

The Honorable Columbus County Board of Commissioners met in their said office at 7:30 P.M., August 20, 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., Attorney

Roy L. Lowe, County Administrator

Ida L. Smith, Clerk to the Board

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 Koonce and passed unanimously to approve the minutes of August 1, and August 2, 1990 Board meetings, as recorded.

COUNTY EMPLOYEE - SPECIAL RECOGNITION TO SUSAN MCWHORTER

The Chairman presented a "plaque of appreciation" to Susan McWhorter as follows:

IN APPRECIATION OF
SUSAN B. MCWHORTER
FOR HER LOYAL AND DEDICATED SERVICE
AS THE W.I.C. DIRECTOR
FOR THE WOMEN, INFANT & CHILDREN PROGRAM
OF THE COLUMBUS COUNTY HEALTH DEPARTMENT
SEPTEMBER 4, 1979 - JULY 31, 1990

COLUMBUS COUNTY BOARD OF COMMISSIONERS
BUDDY BYRD, CHAIRMAN
LYNWOOD NORRIS, VICE CHAIRMAN
JUNIOR DEW
ED WORLEY
SAMUEL G. KOONCE

RESOLUTION - MEMORY OF ROBERT L. KING

A Resolution in memory of Robert L. King was presented to his wife, Janis Piggott King, and was read aloud by James E. Hill, Jr., the County Attorney.

RESOLUTION TO THE MEMORY OF ROBERT L. KING

THE BOARD OF COUNTY COMMISSIONERS, at their normal meeting on the 21st day of May, 1990, unanimously adopted the foregoing resolution:

WHEREAS, Robert L. King, was born in the Western Prong Community of Columbus County, North Carolina, the son of Minnie B. Brown King and Malcolm M. "Buck" King; and

WHEREAS, Robert L. King attended the schools of Brunswick County, North Carolina, graduating from Shallotte High School; he thereafter attended the Citadel at Charleston, South Carolina and later transferred to Elon College for his bachelor's degree in biology, followed by his master's degree in biology at Appalachian State University; and

WHEREAS, Robert L. King began teaching at the College of the Albemarle in Elizabeth City, North Carolina, and was later contacted by Jesse Fisher and Henry Wyche representing Southeastern Community College; and

WHEREAS, Robert L. King was a member of the first faculty of Southeastern Community College when it opened its doors in Columbus County in 1961; and

WHEREAS, Robert L. King continuously remained a faculty member at Southeastern Community College from 1961 until 1989, and has distinguished himself among his colleagues, achieving the rank of Chairman of the Mathematics, Applied Health and P.E., Natural and Social Sciences Division; and

WHEREAS, Robert King taught, counselled with, and educated many nurses, physicians, pharmacists, engineers and other professional individuals throughout his professorship at Southeastern Community College; and

WHEREAS, Robert L. King did extensive study into oyster research and had a great appreciation of wetland and marshland environmental damages due to over development; and

WHEREAS, the pride of Robert L. King's life was Janis Piggott King, his beloved wife and life time companion and their three children, Robert L. King, Gina Dawn King Deans, and John Malcolm King; and

WHEREAS, Robert L. King distinguished himself through tireless service to his community, and not only at Southeastern Community College, but also to the Christ the King Lutheran Church of Whiteville, the American Red Cross, and Columbus County by a long and distinguished service on the Columbus County Board of Health through some of its most trying and difficult times as a steadfast and guiding light; and

WHEREAS, Robert L. King always exhibited superior talent and good judgement and a deep understanding of and appreciation for the feelings of his fellow man;

BE IT THEREFORE RESOLVED by the Board of County Commissioners of Columbus County, North Carolina, that they do hereby adopt in the permanent minutes of the Board of County Commissioners of Columbus County this Resolution declaring that Columbus County, North Carolina, is a far better place for having Robert L. King as a guiding light, a symbol to the youth, and a citizen giving tirelessly and unselfishly of his time to mankind; and

BE IT THEREFORE RESOLVED that the Board of County Commissioners do hereby publicly thank his family; Janis, Mrs. Minnie, Robin, Gina and John for allowing their husband, son and father to serve his fellow citizens of Columbus County and to permanently implant his ideals upon the youth of this county; and

IT IS THEREFORE ORDERED that a copy of this foregoing Resolution be permanently placed in the minutes of the Board of County Commissioners of Columbus County and the original of the same, with appropriate ceremonies, be given to his family.

COLUMBUS COUNTY BOARD OF
COMMISSIONERS

ATTESTED BY:

/s/ Ida L. Smith, Clerk
/s/ Roy L. Lowe, County Administrator
/s/ James E. Hill, Jr., County Attorney

/s/ Giles E. Byrd, Chairman
/s/ Lynwood Norris, Vice Chairman
/s/ Samuel G. Koonce, Commissioner
/s/ Junior Dew, Commissioner
/s/ Ed Worley, Commissioner

COLUMBUS COUNTY COURTHOUSE ANNEX - LETTER OF APPRECIATION

Judge William Gore, presented the Board with a "letter of appreciation" from Fred C. Meekins, Jr., President of the Columbus County Bar Association, expressing their gratitude for the renovation of the courthouse annex to provide a third courtroom facility for the use by the people of Columbus County.

PUBLIC HEARING - WSDA APPLICATION FOR CDBG FUNDS

A motion was made by Commissioner Norris, seconded by Commissioner Koonce and passed unanimously to call the public hearing to order.

The Chairman stated that the purpose of the hearing was to obtain citizen comments and input on the Community Development Block Grant application for CDBG funds in the amount of \$60,000 for the development of the Waccamaw Siouan Development Association Aquamarine Demonstration Project.

The Chairman advised anyone in attendance that wished to speak to be recognized and state their name.

There were no comments from anyone in attendance.

There being no comments, Chairman Byrd declared the public hearing closed.

COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION APPROVED FOR WSDA

A motion was made by Commissioner Dew, seconded by Commissioner Worley and passed unanimously to permit Skip Green and Associates, Raleigh, North Carolina to prepare the application for the Community Development Block Grant for funding in the amount of \$60,000 for the Waccamaw Siouan Aquaculture Project.

CONTRACT - HEALTH DEPT./AGING DEPT. WITH HOME CARE PLUS

A motion was made by Commissioner Norris, seconded by Commissioner Koonce and passed unanimously to approve contracts for the Columbus County Health Department and the Columbus County Department of Aging with "Home Care Plus" to provide home health/home care programs.

Contracts are as follows:

STATE OF NORTH CAROLINA

COLUMBUS COUNTY

C O N T R A C T

THIS CONTRACT, made and entered into this 15th day of September, 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 the

"Department" and Home Care Plus, P.A., a North Carolina corporation duly organized in the incorporated by virtue of the laws of the State of North Carolina, with its principal office and place of business at Whiteville, North Carolina, sometimes hereinafter referred to as the "Provider";

W I T N E S S E T H :

THAT WHEREAS, the North Carolina 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 Home Care Plus, P.A., 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 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 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 professional services 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. 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 and the referring physician with 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 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 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 therapy 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 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 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.

1. The Provider shall bill by proper invoice the Columbus County Board of Health on the 20th day of each calendar month for the services rendered during the preceding month which the Columbus County Board of Health shall pay within fifteen (15) 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 costs."
 - 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 Health Department agrees and contracts and is bound to the following:
 - a. To provide payment for services provided for under the terms of this agreement, excluding any other cost, and said payment shall be made within fifteen (15) days of receipt of invoice from the Provider.
 - b. The Provider will be paid the total of three reimbursable visits to take call for each weekend. When taking call during the week the Provider will be reimbursed for two reimbursable visits plus any reimbursable visits made. To take call on any legal holiday for the Department the Provider will be paid two reimbursable visits. The Provider will be paid the total of one reimbursable

- nursing visit for a two 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 during the month of service 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.
 - g. Discharge planning will be reimbursed one visit/one hour in Columbus County Hospital.
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, 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 of 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 Home Care Plus, P.A. is P. O. Box 512, Whiteville, North Carolina 28472. This agreement may not be terminated by Home Care Plus, P.A. 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 Home Care Plus, P.A. 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 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 BARBARA R. SELLERS, SHERILYN M. MEARES, AND TERESA D. SIMMONS, HOME CARE PLUS, P.A. has set their hand and seal as of the day and year first written above.

COLUMBUS COUNTY

/s/ Giles E. Byrd, Chairman

ATTESTED BY:

/s/ Roy Lowe, Ass't Clerk to the Board

COLUMBUS COUNTY BOARD OF HEALTH

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

ATTESTED BY:

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

HOME CARE PLUS, P.A.

/s/ Barbara R. Sellers
President

ATTESTED BY:

/s/ Sharilyn M. Meares

NOTE: Contract properly executed, notarized and certified.

STATE OF NORTH CAROLINA

COLUMBUS COUNTY

THIS CONTRACT, made and entered into this 15th day of September, 1990, by and between the County of Columbus, a body of politics, 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 Home Care Plus, P.A., a North Carolina Corporation duly organized in and incorporated by virtue of the laws of the State of North Carolina, with its principal offices and place of business at Whiteville, 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 Home Care Plus, P.A. 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 and 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 Carolian 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 the 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 of 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 or 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 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 admitted to the program will paid.
 - d. P C S - Supervisory Visit (1 per 60 days). C A P - initial and 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 thirty (30) days written notice to the opposing party. Columbus County Department of Aging is P. O. Box 1187, Whiteville, N.C. 28472. The address of Home Care Plus, P.A., is P. O. Box 512, Whiteivle, N.C. 28472.

This agreement may not be terminated by Home Care Plus, P. A., 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 agreemeent 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 Home Care Plus, P.A. After review by the respective Boards, the designates of each Board shall meet and discuss the compliance with this agreement.

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

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 the Columbus County Department of Aging, attested by their respective clerks and the County of Columbus' seal affized thereto, all by authority of the Board of County Commissioners duly given and by the Department of Aging duly given, and the said Barbara R. Sellers, Sharilyn M. Meares, and Teresa D. Simmons, Home Care Plu, P.A., have set their hands and seals, as of the day and year first written above.

ASSESSMENT AGREEMENT

HOME CARE PLUS, P.A.

COLUMBUS COUNTY DEPARTMENT OF AGING

The Providewr agrees to accept as full, complete and total payment for the PCS Assessment and the CAP Assessment visit pursuant to this agreement the sum of Thirty-Nine Dollars (\$39.00) per Nursing Assessment provided to selected patients of the Columbus County Home Health Agency.

The Columbus County Department of Aging agrees to provide payment for the PCS and CAP Assessment visits provided for under the terms of this agreement at a rate of Thirty-Nine (\$39.00) Dollars per Assessment.

FOR THE AGENCY:

/s/ Barbara R. Sellers, President

ATTESTED BY:

/s/ Ida Smith, Clerk to the Board

ATTESTED BY:

/s/ Roy Lowe, County Administrator

ATTESTED BY:

/s/ Sharilyn M. Meares

NOTE: Contract properly executed, notarized and certified

FOR THE PROVIDER:

/s/ J. Wade Fowler, Director
COLUMBUS COUNTY

/s/ Giles C. Byrd, Chairman

COLUMBUS COUNTY DEPARTMENT
OF AGING

/s/ J. Wade Fowler, Director

HOME CARE PLUS, P.A.

/s/ Barbara R. Sellers, President

BUDGET AMENDMENT - HEALTH DEPARTMENT

A motion was made by Commissioner Norris, seconded by Commissioner Dew and passed unanimously to approve funds to be carried forward from the General Fund Balance (10-399-0000) in the amount of \$251,151.73 to be in Health Department Programs where the monies were earned for Fiscal Year 1990-91.

10-591-46 Family Planning - Drugs & Supplies	\$ 9,502.48
10-592-46 Maternal Health - Drugs & Supplies	92,640.18
10-589-46 Child Health - Drugs & Supplies	12,393.63
10-597-46 Crippled Children - Drugs & Supplies	1,369.55
10-596-46 Adult Health - Drugs & Supplies	3,677.12
10-593-46 Home Health - Drugs & Supplies	130,578.83

RESOLUTION - ENDORSING N.C. COMMUNITY COLLEGES

A motion was made by Commissioner Koonce, seconded by Commissioner Norris and passed unanimously to adopt the following Resolution:

R E S O L U T I O N

WHEREAS, the County Commissioners of Columbus County believes North Carolina's community colleges provide a vital link between industry and many individuals in our state's work force; and

WHEREAS, since 1962 North Carolina's community colleges have proven to be an invaluable tool in economic development and the high quality in life we enjoy; and

WHEREAS, for three decades, by serving a higher percentage of its constituent population than any other state's system in the country, North Carolina's community college system truly has been accessible to all citizens of this state and has provided the state's competitive edge for economic and educational progress and thus has served as a model for the nation; and

WHEREAS, in recognition of the need to restore our community colleges to meet the technological challenges of the 1980's, the Commission on the Future of the North Carolina Community College System was established to develop recommendations on policy and action for the system's next 25 years; and

WHEREAS, the commission has found that today's methods of operation and levels of funding force the system to shoulder increasing responsibility with declining capability; and

WHEREAS, the commission has recommended a solid and far-reaching program of reform and reinvestment for the system; and

WHEREAS, the County Commissioners of Columbus County finds that the recommended program would position the system to continue to meet the educational needs of North Carolina citizens in the 1990's and beyond.

THEREFORE, IT IS HEREBY RESOLVED, that the County Commissioners of Columbus County offers its endorsement of the far-reaching proposals from the report *Gaining the Competitive Edge: The Challenge to North Carolina's Community Colleges*.

ADOPTED the 20th day of August, 1990.

ATTESTED BY:

COLUMBUS COUNTY BOARD OF
COMMISSIONERS

/s/ Roy L. Lowe, Administrator

/s/ Buddy Byrd, Chairman

LITERACY COUNCIL SPELLING BEE - FUNDING APPROVAL

A motion was made by Commissioner Norris, seconded by Commissioner Koonce and passed unanimously to participate in the 1990 Adult Spelling Bee for Literacy and appropriate funds in the amount of \$250.00 from the Governing Body's Budget, line item Miscellaneous (10-410-57).

RECYCLING - TRANSFER FROM GENERAL FUND TO SOLID WASTE ENTERPRISE FUND

A motion was made by Commissioner Worley, seconded by Commissioner Dew and passed unanimously to transfer the 1990-91 Recycling budget from the General Fund to the Solid Waste Enterprise Fund as follows:

Decrease 10-581-02 Salaries	(\$19,104.00)
Decrease 10-581-05 FICA	(1,462.00)
Decrease 10-581-06 Insurance	(2,135.00)
Decrease 10-581-07 Retirement	(1,835.00)
Decrease 10-581-13 Utilities	(2,400.00)
Decrease 10-581-14 Travel	(2,400.00)
Decrease 10-581-21 Rent - Building	(9,000.00)
Decrease 10-581-33 Departmental Supplies	(1,000.00)
Decrease 10-581-74 Capital Outlay	(9,500.00)
Increase 10-690-35 Solid Waste Enterprise Fund	\$ 48,836.00

To be transferred as follows:

35-397-00 Contribution - General Fund	\$ 48,836.00
35-581-02 Salaries	\$ 19,104.00
35-581-05 FICA	1,462.00
35-581-06 Insurance	2,135.00
35-581-07 Retirement	1,835.00
35-581-13 Utilities	2,400.00
35-581-14 Travel	2,400.00
35-581-21 Rent-Building	9,000.00
35-581-33 Departmental Supplies	1,000.00
35-581-74 Capital Outlay	9,500.00

BUDGET AMENDMENT - RAPE CRISIS

A motion was made by Commissioner Worley, seconded by Commissioner Norris and passed unanimously to appropriate funds held in reserve account (monies donated) for Rape Crisis during FY 1988-89. Budget amendment is as follows:

10-399-0000 Fund Balance Appropriated	\$ 2,000.00
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To be expended as follows:

10-514-0200 Salaries	\$ 1,500.00
10-514-1400 Travel	500.00

TAX RELEASES & REFUNDS

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

Mary Atkinson; 1977 Ford double listed to Mary T. Troy #01-96806. Amount \$4.28, valuation \$630, year 1990, account #01-01196.

Alex Douglas Britt, Jr.; 1981 GMC double listed to Doug & Regina Britt #11-03899. Amount \$21.76, valuation \$3,200, year 1990, account #13-03863.

Louise Brooks; 1974 Mobile home listed twice through error. Amount \$18.62, valuation \$2,660, year 1990, account #14-02393.

Susan Brown; motor vehicle was listed in Greenville, SC where she resides. Amount \$29.04, valuation \$4,270, year 1990, account #01-09566.

Charles Phillip Bordeaux; mobile home double listed on personal and real estate. Amount \$87.79, valuation \$12,910, year 1990, account #15-02760.

Jimmie S. Conley Jr. % Donnie H. Britt; mobile home double listed on personal and real estate. Amount \$45.08, valuation \$6,630, year 1990, account #12-05829.

Erma Fidler; motor vehicle sold in 1989. Amount \$2.04, valuation \$300, year 1990, account #06-09681.

Chris & Jamesie Gentry; 1974 Mobile home replaced by 1989 model, already listed. Amount 431.82, valuation \$4,680, year 1990, account #12-08950.

John L. & Sadie Godwin; 2 motor vehicles and Farm equipment double listed Leslie & S. Godwin. Amount \$94.62, valuation \$12,450, year 1990, account #03-08515.

Abraham Coolidge Green; mobile home listed on personal and real estate. Amount \$112.54, valuation \$16,550, year 1990, account #08-07600.

Leatus Indrihovic; mobile home on personal and real estate. Amount \$124.51, valuation \$18,310, year 1990, account #07-08870.

Claudie Allen Jacobs; billed on discoveries instead of Late list. Amount \$100.00, valuation \$5,430, year 1989, account #17-15089.

Odell McPherson; all utility buildings taken down off I-9-135 (17.38 acre tract). Amount \$12.24, valuation \$1,800, year 1990, account #09-19520.

Mrs. W. B. Marlowe; 1989 Pontiac, billed to Walter B. Marlowe on rebilling. Amount \$60.72, valuation \$8,930, year 1990, account #01-59260.

Kimberly Lynn Michaels; personal property keyed-in incorrectly. No listing on account 01-61921 for year 1990. Amount \$9.45, valuation \$1,390, year 1990, account #01-61921.

George Miller; farming equipment (tractor) priced wrong. Amount \$22.44, valuation \$3,300, year 1990, account #10-12234.

James & Diane Moss, Jr.; horse trailer valued as a mobile home. Amount \$71.81, valuation \$10,560, year 1990, account #16-11203.

Video Network; business inventory was listed thru error. Amount \$751.93, valuation \$99,691, years 1988, 89, account #01-12675.

W.L. Robinson; mobile home double listed to Johnny Meares #10-11845. Amount \$63.92, valuation \$9,400, year 1990, account #05-05880.

Daniel Robert Sagendorph; 1983 Ford priced wrong. No penalty. Amount \$42.93, valuation \$5,740, year 1990, account #16-13001.

Robert & Carie B. Stanley; mobile home is affixed (on real estate). Amount \$149.38, valuation \$19,400, year 1990, account #03-23910.

Alan Clarence Thompson; listed in S.C. where he lives. Amount \$26.93, valuation \$3,960, year 1990, account #01-92985.

Kent D. & Kimberly Thompson; mobile home was billed on real property. Amount \$128.54, valuation \$17,370, year 1990, account #09-30205.

Kelton Tyson; J-7A-92A, building not on property. Amount \$54.67, valuation \$7,100, year 1990, account #01-97760.

Ellis Sterling Ward, Jr. & Barbara; mobile home listed on real estate. Amount \$27.52, valuation \$3,620, year 1990, account #03-26460.

Don Wayne & Francis Williamson; house located on N-13-12A, burned on November 12, 1988. Amount \$267.24, valuation \$39,300, year 1990, bill #19718.

Alexander William Woody; motor vehicle was listed in S.C. in 1989. Amount \$56.93, valuation \$7,610, year 1989, account #06-44125.

Charles Keith and Carolyn Young; 1981 Oldsmobile priced wrong. Amount \$48.48, valuation \$7,130, year 1990, account #05-08100.

John & Laura Webb; shed and hook-up rebilled to John Wayne & Jacqueline Webb as leasehold on P-2-20. Amount \$11.56, valuation \$1,700, year 1990, account #08-20300.

Ordered: that a refund check be issued to Quincey & Theda Coleman, P.O. Box 116, Evergreen, NC 28438, in the amount of \$72.05, for year 1988. Leased motor vehicle (1986 Oldsmobile) was double-listed with G.M.A.C. #01-31071 and taxes were paid in both accounts. Valuation \$7,840, year 1988, account #12-05700.

SHERIFF - NEW JAIL STANDARDS REQUEST & APPROVAL

Sheriff Harold Rains addressed the Board in reference to the new mandated jail standards effective October 1, 1990. The Sheriff requested three (3) additional employees, and a monitor and dictaphone system for a total amount of \$63,474.00 to comply with jail standards. The Sheriff further requested school security in the amount of \$9,000.00, and a starter computer \$10,000.00.

A motion was made by Commissioner Koonce, seconded by Commissioner Norris and passed unanimously to approve the Sheriff's request to comply the jail standards in the amount of \$63,474.00 and amend the budget as follows:

10-399-0000 Fund Balance Appropriated	\$31,737.00
10-660-9999 Non Departmental Contingencies	(31,737.00)

To be expended as follows:

10-520-0200 Law Enforcement Center - Salaries	30,600.00
10-520-0500 FICA	2,341.00
10-520-0600 Insurance	4,430.00
10-520-0700 Retirement	2,938.00
10-520-3600 Clothing	1,425.00
10-520-7400 Capital Outlay	21,740.00
(Monitor & Dictaphone System)	

Further, the Board reached a concensus to take into consideration the request for the additional funding for school security and a starter computer for a total of \$19,000.00.

SOLID WASTE - TIRE SHREDDING CONTRACT APPROVAL

Grant Godwin, Director of Operations, with ARS Waste Management Tire Recycling, Ltd. addressed the Board on the shredding of the tires which are stockpiled at the Columbus County Landfill. Mr. Godwin advised the Board that he would shred and dispose of the tires by tonage or by a tire count.

A motion was made by Commissioner Koonce, seconded by Commissioner Norris and passed unanimously to approve an agreement with ARS Waste Management Tire Recycling, Ltd. to shred, load and remove the existing scrap tires at the Columbus County Landfill to be calculated and billed to the County on a per tire basis as follows: car tire \$.81 each, truck tire \$2.15 each and farm tractor tire \$5.00 each. The Board further directed the ARS to weigh the tires in order to compare cost and enable the County to set fees for future tire shredding and disposal.

DIXIE YOUTH BASEBALL - PLAQUE OF APPRECIATION TO TABOR CITY TEAM

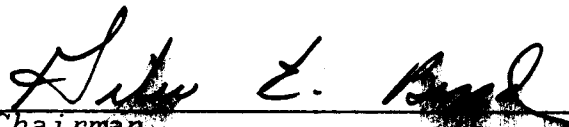
A motion was made by Commissioner Norris, seconded by Commissioner Koonce and passed unanimously to present a "plaque of appreciation" to the Tabor City Dixie Youth All-Star Baseball Team for their accomplishment in winning the first North Carolina District II and overall state Dixie Youth Baseball Championships; its first World Series and to win 4th place at the Series in Lakeland, Florida.

ADJOURNMENT

A motion was made by Commissioner Norris, seconded by Commissioner Koonce and passed unanimously to adjourn the meeting at 8:55 P.M.

APPROVED:


Clerk to the Board


Chairman