

The Honorable Columbus County Board of Commissioners met in their said office at 8:00 A.M., Monday, May 6, 1991, it being the first Monday.

BOARD MEMBERS PRESENT:

Lynwood Norris, Chairman

Ed Worley, Vice Chairman

Junior Dew

Samuel G. Koonce

Mike Richardson

James E. Hill, Jr., Attorney

Roy L. Lowe, Administrator

Lila Duncan, Recording Secretary

ABSENT:

Ida L. Smith, Clerk to the Board

Due to the absence of Ida L. Smith, Clerk to the Board, Lila L. Duncan, Administrative Office Secretary, acted as recording secretary.

Chairman Norris called the meeting to order and Commissioner Worley gave the invocation.

APPROVAL OF MINUTES

A motion was made by Commissioner Koonce, seconded by Commissioner Richardson and passed unanimously to approve the minutes of the April 15, 1991 Board meeting, as recorded.

PUBLIC HEARING - COMMUNITY REVITALIZATION GRANT

A motion was made by Commissioner Richardson, seconded by Commissioner Worley and passed unanimously to hold a public hearing for the purpose of soliciting public participation in the proposed filing of an application for a Community Revitalization Grant including the following areas: Lake Waccamaw, South Chadourn and Hallsboro.

Chairman Norris requested any citizens in attendance to comment for or against the application.

There were no comments.

A motion was made by Commissioner Koonce, seconded by Commissioner Richardson and passed unanimously to hold a second public hearing at 8:00 A.M., Thursday, May 16, 1991.

At 8:15 A.M., a motion was made by Commissioner Worley, seconded by Commissioner Dew and passed unanimously to close the public hearing and resume regular session.

PROCLAMATION - SENIOR CENTER WEEK

A motion was made by Commissioner Worley, seconded by Commissioner Dew and passed unanimously to proclaim the week of May 12-18, 1991 as Senior Center Week.

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

WHEREAS Columbus County supports three (3) Senior Centers; and

WHEREAS, Senior Centers affirm the dignity, self-worth and independence of Older Persons by facilitating their decisions and knowledge, and enabling their continued contribution to the community; and

WHEREAS, encouraged and supported by the Older Americans Act, Senior Center Functions as service delivery, Focal Points, helping older persons to help themselves and each other, and offering service or access to community services as needed; and

WHEREAS, the month of May has historically been proclaimed Older Americans Month, and communities across the country are giving special recognition to older persons and the role of senior centers in serving them.

NOW, THEREFORE, WE THE COMMISSIONERS of Columbus County, by the Authority vested in us, do hereby proclaim the week of May 12-18, 1991 as

SENIOR CENTER WEEK

calling upon the people of Columbus County to honor Older Americans and the Senior Centers that bring together activities and services to their benefit.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of Columbus County to be affixed.

COLUMBUS COUNTY BOARD OF
COMMISSIONERS

/s/ Lynwood Norris, Chairman

**FmHA - COMPLIANCE STATEMENT ADOPTED FOR CONSTRUCTION OF ACCESS ROAD TO BEMC
INCUBATOR**

The Administrator presented a letter to the Board from the Farmers Home Administration requesting that Columbus County Commissioners adopt Form FmHA 400-6 Compliance Statement along with a certified resolution in reference to the construction of an access road to the Business Development Center (incubator) that has been constructed by Brunswick Electric Membership Corporation on Highway 130.

A motion was made by Commissioner Dew, seconded by Commissioner Worley and passed unaimously to confirm the Contract Agreement with Farmers Homes Administration and execute the Compliance Statement Form FmHA 400-6 in reference to the construction of an access road to the Business Development Center located behind the Brunswick Electric Membership Corporation. The executed Compliance Statement Form FmHA 400-6 has been executed and is on file in the office of the Clerk to the Board.

**INDIAN HOUSING DEVELOPMENT - REQUEST & APPROVAL OF COOPERATION AGREEMENT FOR
PROJECT**

Gregory Richardson, Executive Director for N.C. State Indian Housing Authority, addressed the Board in reference to the funding availability for Indian Housing Development from the N.C. State Indian Housing Authority which provides the Authority with an opportunity to apply for the funding of Low Income Housing Units in Columbus County and requested support for the application from the Board of Commissioners.

A motion was made by Commissioner Dew, seconded by Commissioner Richardson and passed unanimously to support the Cooperation Agreement as follows:

STATE OF NORTH CAROLINA

COUNTY OF COLUMBUS

COOPERATION AGREEMENT

THIS AGREEMENT, entered into this the 6th day of May, 1991, by and between North Carolina Indian Housing Authority (hereinafter called the LOCAL AUTHORITY) and the County of Columbus (hereinafter called the COUNTY).

W I T N E S S E T H:

In consideration of the mutual covenants hereinafter set forth, the parties hereto do agree as follows:

1. Whenever used in this Agreement:

a) The term "Project" shall mean any low-rent housing hereafter developed as an entity by the LOCAL AUTHORITY with financial assistance of the United States of America acting through the Secretary of Housing and Urban Development (hereinafter called the GOVERNMENT); excluding, however, any low-rent housing project covered by any contract for loans and annual contributions entered into between the LOCAL AUTHORITY and the GOVERNMENT, or its predecessor agencies, prior to the date of this Agreement.

b) The term "Taxing Body" shall mean the State or any political subdivision or taxing unit thereof in which a Project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a Taxing Body or public officer to be levied for its use and benefit with respect to a Project if it were not exempt from taxation.

c) The term "Shelter Rent" shall mean the total of all charges to all tenants of a Project for dwelling rents and non-dwelling rents (excluding all other income of such Project), less the cost to the LOCAL AUTHORITY of all dwelling and non-dwelling utilities.

d) The term "Slum" shall mean any area where dwellings predominate which, by reason of dilapidation, overcrowding, faulty arrangement or design, lack of ventilation, light or sanitation facilities, or any combination of these factors, are detrimental to safety, health or morals.

2. THE LOCAL AUTHORITY shall endeavor (a) to secure a contract or contracts with the GOVERNMENT for loans and annual contributions covering one or more Projects comprising approximately _____ units or low-rent housing and (b) to develop and administer such Project or Projects, each of which shall be located within the geographical boundaries of the COUNTY. The obligation of the parties hereto shall apply to each such project.

3. a) Under the constitution and statutes of the State of North Carolina, all Projects are exempt from all real and personal property taxes levied or imposed by any Taxing Body. With respect to any Project, so long as either (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes; or (ii) any contract between the LOCAL AUTHORITY and the GOVERNMENT for loans or annual contributions, or both, connection with such Project remains in force and effect; or (iii) any Bonds issued in connection with such Project or any monies due to the GOVERNMENT in connection with such Project remain unpaid, whichever period is the longest, the COUNTY agrees that it will not levy or impose any real or personal property taxes upon such Project or upon the LOCAL AUTHORITY with respect thereto. During such period, the LOCAL AUTHORITY shall make annual payments (herein called PAYMENTS IN LIEU OF TAXES) in lieu of such taxes and in payment for the public services and facilities furnished from time to time without other cost or charge for or with respect to such Project.
- b) Each such annual PAYMENT IN LIEU OF TAXES shall be made after the end of the fiscal year established for such Project, and shall be in an amount equal to either (i) ten percent (10%) of the Shelter Rent actually collected but in no event to exceed ten percent (10%) of the Shelter Rent charged by the LOCAL AUTHORITY in respect to such Project during such fiscal year of (ii) the amount permitted to be paid by applicable state law in effect on the date such payment is made, whichever amount is the lower.
- c) The COUNTY shall distribute the PAYMENTS IN LIEU OF TAXES among the Taxing Bodies in the proportion which the real property taxes which would have been paid to each Taxing Body for such year if the Project were not exempt from taxation bears to the total real property taxes which would have been paid to all of the Taxing Bodies for such year if the Project were not exempt from taxation; provided, however, that no payment for any year shall be made to any Taxing Body in excess of the amount of the real property taxes which would have been paid to such Taxing Body for such year if the Project were not exempt from taxation.
- d) Upon failure of the LOCAL AUTHORITY to make any PAYMENT IN LIEU OF TAXES, no lien against any Project or assets of the LOCAL AUTHORITY shall attach, nor shall any interest or penalties accrue or attach on account thereof.
4. During the period commencing with the date of the acquisition of any part of the site or sites of any Project and continuing so long as either (i) such Project is owned by a public body or governmental agency and is used for low-

rent housing purposes, or (ii) any contract between the LOCAL AUTHORITY and the GOVERNMENT for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project or any monies due to the GOVERNMENT in connection with such Project remain unpaid, whichever period is the longest, the COUNTY without cost or charge to the LOCAL AUTHORITY or the tenants of such Project (other than the PAYMENTS IN LIEU OF TAXES) shall:

- a) Furnish or cause to be furnished to the LOCAL AUTHORITY and the tenants of such Project public services and facilities of the same character and to the same extent as are furnished from time to time without cost or charge to other dwellings and inhabitants in the COUNTY;
- b) Cooperate with the LOCAL AUTHORITY by such other lawful action or ways as the COUNTY and the LOCAL AUTHORITY may find necessary in connection with the development and administration of such Project.

5. If by reason of the COUNTY'S failure or refusal to furnish or cause to be furnished any public services or facilities which it has agreed hereunder to furnish or to cause to be furnished to the LOCAL AUTHORITY or to the tenants of any Project, the LOCAL AUTHORITY incurs any expense to obtain such services or facilities then the LOCAL AUTHORITY may deduct the amount of such expense from any PAYMENTS IN LIEU OF TAXES or to become due to the COUNTY in respect to any Project or any other low-rent housing projects owned or operated by the LOCAL AUTHORITY.
6. No Cooperation Agreement heretofore entered into between the COUNTY and the LOCAL AUTHORITY shall be construed to apply to any Project covered by this Agreement.
7. No member of the governing body of the COUNTY or any other public official of the COUNTY who exercises any responsibility or functions with respect to any Project during his tenure or for one year thereafter shall have any interest, direct or indirect, in any Project or any property included or planned to be included in any Project, or any contracts in connection with such Projects or property. If such governing body member or such other public official of the COUNTY involuntarily acquires or had acquired prior to the beginning of his tenure any such interest, he shall immediately disclose such interest to the LOCAL AUTHORITY.
8. So long as any contract between the LOCAL AUTHORITY and the GOVERNMENT for loans (including preliminary loans) or annual contributions, or both, in connection with any Project remains in force and effect, or so long as any bonds issued in connection with any Project or any monies due to the GOVERNMENT in connection with any Project remain unpaid, this Agreement shall not be subrogated, changed, or modified without the consent of the GOVERNMENT.

The privileges and obligations of the COUNTY hereunder shall remain in full force and effect with respect to each Project so long as the beneficial title to such Project is held by the LOCAL AUTHORITY or by any other public body or government agency, including the GOVERNMENT, authorized by law to engage in the development or administration of low-rent housing projects. If at any time the beneficial title to, or possession of, any Project is held by such other public body or governmental agency, including the GOVERNMENT, the provisions hereof shall inure to the benefit of any may be enforced by, such other public body or governmental agency, including the GOVERNMENT.

IN WITNESS WHEREOF, the COUNTY and the LOCAL AUTHORITY have respectively signed this Agreement and caused their seals to be affixed and attested as of the day and year first above written.

COUNTY OF COLUMBUS

/s/ Lynwood Norris, Chairman
Columbus County Board of
Commissioners

ATTEST:

/s/ Ida L. Smith

LOCAL AUTHORITY

ATTEST:

ATTACHMENT A

RESOLUTION #

DATE: May 6, 1991

The Board of Commissioers of the County of Columbus hereby resolve to enter in a Cooperation Agreement with the North Carolina State Indian Housing Authority to serve a unit multi-family low rent housing apartment complex to be located in Columbus County, North Carolina, and authorize Roy L. Lowe to execute this agreement on their behalf.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissiones of the County of Columbus hereby approves this resolution. Commissioner Junior Dew moved that the foregoing resolution be adopted as presented. The motion was seconded by Commissioner Samuel Koonce, and upon: roll call those in favor and those opposed were as follows:

Ayes: 5

Nayes: 0

The Chairman thereupon declared said motion carried and said resolution adopted.

COLUMBUS COUNTY

/s/ Roy L. Lowe
Administrator

ATTACHMENT D

CERTIFICATION OF RECORDING OFFICER

I, Ida L. Smith, the duly appointed, qualified and acting Secretary of the Columbus County Board of Commissioners, do hereby certify that the attached extract from the minutes of the Board meeting of the Columbus County Commissioners held on May 6, 1991 is a true and correct copy of the original minutes of such meetings on file and of record in so far as they relate to the matters set forth in the attached extract, and I do further certify that each Resolution appearing in such extract is a true and correct copy of a Resolution adopted at such meeting and on file and of record.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of the said Columbus County Board of Commissioners this the 6th day of May, 1991.

/s/ Ida L. Smith
Secretary

(SEAL)

ATTACHMENT

EXTRACT FROM MINUTES OF MEETING

COUNTY OF COLUMBUS

EXTRACT FROM THE MINUTES OF THE REGULAR MEETING OF THE COLUMBUS COUNTY BOARD OF COMMISSIONERS HELD ON THE 6th day of May, 1991.

The Commissioners of Columbus County met in regular meeting at 111 Washington Street in the City of Whiteville, North Carolina, at the place, hour and date duly established for the holding of such meeting.

The Chairman, Lynwood Norris, called the meeting to order and on roll call the following answered present:

Ed Worley
Junior Dew
Samuel G. Koonce
Mike Richardson

and the following were absent:

None

The Administrator, Roy L. Lowe, declared a quorum present.

AGRICULTURE EXTENSION - BEAVER CONTROL

Garland McCullen, Extension Agent, presented the Board with a beaver control plan which includes Columbus, Brunswick and Bladen counties. He gave a history of the fight to cut down on excessive beaver population, which has resulted in a million dollar loss to farm land and timber this year. As a result of a survey, the three-county group is requesting \$4,000 from each county, \$4,000 from industry, \$15,000 from the state and \$5,000 from federal sources to bring beavers under control. Mr. McCullen requested Columbus County support the project by appropriating \$4,000.

A motion was made by Commissioner Dew, seconded by Commissioner Worley and passed unanimously to consider funding in the amount of \$4,000 in the 1991-92 Columbus County Operating Budget. Further, adopt the following Resolution:

R E S O L U T I O N

The Columbus County Board of Commissioners at their regular meeting on May 6, 1991, unanimously adopted the following Resolution:

W I T N E S S E T H :

WHEREAS, the safety, health and well being of Columbus County citizens is greatly enhanced by its abundant natural resources; and

WHEREAS, this environment is now being impacted by damage being created by an increased beaver population; and

WHEREAS, the ability of landowners, County and State government, and timber companies are being materially affected by the increased population of beavers; and

WHEREAS, conditions exist that require some type of management programs; and

WHEREAS, interested landowners, County and State agencies, and other interested citizens have met to develop a Regional Management Program.

NOW, THEREFORE, the Columbus County Board of Commissioners supports legislation that will provide funding for programs that will provide proper management of beaver populations, thus reducing the damage of our natural resources.

Adopted this 6th day of May, 1991.

ATTESTED BY:

/s/ Roy L. Lowe, Administrator

COLUMBUS COUNTY BOARD OF

COMMISSIONERS

/s/ Lynwood Norris, Chairman

APPOINTMENT - SOUTHEASTERN ECONOMIC DEVELOPMENT COMMISSION

A motion was made by Commissioner Koonce, seconded by Commissioner Richardson and passed unanimously to appoint Dale Ward to serve on the Southeastern Economic Development Board of Commission for a three year term, with term expiring April 1, 1994.

APPOINTMENT - SOUTHEASTERN COMMUNITY COLLEGE BOARD OF TRUSTEES

A motion was made by Commissioner Dew, seconded by Commissioner Worley and passed unanimously to reappoint Ray Wyche to serve on the Southeastern Community College Board of Trustees, with a four year term, expiring June 30, 1995.

CDBG (Z. SMITH REYNOLDS) - SKIP GREEN & ASSOCIATES AGREEMENT

A motion was made by Commissioner Worley, seconded by Commissioner Dew and passed to approve an Agreement made and entered into this 6th day of May, 1991 by and between Skip Green and Associates and the County of Columbus to provide services as related to the Columbus County's Z. Smith Reynolds OFF Initiative. A copy of the properly executed Agreement is on file in the office of the Clerk to the Board.

AGREEMENT (COST ALLOCATION) - DAVID M. GRIFFITH

A motion was made by Commissioner Koonce, seconded by Commissioner Richardson and passed unanimously to enter into an Agreement with David M. Griffith for preparing the 1991 Columbus County Cost Allocation Plan.

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

THIS AGREEMENT, entered into this 6th day of May, 1991 and effective immediately by and between David M. Griffith and Associates, Ltd. (hereinafter called the "Consultant") and Columbus County, State of North Carolina (hereinafter called the "County"), WITNESSETH THAT:

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

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

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

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

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

NOW, THEREFORE, the parties hereto mutually agree as follows:

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

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

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

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

3. Time of Performance. The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purpose of the agreement. The cost allocation plan will be available by April 15, 1992 for your review and our negotiation with Federal and State representatives.

4. Compensation. The County agrees to pay the Consultant a sum not to exceed six thousand dollars (\$6,000) for all services required herein, which shall include reimbursement for expenses incurred. Consultant agrees to complete the project and all services provided herein for said sum.

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

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

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

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

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

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

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

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

COUNTY OF COLUMBUS

By: /s/ Roy L. Lowe
County Administrator

David M. Griffith & Associates

By: /s/ Tim McKinnie
Vice President

CERRO GORDO (TOWN OF) - REQUEST FOR CERTIFIED FIRE INSPECTOR TABLED

The Administrator presented the Board with a letter from the Town of Cerro Gordo requesting the County to provide a Certified Fire Inspector to service the Town of Cerro Gordo as of July 1, 1991.

A motion was made by Commissioner Richardson, seconded by Commissioner Koonce and passed unanimously to table the request until another date.

BUDGET AMENDMENT - CAPITAL RESERVE FUND

A motion was made by Commissioner Richardson, seconded by Commissioner Dew and passed unanimously to approve transferring funds in the amount of \$13,790.00 from Capital Reserve (10-397-0000) to be expended in Public Buildings-Land Purchase/Topo Survey (10-506-7100).

LIBRARY - AUTHORIZATION TO REPLACE EMPLOYEES WHO RESIGNED

Amanda Bible, Library Director, advised the Board that there had been two resignations and since the hiring freeze requested the Board to allow her to fill these vacancies at the same salary.

After discussion by the Board members, a motion was made by Commissioner Dew, seconded by Commissioner Koonce and passed to allow the Library Director to fill these vacancies.

AYES: Commissioners Koonce, Norris, Worley and Dew

NOES: Commissioner Richardson

APPOINTMENTS - WAR MEMORIAL COMMITTEE

Fauzia Graham presented the Board with the War Memorial Committee of seventeen persons, thirteen of which has Whiteville addresses.

The Board reached a general concensus to accept the list of appointments presented by Ms. Fauzia Graham with each Commissioner to appoint two persons from their respective zone to serve on the Committee in order to have representation throughout the County. The following names were presented by Ms. Graham:

Horace Whitley, 227 E. Calhoun Street, Whiteville, NC

Frank M. Faronda, Route 7, Box C-30, Whiteville, NC

Carlton Prince, Fuller Street, Whiteville, NC

Mike Cole, Route 1, Box H-61, Whiteville, NC

Amanda Bible, 402 E. 2nd Street, Chadbourn, NC

Lloyd Best, 304 W. Columbus Street, Whiteville, NC

Bob High, W. Frink Street, Whiteville, NC

Patricia Medlin, P.O. Box 448, Lake Waccamaw, NC

Samuel Jacobs, Route 1, Box 736, Lake Waccamaw, NC

Charles Lennon, P.O. Box 1077, Bladenboro, NC

Grace Thomas, 305 E. Oliver Street, Whiteville, NC

Larry Hewett, Route 1, Tabor City, NC

Woodrow W. Jacobs, 323 W. Phillips Street, Whiteville, NC

Kyle Ramey, 116 W. College Street, Whiteville, NC

Everett Lanier, Highway 701 S., Whiteville, NC

Richard Wright, 6 Orange Street, Tabor City, NC

Fauzia Graham, Route 1, Box 704, Lake Waccamaw, NC

COUNTY WIDE DISTRICTED WATER - ATTORNEY REPORT

James E. Hill, Jr. reported that the County Wide Districted Water Bond Referendum schedule has not been received from New York Bonding Attorneys but expects to receive the schedule by May 8, 1991.

SOLID WASTE - APPROVAL TO PURCHASE SCALES FOR LANDFILL

The Administrator requested approval to purchase a Unibridge Scale Model UBS 701040, Steel Deck Scale, capacity is 200,000 x 20, hardware and foundation drawings per state bid #780-84, bid #02171 scale, size 70' x 10' for the Landfill under N.C. State Contract from S & J Scale Company, Statesville, NC in the amount of \$24,251.

A motion was made by Commissioner Koonce, seconded by Commissioner Dew and passed unanimously to purchase the scales as specified on state contract from S & J Scale Company, Statesville, NC in the amount of \$24,251 to be appropriated from Non-Departmental - Contingencies (10-660-9999) to be expended in Special Appropriations - Solid Waste - Capital Outlay, Scale (10-690-3500).

INSURANCE (MEDICAL) - BLUE CROSS CONTINUANCE FOR RETIREES PRESENTATION BY RALPH BRAKE

Ralph Brake, Blue Cross-Blue Shield Representative, discussed continuance of group coverage for retirees stating the conditions that retirees are subject to. Mr. Brake also advised the Board of a program that is available that is centered around the providers contract with hospitals that saves members of groups through discounts.

No action was taken at this time.

TAX RELEASES & REFUNDS

A motion was made by Commissioner Worley, seconded by Commissioner Dew and passed unanimously to approve the tax releases and refunds as recommended by W.D. Brooks, the Tax Administrator.

Carolyn Ann Watts Blake; 1982 Toyota totalled December, 1989. Amount \$10.85, valuation \$1,450, year 1990, account #01-06413.

Lutilla Spaulding Boyd Heris; 33 acre tract double-listed to George and Henry Spaulding on N-1-56, account 14-15340. Amount \$516.91, valuation \$63,240, years 1981-1990, account #14-02340.

Gloria J. Buffkin; small building torn down in 1989. Amount \$7.40, valuation \$1,000, year 1990, account #09-01850.

Emma Marie Cox; L-18-6 double-listed to Gerald Hyatt on L-18-4. Amount \$65.72, valuation \$8,200, years 1983-1990, account #07-02623.

Charles Edward Justice; 1988 Ford Escort was not in Columbus County on 1-1-90. Sold in 1989. Amount \$44.34, valuation \$6,520, year 1990, account #15-20955.

Thomas Lawson, Jr. & Ella Sue Mintz; billed with three user fees instead of one. (Mobile home and one dwelling vacant.) Amount \$60.00, year 1990, account #15-27225.

Shooters Ice Company; equipment rebilled to Triangle Ice Company. Amount \$442.41, valuation \$40,380, years 1985-1990, account #16-13175.

J.T. Ward; L-10-68 double-listed to Isaac Guy and June Ward, K-10-30E, #03-26930. Also double-listed to Lealon Carlton Ward, K-1-30E on #03-27300. Amount \$2,213.07, valuation \$274,620, years 1981-1990, account #03-27300.

Oliver Louis Brown; 1983 Buick double-listed to Oliver Louis Brown on #15-06054. Amount \$123.27, valuation \$3,110, year 1990, account #17-04272.

Sherman Vann Cooper; moved to Orange County prior to 1988. Amount \$253.50, valuation \$5,940, account #17-07495.

Tonnie Wells Duncan; Has not lived in Columbus County since 1989. Amount \$122.14, valuation \$2,960, year 1990, account #17-09584.

James Andrew Gatlin; listed in Bladen County. Amount \$185.64, valuation \$9,860, years 1986, 1990, account #17-13360.

Anna Mae George; 1975 Mercury traded on 1981 Buick already listed. Amount \$7.10, valuation \$750, year 1987, account #17-13489.

Arthur Milton Godwin, Jr.; 1981 Chevrolet truck wrecked and junked in 1985; 1981 Oldsmobile rebilled to A.M. Godwin III on #17-13870. Amount \$178.28, valuation \$8,090, years 1986, 1988, account #17-13880.

Everlina Jordan; vehicle junked prior to 1-1-90. Amount \$122.14, valuation \$2,960, year 1990, account #17-21336.

Jacqueline Lacewell Keaton; 1982 Pontiac listed in Bladen County where she resides. Amount \$112.12, valuation \$1,620, year 1990, account #17-21419.

David Eugene Kicklighter; moved from Columbus County prior to 1-1-90 to Kentucky. Amount \$137.85, valuation \$5,060, year 1990, account #17-49849.

Kenneth Long; vehicle listed in Bladen County. Amount \$137.99, valuation \$5,080, year 1990, account #17-23524.

Adolphus McDuffie; 1977 Mercury and 1984 Pontiac licensed and listed in Georgia. Amount \$72.84, valuation \$7,700, year 1987, account #17-24498.

Myrtle Heath Malpass; 1987 Buick double-listed to Myrtle Malpass on #15-25755. Amount \$162.83, valuation \$8,400, year 1990, account #17-25504.

Clyde Nobles, Jr.; 1976 Oldsmobile traded for 1987 Chevrolet listed on #10-12943. Amount \$107.93, valuation \$1,060, year 1989, account #17-27912.

Roy Monroe Shaw; 1985 Ford double-listed on regular list #10-32753. Amount \$250.79, valuation \$6,790, year 1989, account #17-32752 & 53.

Robert Alexander Thompson; listed in Bladen County where he resides. Amount \$256.80, valuation \$5,910, years 1988-90, account #17-37519.

Marvin Howard Vereen; 1977 Toyota was listed on regular listing #06-40369. Amount \$104.11, valuation \$550, year 1990, account #17-38488.

Tammy Kay Wright; 1980 Plymouth junked in 1988. Amount \$105.76, valuation \$770, year 1990, account #17-42183.

Ordered: that a refund check be issued to Kenneth Ray & Jeane Scott Garrell, Route 1, Box 191, Bolton, NC 28423, in the amount of \$77.40, for year 1989. Amount \$77.40, valuation \$10,840, year 1989, account #04-05640.

Ordered: that a refund check be issued to David Letlo Parker, Route 1, Box 597, Delco, NC 28436, in the amount of \$30.00, for year 1990. Amount \$30.00, year 1990, account #15-29000.

Ordered: that a refund check be issued to John C. & Aline Tyler, Route 2, Box 4R, Tabor City, NC 28463, in the amount of \$57.90, for year 1987. Personal property double-listed on #06-40160, John C. Tyler and Allene. Amount \$44.12, valuation \$5,130, year 1987, account #06-40175.

FINANCING PUBLIC BUILDINGS PRESENTATION

John M. Barnes, Jr., Vice President of Public Finance of J. Lee Peeler and Company, Incorporated, Durham, NC presented an update with reference to private finance for public buildings:

A. Need organization of a non-profit corporation. "A requirement of most Bond Attorneys."

B. Non-profit agrees to purchase land, build building and lease-purchase back to unit of local government.

C. Suggest the need for a space study in order to strengthen overall security package.

D. "Design Build" - there are still some questions as to proposed investors always wants to know up front what the total package includes.

E. Mr. Barnes informally suggests that the qualified Architects using the conventional methods, including reports from space need study seems to be the best way to go as this gives strength to the over-all investment package.

F. Another major question is who will be providing the up front construction money?

G. The stressing of who maintains control of the project.

Mr. Barnes is available to assist Columbus County, as needed.

MEETING RECESSED

At 10:45 A.M., a motion was made by Commissioner Koonce, seconded by Commissioner Richardson and passed unanimously to recess the meeting until 8:00 P.M., May 8, 1991 at the White Marsh/Welches Creek Volunteer Fire Department for the purpose of holding a public hearing on a proposed fire service district.

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The Honorable Columbus County Board of Commissioners reconvened at 8:00 P.M., May 8, 1991, at the White Marsh/Welches Creek Volunteer Fire Department for the purpose of holding a public hearing on the Proposed White Marsh/Welches Creek Volunteer Fire Service District.

BOARD MEMBERS PRESENT:

Lynwood Norris, Chairman

Ed Worley, Vice Chairman

Junior Dew

Samuel G. Koonce

Mike Richardson

James E. Hill, County Attorney

Roy L. Lowe, County Administrator

Ida L. Smith, Clerk to the Board

There were approximately thirty (30) residents present.

Chairman Norris called the meeting to order and Mr. Howard Creech gave the invocation.

PUBLIC HEARING - PROPOSED WHITE MARSH/WELCHES CREEK VFD SERVICE DISTRICT

A motion was made by Commissioner Worley, seconded by Commissioner Dew and passed unanimously to enter into a public hearing.

Chairman Norris stated the purpose of the hearing is to consider definition of a fire protection service district in the area of Columbus County known as the White Marsh/Welches Creek Rural Fire Insurance Rated District. If the district is defined, property therein will be subject to taxation as necessary to finance the proposed service.

Chairman Norris turned the meeting over to Robert Creech, the Fire Chief for the District.

Chief Creech welcomed everyone present and then demonstrated the needs of the fire district and requested a special tax levy of eight (.08) per one hundred dollars evaluation of all real and personal property in the district.

Chairman Norris requested any comments or questions concerning the proposal from anyone in attendance by being recognized and stating their name.