under the laws of the State of North Carolina, sometimes hereinafter referred to as the "County", and the Columbus County Department of Aging, a subsidiary of Columbus County, created under the General Statutes of North Carolina, sometimes hereinafter referred to as the "Department", and Good Help Services, a North Carolina corporation, duly organized in the incorporated by virtue of the laws of the State of North Carolina, with its principal offices and places of business at Raleigh, North Carolina, sometimes hereinafter referred to as the "Provider".

W I T N E S S E T H:

THAT WHEREAS, the North Carolina General Statutes expressly allows Columbus County to appropriate funds for the purpose of facilitating health services within the said county; and

WHEREAS, Columbus County Department of Aging has agreed to contract with Good Help Services, Inc., to provide professional services subject to provisions and clauses contained herein and subject to the rules and regulations of the Columbus County Department of Aging, for the purpose of establishing continued professional health services within the county;

NOW THEREFORE, in consideration of the premises set forth herein and in further consideration of the terms and conditions set forth herein, the parties hereto covenant and agree as follows:

1. The Provider agrees to perform the following services:
  - a. The Provider shall provide nursing services to the Columbus County Department of Aging in the areas of home health/home care programs.
  - b. The Provider agrees to provide services on a part-time basis with the Provider being paid for the specific number of visits referred to the Provider by the Columbus County Department of Aging.
  - c. The Provider agrees to provide services to Personal Care Patients and Selected C A P Patients of the Columbus County Department of Aging upon request through proper channels. The Columbus County Department of Aging alone has the responsibility of accepting patients for care.
  - d. The Provider agrees to perform all duties and responsibilities within the parameters as defined by North Carolina Nursing Practice Act, the Conditions of Participation of the Federal Health Insurance Program for the Aged and Disabled (Title XVIII, Social Security Act, Section 1961 or other appropriate statutes) and the Regulations relating

to the Conditions of Participation for Home Health Agencies (Part 405, Section 1201-1243 or other pertinent and appropriate statutes).

- e. The Provider agrees to provide nursing services to patients in response to a request from the Columbus County Department of Aging and in accordance with the plans established in consultation with the patient's physician or any other appropriate physician licensed to practice medicine in the State of North Carolina. Services provided are to be within the scope set forth in the plan and may not be altered except in case of adverse reaction. The Provider is responsible for coordinating service with the proper Department of Aging personnel on a continuing basis. Any alterations in the plan of treatment will be between the nurse and the referring physician with the proper communication and coordination with other Department personnel involved in the care of the patient. Any such modification of the plan will be signed by the referring physician.
- f. The Provider agrees to become familiar with the Columbus County Department of Aging policies, objectives and procedures and will abide by those said policies, objectives and procedures.
- g. The Provider or its designate agrees to attend to all pertinent staff conferences for the purpose of reviewing and planning patient care, scheduling visits and any other appropriate purposes.
- h. The Provider or its designate shall maintain a daily activity record on forms approved by and provided by the Columbus County Department of Aging and submit these forms to the Department on a weekly basis.
- i. The Provider agrees to accept as full, complete and total payment for the services rendered pursuant to this agreement the sum of Thirty-Three Dollars (\$33.00) per nursing visit. The Provider will provide all fringe benefits due its employees as stated by its personnel policy. The Department shall not be held liable for any fringe benefits or other employee benefits due the employee Provider.
- j. The Provider is an independent contractor within the meaning and definition of the case laws and/or statutory laws of the State of North Carolina. No employee of the Provider is to be considered as an employee, associate,



or agent of Columbus County or the Columbus County Department of Aging.

k. The Provider shall maintain its own professional liability insurance coverage in the sum not less than one million dollars (\$1,000,000.), and shall hold Columbus County and the Columbus County Department of Aging harmless from any claim which may arise as a result of any professional liability action, claim or demand from services rendered by the Provider to any person recommended by the said Columbus County Department of Aging.

l. The Provider shall bill by proper invoice the Columbus County Department of Aging at the end of each calendar month for the services rendered during the month which the Columbus County Department of Aging shall pay within thirty (30) days from date of receipt. The Provider will not bill or accept payments from any patient or any third-party payor for the services covered by this agreement.

m. The Provider agrees to furnish information and documentation on services provided under the terms of this contract pursuant to the federal directive which reads as follows:

"until the expiration of four years after the furnishing of such services pursuant to such contract the subcontractor shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representative, the contract, and records of such subcontractor that are necessary to certify the nature and extent of such cost."

n. The Provider shall furnish to the department a list of the following which shall be current for all personnel assigned by the Provider to the Department as regulated by the Conditions of Participation for home health agencies: (1) CPR certification, (2) evidence of current professional license, (3) professional license number and renewal, (4) evidence of current malpractice insurance, (5) automobile insurance (50,000/300,000/100,000), (6), annual health physical form, and (7) TB skin tests results. If any new personnel is assigned to the Department during any part of a year, then the Provider shall furnish the Department with all of the above for each person so assigned even as a fill-in or part-time person.

2. The Columbus County Department of Aging agrees and contracts and is bound to the following:

- a. To provide payment for services provided for under the terms of this agreement at a rate of Thirty-Three Dollars (\$33.00) per nursing visit, excluding any other cost, and said payment shall be made within thirty (30) days of receipt of invoice from the Provider or as soon as the Columbus County Department of Aging is reimbursed.
  - b. Any visit made by the Provider's employee must be submitted for payment to the agency during the month of service or payment will be denied.
  - c. Initial assessment visit made but not submitted to the program will be paid.
  - d. P C S - Supervisory Visit (1 per 60 days). C A P - initial reassessment visit will pay (only 1 per year).
  - e. Payment for non-covered visits and non-reimbursable services will be denied by the Columbus County Department of Aging.
3. The Department agrees to evaluate the performance of the Provider and to ensure compliance with the terms of this agreement in accordance with this agreement.
  4. The Department shall make available all records and information relevant to the patient for the purpose of services being provided. The Provider must maintain these records in accordance with the policies of the department. Initial and periodic evaluations, plans of care, progress reports, records of treatment rendered and other notes shall be incorporated in the patient's medical record within seven (7) days of the date of service. All telephone and verbal orders must be written on the date of the order and given to the Columbus County Department of Aging or its designate for review and mailing to the physician. The Columbus County Department of Aging shall make available to the referring physician an initial evaluation, reassessment and changes as needed.

This contractual agreement may be terminated by Columbus County Department of Aging by giving of thirty (30) days written notice to the opposing party. Columbus County Department of Aging, P. O. Box 1187, Whiteville, North Carolina 28472. The address of Good Help Services, Inc., is 1009 Dresser Court, Raleigh, North Carolina 27609. This agreement may not be terminated by Good Help Services, Inc. except for thirty (30) days after non-payment of funds except upon giving three (3) months written prior notice of its intention to terminate said agreement.

This agreement may be reviewed at any time, but must be reviewed at least annually by both the Department of Aging and the Board of Directors of

Good Help Services, Inc. After review by the respective Boards, the designates of each Board shall meet and discuss the compliance with this agreement.

This agreement may not be amended except by written consent of both parties hereto, signed by both parties, and all attachments must be attached to this agreement.

IN WITNESS WHEREOF, the County of Columbus and the Department of Aging have caused this contract to be executed in its name, signed by its respective Chairpersons of the Board of Commissioners and Columbus County Department of Aging, attested by their respective clerks and the County of Columbus' seal affixed thereto, all by authority of the Board of County Commissioners duly given and by the Department of Aging duly given, and the said SANDI H. MASSEY, GOOD HELP SERVICES, INC. has set their hand and seal as of the day and year first above written.

ATTESTED BY:

COLUMBUS COUNTY

/s/ Ida Smith, Clerk to the Board

/s/ Giles E. Byrd, Chairman

ATTESTED BY:

COLUMBUS COUNTY DEPARTMENT OF AGING

/s/ Roy Lowe, County Administrator

/s/ J. Wade Fowler, Director

ATTESTED BY:

GOOD HELP SERVICES, INC.

/s/ Sandi H. Massey, Secretary

/s/ Gary R. Massey, President

All signatures properly notarized and certified.

FIRE & RESCUE DEPTS. - N. WHITEVILLE APPROVAL OF RADIO

Mr. Howard Stanley, Emergency Management Coordinator, presented a request for a radio to be installed on a Pumper Tanker from the North Whiteville Volunteer Fire Department and presented bids as follows:

Communication Specialists, Inc. 3330 Wrightsville Beach Wilmington, NC 28403	\$655.45, excluding tax
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Broadcast and Communication Company P.O. Box 454 Lumberton, NC 28358	\$625.00, excluding tax
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A motion was made by Commissioner Worley, seconded by Commissioner Dew and passed unanimously to award the bid to Broadcast and Communication Company in the amount of \$625.00 to be appropriated from Non-Departmental - Contingencies (10-660-9999) to be expended in Special Appropriations - Radio for North Whiteville Fire Department (10-690-9501).

LOWER CAPE FEAR WATER & SEWER TABLED

A motion was made by Commissioner Koonce, seconded by Commissioner Norris and passed unanimously to table the request for additional funding for the Interbasin litigation until the Administrator is present.

TAX RELEASES

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

Dr. Thomas Marshburn; X-6-18A double listed on account #15-26145, same name, and taxes prepaid on 5-24-84 on receipt 38570 (year 1984), also (year 1987) billed with 25.96 acres, map X-6-18A instead of 12.5 (12.6 acres located in Brunswick County). Amount \$193.26, valuation \$20,670, years 1984, 1987, account #15-26150.

J.B. Peshoff; dump truck was listed in Bladen County. Amount \$85.14, valuation \$9,000, years 1982, 1983, account #15-29425.

Prince Nursery, Incorporated; motor vehicles and farming equipment (except 1987 Buick) double listed on business listing and abstract. Amount \$97.72, valuation \$14,370, year 1989, account #06-29740.

Jesse Williams; does not own M-12-49; included in M-12-50 and listed to Wilbur Smith on account #03-23000. Amount \$171.24, valuation \$20,800, years 1981-89, account #03-29520.

Ralph C. Hill; unidentified property does not exist. Included in Shae Fowler's real estate. Amount \$139.36, valuation \$16,450, years 1980-89, account #03-11240.

McCullagh Leasing, Incorporated; leasehold on map J-14-7, Rivenbark (bankruptcy 80-81). Property and equipment sold to H.B. Buffkin, Jr. since 1981. Amount \$951.25, valuation \$112,250, years 1981-89, account #07-11760.

Leon & Esther McKeithan; J-9-41D double listed as J-9-41B as 62/100 acre #03-15795. Leon and Esther H. McKeithan. Amount \$42.48, valuation \$5,205, years 1986-89, account #03-15827.

Bobby Shirden; double wide mobile home and garage listed to John & Shirley Shirden on account #13-36340. Bobby Shirden owns lot only G-4-23. Amount \$177.75, valuation \$23,700, year 1989, account #13-36320.

Herbert Jonathan Baldwin; vehicles listed in Bladen County where he resides. Amount \$351.84, valuation \$17,120, years 1988-89, account #17-00758.

Johnnie Bee Campbell; 1987 Nissan double listed on #01-1218, Johnnie B. Campbell. Amount \$180.56, valuation \$10,770, year 1989, account #17-05750.

Hilda Ray Duncan; motor vehicle (1986 Chevrolet) double listed to Willard Duncan #06-08197 Late List. A refund for portion of taxes paid through error. Amount \$148.32, valuation \$4,530, year 1988, account #17-09506.

Willard Duncan; motor vehicle (1986 Chevrolet) listed on #06-08197 Late List. Amount \$153.11, valuation \$7,100, year 1989, account #17-09600. Amount \$153.11, valuation \$7,100, year 1989, account #17-09600.

Sarah Soles Faircloth; 1979 Mercury not in running condition. Amount \$109.13, valuation \$1,220, year 1989, account #17-10741.

James Frank Grate; 1978 Concord junked, 1975 Chevrolet Van double listed #06-16642, Linda Faye Grate Dewitt. Amount \$111.37, valuation \$1,520, year 1989, account #17-15735.

Albert Lacy Hayes; vehicle lot licensed on 1-1-89. Not in running condition. Amount \$111.22, valuation \$1,500, year 1989, account #17-14704.

Ronald Devon Jacobs; lives in Bladen County. Amount \$117.13, valuation \$2,290, year 1989, account #17-15134.

Barbara Selna Lennon; vehicle double listed to Barbara Lennon Graham, account #13-15835. Amount \$107.85, valuation \$1,050, year 1989, account #17-22453.

Randolph Roosevelt McAllister; vehicles double-listed to Randolph McAllister #03-15560. Amount \$163.16, valuation \$6,310, year 1988, account #17-24082.

Rose Nell McAllister; vehicle double listed to Randolph & Rose McAllister #03-15540. Amount \$154.56, valuation \$5,450, year 1988, account #17-24085.

Esther Soles McKeithan; vehicle should have been listed on late list. Amount \$100.00, valuation \$2,910, year 1989, account #17-24531.

Ira Leon McKeithan; vehicle should have been listed on late list. Amount \$100.00, valuation \$850, year 1989, account #17-24658.

Lisa Williamson McKeithan; lived in Shallotte, NC through November, 1988. Amount \$145.14, valuation \$4,510, year 1989, account #17-24667.

Hilton Lee McKoy; vehicle double listed to Hilton McCoy #14-09575. Amount \$104.11, valuation \$550, year 1989, account #17-24752.

Jessie Lee Miller; resides in Brunswick County. Amount \$141.94, valuation \$4,340, years 1986, 1988, account #17-26160.

Ruth Crome Mobley; penalty was already imposed on William Mobley #17-26475. Amount \$100.00, valuation \$1,120, year 1989, account #17-26471.

Lian Yang Ruan; should have been listed on late list. Amount \$100.00, valuation \$5,280, year 1989, account #17-31931.

Esther Mitchell Russ; should have been listed on late list. Amount \$100.00, valuation \$10.50, year 1989, account #17-31941.

Joe Scott, Jr.; motorcycle junked prior to 1-1-88. Amount \$107.71, valuation \$770, year 1988, account #17-32327.

Larry Wayne Shephard; vehicle (1978 Plymouth) not in his possession on 1-1-89. Amount \$106.36, valuation \$850, year 1989, account #17-32782.

James Arthur Shipman, III; vehicle sold on 1-1-89. Amount \$106.14, valuation \$820, year 1989, account #17-32979.

Gwendolyn Elliott Smith; 1978 Pontiac not in running condition. Insurance cancelled 9-1-87. Amount \$114.11, valuation \$1,410, year 1989, account #17-33963.

Joe Junior Thomas; 1976 Pontiac sold for junk May, 1986. Amount \$120.95, valuation \$2,160, years 1987-88, account #17-37205.

Wanda Sue Thompson; acquired 1978 Chevrolet on 5-29-89. Amount \$113.11, valuation \$1,310, year 1988, account #17-37573.

Larry Dale Troupe; double listed to Larry Dale Troupe on regular list #16-16060. Amount \$102.99, valuation \$400, year 1989, account #17-37971.

Alice Edmund Ward; double listed to Earl Carlton Ward #03-26400. Amount \$225.21, valuation \$16,740, year 1989, account #17-38606.

Monica Faye Ward; vehicle (1977 Chevrolet) listed in Robeson County where she lives. Amount \$106.11, valuation \$610, year 1988, account #17-39390.

James Mark Woerner; resides in Brunswick County. Amount \$146.30, valuation \$6,190, year 1989, account #17-41736.

Ordered: that a tax refund be issued to Hilda Ray Duncan, 411 Seale Street, Tabor City, NC 28463, in the amount of \$40.00, for year 1988. Motor vehicle (1986) double listed to Willard Duncan #17-09600. Paid portion of taxes on 6-16-89 through error (releasing unpaid balance). Valuation \$7,800, account #17-09506.

Ordered: that a tax refund be issued to John Kenneth Byrd, Route 6, Box 144, Whiteville, NC 28472, in the amount of \$111.89, for year 1989. Vehicle (1979 Luv truck) double listed to John K. & Veda Byrd on #01-11600. Taxes paid 4-10-90 on both accounts. Valuation \$980, account #17-05578.

#### EXECUTIVE SESSION

At 8:20 P.M., a motion was made by Commissioner Dew, seconded by Commissioner Norris and passed unanimously to adjourn into executive session to discuss an attorney/client matter.

#### RESUME REGULAR SESSION

At 9:45 P.M., a motion was made by Commissioner Koonce, seconded by Commissioner Norris and passed unanimously to adjourn executive session and resume regular session.

No action was taken.

#### MEETING RECESSED

Immediately, thereafter, a motion was made by Commissioner Koonce, seconded by Commissioner Worley and passed unanimously to recess the meeting until 8:00 A.M., April 26, 1990.

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