

The Honorable Columbus County Board of Commissioners met in their said office at 8:00 A.M., Monday, October 7, 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

Ida L. Smith, Clerk to the Board

Chairman Norris called the meeting to order and Commissioner Ed 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 September 9, 1991 Board meeting, as recorded.

**PUBLIC HEARING - CDBG APPLICATION TO CONSTRUCT A HOME FOR THE AGED**

A motion was made by Commissioner Koonce, seconded by Commissioner Richardson and passed unanimously to enter into a public hearing in reference to the County submitting an application for a Community Development Block Grant.

Bud Amburn representing J. B. Enterprises, Inc., speaking on behalf of Myles Cartrette, stated that the CDBG, if funded, would bring another 40-bed health care facility to Columbus County for the aged. The home will be an "assisted living" home designed for ambulatory or semi-ambulatory residents. The County would approve the application being made for the \$300,000 grant and there would be no cost to the County.

David Harris, president of KSM Harris & Associates, a Goldsboro planning and consulting firm, told the Board that the grant selections are targeted for economically deprived counties with high employment and Columbus County has been categorized in 1991 as one of 25 "severely economically distressed" counties in the state.

Chairman Norris requested anyone in attendance who wished to ask questions or make comments to be recognized by raising their hand and stating their name.

There were no comments.

**PUBLIC HEARING CLOSED**

A motion was made by Commissioner Dew, seconded by Commissioner Richardson and passed unanimously to close the public hearing.

PUBLIC HEARING - SECOND SCHEDULED

A motion was made by Commissioner Dew, seconded by Commissioner Richardson and passed unanimously to approve the preparation of the application by KSM Harris & Associates for a Community Development Block Grant for the Aged and schedule a second public hearing for October 21, 1991, for the purpose of public comments on the CDBG application.

CITY SCHOOLS - ANNOUNCEMENT FROM DR. JERRY PASCHAL DELETED FROM AGENDA

The Board reached a general concensus to delete item #4, announcement by Dr. Jerry Paschal, School Superintendent, from the Agenda as he was not present for the meeting.

PARKS - LUMBER RIVER REQUEST FOR FUNDING

David Scott, representing the Lumber River State Park, requested the Board appropriate funds in the amount of \$4,500 towards the creation of a Master Plan in which they are soliciting donations in the amount of \$43,343 by the first of November, 1991.

Mr. Scott will be requesting donations from other counties within the Region which include: Hoke, Scotland and Robeson.

There was a discussion among the Board concerning a 1990-91 appropriation that was designated for the Lumber River project and the total funds were not used.

The Board reached a general concensus to wait until the next Board meeting (October 21, 1991) and directed the Administrator to advise the Board on the amount of the appropriation that was not expended for Fiscal Year 1990-91.

FIRE AND RESCUE SQUAD - TABOR CITY REQUEST FOR A SERVICE TAX DISTRICT DELETED

The Board reached a general concensus to delete item #7, Tabor City Rescue Squad request for support for a Rescue Tax Service District, as they did not have any representation at the meeting.

RESOLUTION - CAPE FEAR COUNCIL OF GOVERNMENTS RELEASE OF STATE FUNDS

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

## R E S O L U T I O N

WHEREAS, in North Carolina the Lead Regional Organizations, as voluntary organizations serving municipal and county governments, have established productive working relationships with the cities and counties across the state; and

WHEREAS, the 1991 General Assembly recognized this need through the appropriation of \$864,270.00 to help the Lead Regional Organizations assist local governments with grant applications, economic development, community development, and to support local industrial development activities and other activities deemed appropriate by their local governments; and

WHEREAS, these funds are not intended to be used for payment of member dues or assessments to be a Lead Regional Organization or to supplant funds appropriated by the member governments; and

WHEREAS, in the event that a request is not made by July 30, 1991, for release of these funds to our Regional Council, the available funds will revert to State's general funds; and

WHEREAS, in Region O, funds in the amount of \$48,015.00 will be used to/for prepare community development and land use plans, zoning ordinances, economic development/revialization plans and grants, and provide other technical assistance to local governments;

NOW, THEREFORE BE IT RESOLVED, that the County of Columbus requests the release of its share of these funds, \$10,168.46, to the Cape Fear Council of Governments at the earliest possible time in accordance with the provisions of Chapter 689, House Bill 83, Section 19 of the 1991 Session Laws.

Witnessed this the 7th day of October, 1991.

COLUMBUS COUNTY BOARD OF COMMISSIONERS

WITNESS:

/s/ Roy L. Lowe, Administrator

/s/ Lynwood Norris, Chairman

PROCLAMATION - LUPUS AWARENESS WEEK

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

PROCLAMATION  
LUPUS AWARENESS MONTH

WHEREAS, Systemic Lupus Erythematosus affects one in every two thousand Americans; and over 16,000 new cases are diagnosed each year; and

WHEREAS, Lupus is more common than Leukemia, Muscular Dystrophy and Cerebral Palsy; that it affects both men and women, young and old; and

WHEREAS, Lupus is a chronic inflammatory disease which causes the body's immune system to produce antibodies which attacks healthy tissue and organs; and

WHEREAS, the cause of Lupus is unknown and no cure exists; and

WHEREAS, Research and Public Education are two vital keys to address this "orphan disease". That through education, early diagnosis is possible and will lead to reduced mortality rates.

NOW, THEREFORE BE IT RESOLVED, by the Board of Commissioner of Columbus County Proclaim October as Lupus Awareness Month in Columbus County.

Adopted this 7th day of October, 1991.

COLUMBUS COUNTY BOARD OF COMMISSIONERS

/s/ Lynwood Norris, Chairman

ATTEST:

/s/ Ida L. Smith, Clerk to the Board

PROCLAMATION - DRUG FREE COMMUNITY

A motion was made by Commissioner Worley, seconded by Commissioner Dew and passed unanimously to adopt the following Proclamation that was read aloud by Ms. Ervee Bellamy.

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

WHEREAS, alcohol and other drug abuse in this nation has reached epidemic stages, affecting the well being of all citizens; and

WHEREAS, it is imperative that visible, undefined prevention efforts by every citizen be launched to reduce the demand for drugs; and

WHEREAS, the National Federation of parents for Drug Free Youth and the Governor's Council on Alcohol and Drug Use and the Columbus County Commissioners are participating in the National Red Ribbon Campaign offering citizens the opportunity to demonstrate their commitment to drug free lifestyles; and

WHEREAS, the National Red Ribbon Campaign will be celebrated in every community in America during "Red Ribbon Week", October 19 - 26, 1991; and

WHEREAS, the Columbus County Commissioners will demonstrate their commitment to drug free health lifestyles by wearing and displaying red ribbons during this week long campaign; and by encouraging all citizens of Columbus County to do the like; and

WHEREAS, the Columbus County Commissioners further commit their support to ensure the success of the Red Ribbon Campaign within the County of Columbus.

NOW, THEREFORE, BE IT RESOLVED that the Columbus County Board of Commissioners do hereby support Red Ribbon Week with October 19 - 26, 1991 as the days of primary observance in the County, and encourages its citizens, schools, civic organizations, businesses and industries to participate in drug prevention education activities, making a visible statement that we are strongly committed to a drug free community.

Adopted this 7th day of October, 1991.

ATTESTED BY:

COLUMBUS COUNTY BOARD OF  
COMMISSIONERS

/s/ Roy L. Lowe, Administrator

BY: /s/ Lynwood Norris, Chairman

CONTRACTS - HEALTH

A motion was made by Commissioner Koonce, seconded by Commissioner Dew and passed unanimously to enter into the following Health Department Contracts.

STATE OF NORTH CAROLINA

COLUMBUS COUNTY

C O N T R A C T

THIS CONTRACT made and entered into this 1st day of July, 1991, by and between the County of Columbus, a body politic, under the laws of the State of North Carolina, sometimes hereinafter referred to as "county" through the Columbus County Health Department, sometimes referred to as "Health Department" and Ronald S. Mukamal, M.D., sometimes hereinafter referred to as "physician";

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, the Columbus County Health Department and the Board of Health of Columbus County have contracted and agreed with Ronald S. Mukamal, M.D. to provide certain back-up services for the said department;

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

1. The said physician agrees to be available for professional services during the hours of 8:00 a.m. and 6:00 p.m. Monday through Friday. The exact number of hours will be left up to the weekly decision between the Doctor and the Columbus County Health Department as need be by the said department and as schedule allows by the said back-up physician.

2. The rate of pay for the hourly services by the said back-up physician shall be at the rate of forty-nine (\$49.00) dollars per hour, and that the said physician shall submit a bill within one month of rendering said services which shall be forwarded to the Columbus County Health Director for authorization of payment. The sum of four hundred (\$400.00) dollars per month shall be paid for primary back-up and medical consultation services.

3. Any services rendered to the Columbus County Health Department's patients in the back-up physician's personal and private office or the Columbus County Hospital will be considered a separate contract not to be covered by this employment and is open to direct billing or negotiation between the said back-up physician and the patient or a third party payer and shall not be chargeable to the Columbus County Health Department unless specifically authorized for said billing in each and every case.

4. The back-up physician will serve the Columbus County Health Department with his professional services for which he is qualified according to the needs of said Health Department. These services basically shall include but are not limited to review of charts and signing of charts as back-up to nurse practitioners and physician assistants employed by the said Columbus County Health Department. Additionally, the said back-up physician shall be available for consultation with the Columbus County Health Director and professional staff on pertinent questions and shall also be available for direct patients care where the needs arises as determined by the Columbus County Health Department.

5. The back-up physician will serve as medical back-up to Columbus County Health Department and will serve as supplemental source of medical consultation as the needs may arise.

6. The back-up physician will be paid on a monthly basis for the number of hours actually performed and worked during the pay period and these hours may vary from month to month depending upon the needs of the medical back-up physician and availability of scheduling.

7. This contract may be terminated between the back-up physician or Columbus County or the Columbus County Health Department by notification to Health Director or the back-up physician, whichever the case may be in writing with thirty (30) days notice of said termination.

8. The back-up physician will maintain a one million dollar medical liability insurance coverage at their own expense while working in the Columbus County Health Department or maximum amount of available insurance as allowable by their insured if the same is less than one million dollars.

9. The Doctor serves as an independent contractor and is responsible for his own payment of social security taxes, federal income taxes, state income taxes, workman's compensation and other employment expenses.

IN WITNESS WHEREOF, the County of Columbus and the Board of Health of the County of Columbus have caused this contract to be executed in its name, signed by its respective Chairperson of the Board of Commissioners and Board of Health, attested by their respective clerks and the County of Columbus' seal affixed thereto, all by the authority of the Board of County Commissioners duly given and by the Board of Health duly given, and the said RONALD S. MUKAMAL, M.D. has set their hand and seal as of the day and year first written above.

COLUMBUS COUNTY

ATTESTED BY:

/s/ Roy L. Lowe  
Deputy Clerk to Board

BY: /s/ Lynwood Norris  
CHAIRMAN, COLUMBUS COUNTY  
BOARD OF COMMISSIONERS

COLUMBUS COUNTY BOARD OF HEALTH

ATTESTED BY:

/s/ Marian W. Duncan  
Health Director

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

/s/ Ronald S. Mukamal, M. D.

NOTE: Contract properly executed, notarized and certified.

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STATE OF NORTH CAROLINA

COLUMBUS COUNTY

C O N T R A C T

THIS CONTRACT, made and entered into this 1st day of September, 1991, 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 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 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-five dollars (\$35.00) per nursing visit.
  - 2. The sum of twenty-four (\$24.00) per nursing (LPN) visit. The sum of twenty-eight dollars (\$28.00) nursing (LPN) visit for emergency visits made after 5:00 p.m. during week or visits made on weekend.
  - 3. The sum of twenty-eight dollars (\$28.00) per physical therapy assistant (\$LPTA) visit.

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

- J. The Provider is a 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.), 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 calender 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 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 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 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 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, SHARILYN 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.

ATTESTED BY:

COLUMBUS COUNTY

/s/ Roy Lowe  
Asst. Clerk to Board

/s Lynwood Norris, Chairman

ATTESTED BY:

COLUMBUS COUNTY BOARD OF HEALTH

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

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

ATTESTED BY:

HOME CARE PLUS, P.A.

/s/ Sharilyn M. Meares

Barbara R. Sellers  
President

NOTE: Contract properly executed, notarized and certified.

CONTRACT - FORESTRY LANDS AGREEMENT

A motion was made by Commissioner Koonce, seconded by Commissioner Dew and passed unanimously to enter into an Agreement with the N.C Department of Environment, Health and Natural Resources, for protection, development and improvement of forest lands in Columbus County, North Carolina, as follows:

AGREEMENT FOR THE PROTECTION, DEVELOPMENT AND IMPROVEMENT  
OF FOREST LANDS IN COLUMBUS COUNTY, NORTH CAROLINA

THIS AGREEMENT, made under the authority of "An act to authorize Counties to cooperate with State in Forest Protection, Reforestation and promotion of Forest Management," (Section 113-59 of the General Statutes of North Carolina - 1943), and also under authority of another Section of the General Statutes, namely Section 113-54, by the North Carolina Department of Environment, Health and Natural Resources (hereinafter called the Department), party of the first part, and the Board of Commissioners of Columbus County in the State of North Carolina (hereinafter called the Board), party of the second part, witnesseth:

That WHEREAS the said Board, recognizing the need for active forest protection, development, reforestation, management and improvement in Columbus County, has accepted the offer of the Department for cooperation in accomplishing this object:

Now, THEREFORE, in considration of the mutual covenants hereinafter set forth, the said parties contract and agree to maintain a legally appointed and equipped Forest Ranger organization in said county at the joint cost of the State and County, insofar as the joint funds will permit, as follows:

Part I. THE DEPARTMENT AGREES:

1. To select, employ and appoint, after consultation with the Board, a County Forester or County Forest Ranger for the purposes of controlling forest fires in said County; for detecting and extinguishing fires that break out; for investigating the origin of forest, woodland and field fires; for enforcing State forest fire laws; for taking such preventive measures, educational and otherwise, as shall seem necessary to prevent forest fires; for developing and improving the forests through reforestation, promotion and practice of Forest Management practices; and for protection from insects and diseases.

2. To furnish to each Forester or Forest Ranger so employed a badge of office, stationery and report forms, instructional posters for use in the County, leaflets for distributing to landowners and others; to purchase necessary equipment, communication systems, and other Forestry improvements deemed necessary insofar as the joint funds will permit.

3. To pay the Forester or Forest Ranger for all official services rendered, at a fair rate of pay. Rates of pay to be established by the Department in accordance with existing State salary schedules.

4. To direct, supervise, instruct, and inspect, through its agents, the work and conduct of the Forester or Forest Ranger, to discipline and, when necessary, discharge such Forester or Forest Ranger.

5. To submit to the Board of Commissioners monthly (or at other mutually satisfactory intervals) an itemized statement of all monies to be paid by the County and those paid by the Department for the proper conduct of the work within said County.

6. To make available annually from State, Federal, and other funds allotted to it, the sum of \$169,807.00 dollars (\$169,807.00) as its share of an annual budget of \$283,012.00 for carrying on the work in said County.

Part II. THE BOARD AGREES:

1. To pay the Department 40% of the total cost of the Forester or Forest Ranger salaries and expenses and of other proper expenditures made in connection with the over-all Forestry program in said County, upon receipt and consequent approval of the periodic statements submitted by the Department.

2. To appropriate annually the sum of \$113,205.00 dollars (\$113,205.00), which sum shall be available for expenditures under the terms of this Agreement, and shall represent the County's share of the annual budget.

PART III. IT IS EXPRESSLY AGREED AND UNDERSTOOD BY BOTH PARTIES:

1. That this Agreement becomes effective July 1, 1991.

2. That the annual appropriations as set forth above may be reviewed by mutual agreement between the Department and the Board, based on the amount of annual appropriation desirable for the proper conduct of the Forestry work, such revision to become effective at the beginning of a given Fiscal Year. Any unused balance of County funds remaining at the end of a Fiscal Year shall revert to said County unless otherwise mutually agreed upon by both parties.

3. That the Board reimburse the Department as provided in Part II, Item 1, by forwarding a county voucher drawn in favor of the Department for the amount of the County's share of expenditures as set forth in the Department's periodic statement to the Board. That such payments be made by the Board within thirty days following receipt of the Department's billing.

4. The title to all improvements and equipment purchased and/or constructed in connection with this Agreement will rest with the Department; such materials or their equivalent will remain in the County as long as this Agreement is in effect, or as long as they are needed by the Department for the proper conduct of the work therein.

5. That the Forester or Forest Ranger periodically or at the request of the Board, shall present to the Board statements of the work being done within the County, so that said Board may be fully informed at all times regarding the Forestry finances and activities within the County.

IN WITNESS WHEREOF, the said parties do hereunto affix their names and seals upon the date herein below specified.

For the Board of County Commissioners of Columbus County.

Date: 9-18-91

/s/ Lynwood Norris, Chairman

Provisions for the payment of the monies to fall due under this Agreement have been made by appropriation duly made or by bonds or notes duly authorized, as required by the "County Fiscal Control Act."

Date: 9-16-91

s/s Gayle B. Godwin, County Finance Officer

For the North Carolina Department of Environment, Health, and Natural Resources.

Date \_\_\_\_\_

\_\_\_\_\_  
Director, Division of Forest Resources

CONTRACT - SOCIAL SERVICES vs LEE, LEE & VIETS, ATTORNEYS

A motion was made by Commissioner Koonce, seconded by Commissioner Dew and passed unanimously to approve the Contract of Employment by and between Columbus County and Don W. Viets, Jr. of Lee, Lee and Viets, Attorney at Law, as follows:

STATE OF NORTH CAROLINA

COUNTY OF COLUMBUS

CONTRACT OF EMPLOYMENT  
(Primary Contract)

THIS CONTRACT OF PRIMARY EMPLOYMENT by and between the Columbus County Commissioners (hereinafter referred to as Department), and Don W. Viets, Jr., of Lee, Lee & Viets, Attorney at Law (hereinafter referred to as Attorney), to provide for the legal services needed by the Columbus County Child Support Agency (hereinafter referred to as Agency).

W I T N E S S E T H :

WHEREAS, the department desires to employ the Attorney to provide the legal services needed by the Agency upon the following terms:

1. This contract shall begin September 1, 1991, and continue through August 31, 1991, unless terminated or renewed as hereinafter provided.

2. The Attorney, upon reasonable notice, shall be available for consultation, legal advice and representation as requested by the Agency on legal matters arising under Article 9, Chapter 110 of the North Carolina General Statutes, Title 42 United States Code, Section 651 et seq, and the regulations promulgated thereunder.

3. The Attorney agrees to comply with all of the requirements of Article 9, Chapter 110 of the North Carolina General Statutes, Title 42 United States Code, Section 651 et seq., and the regulations promulgated thereunder, regarding the performance of program legal services. These requirements include, but are not limited to, maintaining such records as are required by the Department or Agency, making such records available for federal or state audit if required and making any financial, statistical, and program progress reports.

4. The Department agrees to pay the Attorney Fifty (\$50.00) Dollars per hour for the time spent in performance the services required under this contract. This hourly rate shall encompass all expenses including, but not limited to, those for salary, supplies, office space, heating and maintenance for office space, telephone service, long-distance telephone calls, and travel. The Attorney is not to be reimbursed for incurring extraordinary expenses incident to performing the services required under this Contract with the exception that the Department agrees to pay all court costs and filing fees which are required to be paid in conjunction with the services provided by the Attorney under this Contract.

5. Either party may terminate this agreement with thirty (30) days written notice to the other party.

6. This contract may be renewed by the parties for two additional periods of one (1) year each.

7. The Attorney shall notify the Agency when a conflict of interest arises for the Attorney. In all such cases, referral shall be made to another attorney with whom the Department has contracted for secondary employment for the provision of legal services when conflicts arise.

8. Reimbursement for attendance at one annual training session shall be made based upon a maximum hourly rate of \$90.00, not to exceed a maximum of \$200.00 for the full session or \$100.00 for each day attended or the amount set by the Child Support Enforcement Agency.

NOW, THEREFORE, the parties have executed this Contract in triplicate originals, one to be retained by the Attorney, one to be retained by the Agency, and one to be filed with the Child Support Enforcement Section, Division of Social Services, Department of Human Resources, Raleigh, North Carolina.

This 7th day of October, 1991.

BY: /s/ Don W. Viets, Jr.  
Attorney at Law  
Lee, Lee & Viets, Attorneys

BY: /s/ Lynwood Norris  
Chairman  
County Board of Commissioners

**BUDGET AMENDMENTS - HEALTH DEPT.**

A motion was made by Commissioner Dew, seconded by Commissioner Worley and passed unanimously to approve the following budget amendments for the Health Department:

Increase 10-348-1501 Environmental Health \$ 750.00

(food and lodging)

To be expended:

10-590-02 Salaries 750.00

Increase 10-348-1501 Environmental Health 6,000.00  
(state funds)

To be expended:

10-590-02 Salaries 4,900.00

10-590-05 FICA 500.00

10-590-07 Retirement 600.00

**BUDGET AMENDMENT - NON-DEPARTMENTAL**

A motion was made by Commissioner Dew, seconded by Commissioner Worley and passed to approve a budget amendment appropriating funds in the amount of \$4,950.00 from Non-Departmental - Contingency (10-660-9999) to be expended in Emergency Management - Capital Outlay-Vehicle (10-525-7400).

AYES: Commissioners Richardson, Norris, Worley, and Dew

NOES: Commissioner Koonce

The motion passed by a 4-1 vote.

POLICY - PROCEDURE FOR PURCHASING

A motion was made by Commissioner Koonce, seconded by Commissioner Richardson and passed unanimously to direct the Administrator, Roy L. Lowe, to draft a policy on purchasing procedures for Columbus County and present to the Board on November 4, 1991, for consideration of adoption.

APPOINTMENT - COLUMBUS COUNTY SAFETY COMMITTEE

A motion was made by Commissioner Worley, seconded by Commissioner Dew and passed unanimously to appoint Howard Turbeville to serve on the Columbus County Safety Committee.

APPOINTMENT - FIRE INSPECTOR

A motion was made by Commissioner Richardson, seconded by Commissioner Dew and passed unanimously to appoint Jimmy Jackson, Columbus County Fire Marshal, to serve as the Columbus County Fire Inspector.

INSPECTIONS FEE - FIRE INSPECTIONS PROCEDURE POLICY ADOPTED

A motion was made by Commissioner Worley, seconded by Commissioner Richardson and passed unanimously to adopt the Columbus County Fire Inspection Procedure as presented with the stipulation that the Fee Schedule - New Construction will be a minimum fee of \$25.00 instead of \$35.00 collected for all applicable buildings up to 5,000 square feet.

**COLUMBUS COUNTY FIRE INSPECTION PROCEDURES  
NORTH CAROLINA STATE BUILDING CODE VOLUME (V)**

G. S. 143-138 N. C. State Building Code, Volume (V) Fire Prevention effective July 1, 1991. Building Code regulates activities and conditions in building, structures, and premises that pose danger of fire explosion, or related hazards. The Fire Prevention Code shall be considered the minimum standards necessary to preserve and protect public health and safety.

I. \* The Fire Code requires new construction of hazardous or assembly type facilities, example: Lumber stores, repair garages, places of assembly, obtain fire code permit and meet all code requirements. This code will be enforced in the municipalities through the existing building code enforcement contracts and agreements with the municipalities.

II. \* Existing building shall meet the Fire Code requirements.

III. \* N. C. General Statutes Governing Fire Inspections.

1. Fire Code Procedures (New Construction)

Effective July 1, 1991, the State Building Code Council adopted Section (V) Fire Prevention Code. This code requires certain new commercial building acquire a fire code permit and meet all Fire Code requirements. The following procedures will be followed by the County Fire Inspector and building owner or occupant to comply with code requirements.

Building Inspection Department will submit any specifications to the Fire Code Official for review. If the Fire Code Official determines a permit is required, he/she shall issue a permit for the structure, after approving plans and specifications per fire code.

2. Permits shall be issued at the Building Inspections Department per adopted fee schedule.

3. Fire Code Inspector shall inspect in accordance with Fire Code requirements.

4. Fee Schedule - New Construction

(a) A minimum of \$25.00 fee will be collected for all applicable buildings up to 5,000 square feet in size.

- (b) An additional \$.01 per square foot will be collected for building in excess of 5,000 square feet.

## II. Fire Code Procedures (Existing Building)

- (A) The Fire Code Official shall conduct Fire Code Inspections at all hazardous type facilities, places of assembly, day care centers, schools, foster homes, group homes, hospitals, nutrition sites, governmental facilities and other regulated occupancies which require inspections.

1. These inspections will be conducted on an annual basis, unless more frequent inspections are required for that occupancy.
2. The Fire Code Inspector shall inspect in accordance with the Fire Code requirements.
3. There will be no charge for these inspections.

- (B) The Fire Code Official will conduct Fire Code Inspections at any other occupancies where inspections are required for insurance or other purposes.

1. The Fire Code Inspector shall inspect in accordance with the Fire Code requirements.
2. There will be no charge for these inspections.

- (C) The Fire Code Official shall conduct a Fire Code Inspection at any location within his/her jurisdiction where there is reason to believe that Fire Code violations may exist.

1. These inspections will be made in an effort to insure the safety of the citizens of Columbus County and to eliminate and inform the owner/occupant of the requirements of the Fire Code.
2. The Fire Code Inspector shall inspect in accordance with the Fire Code requirements.
3. There will be no charge for these inspections.

- (D) Any violations or deficiencies noted during the Fire Code Inspection will be reported to the owner and/or occupants (whichever applicable) both orally and in writing along with the requirements to correct the deficiency or violation per Code requirements. If the violations/deficiencies are not corrected as required by the Fire Code, the procedures in North Carolina General Statute 153A-371 (failure to comply with order) will be followed.

## III. Additional General Statute Governing Fire Inspection:

58-79-20: Inspection of premises; dangerous material removed.

153A-364: Periodic inspections for hazardous or unlawful conditions.

115-150-1: Inspection of Schools for Fire Hazards.

North Carolian Department of Human Resources requires rest homes, nursing homes, day care centers, foster homes meet the North Carolina Fire Code Standards and require annual inspections.

Adopted this 7th day of October, 1991 and effective July 1, 1991.

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

ATTEST:

/s/ Roy L. Lowe, Administrator

## HOLIDAYS - 1992 SCHEDULE

A motion was made by Commissioner Koonce, seconded by Commissioner Dew and passed unanimously to adopt the following 1992 Holiday Schedule for County employees. These are the same holidays that the State is observing.



New Year's Day	January 1, 1992
Martin Luther King, Jr.'s. Birthday	January 20, 1992
Good Friday	April 17, 1992
Memorial Day	May 25, 1992
Independence Day	July 3, 1992
Labor Day	September 7, 1992
Veteran's Day	November 11, 1992
Thanksgiving	November 26 & 27, 1992
Christmas	December 23, 24 & 25, 1992

#### TAX RELEASES & REFUNDS

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

Alma M. Blake; unidentified tract double-listed to Lloyd Porter. Amount \$529.14, valuation \$67,890, years 1982-1991, account #15-02380.

Nancy Shelton Coleman; M-8-39 (1 acre tract) vacant. Mobile home and additions removed. Amount \$123.76, valuation \$16,800, account #03-03840.

Frederick Payne Cook, Jr.; 2 acre tract, unidentified, double-listed to Dan Meares Heirs, account #15-26440, Map Z-1-33. Amount \$49.32, valuation \$7,200, years 1990, 91, account #15-10023.

Edward Earl Davis; storage bins double-listed on S-2-45. Amount \$4.50, valuation \$600, year 1991, account #04-03120.

Jimmy Lee and Doris Fowler; D-9-34, carport does not exist; also portion of house changed to double-carport. Amount \$55.89, valuation \$8,100, year 1991, account #16-04940.

Elvine Gore; property unidentified/record search. Does not exist. Amount \$789.79, valuation \$99,700, years 1982-91, account #03-09080.

Margaret Holloway; mobile home affixed on H-3-92, also listed on personal property. Amount \$77.42, valuation \$11,220, year 1991, account #12-12286.

Charlotte M. & Leslie J. Hotte; mobile home affixed on V-4-91C, also listed on personal property. Amount \$126.06, valuation \$18,270, year 1991, account #15-18805.

Roy & Joan Ivey; mobile home already listed on #12-13102, same name and taxes paid. Amount \$94.53, valuation \$9,710, year 1991, account #12-13185.

Kent Place/Whiteville Associates; office furniture and renovation double-listed on separate account 02-05460, Whiteville Associates (Real Property). Amount \$2,650.36, valuation \$384,110, year 1991, account #01-49675.

Annie & John McCoy; mobile home double-listed on real property and personal property. Amount \$184.99, valuation \$26,810, year 1991, account #12-17083.

Willard & Paula V. McPherson; K-4-10A, valuation of house reduced from \$31,000 to \$24,200. (See refunds, years 89 and 90). Amount \$48.28, valuation \$6,800, year 1991, account #01-58005.

Henry & Lou Floy Milligan; M-15-40, house burned December, 1990. Amount \$130.41, valuation \$18,900, year 1991, account #07-12060.

C.O. (Heirs) & Jessie D. Moss; L-5A-1, building burned approximately ten years ago. Amount \$40.81, valuation \$5,300, year 1991, account #14-11380.

Margare Onley; 1 acre tract L-12-81, double-listed on K-13-19, Katherine Anderson. Amount \$20.01, valuation \$2,900, year 1991, account #03-17205.

Allen Prevatte; E-5-31D, leasehold, 80% complete in 1991, combined on E-5-31C. Amount \$13.11, valuation \$1,900, year 1991, account #12-22425.

D.M. & Barbara Pridgen; K-6-12 double-listed to Eugene C. Sasser on K-7B-67. Amount \$60.84, valuation \$7,800, year 1991, account #01-73400.

Thomas Michael & Betty J. Reynolds; J-9-3A, not in the Whiteville Rescue District. Amount \$15.62, valuation \$78,080, year 1991, account #09-24760.

Dennis A. Riege; 1986 Mazda double-billed, receipt 21386 & 21860. Amount \$23.53, valuation \$3,100, year 1991, account #08-15672.

Edith Mae Russell; WH-6-38, did not own house in 1990. Amount \$107.21, valuation \$15,100, year 1991, account #01-78500.

Saint James AME Church; WH-3-1058, tax exempt. Amount \$27.69, valuation \$3,900, year 1991, account #01-78653.

James Harold & Thetus Sessions; house and buildings transferred and rebilled to Linda Averett on #14-00250, map L-4-59B. Amount \$145.36, valuation \$18,400, year 1991, account #14-13363.

Charles & Wanda Smith; G-7-29A, house transferred to Bobby Inman on #13-20771, map G-7-29. Amount \$192.28, valuation \$25,300, year 1991, account #13-36637.

Southern National Leasing Corporation; Motel equipment billed incorrectly. Amount \$345.00, valuation \$50,000, year 1991, account #01-87480.

Michael Von Strickland, Jr.; D-7-14, not in Cerro Gordo Fire District. (Refund for 1989 & 90). Amount \$29.40, valuation \$29,400, year 1991, account #16-14945.

William H. Strong; mobile home priced incorrectly. Amount \$44.71, valuation \$6,480, year 1991, account #11-26394.

B.F. Turbeville; land unidentified per record search. Does not own. Amount \$180.78, valuation \$26,200, year 1991, account #10-17120.

Stephen Van Jr. & Louise Underwood; J-5-97J valuation reduced/grade adjustment. Amount \$46.15, valuation \$6,500, year 1991, account #01-97860.

United States of America/FHA; G-5-26, FHA, owner of property since 5-15-90, tax exempt. G-5-24, FHA, owner of property since 5-15-90, FB-2-206 FHA, owner of property since 8-6-90, tax exempt. Amount \$740.71, valuation \$99,700, year 1991, account numbers, 13-41043 and 10-17430.

Kirby F. Jr. & Hilda Watts; L-12-22 valuation reduced/land use value zoning incorrect. Amount \$95.22, valuation \$13,800, year 1991, account #03-28520.

Elsie S. Worley; D-8-42A, 2.38 acres incorrectly plotted. Amount \$15.87, valuation \$2,300, year 1991, account #16-18170.

Travis L. & Sudie Wright; H-11-12, acreage reduced from 25 acres to 18.26 acres (6.74 acres sold to Board of Education). Amount \$20.25, valuation \$2,700, year 1991, account #09-36460.

Hubert S. Bullock % Jane Britt; failed to receive the disability exemption on lot FB-2-126 where mobile home was located. Amount \$13.80, valuation \$2,000, year 1991, account #10-02000.

Golia Ellis; failed to receive the Senior Citizens' exemption on mobile home. Amount \$6.90, valuation \$1,000, year 1991, account #13-11990.

Jesse Garrell; failed to receive the Senior Citizens' exemption on mobile home located on F-5-46. Amount \$22.67, valuation \$2,870, year 1991, account #12-08880.

Edna P. Jenkins; failed to receive the Senior Citizens' exemption on mobile home. Amount \$25.19, valuation \$3,650, year 1991, account #10-09465.

George W. Nunnery; failed to receive the disability exemption on lot and house L-2-9. Amount \$92.40, valuation \$12,000, year 1991, account #14-11560.

Lucille & U.V. Sellers; failed to receive Senior Citizens' exemption on lot and house located on I-8-92. Amount \$92.40, valuation \$12,000, year 1991, account #01-80860.

Robert T. & Helen Soles; failed to receive the Senior Citizens' exemption on mobile home. Amount \$35.26, valuation \$5,100, year 1991, account #09-27573.

Gertha Nealey, Jr.; failed to receive the Senior Citizens' exemption on lot and house G-10-134. Amount \$90.00, valuation \$12,000, year 1991, account #09-21560.

Bell-Lease (Bell Pontiac); 1987 GMC not in Columbus County. Amount \$152.73, valuation \$7,050, year 1989, account #17-01689.

Shelia Eugenia Campbell; 1980 Buick and 1981 Jeep double-listed on #17-2315, Ernie Lee and Shelia Powell. Amount \$148.17, valuation \$6,440, year 1989, account #17-05812.

Brenda Smith Todd; 1976 Ford Truck double-listed, Bennie Todd on #13-40120. Amount \$21.76, valuation \$2,300, year 1986, account #17-37730.

Michael Gregory Sasser; 1978 Pontiac listed in Bladen County. Amount \$123.02, valuation \$2,300, year 1988, account #17-32175.

Malichia Ward; penalty already imposed on #17-39137, Ernestine Williamson Ward. Amount \$101.51, valuation \$1,470, year 1990, account #17-39315.

Elzerivan Daniels, Jr.; 1981 Buick listed in Bladen County. Amount \$115.93, valuation \$2,130, year 1990, account #17-08473.

Release the following user fees for 1991:

NAME	AMOUNT	ACCOUNT NO.
Wayne S. & Grace Austin	\$30.00	15-01060
Miss Nellie Batten	30.00	11-01920

<i>W.D. Batten Heirs (Trust)</i>	30.00	11-02160
<i>Mrs. Ruth Canady</i>	30.00	03-02580
<i>Arthur R. Carter</i>	18.00	13-06999
<i>John Henry Cook</i>	30.00	09-04940
<i>J.B. &amp; Lydia A. Cribb</i>	30.00	09-05660
<i>Vera Tyree Cucksey</i>	30.00	03-04340
<i>Edward Earl, Hubert &amp; Charles Davis</i>	30.00	04-03123
<i>Mr. &amp; Mrs. Raymond P. Dubay</i>	30.00	11-08120
<i>Cecil F. &amp; Doris Edwards</i>	30.00	01-22960
<i>Polly B. Edwards (Apts.)</i>	36.00	01-23420
<i>Thomas P. &amp; Barbara Freed</i>	30.00	12-08700
<i>Jesse Garrell</i>	30.00	12-08880
<i>Jackie W. &amp; Gloria Gore</i>	30.00	03-09200
<i>Harvey M. Hargrave</i>	30.00	15-17440
<i>Joseph &amp; Bonnie Hinson</i>	30.00	07-08560
<i>Margaret Holloway</i>	30.00	12-12286
<i>Homers Cleaners</i>	18.00	01-42780
<i>Charlotte M. &amp; Leslie Hotte</i>	30.00	15-18805
<i>Roy &amp; Joan Ivey</i>	30.00	12-13185
<i>Clara R. Keistler</i>	18.00	07-09960
<i>Annie &amp; John E. McCoy</i>	30.00	12-17083
<i>Carl and Mary McPherson</i>	30.00	09-18080
<i>Henry &amp; Lou Floy Milligan</i>	30.00	07-12060
<i>Jessie Ray &amp; Linda P. Noble</i>	30.00	04-12320
<i>Annie Jo Norton</i>	30.00	16-12045
<i>Frances M. Owens</i>	30.00	15-28860
<i>Nehemiah Powell Heirs</i>	30.00	11-21260
<i>Allen Prevatte</i>	30.00	12-22425
<i>Bonnie Ray &amp; Bobby Pridgen</i>	30.00	01-73260
<i>Herbert L. &amp; Eleanor Pridgen</i>	30.00	01-73540
<i>Edith Mae Russell</i>	18.00	01-78500
<i>Ella Singletary</i>	30.00	07-14700
<i>Bertha D. Smalls</i>	30.00	15-34360
<i>Charles &amp; Wanda Smith</i>	30.00	13-36637
<i>Genevieve Stephens</i>	30.00	03-24025
<i>Donald Carol &amp; Janice Stewart</i>	18.00	13-38260
<i>Khonia A. &amp; Judy B. Tyree</i>	30.00	09-01990
<i>United States of America/FHA</i>	18.00	10-17430
<i>United States of America/FHA</i>	30.00	13-41043
<i>Roshier &amp; Margaret Watts</i>	18.00	06-42700
<i>Mrs. Minnie P. White</i>	30.00	05-07520
<i>William C. &amp; Ann Willoughby</i>	30.00	12-32380

Joe & Jenny Wilson	30.00	11-30320
Miss Mae Worley	30.00	10-19220

The following Tax Listings are to be cancelled. Discount (2%) presented after 8-31-91, not absorbed by computer; for year 1991.

NAME	AMOUNT	ACCOUNT NO.
Grace D. Batchelor	\$3.01	01-03610
Thurston & Doris Butler	1.90	01-11377
Carls Body Shop & Used Cars	5.07	06-04340
Ola Leigh G. Cox	6.06	07-02840
El Rancho Motel Corp.	46.43	09-07730
Lula Marie Faulk % Janie M. Faulk	1.42	07-04061
Hartwell B. & Marie Formyduval	1.51	03-07620
Paul Cevy & Catherine Gore	3.53	07-07020
Thomas J. & Dorothy Gore	1.65	03-09580
Joseph W. & Lois Griffin	3.19	01-35440
Tony & Frances Inderlin	2.47	14-07163
Mary D. & Wade McKenzie	2.00	13-26065
James David & Virginia Norris	3.76	01-66280
Mildred & H.G. Reeves	8.73	01-75541
Burton L. Slaughter	.98	03-21148
W. Paul & Bernice Stephens	11.49	09-29440
C.I. Stevens	1.10	01-89780
Jackie Ray White	3.20	07-19000

Ordered: that a tax refund check be issued to Ruth Wright Brown, Route 1, Box 78, Tabor City, NC 28463, in the amount of \$70.59, for year 1991. Failed to receive the Senior-Citizens' exemption on lot and house, Map H-11-60. Account #09-01640.

Ordered: that a tax refund check be issued to William R. Gore, Route 1, Box 165, Tabor City, NC 28463, in the amount of \$6.85, for years 1990 and 1991. Per records, acreage of map H-13-47A reduced from 34.02 to 31.98 acres. Account 06-15443.

Ordered: that a tax refund check be issued to Lacy Carl Hayes, Route 3, Box 10, Chadbourn, NC 28431, in the amount of \$30.00, for year 1991. Billed with two user fees instead of one. Account #13-18380.

Ordered: that a refund check be issued to Willard & Paula V. McPherson, 304 Inman Lake Road, Whiteville, NC 28472, in the amount of \$93.84, for years 1989 and 1990. Valuation of house located on K-4-10A reduced from \$31,000 to \$24,200. Valuation \$13,600, account #01-58005.

Ordered: that a tax refund check be issued to Myrtle Desk Company, % Property Tax Department, P.O. Box 2490, High Point, NC 27261, in the amount of \$3,909.73, for year 1991. Pollution abatement/exemption, personal property. Valuation \$514,437, account #13-28545.

Ordered: that a tax refund check be issued to Michael Von Strickland, Jr., Route 1, Box 215, Cerro Gordo, NC 28430, in the amount of \$60.20, for years 1989 and 1990. D-7-14, not in Cerro Gordo Fire District. All taxes paid through 1990. Account #16-14945.

Ordered: that a tax refund check be issued to Willard Hansen White, Route 1, Box 121, Whiteville, NC 28472, in the amount of \$217.26, for year 1991. Double-wide mobile home listed as personal property and real property. Taxes prepaid for 1991. Valuation \$30,600, account #02-05362.

**EXECUTIVE SESSION**

At 8:50 P.M., A motion was made by Commissioner Richardson, seconded by Commissioner Worley and passed unanimously to enter into executive session to discuss an attorney/client litigation.

**RESUME REGULAR SESSION**

At 9:35 A.M., a motion was made by Commissioner Worley, seconded by Commissioner Koonce and passed unanimously to resume regular session.

No action was taken.

**ADJOURNMENT**

Immediately, thereafter, a motion was made by Commissioner Koonce, seconded by Commissioner Richardson and passed unanimously to adjourn the meeting.

APPROVED:

  
Clerk to the Board

  
Chairman