

### SAMPSON COUNTY BOARD OF COMMISSIONERS MEETING AGENDA May 5, 2014

5:00 pm	Dinner and Annual Report to the People - Cooperative Extension Service	
Tab 1	Adoption and Presentation of Centennial Proclamation	1 - 3
7:00 pm	Convene Regular Meeting (County Auditorium) Invocation and Pledge of Allegiance Approve Agenda as Published	
	Roads	
Tab 2	Planning and Zoning Items  a. <u>RZ-4-14-1:</u> Request to Rezone Approximately 40,000 Square Feet Located Along Dunn Road from RA-Residential Agricultural to C-Commercial	4 - 8
	<ul> <li>b. <u>TA-4-14-1:</u> Request to Amend Section 12 of the Sampson County Zoning Ordinance – Definitions and Word Interpretations</li> </ul>	
Tab 3	Action Items	
	a. Consideration of Eastpointe LME Local Business Plan	9 - 47
	b. Appointments	48 - 51
	<ul> <li>Workforce Development Board (private sector representative)</li> </ul>	
	<ul> <li>RPO- RTAC (municipal representative to replace Roland Hall)</li> </ul>	
	Local Emergency Planning Committee	
	<ul> <li>Sampson Community College Board of Trustees</li> </ul>	
Tab 4	Consent Agenda	52
	<ul> <li>a. Adopt a proclamation declaring May as Mental Health Month in Sampson County</li> </ul>	53
	b. Approve, as a second reading, the Sampson County Animal Control Ordinance	Separate document
	c. Adopt a resolution supporting the allocation of state funding for drainage improvements and resurfacing of the parking lot and driveways for the Clement Fire Volunteer Fire and EMS, Clement Volunteer EMS and Rescue and Community Building facilities	54
	d. Approve the execution of the Field Internship Agreement between Wayne Community College and Sampson County EMS	55 - 60
	e. Approve post-approval documentation for the 2014 Single Family Rehab (SFR) Grant Program, including: Assistance Policy, Procurement and Disbursement Policy, and Service Agreement	61 - 91
	f. Consider approval of late application for present use value (Skinner)	92 - 97

### Consent Agenda, continued

	g. Approve tax refunds	98 - 109
	h. Approve budget amendments	110 - 127
Tab 5	Board Information	128
	<ul> <li>Recognition of Tax Administration for Completion of Certification as Tax Collector</li> </ul>	129
	County Manager Reports	
Tab 6	Public Comment Period (See policies and procedures in agenda.)	130
	Adjournment	

### **OUR PUBLIC CHARGE**

The Board of Commissioners pledges to the citizens of Sampson County its respect. The Board asks its citizens to likewise conduct themselves in a respectful, courteous manner, both with Board members and fellow citizens. At any time should any member of the Board or any citizen fail to observe this public charge, the Chair (or presiding officer) will ask the offending person to leave the meeting until that individual regains personal control. Should decorum fail to be restored, the Chair (or presiding officer) will recess the meeting until such time that a genuine commitment to this public charge is observed. All electronic devices such as cell phones, pagers, and computers should please be turned off or set to silent/vibrate.

### SAMPSON COUNTY BOARD OF COMMISSIONERS

ITEM ABSTRACT	<u>ITEM NO.</u> 1 (a)				
Meeting Date: May 5, 2014	Information Only  X Report/Presentation  X Action Item Consent Agenda  Public Comment Closed Session Planning/Zoning Water District Issue				
SUBJECT:	Adoption and Presentation of Centennial Proclamation				
DEPARTMENT:	Cooperative Extension Service				
PUBLIC HEARING:	No				
CONTACT PERSON:	Eileen Coite, Cooperative Extension Service Director				
PURPOSE:	To attend the annual dinner at Cooperative Extension and hear their annual <i>Report to the People</i> ; to adopt a proclamation honoring Cooperative Extension Service on their Centennial Celebration				
ATTACHMENTS:	Proclamation				
BACKGROUND:	Each year, our Cooperative Extension staff host the Board, County management and Finance staff, along with community volunteers, for an annual dinner and <i>Report to the People</i> presentation of their accomplishments for the year.				
	As this year marks the centennial of the signing of the Smith-Lever Act which established Cooperative Extension Service, we take this opportunity to recognize, honor and celebrate the milestone by resolution. Once the Board votes to approve the resolution, the Chairman can present the proclamation to Ms. Coite and her staff.				
RECOMMENDED ACTION OR MOTION:	Adopt the resolution and present the proclamation to the CES Director and staff				





## A Centennial Proclamation MAY 5, 2014 SAMPSON COUNTY BOARD OF COMMISSIONERS

WHEREAS, May 8, 2014 marks the Centennial of the signing of the Smith-Lever Act which established Cooperative Extension, the nationwide transformational education system operating through land grant universities in partnership with federal, state and local governments; and

WHEREAS, U. S. Senator Hoke Smith of Georgia and U.S. Representative A.F. Lever of South Carolina authored the Smith-Lever Act to expand the "vocational, agricultural and home demonstration programs in rural America" by bringing the research-based knowledge of the land-grant universities to the people where they live and work; and

WHEREAS, the North Carolina Cooperative Extension in Sampson County is a critical component of the three part land-grant university mission and works collaboratively with research and academic programs associated with the North Carolina State University and North Carolina A&T State University to reach traditional and underserved audiences in all communities across North Carolina; and

WHEREAS, the Cooperative Extension System continues to receive federal programmatic leadership and support enabled by the Smith Lever Act and other legislation through the U.S. Department of Agriculture's National Institute of Food and Agriculture; and

**WHEREAS,** the Smith-lever Act requires a partnership between county, state and federal governments and encourages priorities be established locally to meet the needs of each county; and

WHEREAS, North Carolina Cooperative Extension education disseminated through Sampson County for agriculture producers has helped establish North Carolina as a leading agriculture producing state; 4-H youth development has reached millions of youth and helped prepare them for responsible adulthood by equipping them with citizenship and leadership skills; family and consumer sciences has prepared people for healthy, productive lives and breaking the cycle of poverty; and

WHEREAS, North Carolina Cooperative Extension in Sampson County engages with rural and urban learners through practical, community-based and online approaches, resulting in acquisition of knowledge, skills and motivation to strengthen the profitability of animal and plant production systems, protect natural resources, help people make healthful lifestyle choices, ensure a safe and abundant food supply, encourage community vitality and prepare the next generation of leaders

**NOW THEREFORE**, be it resolved, that the Sampson County Board of Commissioners:

- Recognizes the significance of the Smith-Lever Act to the establishment of Cooperative Extension nationwide;
- Encourages the people of Sampson County to observe and celebrate the centennial with a focus on congratulating the accomplishments of the past 100 years and ensuring a thriving future for Cooperative Extension

- Honors the local Extension Agents and university faculty who dedicate careers to providing trusted
  education to help people, families, youth, businesses and communities solve problems, develop skills and
  build a better future
- Thanks Cooperative Extension volunteers who provide thousands of hours to promote excellence for 4-H, Master Gardeners, family and consumer sciences and other programs in their communities;
- Encourages continued collaboration and cooperation among federal, state and local governments to ensure Cooperative Extension's sustainability as the nation's premiere nonformal educational network; and
- Celebrates millions of youth, adults, families, farmers, community leaders and others who engage in Cooperative Extension learning opportunities designed to extend knowledge and change lives.

**PROCLAIMED** this the 5<sup>th</sup> day of May in the year 2014.

\_\_\_\_\_

Jefferson B. Strickland, Chairman
SAMPSON COUNTY BOARD OF COMMISSIONERS

### SAMPSON COUNTY BOARD OF COMMISSIONERS

ITEM AE	3STRACT		ITEM NO.		2 (a-b)
Meeting Date:	May 5, 2014	<u>x</u>	Information Only Report/Presentation Action Item Consent Agenda	x	Public Comment Closed Session Planning/Zoning Water District Issue
SUBJECT:	Planning Issu	ues			

DEPARTMENT: Clinton-Sampson Planning and Zoning

PUBLIC HEARING: Yes - all

CONTACT PERSON: Mary Rose, Planning Director

PURPOSE: To consider actions on planning and zoning items as recommended

by Planning Board

ATTACHMENTS: Planning Staff Memorandum; Maps

BACKGROUND: BACKGROUND: continued

- a. **RZ-4-14-1** Planning staff will review a request to rezone approximately 40,000 square feet located along Dunn Road from RA-Residential Agriculture to C-Commercial. The Planning Board has heard certain findings of fact (as shown in attached documents) and determined that the request was consistent with the goals and objectives of the Sampson County Land Use Plan and other long range planning documents due to the fact this property is located in close proximity to existing commercial development. Based upon these findings, the Planning Board unanimously recommended **approval** of the rezoning request and the adoption of a zoning consistency statement.
- b. <u>TA-4-14-1</u> Planning staff will review a request to amend Section 12 of the Sampson County Zoning Ordinance with regard to Definitions and Word Interpretations. The Planning Board unanimously recommended that Section 12 be amended as follows:

**Renewable Energy Facility**: A facility, other than a hydroelectric power facility with a generation capacity of more than 10 megawatts, that either:

- A. Generates electric power by the use of a renewable energy resource.
- B. Generates useful, measurable combined heat and power derived from a renewable energy resource.
- C. Is a solar thermal energy facility. (**ZA-6-08-1**)

### RECOMMENDED ACTION OR MOTION:

- a. Motion to <u>approve</u> rezoning request RZ-4-14-1, accepting the presented findings of fact and making the following zoning consistency statement: Whereas, in accordance with the provisions of North Carolina General Statute 153A-341, the Sampson County Board of Commissioners does hereby find and determine that the recommendation of the ordinance amendment RZ-4-14-1 is consistent with the goals and objectives of the Sampson County Land Use Plan and other long range planning documents due to the fact this property is located in close proximity to existing commercial development.
- b. Motion to <u>approve</u> text amendment TA-4-14-1 as recommended by the Planning Board.

### MEMORANDUM

CLINTON-SAMPSON PLANNING AND DEVELOPMENT 227 LISBON STREET CLINTON, NC 28328

**To**: Ed Causey, County Manager **From**: Mary M. Rose, Planning Director

Subject: April 21, 2014 Sampson County Planning and Zoning Board Meeting -

County Board of Commissioners May 5, 2014 Agenda Item

**Date**: April 23, 2014

The following requests were addressed by the Planning and Zoning Board at their April 21, 2014 meeting:

<u>RZ-4-14-1</u> - A rezoning request by William Smith to rezone approximately 40,000 square feet located along Dunn Road from RA-Residential Agriculture to C-Commercial was unanimously recommended by the Board with the following findings of fact and zoning consistency statement:

### **Findings of Fact:**

- 1. William Smith has signed the rezoning application as the applicant.
- 2. This rezoning will include approximately 40,000 square feet as shown on the location map.
- 3. The property is currently zoned RA-Residential Agriculture District. (see attached site map)
- 4. This property is located along Dunn Road. The properties to the north, south, east, and west are zoned RA-Residential Agriculture.
- 5. The proposed site is 300 feet from the intersections of Dunn Road and Tyndall Bridge Road where existing commercial property is located.
- 6. In Section 1 of the Sampson County Land Use Plan, economic growth and commercial activities are encouraged at existing intersections.
- 7. All adjacent property owners within 100' have been notified by mail.

#### **Zoning Consistency Statement:**

Whereas, in accordance with the provisions of North Carolina General Statute 153A-341, the Sampson County Planning Board does hereby find and determine that the recommendation of the ordinance Amendment RZ-4-14-1 is consistent with the goals and objectives of the Sampson County Land Use Plan and other long range planning documents due to the fact this property is located in close proximity to existing commercial development

<u>TA-4-14-1</u> - A text amendment request by Sampson County to amend Section 12. Definitions and Word Interpretations of the Sampson County Zoning Ordinance was unanimously recommended for approval as follows:

### **Existing**

**Renewable Energy Facility**: A facility, other than a hydroelectric power facility with a generation capacity of more than 10 megawatts, that either:

- A. Generates electric power by the use of a renewable energy resource.
- B. Generates useful, measurable combined heat and power derived from a renewable energy resource.
- C. Is a solar thermal energy facility. (**ZA-6-08-1**)

### **Proposed**

**Renewable Energy Facility**: A facility, other than a hydroelectric power facility with a generation capacity of more than 10 megawatts, that either:

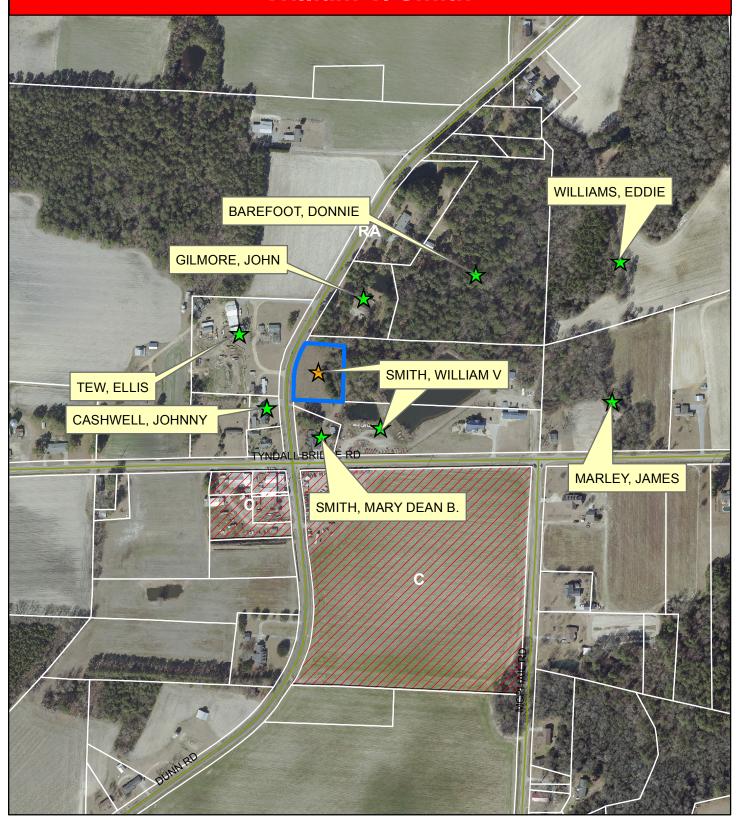
- A. Generates electric power by the use of a renewable energy resource.
- B. Generates useful, measurable combined heat and power derived from a renewable energy resource.
- C. Is a solar thermal energy facility. (ZA-6-08-1)

Please contact our office with any questions or comments.

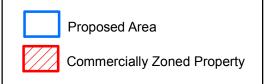
cc: Susan Holder, Assistant County Manager

attachments

### RZ-4-14-1 RA to C William V. Smith







### SAMPSON COUNTY BOARD OF COMMISSIONERS

ITEM ABSTRAC	Γ	ITEM NO.	3 (a)		
Meeting Date: May 5,	2014 <u>x</u>	Information Only Report/Presentation Action Item Consent Agenda	Public Comment Closed Session Planning/Zoning Water District Issue		
SUBJECT:	Consideration of Eas	stpointe LME Local Busines	s Plan		
DEPARTMENT:	Eastpointe LME (Me	ental Health)			
PUBLIC HEARING:	No				
CONTACT PERSON:	Ken Jones, LME Area Director				
PURPOSE:	To hear a presentation on the Local Business Plan for 2013-2016				
ATTACHMENTS:	Draft of LBP 2013-2016; PowerPoint; Budget Materials				
BACKGROUND:	and local initiatives North Carolina's set will discuss anticipa services, and what the	ector Ken Jones will be presof the Local Business Plan of the Local Business Plan of the Department with the Department of the Structure hat means for Sampson Coulanancial report for the period	developed as a result of nt of Justice in 2012. He of mental health anty locally. Mr. Jones		
	draft Local Business	Mr. Jones will request that Plan. Commissioner Kirby e Eastpointe Board of Direc his matter.	serves as the County		
RECOMMENDED Approve the Local Business Plan as presented and requested ACTION OR					

MOTION:

### **Mission Statement**

Eastpointe works together with individuals, families, providers, and communities to achieve valued outcomes in our behavioral healthcare system.



# Functions of the LME/MCO

24/7/365 Access to Care

**Review of Service Requests** 

Care Coordination

Provider Network Development / Monitoring

**Grievance and Appeals** 

Quality Improvement (Data Driven)

Other Business Ops (IT, HR, Finance, etc)

Claims Processing / Provider Payment



# Business Plan Initiatives (Highlights)

- Transition to Community Living (DOJ Settlement)
- Reduce Crisis and ER wait time
- Identify high cost/high need clients of both behavioral health and physical health
- Decrease readmission rates into hospitals
- Maintain Provider Network that meets needs
- Link individuals with an Intellectual / Developmental Disability who are on the registry of unmet needs to services.
- Move children who are in Psychiatric Rehabilitation Treatment Facilities closer to home.



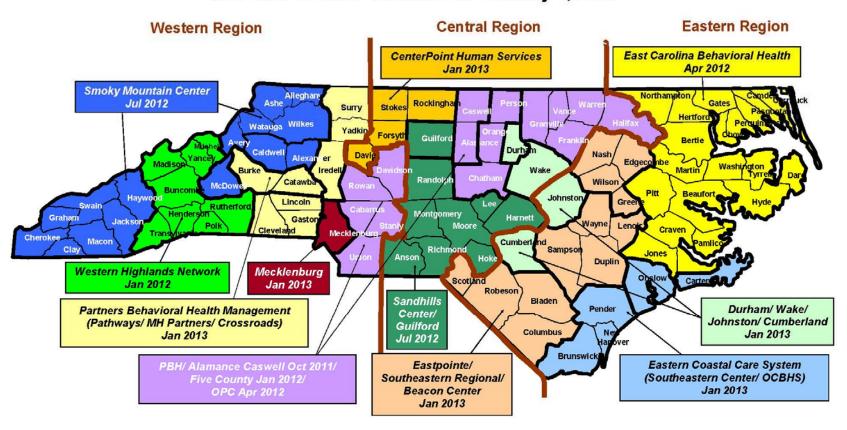
## Where is the State going

Managing Integrated Care

Fewer MCO's (4) Regional (support a Public Option plan....Secretary of Health and Human Services reports to the General Assembly her recommendation in March 2014.)



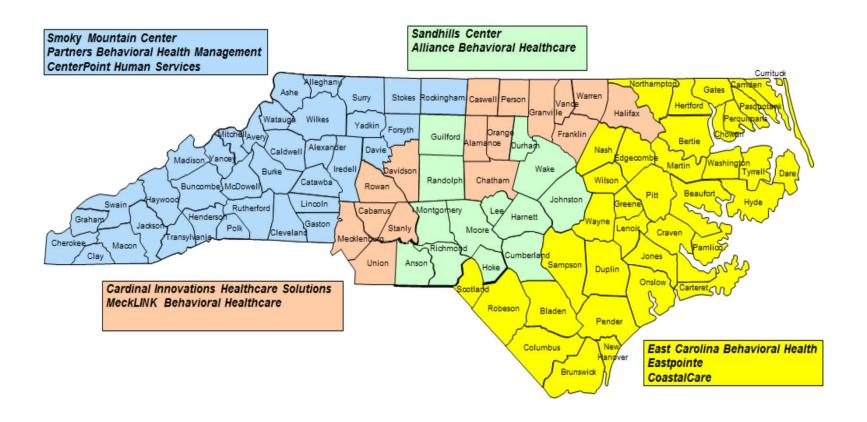
### Proposed Local Management Entity - Managed Care Organizations (LME-MCOs) and their Member Counties on January 1, 2013



Unless otherwise indicated, the LME name is the county name(s). The lead LME name for the proposed LME-MCO is shown first. Dates shown are the planned Waiver start dates. Reflects plans as of February 9, 2012.



### Proposed Local Management Entity - Managed Care Organizations (LME-MCOs) As of 12/13/13





### What do we maintain

- Culture of the Organization
  - Customer Service
  - Professional, fair, and systematic approach of ensuring our members get the right service, the right amount, and at the right time.
  - Local Presence
  - Care and Support of Staff
  - Vision of being a business that provides managed care, stays connected to the member and is a good steward of the public funds.



## Financial Report January 1, 2013 – December 31, 2013

Total Revenues \$282,950,149

Total Risk Reserve/Expense \$278,522,350

Earnings from Operations \$ 4,427,799



12/31/2013							
				١.,			
Tatal Darditability			Medicaid	No	on-Medicaid		Grand
Total Profitability	DEVENUE A EVDENOEA		Subtotal		Subtotal		Total
Line #	REVENUE & EXPENSES						
4	REVENUES		004 400 040		10.010.700		040.050.544
1	Service Revenue	\$	231,439,842	\$	16,818,702	\$	248,258,544
2	Administrative Revenue	\$	26,943,640	\$	2,432,569	\$	29,376,209
3	Risk Reserve Revenue	\$	5,257,653			\$	5,257,653
4	Other Income/Revenue	\$	13,993	\$	43,750	\$	57,743
5	TOTAL REVENUES	\$	263,655,128	\$	19,295,021	\$	282,950,149
	Service Expenses						
6	Inpatient	\$	6,941,794	\$	-	\$	6,941,794
7	Community Support	\$	2,460,767	\$	-	\$	2,460,767
8	BH Long-Term Residential	\$	9,259,112	\$	-	\$	9,259,112
9	PRTF	\$	8,207,917	\$	-	\$	8,207,917
10	Case Management	\$	-	\$	-	\$	
11	Outpatient	\$	18,616,419	\$	-	\$	18,616,419
12	ACTT	\$	6,471,205	\$	-	\$	6,471,205
13	MST	\$	524,719	\$	-	\$	524,719
14	IIHS	\$	24,824,042	\$	-	\$	24,824,042
15	Partial Hosp/Day Tx	\$	9,402,374	\$	-	\$	9,402,374
16	Psych Rehab	\$	7,920,257	\$	-	\$	7,920,257
17	Crisis Services	\$	866,206	\$	-	\$	866,206
18	Innovations	\$	52,752,547	\$	-	\$	52,752,547
19	ICF/MR	\$	62,006,992	\$	-	\$	62,006,992
20	1915 (b)(3) Services/(Other for Non-Medicaid)	\$	21,847	\$	16,596,876	\$	16,618,723
21	Incurred But Not Reported Claims Expense	\$	21,185,051	\$	· · · · -	\$	21,185,051
22	Prior Period Incurred But Not Reported Claims Adjustments	\$	· · · · -	\$	-	\$	í í
23	Total Service Expenses	\$	231,461,249	\$	16,596,876	\$	248,058,125
	Recoveries						
24	TPL/COB Recoveries	\$	279,895	\$	101,713	\$	381,608
25	Fraud and Abuse Recoveries	\$	-	\$	-	\$	
26	Other Recoveries (describe)	\$	-	\$	-	\$	
27	TOTAL NET SERVICE EXPENSES	\$	231,181,353	\$	16,495,163	\$	247,676,516
	Administrative Expenses						
28	Salary & Wages	\$	7,277,441	\$	1,031,578	\$	8,309,019
29	Payroll Benefits & Expenses	\$	2,336,375	\$	472,998	\$	2,809,374
30	Professional Services	\$	2,218,890	\$	289,758	\$	2,508,649
31	Supplies & Materials	\$	991,102	\$	127,683	\$	1,118,785
32	Travel & Vehicles	\$	128,805	\$	18,458	\$	147,263
33	Utilities & Postage	\$	555,912	\$	81,043	\$	636,955
34	Capital Expenses	\$	77,164	\$	12,077	\$	89,241
35	Other Expenses	\$	429,460	\$	61,779	\$	491,239
36	DD Treatment Planning	\$	5,532,859	\$	-	\$	5,532,859
37	MH/SA Treatment Planning	\$	2,783,145	\$	-	\$	2,783,145
38	Property Expenses	\$	1,023,914	\$	137,430	\$	1,161,345
39	Total Administrative Expenses	\$	23,355,067	\$	2,232,806	\$	25,587,873
40	Risk Reserve Set Aside	\$	5,257,961		, , , , ,	\$	5,257,961
41	TOTAL EXPENSES & RISK RESERVE SET-ASIDE	\$	259,794,381	\$	18,727,969	\$	278,522,350
42	EARNINGS FROM OPERATIONS	\$	3,860,747	\$	567,052	\$	4,427,799
43	Other income/(loss)	\$	-,,,,,,,,,,	\$		\$	, ,. ••
44	PROFIT OR (LOSS)	\$	3,860,747	\$	567,052	\$	4,427,799
		Ψ	5,500,7-77	*	501,002	_	.,421,133



LME Name:

### Counties Covered in LME-MCO Catchment:

Bladen, Columbus, Duplin, Edgecombe, Greene, Lenoir, Nash, Robeson, Sampson, Scotland, Wayne, Wilson

2012 LME Catchment Population:804, 0272012 Medicaid Eligibles:178, 6802012 State Funded Consumers:130,911

#### Mission:

Eastpointe works together with individuals, families, providers and communities to achieve valued outcomes in our behavioral healthcare system.

LME Website Link: www.eastpointe.net

Initiatives for Local Business Plan Period 2013-2016

### **Statewide Initiatives**

ACTT/Supported Employment Crisis Service Enhancement Closer to Home (PRTF) IDD Waitlist

### Local Initiatives (please list and prioritize in Rank Order)

Reduce psychiatric readmissions for members/enrollees who use three or more crisis services

Use of Services

Financial status is stable and viable

Claims Reimbursement

**Provider Capacity** 

Provider Enrollment and Practice Standards

Identification & Remediation of Problems
Complaints

LME Name:		Eastpointe LME/N	ИСО					
		nsition to Community Li	<del>_</del>	Lthat apply)		RAI	ET	
GS 122C-115		ive Function Addressed			T	Eurlandina	1	
		Provider Network Dev.		Financial Management	Service Monitoring	Evaluation	Collaboration	Access
		<b>▽</b>	✓	Ц	Ш	Ц	✓	V
Issue:	restrictive se	with Severe and Persiste ettings of their choice. N ccessible to them. Eastp t 9, 2013.	Nany individuals continu	ue to live in long term c	are settings because th	nere are no co	mmunity option	is and
		(insert table or graph i	f necessary)					
		http://www.ncdhhs.go	ov/mhddsas/providers/o	dojsettlement/index.ht	<u>m</u>			
Reasons for A	Action							
In July 2010,	Disability Righ	nts Network made a cor	nplaint regarding North	Carolina's use of Adult	Care Homes for individ	uals with seri	ous mental illne	ss. In
August 2012,	The State of	North Carolina entered	into a settlement with t	the United States Depa	rtment of Justice(USDC	JJ). The purpo	se of the agreen	nent was to
assure that p	ersons with n	nental illness are alllowe	ed to reside in their com	nmunities in the most ir	ntegrated setting of the	eir choice that	is appropriate to	o meet
their needs.	Eastpointe Lo	ocal Management Entity	/Managed Care Organiz	ration (LME/MCO) will i	monitor progress towa	rd this initiativ	ve through revie	w of
housing vaca	ncies, claims	data to determine utiliz	ation patterns of service	e, quality of life surveys	, readmission and discl	narge rates for	r mental health	and
_		embers with 3 or more o				-		

Measurable Goal(s) please specify if these are short term (< 1yr.) or long term (> 1yr.)

Short Term Goal: Place fifteen (15) individuals by Diversion or Transition from Adult Care Homes/state psychiatric hospital by October 1, 2013.

**Short Term Goal:** Place a total of twenty one (21) individuals by December 31, 2013. **Short Term Goal:** Hire three (3)certified peer support specialists by October 1, 2013.

**Short Term Goal:** Have fully staffed transition department by December 31, 2013.

**Long Term Goal**: Place a total of fifty five (55) individual by December 31, 2014.

Long Term Goal: Maintain 60% of individuals in placement for at least one year.

LME plan for addressing issue and achieving goals

LME Name:	Eastpointe LME/MCO						
• Robust adve	Robust advertising and hiring strategy to hire staff to perform functions of department.						
Have Eastpo	Have Eastpointe representation in Department of Health Human Service(DHHS) and MCO calls related to the DOJ settlement.						
Have Eastpo	pinte representation at DHHS face to face training regarding	g DOJ settlement, service definitions.					
• Link individu	uals in community housing to appropriate services and com	munity supports.					
• Have regula	r contact with individuals as they transition into housing ar	nd for a period of time after transition.					
<ul> <li>Attend treat</li> </ul>	tment team meetings when appropriate/necessary.						
• Provide sup	port to the individual during and for a period of time follov	ving transition to improve likelihood of successful transition to community living.					
<ul> <li>Ensure indiv</li> </ul>	ridual is linked to appropriate medical professionals.						
<ul> <li>Refer to CCN</li> </ul>	Refer to CCNC network to ensure integrated care.						
If necessary, r	eference hyperlink for additional information on LME-MCC	) Website					
• • • • • • • • • • • • • • • • • • • •	please list document name if attachments are submitted wi						

LME Name: Eastpointe LME/MCO					
Statewide Initiative: ACT/Supported Employment					
GS 122C-115.2 Adminstrative Function Addressed with Initiative (select all that apply):					
Planning Provider Network Dev. Service Management Financial Management Service Monitoring Evaluation Collaboration Acce	ess				
Due to Department of Justice settlement agreement, Assertive Community Treatment Team (ACTT) and Supported Employment Services will	be				
Issue: provided with fidelity to a nationally recognized model.					
1 7 7 0					
(insert table or graph if necessary)					
(mos. c caste o. 8. apr. m. moossaa. 7)					
Reasons for Action					
Eastpointe LME/MCO will ensure that providers contracted to provide ACTT services are in fidelity to the Tool for Measurement of ACT (TMACT) model, by					
providing current ACTT programs with training and technical assistance to meet the new service definition requirements to ensure that all contracted providing current actions are the contracted providi					
of ACTT services are compliant with this requirement within 180 days of the effective date of the contract amendment with North Carolina department of					
Health and Human Services(NCDHHS)and Division of Medical Assistance(DMA).					
Treatill and Haman Services(Nebrin Station of Medical Assistance(DWA).					
Measurable Goal(s) please specify if these are short term (< 1yr.) or long term (> 1yr.)					
Short Term Goal: Eastpointe LME/MCO will educate staff and providers regarding revision to service definition by July 1 2013.					
Long Term Goal: Eastpointe LME/MCO will ensure the number and quality of mental health providers within our catchment area by December 1, 2014.					
Long Term Term Goal: Eastpointe LME/MCO will ensure all newly contracted providers of ACT services are in fidelity to the TMACT model by December 1,					
2014.					
LME plan for addressing issue and achieving goals					
•Educate and offer trainings.					
•Assure providers are in fidelty to the TMACT model.					
•Only contract with agencies who adhere to the fidelity of the model.					
•Attend training.					
Participate in biweekly calls with DMH					
•Identify and monitor members/enrollees within the LME/MCO Medicaid catchment areas currently residing in ICF-MR facilities					
•Ensure Care Coordination follow-up of members/enrollees during transition from ICF-MR facility into community care to ensure continuity.					
•Submit timely reports to DMA.					

### 2013-2016 Local Business Plan Statewide Initiatives

LME Name:	Eastpointe LME/MCO			
If necessary, r	eference hyperlink for additional information on LME-MCC	Website		
If necessary, p	necessary, please list document name if attachments are submitted with printed copy of LBP			

LME Name:		Eastpointe LME/N	100	]				
Statewide In	itiative: Crisis	s Services/ ED Wait Tim	ies					
GS 122C-115	.2 Adminstrativ	ve Function Addressed	with Initiative (select	all that apply):				
	Planning	Provider Network Dev.	Service Management	Financial Management	Service Monitoring	Evaluation	Collaboration	Access
		<b>▽</b>	☑		✓	✓		<b>V</b>
	According to	the report "Exploring the	he costs and feasibilit	ty of A New Psychiatric Fa	cility", Emergency Dep	oartment(ED) ເ	ıtilization has ind	creased for
	individuals w	ith behavioral health ar	nd developmental dis	ability diagnosis. The aver	rage length of stay for	individuals pre	esenting to an e	nergency
	department(	ED) with a behavioral cr	risis was 73 hours dur	ring fiscal year 2012; the a	average delay increase	d to 84.6 hour	s for the first tw	o quarters
	of fiscal year	2012-2013. To address	this issues, a workgr	oup led by the NC Division	n of MH/DD/SA was cl	narged with th	e task of develo	ping an
	action plan to	o reduce wait times for	persons with mental	illness, intellectual develo	opmental disabilities.			
legue								
Issue:								
		(insert table or graph if	f necessary)					
		, , ,	.,	lications/reports/reports-	g-http://www.ncdhhs	gov/mhddsas/	statspublication	s/reports/

#### Reasons for Action

The North Carolina Department of Health and Human Services(NCDHHS) instructed the North Carolina Division of Mental Health, Developmental Disabilities and Substance Abuse Services(NCDHHS/MH/DD/SA) in partnership with various stakeholder groups to develop an Action Plan to describe goals and action steps that would strenghten and improve North Carolina's crisis service system. During FY 12-13, ED Admissions for Eastpointe totaled 17, 484. Robeson County had the highest number of ED Admissions totaling at 15, 660; another 12,070 individuals were served in Wayne County; while Sampson County served 5,933 members in local emergency departments.

Measurable Goal(s) please specify if these are short term (< 1yr.) or long term (> 1yr.)

Short Term Goal: Implement enhanced crisis plan for high risk, high cost members by January 2014.

Long

**Term Goal:** Enhance triage process by facilitating "bed board" to monitor and use available hospital beds by June 1, 2014.

**Long Term Goal:** Reduce ED wait time for persons with Intellectual Developmental Disabilities (IDD), Mental Health(MH) and Substance Abuse(SA) issues by developing adequate resources within the community by December 1, 2014.

LME plan for addressing issue and achieving goals

LME Name:	Eastpointe LME/MCO	]
• Inclusion o	f Mobile Crisis Teams in local emergency rooms.	
• Provide tra	ning to magistrates focusing on crisis service resources.	
• Provided CI	T Training to officers within catchment area.	
Identify and	d review cases of antipsychotic use in children and identify of	care needs that may be missed and offer assistance in terms of best practice measures
to providers.		
<ul> <li>Identify me</li> </ul>	mbers considered high risk failure to refill prescriptions; rev	view charts; involve pharmacy to identify assistive measures with cost and side effect
profile for im	proved compliance needs; reach out to members/enrollees	and their providers to improve care.
• Identify pro	viders whom are multiple prescribers of Opiods; identify if	in or out of network; educate them on the patient history as well as the DEA website to
identify patie	nts with multiple prescriptions prior to providing refills; pro	ovide resources to these providers and members/enrollees as needed (ie Project
Lazarus, SA tı	reatment)	
• Work in col	laboration with hospitals located within the 12 county area	as.
• Licensed Ca	re Coordinators and Care Coordination Specialists are assig	gned to each hospital Emergency rooms. Hospitals are contacted each business day to
facilitate disc	harge planning for members.	
<ul> <li>Established</li> </ul>	three Regional Crisis Collaborative with participation from	all 12 counties, comprised of representatives from hospitals ED's, magistrates, mobile
crisis teams,	walk in crisis providers, law enforcement and Eastpointe Ca	re Coordination and Access to Care Staff. • Maintain operations of
the 24 hour r	nember crisis center.	
1		

If necessary, reference hyperlink for additional information on LME-MCO Website If necessary, please list document name if attachments are submitted with printed copy of LBP

LME Name:	Eastpointe LME/MCO							
Statewide Ir	nitiative: Closer to Home-PRTF							
GS 122C-115	5.2 Adminstrative Function Addressed with Initiative (select all that apply):							
	Planning Provider Network Dev. Service Management Financial Management Service Monitoring Evaluation Collaboration Access							
	Many children who currently reside in out of state Psychiatric Residential Treatment Facilities (PRTF) can successfully live in their own homes and							
Issue:	community with the support of mental health services.							
133461	The state of the s							
	(insert table or graph if necessary)							
	(							
	http://www.medicaid.gov/Federal-Policy-Guidance/Downloads/CIB-05-07-2013.pdf							
Reasons for								
	ettings such as residential treatment centers, group homes and psychiatric hospitals are not clinically and cost effective. Currently Eastpointe has							
	embers in out of state Psychiatric Residential Treatment Facilities(PRTF). Population consists of members with low IQ's whom are sexually and							
physically ag	gressive, members whom are sexually and physically aggressive and members whom are sexually and physically aggressive over the age of 18.							
Measurable	Goal(s) please specify if these are short term (< 1yr.) or long term (> 1yr.)							
Short term g	goal: Reduce current out of home PRTF placements by 40% by December 31, 2013 ( from 11 to 7).							
Long term g	oal: Maintain average out of home PRTF placements to seven (7) from January 1, 2013 to December 31, 2014 time period.							
LME plan for	addressing issue and achieving goals							
	Care involvement (SOC) in Child and Family Team Meetings when providers, community stakeholders alert SOC that there is a risk of out of home							
placement.	•							
•	of in-state placements when an in-state placement will be equally effective in meeting the clinical needs of the youth.							
	on in community collaborative meetings to consult and educate providers and stakeholders about the benefits to the family and the child to be							
-	placed as close to their natural supports as possible.							
F	ent of Care Review Meetings.							
	• Consultation with providers, community stakeholders about evidence based/best practices at facilities in-state.							
	Increase use of crisis diversion beds and participation with providers/families in child and family teams to facilitate treatment planning while child is in the							
crisis diversi								
CHOIS GIVETSI	on nome.							
If necessary	reference hyperlink for additional information on LME-MCO Website							
	please list document name if attachments are submitted with printed copy of LBP							

LME Name:		Eastpointe LME/	MCO					
Statewide In	itiative: II	DD Waitlist						
GS 122C-115.	.2 Adminst	rative Function Addressed g	with Initiative (select a Service Management		Service Monitoring	Evaluation	Collaboration 🗸	Access
lssue:		te LME/MCO currently has ons services at the time of	enrollment, these indiv		egistry of Unmet Need	_	available for nee	eded:
		160 140 120 100 80 60 40 23 20 0 8baten Columbus Du	24 15 15	92 95  gardin Wash Robeson	23 17	123 5 coun Wayne	102	

### Reasons for Action

Eastpointe currently has 752 individuals on the Registry of Unmet Needs. Of these 752 individuals, 237 are currently receiving State and/or B3 Services, and 515 individuals are not currently receiving State or B3 Services. Robeson County ranked the highest, with a total of 138 individuals; Wayne County ranked second, with 123 and Wilson County ranked the third highest with a total of 102 individuals on the Registry of Unmet Needs.

Measurable Goal(s) please specify if these are short term (< 1yr.) or long term (> 1yr.)

### 2013-2016 Local Business Plan Statewide Initiatives

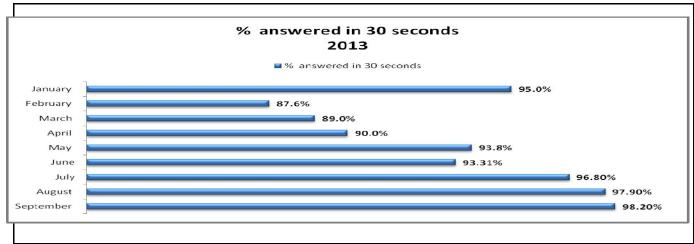
LME Name:	Eastpointe LME/MCO						
Short Term G	Goal: I/DD Clinical Director, and I/DD Team Leads will review th	ne I/DD Waitlist for accuracy on a monthly basis.					
Short Term Goal: Assign I/DD Care Coordinators to 752 individuals on the I/DD Waitlist by November 1, 2013.							
Short Term G	Goal: While these potentially eligible individuals are waiting for	r NC Innovations Services, Eastpointe LME/MCO will refer half of the individuals to					
State and or B	B3 Services, or other resources by December 31, 2013 and the	other half by February 28, 2014.					
		the current Registry of Unmet Needs to I/DD Care Coordinators by November 1,					
		are not receiving any services first. By December 31, 2013, I/DD Care Coordinators					
		rvices, and link them to State and/or B3 Services. The remaining 50% (or 257) will be					
•	the I/DD Care Coordinator and linked to services by February						
Long Term Go	oal: Reduce number of individuals on the I/DD waitlist who are	e not receiving any LME/MCO Service by November 1, 2014.					
LME plan for a	addressing issue and achieving goals						
• Individuals v	who are potentially eligible for NC Innovations are placed on F	Registry of Unmet Needs based on time and date of the initial referral, which is					
recorded.							
<ul> <li>Individuals v</li> </ul>	who request to be placed on the Registry of Unmet Needs are	added to the Registry upon receipt of the Eastpointe Referral for Registry of Unmet					
-	Needs. Upon receipt of the Referral for Registry of Unmet Needs, Eastpointe staff verifies that each individual has an I/DD Diagnosis at the time of referral.						
Documents that are used to verify an I/DD Diagnosis are a Psychological Evaluation or Medical Statement from a medical doctor.							
• I/DD Clinical Director will refer assessments to Medical Director and Clinical Director when health and safety risks are identified to make a determination if							
the indiviudal	lls needs can be met on the waiver.						
If necessary, r	reference hyperlink for additional information on LME-MCO W	Vebsite					

If necessary, please list document name if attachments are submitted with printed copy of LBP



eports-general assembly/exploring costs feasibility new psychhosp 4-1-13.pdf

LME Name:	LME Name: Eastpointe LME/MCO							
Local Initiative	: #1:	Member Safety/Acces	ss to Services				RAF	
GS 122C-115.2	Adminstrat	ive Function Addressed	with Initiative (select	all that apply):				E.
	Planning	Provider Network Dev.	Service Management	Financial Management	Service Monitoring	Evaluation	Collaboration	Access
	<b>✓</b>	<b>▽</b>					✓	<b>✓</b>
	For two co	nsecutive quarters,the p	ercentage of calls an	swered within thirty se	conds(30 seconds) fe	ll below the 95	5% benchmark.	
Issue:								



#### Reasons for Action

Eastpointe LME/MCO is evaluated by the North Carolina Division of Mental Health, Developmental Disabilities, and Substance Abuse Services (DMHDDSAS) and Division of Medicaid Assistance (DMA) on a quarterly basis regarding the percent of calls answered within 30 seconds. Ninety five percent (95%) of member calls should be answered within 30 seconds. Eastpointe fell below the required benchmark during the timeframe 2/1/2013 thru 6/30/2013.

Measurable Goal(s) please specify if these are short term (< 1yr.) or long term (> 1yr.)

**Short term goal:** Meet the 95% Benchmark for calls answered within 30 seconds by September 2013.

Long term goal: Meet the 95% Benchmark for calls answered within 30 seconds 11 out of 12 months for FY 13-14.

LME plan for addressing issue and achieving goals

LME Name:	Eastpointe LME/MCO							
• Implement w	Implement workforce management tool to assist with having the right number of staff at the right times.							
<ul> <li>Continually a</li> </ul>	djust staffing to match call volume.							
Monitor call \	volume periodically to ensure that there has not been a	change in trends for peak volume times.						
<ul> <li>Monitor telep</li> </ul>	phone statistics related to benchmarks daily and adjust s	taffing if a negative pattern is identified						
Create schedu	• Create schedule for new hires that will increase staff coverage across a wider span of the day (7am – 9pm).							
<ul> <li>Provide static</li> </ul>	Provide station based electronic re-training to call center staff.							
Adjust the rol	<ul> <li>Adjust the routing to clinicians and non-clinicians to ensure members seeking services are routed to a clinician quickly.</li> </ul>							
If necessary, reference hyperlink for additional information on LME-MCO Website								
If necessary, please list document name if attachments are submitted with printed copy of LRP								

Local Initiative #2:

Reduce psychiatric readmissions/Reduce number of consumers who use three or more crisis services

GS 122C-115.2 Adminstrative Function Addressed with Initiative (select all that apply):

Planning	Provider Network Dev.	Service Management	Financial Management	Service Monitoring	Evaluation	Collaboration	Access	
✓	✓	✓		V	<b>√</b>	✓	<b>V</b>	

Issue:

The North Carolina Department of Health and Human Services(NCDHHS) instructed the North Carolina Division of Mental Health, Developmental Disabilities and Substance Abuse Services(NCDHHS/MH/DD/SA) in partnership with various stakeholder groups to develop an Action Plan to describe goals and action steps that would strenghten and improve North Carolina's crisis service system. Session Law 2012-128, Section 2 requires the Division to study Eastpointe efforts to reduce psychiatric readmissions and number of consumers who use three or more crisis services.

Counties	Central Regional Hospital		Cherry Hospital		Broughton Hospital	
	Admissions	Days Utilized	Admissions	Days Utilized	Admission	Days Utilized
Bladen	6	69	24	569		
Columbus	10	129	24	1203		
Duplin	3	103	11	874		
Edgecombe	1	161	32	1407		
Greene	4	442	11	427		
Lenoir		1237	37	2538		
Nash	10	250	32	2365		
Robeson	16	1645	37	1445	1	13
Sampson	16	197	55	1799		
Scotland	10	295	34	895		
Wayne	20	429	126	986	2	49
Wilson	9	1239	43	1684	2	166
YEAR TOTALS	112	6196	466	23192	5	228

#### Reasons for Action

Eastpointe ranked 5th in state for admissions for individuals with a primary MH/DD/SA diagnosis and ranked 3rd in state for admissions for individuals with a primary or co-occurring MH/DD/SA diagnosis. Mental Health Crisis Reported noted Eastpointe ranked medium in the state for bed day utilization for FY 12.

Measurable Goal(s) please specify if these are short term (< 1yr.) or long term (> 1yr.)

### Local Initiatives for 2013-2016 LBP

LME Name:	Eastpointe LME/MCO						
Short Term Go	pal: Increase utilization of walk-in clinics, mobile and facil	ty-based crisis by 10% by May 1, 2014.					
Long Term Go	al: Reduce psychiatric admissions to community hospita	Is at least 10% by December 1, 2014 .					
LME plan for a	addressing issue and achieving goals						
•Increase com	nmunication with hospitals, local authorities and provider	s to encourage increased usage of walk in clinics, mobile crisis, teams and facility.					
•Internal proc	ess that alerts Care Coordination when a member is cons	dered high risk who access services through member Call Center.					
<ul> <li>Monitor first</li> </ul>	responder activities through routine monitoring, when C	uality of Care concerns arise, through complaints and care coordination.					
•Community F	•Community Relations Specialists continue to provide education prevention forums throughout the 12 counties.						
<ul> <li>Established w</li> </ul>	vorkgroup with various departments to review new crisis	plan template.					
•CIT Training h	neld throughout the catchment area.						
•Staff identifie	ed within the organization to become Mental Health First	Aid Trainers.					
•Initiate a Per	Initiate a Performance Improvement Project to increase member follow up for urgent appointment.						
If necessary, re	eference hyperlink for additional information on LME-MC	O Website					
	lease list document name if attachments are submitted v						

LME Name:		Eastpointe LME/N	1CO					
Local Initiativ	e #3:	Use of Services						
GS 122C-115.	2 Adminstrat	ive Function Addressed	with Initiative (select	all that apply):				
	Planning	Provider Network Dev.	Service Management	Financial Management	Service Monitoring	Evaluation	Collaboration	Access
		✓	<b>√</b>	$\overline{\checkmark}$	<b>▽</b>			<b>V</b>
	Timely follo	ow-up care after dischar	ge from an inpatient	facility or a crisis servi	ce is critical to promot	ing recovery a	and successful	living in
	-	munity, minimizing adve	= :	· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·			_
		ad ta maasiya a fallayyya	•	•	•			

Issue:

one's community, minimizing adverse outcomes, and preventing unnecessary re-hospitalization and reuse of crisis services. Individuals are expected to receive a follow up service in the community within 5 days of a crisis service and within 7 days of discharge from an inpatient facility. During first -third quarters of fiscaly year 2012-2013, follow up after inpatient hospitalization for Eastpointe fell below the required target goals. (See below table)

(insert table or graph if necessary)

1 <sup>st</sup> Qtr 12-13	2 <sup>nd</sup> Qtr 12-13	3 <sup>rd</sup> Qtr 12-13	Year to Date			
			Average			
ADATC: Performance Standard: 40 %						
22 [35%]	18 [25%]	21 [29%]	20 [29%]			
62	71	72	68			
State Psychiatric: Performance Standard: 51%						
61 [41%]	41 [40%]	46 [46%]	49 [41%]			
148	103	101	117			
patient: 40%						
202 [35%]	171 [34%]	169 [29%]	180 [32%]			
572	500	583	552			
1	e Standard: 40 % 22 [35%] 62 rformance Standard 61 [41%] 148 patient: 40% 202 [35%]	22 [35%] 18 [25%] 62 71  rformance Standard: 51% 61 [41%] 41 [40%] 148 103  patient: 40% 202 [35%] 171 [34%]	22 [35%] 18 [25%] 21 [29%] 62 71 72  rformance Standard: 51% 61 [41%] 41 [40%] 46 [46%] 148 103 101  patient: 40% 202 [35%] 171 [34%] 169 [29%]			

#### Reasons for Action

Receiving a community-based service within 7 days of discharge is a nationally accepted standard of care that also indicates the local system's community service capacity and extent of coordinationacross levels of care. Members are expected to receive a follow up service in the community within five (5) days of a crisis service and within seven (7) days of discharge from an inpatient facility. Eastpointe fell below the performance standard for all three quarters during FY12-13. (See above table)

LME Name: Eastpointe LME/MCO
Measurable Goal(s) please specify if these are short term (< 1yr.) or long term (> 1yr.)
Short Term Goal: Increase percent of members seen in 1-7 days after discharge from State Psychiatric Hospitals by 11% by May 1, 2014.
Short Term Goal: Increase percent of members seen in 1-7 days after discharge from Community Hospitals by 6% by May 1, 2014.
Long Term Goal: Increase percent of members seen in 1-7 days after discharge from Alcohol Drug and Treatment Center(ADATC) by 15%
by September 1, 2014.
Long Term Goal: Maintain status of 45% for Crisis Services seen in 0-5 days after care for FY 2013-2014.
LME plan for addressing issue and achieving goals
•Identify problematic areas and initiate plan of action.
•Ensure Care Coordination involvement and follow-up with member/enrollees inpatient stay, discharges and aftercare.
• Eastpointe collaborates with providers regarding follow-up activities for members with 3 or more crisis activities.
•Care Coordination meets monthly with three regional CCNC staff and one weekly phone conference within the network to discuss
High Risk/High Cost enrollees.
•Care Coordinators telephone staff at local emergency room for daily census within the 12 counties.
•Implement the Preventable Readmissions Options and Care Transitions(PROACT) which focuses on individuals discharged from hospitals.
•Care Coordination reviews daily report generated from the Call Center and Utilization Management data that identifies individuals
admitted to behavioral health or substance abuse hospitals within the past 24 hours.
•Care Coordination ensures individual is connected to appropriate provider or secures placement upon discharge from hospital.
•Care Coordination links individual to an appointment with a community based provider within 7 days after discharge.
• Care Coordination contacts the provider to see if member kept the appointment.
• Care Coordination follows up with the member to discuss the missed apointments and identifies barriers that prevent them from making the appointment.
•Care Coordination will make regular contact with the member for at least thirty(30 days) following discharge.
If necessary, reference hyperlink for additional information on LME-MCO Website
If necessary, please list document name if attachments are submitted with printed copy of LRP

LME Name:	Eastpointe LME/MCO
Local Initiativ	ve #4 : Financial status is stable and viable
GS 122C-115.	2 Adminstrative Function Addressed with Initiative (select all that apply):
	Planning Provider Network Dev. Service Management Financial Management Service Monitoring Evaluation Collaboration Access
	Maintain the financial viability of Eastpointe LME/MCO while ensuring compliance with North Carolina Department of Health and Human
Issue:	Services and Division Of Medicaid Assistance financial and administrative mandates.
	(insert table or graph if necessary)
	(moore table or graph in necessary)
	Insert Footnote on Data Source, Time, and caveats for table or graph
Reasons for A	
Eastpointes B	Business Operations will facilitate sound fiscal operations throughout the entire organization. To meet the 1915 (b) (c) Waiver Contract
requirements	s, Eastpointe LME/MCO must provide evidence that the organization is financially stable solvent and viable.
Maasurahla	Cool(a) places enseify if these are short town (a 1 m) or long town (> 1 m)
	Goal(s) please specify if these are short term (< 1yr.) or long term (> 1yr.)
Long Term: E	astpointe Managed Care Organization will efficiently and effectively manage state and federal funds annually.
IME plan for	addressing issue and achieving goals
	d provide DMA with an annual audit report to verify financial solidarity as well as evidence of its solvency and viability.
-	and collaborate with the DMA Monitoring Team for on-site reviews as necessary.
- I	timely manner to DMA, by providing reports and/or data in a timely manner.
	audit results as indicated and provide Corrective Action Plans if requested.
	etailed records of all administration costs and expenses pursuant to the contract.
	all Financial Reporting Requirements in a timely manner as mandated by Medicaid contract.
	restricted risk reserve account with a federally guaranteed financial institution licensed to do business in North Carolina, and
	all requirements applied. LME/MCO shall submit, on a quarterly basis, a written status report to DMA on this account.
	nd track all funds and expenditures as required in Attachment W of the contract.
	ernal reviews of financial processes, and shall provide detailed statistical data and reports to the Board of Directors' Finance
Subcommitte	
•Submit to th	ne Board of Directors a monthly finance report that includes an income statement and except for single counties a balance sheet.
• Within 60 d	lays after the end of each state fiscal year and 90 days after the end of the state fiscal year, financial reports shall be submitted.

• Make available both financial and non financial data involving Medicaid recipients enrolled with Eastpointe.

#### Local Initiatives for 2013-2016 LBP

LME Name:	Eastpointe LME/MCO		
	ference hyperlink for additional information on LME-MC		
If necessary, ple	ease list document name if attachments are submitted w	rith printed copy of LBP	

LME Name: Eastpointe LME/MCO

#### Local Initiative #5: Claims Reimbursement

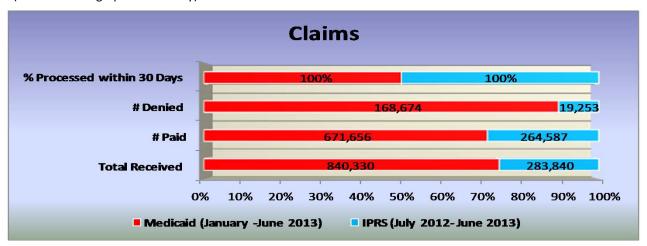
GS 122C-115.2 Adminstrative Function Addressed with Initiative (select all that apply):

Planning | Provider Network Dev. | Service Management | Financial Management | Service Monitoring | Evaluation | Collaboration | Access

Issue:

Eastpointe (LME/MCO) shall follow North Carolina Prompt Pay Requirements. Payments to Providers by Eastpointe LME/MCO shall be made on a timely basis, consistent with claims payment procedures described in Section 1902(a)(37) (A) of the Social Security Act and 42 C.F.R. 447.45.

(insert table or graph if necessary)



Eastpointe processes all claims within 30 days, current denial rate is 20% which mainly consists of duplicate claims. Eastpointe's current average rate of approved claims is 100 %. Payments to Providers by Eastpointe shall be made on a timely basis, consistent with claims payment procedures described in Section 1902(a)(37)(A) of the Social Security Act and 42 C.F.R.447.45. Eastpointe shall ensure that ninety percent of all Clean Claims for covered services are paid within thirty days of the date of approval; and that ninety-nine percent of such claims are paid within one hundred eighty days of the date of receipt.

Measurable Goal(s) please specify if these are short term (< 1yr.) or long term (> 1yr.)

**Short Term:** To reimburse approved claims from providers for authorized, delivered and billed services within 30 days.

**Long Term:** To maintain current average rate of approved claims at 100% yearly.

LME Name:	Eastpointe LME/MCO	
LME plan for ac	ddressing issue and achieving goals	
•Receive, review	w, consider and process all claims for reimbursement the	it are submitted by qualified providers.
•Investigate an	d identify barriers for system issues preventing processi	ng of clean claims and resulting in the hindrance to approval and
payment of ser	vices billed	
•Develop a plan	n of correction to address barriers for claims payments.	
• Conduct inter	rnal audits of system process and report identified issues	and/or findings to appropriate responsible agent.
•Comply with t	he Prompt Payment Policy for reimbursement of approv	ed claims billed.
• Conduct inter	rnal audits of the claims billing process and monitor for c	ompliance.
	ference hyperlink for additional information on LME-MC	
ir necessary, pie	ease list document name if attachments are submitted w	ith printed copy of LBP

LME Name:	Eastpointe LME/MCO			
Local Initiative	#6: Provider Capacity			
GS 122C-115.2	Adminstrative Function Addressed with Initiative (select all that apply):			
	Planning Provider Network Dev. Service Management Financial Management Service Monitoring	Evaluation	Collaboration	Access
		✓		
Issue:	North Carolina Department of Health Human Services(DHHS) requires Eastpointe LME-MCO to concapacity assessment. The assessment shall take into consideration the population in the catchment array, including gaps for underserved populations, perceived barriers to service access, and the nur providers for each service. Eastpointe currently has 624 contracted providers to include 38 hospital Practitioners and 386 Provider Agencies.	area, identifie nber and varie	d gaps in the s ty of age-disab	ervice oility
	(insert table or graph if necessary)			
	http://www.eastpointe.net/providers/manuals/Eastpointe%20Prov%20Manual%20Rev	visions%20effe	ctive%2011-12	Ξ

#### Reasons for Action

Eastpointe LME-MCO shall evaluate the adequacy of the provider community regarding issues such as cultural and linguistic competency of existing providers and provisions of evidence based practices and treatments and the availability of community services to address housing and employment issues. Eastpointe will maintain a Provider Network with a sufficient number, mix and geographic distribution of Providers to ensure that medically necessary covered services are delivered in a timely and appropriate manner.

Measurable Goal(s) please specify if these are short term (< 1yr.) or long term (> 1yr.)

**Long Term:** Maintain a Provider Network that meets needs capacity annually by having Geo-Access reports that show 100% of provider availability within the DMH/DMA/MCO contract time/distance parameters. Geo-Access report reviews will be conducted in the first quarter of each calendar year.

LME plan for addressing issue and achieving goals

LIME Name:	Eastpointe LIME/IMCO	
<ul> <li>Conduct Gap</li> </ul>	Analysis at least annually that includes input from mem	bers, families, stakeholders and CFAC.
<ul> <li>Identify gaps</li> </ul>	in provider network by disability group, underserved po	pulation, and geographic area; measure the availability of providers willing to
provide service	iduring natural disaster.	
<ul> <li>Research and</li> </ul>	reach out to those providers qualified for specific need	s to fill service needs capacity gap.
<ul> <li>Ongoing mon</li> </ul>	itoring to ensure continued adequate capacity and prov	ider choice to meet the member/enrollee service needs.
<ul> <li>Freedom of C</li> </ul>	hoice – monitor records to ensure a signed freedom of	choice statement is present.
• Provider Choi	ce – monitor participants reporting to ensure they have	a choice between network providers.
	ference hyperlink for additional information on LME-M0	
If necessary, ple	ease list document name if attachments are submitted v	vith printed copy of LBP

LME Name:		Eastpointe LME/I	МСО					
Local Initiative	<b>#7:</b>	Provider Enrollment o	and Practice Standard	ls		ı		
GS 122C-115.2		ve Function Addressed			<b></b>	r	r - — - — - — -	— - — - ,
	Planning	Provider Network Dev.	Service Management	Financial Management	Service Monitoring	Evaluation	Collaboration	Access
				Ц				
		• •		tten policies and proce	·	-	•	
			e-accreditation, in acc	cordance with commun	ity standards in care	and service pr	ovision, and th	e rules
Issue:	and standa	rds of the Division.						
		(insert table or graph	if necessary)					
			te.net/providers/man	uals/Eastpointe%20Pro	v%20Manual%20Rev	<u>visions%20effe</u>	<u>:ctive%2011-12</u> -	-
		13%20Final.pdf						

#### Reasons for Action

Eastpointe LME/MCO will assure a stable and high quality provider system in the catchment area through monitoring, determining providers' progress in achieving national accreditation, compliance with federal and state confidentiality laws, requirements and restrictions of the SAPTBG, CMHSBG, SSBG, and their accompanying state MOE requirements, PATH formula grant, SPF-SIG, SDFSCA, and all other applicable federal grant program funds requirements and restrictions on the expenditure of funds, first responder capacity and quality, compliance with data submission requirements, consumer rights protection, incident reporting and rights protection requirements, meeting defined quality criteria, compliance with regulatory and licensure board requirements for qualifications of staff, adherence to evidence based practices in the delivery of services and compliance with DHHS documentation requirements.

#### Measurable Goal(s) please specify if these are short term (< 1yr.) or long term (> 1yr.)

**Long Term**: Ensure provider enrollment processes are followed annually through a delegation review of the Primary Source Vendor and internal MCO processes to be conducted by the conclusion of the third quarter of each calendar year.

**Short Term:** Conduct continued monitoring to ensure providers meet licensure, certification and/or other standards monthly as evidenced by completion of 100% of complaint and quality of care reviews within contractual and regulatory timeframes. Conduct continued monitoring to ensure providers meet licensure, certification and/or other standards monthly as evidenced by completion of routine provider monitoing of 30% of the provider network within contractual and regulatory timeframes annually.

LME plan for addressing issue and achieving goals

#### Local Initiatives for 2013-2016 LBP

LME Name:		Eastpointe LM	E/MCO					
•Monitor provi	Monitor provider performance through information obtained from Gold Star monitoring tools and other monitoring activities.							
•Ensure implen	•Ensure implementation of internal audit processes to ensure provider enrollment process procedures are followed.							
QM to conduct	ct and report find	ings from revie	ws of internal audit pro	cess to ensure comp	iance that proced	ures are followed.		
•Provide trainir	ng/technical assist	ance regarding	g administrative and clin	ical procedures.				
<ul> <li>Identify areas</li> </ul>	of non-complian	ce and develop	plan of correction.					
Monitor plan	of correction imp	lementation fo	or completeness.					
<ul> <li>Monitor prov</li> </ul>	ider compliance v	vith meeting lic	ensure requirements.					
If no cossany rot	foranco hunorlink	for additional	information on LNE NAC	O Wohsita				
			information on LME-MC hments are submitted v		RP			
				П	 			

#### LBP Required Elements Addressed in Other Reporting Due to DMH/DD/SAS

In accordance with G.S. 122C-115.2 The following items are addressed in Other data and reports submitted to DMH/DD/SAS on a more frequest basis than requirements for Local Business Plan Development

Reasonable adminstrative costs based on uniform state criteria for calculating adminstrative costs and costs or savings anticipated from consolidation

Adminstrative costs are limited in 2013 to 12% of State and Federal Service Allocations. If future LME-MCO consolidation is warranted, Division retains ability to change allowable adminstrative expense upon renewal of LME contract with DMH/DD/SAS.

#### Proposed reinvestment of savings towards direct services

LMEs are required to report retained savings (fund balance), on Monthly Fiscal Monitoring Report (FMR) to DMH/DD/SAS. LMEs are also required to submit annual plans for use of fund balance that are subject to DMH/DD/SAS approval.

#### Compliance with the catchment area consolidation plan adopted by the Secretary

There is not a current open consolidation plan by DHHS, as LMEs have merged in anticipation of Medicaid 1915 b/c waiver implemenation. If additional consolidation plan is adopted by DHHS, the LBP will be amended to include reference to that plan.

Based on rules adopted by the Secretary, method for calculating county resources to reflect cash and in-kind contributions for the county

County contributions of cash or in-kind are reported monthly to DMH/DD/SAS on Fiscal Monitoring Report (FMR).

Financial and services accountability and oversight in accordance with State and federal law

Upon certifying this document as well as the LME Contract, the LME agrees to be in compliance with all applicable State and federal laws.

The composition, appointements, selection process, and the process for notifying each board of county commissioners of all appointments made to the area authority board

Please insert Hyperlink(s) to Policy on Board reporting and Board By-laws Here:

#### The population base of the catchment area to be served

Please reference coverpage of LBP, as county makeup, catchment and service populations are listed for SFY 2012.

Use of local funds for the alteration, improvement, and rehabilitiation of real property as authroized by and in accordance with G.S. 122C-147.

Any use of local funds from county discretionary funding or fund balance must be reported on monthly DMA financial reporting reports (Attachment W reports) or via annual fund balance planning reports to DMH/DD/SAS.

The resources available and needed within the catchment area to prevent out-of-community placement and shall include input from the community public agencies.

This requirement has been elevated to a statewide initiative and must be addressed under "statewide Initiative: Closer to Home" in more detail.

### 2013-2016 LBP Certification Sheet

LME Name:	0	
This Local Business Plan outlines current and	ed in this Local Business Plan is current and accura d planned activities for our LME-MCO and may cha antive changes to this local business plan will be co	nge, due to changing priorities,
LME-MCO CEO Name (Type or Print)	LME-MCO CEO Signature	Date
I hereby attest that this document in it's ent Board representing this LME/MCO, and app	irety has been reviewed by the CFAC, approved by roved by the LME-MCO Board.	each County Commissioner
LME-MCO Board Chair (Type or Print)	LME-MCO Board Chair Signature	Date
I hereby attest that the Local Business Plan I requirements of G.S. 122C-115.2	nas been reviewed in it's entirety and certified to l	pe in compliance with
Dr. Aldona Wos		
DHHS Secretary	DHHS Secretary or Designee Signature	Date

#### SAMPSON COUNTY BOARD OF COMMISSIONERS

ITEM ABSTRACT	ITEM N	O. 3 (b)
Meeting Date: May 5, 201	Information Only Report/Presentation X Action Item Consent Agenda	Public Comment Closed Session Planning/Zoning Water District Issue
SUBJECT:	Appointments	
DEPARTMENT:	Governing Body	
PUBLIC HEARING:	No	
CONTACT PERSON:	Vice Chairman Jarvis McLamb	
PURPOSE:	To consider appointments to various bo	ards and commissions

<u>Workforce Development Commission</u> There is one remaining vacancy for Sampson County appointees on the Workforce Development Commission, a private sector representative.

<u>RPO-RTAC</u> With the resignation of Roland Hall from the Roseboro Town Council, we have a vacancy of a municipal representative on the RPO-RTAC. This item was tabled at your last Board meeting.

<u>Local Emergency Planning Committee</u> EMS Director Ronald Bass has submitted a list of additional representatives to be added to the Local Emergency Planning Committee. See attached listing.

<u>Sampson Community College Board of Trustees</u> The Community College has informed us that the term of Betty Lou Faircloth will expire at the end of June. (This is her second term.) They request that an appointment or reappointment be made at the Board's earliest convenience because any appointment must comply with the requirement for submission of information in compliance with the State Government Ethics Act, and this review takes some time.

#### Susan Holder

From:

**Ed Causey** 

Sent:

Friday, March 07, 2014 3:04 PM

To:

Susan Holder

Subject:

FW: Resignation from the Roseboro Town Council

From: Roland Hall [mailto:rolandhall@embargmail.com]

Sent: Thursday, March 06, 2014 12:41 PM

To: Jim Caldwell; Ed Causey

Subject: Resignation from the Roseboro Town Council

Greetings. Below is a copy of my resignation. I assume you will need to find a replacement for the RPO-RTAC. I will continue to serve until notified you have a replacement. Roland

POST OFFICE BOX 8, CLINTON, NORTH CAROLINA 28329-0008

#### MEMORANDUM:

TO:

Ms. Susan Holder, Assistant County Manager

FROM:

Ronald Bass, Emergency Management

DATE:

April 15, 2014

**SUBJECT:** 

**LEPC** Membership

The Sampson County Local Emergency Planning Committee would like to request that the following representatives be added to the membership for this committee.

Recommendation	Representative
Ms. Pat Smartt	Highlands Chapter American Red Cross
Ms. Maria Paniagua	Sampson Community College

This is being submitted for your review and consideration.

RB/dhd







a member institution of the North Carolina Community College System

HIGHWAY 24 WEST POST OFFICE BOX 318 CLINTON, NORTH CAROLINA 28329 voice 910-592-8081 fax 910-592-8048 email: phutchins@sampsoncc.edu

Established 1967

April 2, 2014

Mr. Ed Causey, County Manager Sampson County Board of Commissioners 435 Rowan Road Clinton, NC 28328

SUBJECT:

Appointment of a Trustee to the Sampson Community College

Board of Trustees

Dear Ed:

Under the terms of the General Statutes of North Carolina, the Board of Commissioners must appoint a person to serve a four-year term as a trustee of Sampson Community College, beginning July 1, 2014. Ms. Betty Jo Faircloth's term will expire on June 30, 2014.

Appointments to the SCC Board of Trustees must comply with the requirements of House Bill 1843, the State Government Ethics Act. The Act mandates that individuals must complete the Statement of Economic Interest. The Statement must be approved by the State Ethics Commission prior to individuals assuming their position on the Board of Trustees.

We would appreciate your notifying the college of your selection at your earliest convenience in order to meet these requirements.

If you have any questions, please do not hesitate to contact me.

Sincerely.

Paul Hutchins President

/fks

pc: Ms. Betty Jo Faircloth

#### SAMPSON COUNTY BOARD OF COMMISSIONERS

ITEM ABSTRACT	<u>ITEM NO.</u> 4			
Meeting Date: May 5, 2014	Information Only Report/Presentation Action Item Closed Session Planning/Zoning Water District Issue			
SUBJECT: Consent A	genda			
DEPARTMENT: Administr	ation/Multiple Departments			
ITEM DESCRIPTIONS/ATTACHMEN	TS:			
·	y as Mental Health Month in Sampson County			
b. Approve, as a second reading, the Sampson County Animal Control Ordinance				
c. Adopt a resolution supporting the allocation of state funding for drainage improvements and resurfacing of the parking lot and driveways for the Clement Fire Volunteer Fire and EMS, Clement Volunteer EMS and Rescue and Community Building facilities				
d. Approve the execution of the Field Internship Agreement between Wayne Community College and Sampson County EMS				
	tion for the 2014 Single Family Rehab (SFR) Grant Program, rement and Disbursement Policy, and Service Agreement			
f. Consider approval of late application	on for present use value (Skinner)			
g. Approve tax refunds				
h. Approve budget amendments				
RECOMMENDED ACTION OR MOTION: Motion to app	prove Consent Agenda as presented			



## PROCLAMATION MENTAL HEALTH MONTH

**WHEREAS**, mental health is essential to everyone's overall physical health and emotional well-being and caring for your mind as well as your body is good for your overall health and vital for success in personal life, at work, and at school; and

**WHEREAS,** mental illness will strike nearly one in four adults and children in a given year, regardless of age, gender, race, ethnicity, religion, or economic status; and

**WHEREAS**, mental health problems are as treatable as many physical illnesses, and people who have mental illnesses can recover and lead full, productive lives; and

**WHEREAS**, an estimated two-thirds of adults and young people who have mental health disorders are not receiving the help they need; and

**WHEREAS**, the cost of untreated and mistreated mental illnesses and addictive disorders to American businesses, governments, and families has grown to \$100 billion annually; and

**WHEREAS**, community-based services that respond to individual and family needs are costeffective and beneficial to consumers and the community; and

WHEREAS, Sampson County and its partner counties, through the services provided by Eastpointe LME, are engaged in helping people to achieve healthy minds and healthy lives; and

**WHEREAS**, the Eastpointe LME Board of Directors has requested that the Board of Commissioners declare the month of May as "Mental Health Month" to raise awareness and understanding of mental illness and mental health.

**NOW, THEREFORE,** the Sampson County Board of Commissioners, does hereby proclaim the month of May, 2014 as "MENTAL HEALTH MONTH" and calls upon the citizens, government agencies, public and private institutions, businesses and schools in the Eastpointe catchment area to recognize the importance of mental, as well as physical health, and to commit our communities to increasing awareness and understanding of mental health, and the need for appropriate and accessible services for all people who have mental illnesses.

**ADOPTED** this 5<sup>th</sup> day of May, 2014.

Jefferson B. Strickland, Chairman
SAMPSON COUNTY BOARD OF COMMISSIONERS



# RESOLUTION SUPPORTING PROJECT FUNDING FOR RESURFACING AND DRAINAGE IMPROVEMENTS TO PARKING AREA AND DRIVEWAYS FOR THE PUBLIC SAFETY FACILITIES AND COMMUNITY BUILDING IN THE CLEMENT COMMUNITY

**WHEREAS**, the Board has been made aware that project funding is being sought to provide resurfacing and repair to the parking area and drainage system serving the Clement Fire Volunteer Fire and EMS, Clement Volunteer EMS and Rescue, and the Clement Community Building, located on State Road 1006 in Sampson County; and

**WHEREAS,** while this location is frequently utilized by members of the community for public meeting and events, it is more importantly the base for two volunteer public safety organizations – Clement Volunteer Fire Department and Clement Volunteer Rescue – as well as a base for a County-paid paramedic Quick Response Vehicle (QRV) twenty-four hours a day; and

**WHEREAS**, the public safety vehicles located on this site represent a great investment of state and local funds, and it is imperative that they be afforded a safe environment from which to be readied and dispatched to serve the citizens of the Clement community; and

**WHEREAS,** it is imperative that the parking area and its entrances be maintained to afford its users – both citizens and public safety personnel – safe and efficient traffic ingress and egress onto our state roadways.

**NOW, THEREFORE, BE IT RESOLVED,** that the Board of Commissioners of the County of Sampson supports the efforts to secure funding to complete the needed resurfacing, repair and drainage improvements to the parking area and driveways for the public safety facilities and community building in the Clement community and urges the allocation of these monies as requested.

**ADOPTED** this 5th day of November, 2014.

	Jefferson B. Strickland, Chairman
	Sampson County Board of Commissioners
ATTEST:	
	Susan J. Holder, Clerk to the Board

POST OFFICE BOX 8, CLINTON, NORTH CAROLINA 28329-0008

#### MEMORANDUM:

TO:

Mr. Edwin W. Causey, County Manager

FROM:

Ronald Bass, Emergency Management

DATE:

April 1, 2014

SUBJECT: Wayne Community College Field Internship Agreement

Enclosed please find a Field Internship Agreement between Wayne Community College and Sampson County EMS. This agreement will allow students who are in training the opportunity to ride with EMS in order to receive credit hours as required for course completion. The students will be allowed to perform skills under the supervision of EMS employees who have been cleared as a preceptor.

If you concur I would like to ask that this agreement be submitted to the Board of Commissioners for consideration and approval. If you may have any questions please feel free to contact me.

RB/dhd

Enclosure



#### MEMORANDUM OF UNDERSTANDING

#### WAYNE COMMUNITY COLLEGE

#### And

#### SAMPSON COUNTY EMS

THIS AGREEMENT made this 1<sup>st</sup> day May 2014 by and between **WAYNE COMMUNITY COLLEGE** (hereinafter referred to as the **COLLEGE**), and **SAMPSON COUNTY EMS.** (hereinafter referred to as the **AGENCY**);

#### WITNESSETH

WHEREAS the AGENCY has given and desires to continue to give special attention and strong support to the needs of the Health Related programs of the COLLEGE; and

WHEREAS the AGENCY intends to continue to cultivate its clinical bonds with the COLLEGE; and

WHEREAS THE COLLEGE, is interested in providing educational opportunities in Health Related Programs and desires to continue its relationship with the AGENCY;

NOW THEREFORE, the parties agree as follows:

- I. COLLEGE RESPONSIBILITIES It shall be the responsibility of the COLLEGE to do the following:
  - A) To sponsor and promote an educational program at the **COLLEGE** education in the health related disciplines.
  - B) To employ qualified faculty to develop, implement, and evaluate the Health Programs. The program director shall be responsible for coordinating the total curriculum.
  - C) To provide faculty to plan and to supervise clinical experiences and to evaluate student performance in accordance with course guidelines and objectives.
  - D) To require each student and/or faculty assigned to the **AGENCY** to comply with the policies, procedures, rules and regulations of the **AGENCY**, as the same may be from time to time amended, including but not limited to the employee Health and Infection Control Policies; and the confidentiality Policy, regarding the records of those served by the **AGENCY**; and the blood and body fluid exposure policies in effect during any student and/or faculty rotation.
  - E) To provide the **AGENCY** with a rotation schedule to include the names, numbers of the students, the level of the students, time, days, clinical area and responsible instructor.

#### Page 2 of 5

- F) To require students and faculty to carry adequate professional liability insurance while at the **AGENCY**. The limits of liability of said insurance shall be at least one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) per aggregate. Proof of such coverage shall be maintained by the director of the program and available upon request. A criminal background check and drug testing are done prior to beginning clinical rotations. Upon request of the **AGENCY** this information will be made available prior to clinical.
- G) To remove any student from the AGENCY, whenever in the opinion of the AGENCY and the COLLEGE, it is deemed to be in the best interest of either the AGENCY consumers and/or employees.
- H) To recommend for placement in the clinical education program of the facility only those students who have earned a satisfactory or passing grade point average as defined by the **COLLEGE.**
- I) To provide the **AGENCY** with copies of current course syllabi, and written evaluations of the clinical experiences upon request of the **AGENCY**.
- J) To adhere to the essential guidelines for the applicable accrediting bodies for the particular Health fields covered pursuant to this agreement.
- K) To cooperate with Agency facilitator and/or designee, to assign students to specific areas with the **AGENCY**.
- II. AGENCY RESPONSIBILITIES It shall be the responsibility of the AGENCY as follows:
  - A) To offer its facilities as a clinical learning experience to the **COLLEGE'S** enrolled students in Health programs and to foster among its staff and employees, both technical and professional, a "teaching attitude" of helpfulness to the **COLLEGE'S** students and/or faculty.
  - B) To retain direct responsibility for and control of its health delivery services.
  - C) To provide sufficient and qualified supervisory and staff personnel, as required by the particular Boards governing the areas within the **AGENCY** selected for learning experiences for the students.
  - D) To provide opportunities for faculty-staff planning.
  - E) To provide sufficient and properly maintained equipment and supplies suitable for students use within the facility.

#### Page 3 of 5

- F) To provide faculty and students access to first aid and emergency care for illnesses and/or accidents occurring on the property operated by the AGENCY. Costs for such care shall be the responsibility of the faculty member or student receiving such services: except in the event, the exposure may have resulted from any error or omission by the AGENCY and/or its agents or employees, the Agency facilitator or designee shall notify the Health Program director regarding assistance from the AGENCY for diagnostic tests, including but not limited to RPR, Hepatitis B surface Antibody, Hepatitis B Surface Antigen, HIV for exposed student/faculty and source person.
- G) To give to the **COLLEGE** consideration with other educational institutions with respects to the scheduling for the use of the **AGENCY** for all purposes set out in this Memorandum of Understanding.
- H) To cooperate with the Program Director, or designee, to assign students to specific areas within the **AGENCY**.
- I) To provide an orientation session to include rules and regulations, policies and a tour of the **AGENCY** for the students and faculty prior to their first clinical experience.

#### III. MUTUAL RESPONSIBILITIES:

- A) **TERMS:** The term of this Agreement shall commence as of the date first found above and shall continue in full force and effect until mutually dissolved. Either party shall have the right to terminate this Agreement with or without cause, upon ninety (90) days notice in writing to the other party.
- B) **EQUAL EMPLOYMENT AFFIRMATIVE ACTION EMPLOYERS:** The parties agree that they are Equal Employment Affirmative Action Employers and shall not discriminate in any manner against any student or faculty member regardless of race, color, national origin, religion, sex, age or disability.
- C) **AGENCY:** Under no circumstances are any other **COLLEGE** faculty or students to be considered agents or employees of the **AGENCY** while they are engaged in clinical activities/supervising students from the **COLLEGE**.
- D) **SCHEDULING:** Clinical scheduling (for priority commitment) will be designated each year at a joint conference between the **AGENCY** and the **COLLEGE** and other affiliating schools.
- E) **DISMISSAL:** Only the **COLLEGE** shall have the authority to dismiss students from any Health Program.

#### Page 4 or 5

- F) **MODIFICATION:** This agreement may be modified or amended at any time by mutual consent. Such amendment shall be in writing with said writing signed by both parties.
- G) **ENTIRE AGREEMENT AND AMENDMENTS:** This Agreement contains the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous written or oral negotiations in agreement between them regarding the subject matter hereof.
- H) LIABILITY: The COLLEGE on its behalf accepts responsibility for its tortuous acts to the extent allowed under the North Carolina Tort Claims Acts, North Carolina General Statutes 143-300.1 et seq. and accepts responsibility for any and all claims, losses, liabilities, demands, damages or any other financial demands that may be alleged or realized due to its own negligence and or negligence of its agents, employees or students while in the performance of their duties or assignment pursuant to this Agreement to the extent permitted by law, except that the COLLEGE does not agree to hold harmless the AGENCY from any claims which may have resulted from any error omission by the AGENCY and/or its agents or employees.
- I) **SEVERABILITY:** If any provision of this agreement is determined to be invalid or unenforceable, the provision shall be deemed to be severable from the remainder of the Agreement and shall not cause the invalidity or unenforceability of the remainder of the Agreement.
- J) **WAIVER CLAUSE:** The failure by the party at any time to require performance by the other party of any provision hereof shall not effect in any way the right to require such performance at a later time not shall the waiver by either party of a breach of any provision hereof be taken or be held to be waiver of such provision.
- K) **ASSIGNMENT:** This agreement is personal to each of the parties hereto, and neither party may assign nor delegate any of its rights or obligations without first obtaining the written consent of the other party unless otherwise provided for in this Agreement. Any purported assignment without prior written consent shall be null and void.
- L) STANDARDS: Shall be adhered to.
- M) **NOTICE:** Any notice required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when delivered personally or 3 days after being mailed to the following address:

SAMPSON COUNTY EMS ATTN: ANGELA MCGILL PO BOX 8 CLINTON, NC 28328 WAYNE COMMUNITY COLLEGE ATTN: BEVERLY DEANS, DIRECTOR EMS, FIRE & LAW ENFORCEMENT PO BOX 8002 GOLDSBORO, N.C. 27533

## MEMORANDUM OF UNDERSTANDING Wayne Community College

	Page 5 of 5			
	Health Programs:	Paramedic		
		EMT-Intermediate		
		EMT-Basic		
	IN WITNESS WHERE above.	OF, the parties hereto have set their ha	nds and s	seals the day and year first written
	Ronald Bass, EMS	DIRECTOR		4-7-14 DATE
	EDWIN CAUSEY, CO	UNTY MANAGER		DATE
	WAYNE COMMUNIT	TY COLLEGE		
	Penta D. Allew RENITA DAWSON, V CONTINUING EDUCA			3-13-14 DATE
•	BEVERLY DEANS, PU EMS, FIRE, AND LAW	JBLIC SAFETY DIRECTOR VENFORCEMENT		03-11-14 DATE
C	torbelly i KIMBERLY M. BOSW	1. Bosull ELL, EMS COORDINATOR		March 10, 2014 DATE

Sampson County Finance Department

## Memo

To: David Clack, Finance Officer

From: Juanita Brewington

Date: April 23, 2014

Re: Single Family Rehab Program (SFR14)

Sampson County was approved for North Carolina Housing Finance Agency's (NCHFA) 2014 Single Family Rehab (SFR) program.

Post Approval Documentation which includes the Assistance Policy and the Procurement and Disbursement Policy as well as the Service Agreement are now due to NCHFA for the 2014 SFR program.

The Assistance Policy describes the process from start to finish with the program which includes the application period. The Service Agreement is with Advanced Energy Corporation and the cost for their testing and monitoring of the homes is paid with NCHFA funds as soft costs.

Upon execution of the policies and submittal to NCHFA for approval, we will begin the process of taking applications for this program. We cannot solicit for applications from Citizens for participation in the SFR14 program until the Funding Agreement and PAD requirements have been satisfied.

We propose to service 15 homes with a not to exceed amount of \$846,000. The max amount that can be spent on a home is \$45,000 with an additional \$11,400 in soft costs, for a total of \$56,400 per unit. Soft costs are reasonable and necessary support costs such as outreach & advertising, environmental review preparation, lead based paint and asbestos testing/clearance, energy assessment, inspections, work write ups, cost estimate, project & construction management, document preparation and home performance/energy star quality assurance testing. With SFR11 program funds we serviced 11 homes with the assistance of The Wooten Company as the Administrator of the program.

There is a mandatory Administrator's Implementation Workshop on June 11, 2014 in Raleigh for County and Wooten representatives.

All rehabilitation work for this program must be completed and closeout by June 30, 2017.

#### North Carolina Housing Finance Agency 2014 Single-Family Rehabilitation Loan Pool (SFRLP14) Post-Approval Documentation

SFRLP1426	County of Sampson
SFRLP1426	County of Sampson

#### A. Instructions

Your Application for Funding under the 2014 cycle of the Single-Family Rehabilitation Loan Pool (SFRLP14) was approved for \$170,000 and assigned Funding Agreement number SFRLP1426. As a Member of the SFRLP14 "Pool", \$170,000 has been set aside in the pool for your project and may be reserved (set up) on a unit-by-unit basis once units have been selected and required documents have been received by the North Carolina Housing Finance Agency (the Agency). In accordance with SFRLP14 Program guideline (PG) 3.2.2 you may reserve funds for up to 3 units under your original \$170,000 set-aside. Funds for additional units may be reserved from the pool, depending on availability, on a unit-by-unit, first come, first served basis in accordance with PG 3.2 up until December 31, 2016.

Please provide the information and documentation requested in this packet and forward it to Mark Lindquist mwlindquist@nchfa.com or FAX to Mark at 919-877-5599. The Case Manager assigned to your SFRLP project is Donna Coleman and can be reached at 919-981-5006 or via email at djcoleman@nchfa.com.

#### B. Status of Other Funds

If the Application for Funding stated that other funds would be available to assist with the rehabilitation of the proposed housing units, the Member must provide documentation for each source of funds identified, with the exception of Rural Development 504 funds. The table immediately below summarizes the proposed amount of matching funds according to your application.

Source of Funds	Amount
Volunteer labor	
Donated material	
Matching local funds	
Total of matching funds committed to the SFRLP14 project	Not Applicable

#### C. Assistance Policy

Because SFRLP14 beneficiaries are not necessarily pre-selected and approved through a public hearing process, it is especially important that SFRLP14 Members *adopt* an Assistance Policy that thoroughly and clearly identifies the eligibility criteria for assistance, and for prioritizing applicants once they have been determined eligible. This policy should be fair, open and non-discriminatory. In addition, other facts, policies and procedures affecting potential applicants and/or recipients of assistance should be spelled out in your Assistance Policy. Be sure to include your policy on temporary relocation, if applicable. Please submit your proposed Assistance Policy as part of the completed Post Approval Documentation to the Agency. A sample Assistance Policy is located on the NCHFA website (http://www.nchfa.com/Nonprofits/RRformsapps.aspx#sfr). You may choose to use it as a template to develop your own policy.

#### D. Procurement and Disbursement Policies

SFRLP14 Members must submit a copy of their Procurement Policy that is specific to SFRLP14 and is written in accordance with 24CFR85.36 (for units of local government) or 24CFR84.4 (for non-profit organizations) and a copy of their Disbursement Policy, to the Agency, for review and approval. Please submit a copy of your proposed Procurement Policy and a copy of your proposed Disbursement Policy for SFRLP1413, to the Agency, as part of your PAD.

#### E. Service Area Requirements

Your Application for Funding was approved for the following service area and amount:

Service Area	Approved Program Funds		
Sampson County	\$170,000		

#### F. Fiscal Year and Audits. (Complete this section)

Members will be required to submit reports as required under NC State General Statue 143C-6-23 (Non-Government Organizations) or NC State General Statue 159-34 (Units of Local Government). Fiscal year begins July 1 and ends June 30

#### G. Acknowledgement of Audit Compliance Reporting Responsibilities

Please have the financial person from your organization, responsible for coordinating the annual audit, complete and sign the enclosed "Audit Compliance Responsibilities" form, acknowledging its receipt. Then, return it with the completed PAD.

#### H. Organizational Documents. (Non-Government Organizations Only) Not Applicable

- 1. Please provide a copy of your Conflict of Interest Policy in accordance with GS 143C-6-23.
- 2. Please provide a written statement, made under oath and completed by your board of directors or appropriate governing body stating that your organization does not have any overdue taxes, as defined by GS 105-243.1 at the federal, state and local level.
- 3. Please provide copies of organizational documents, including articles of incorporation, bylaws, and a listing of all directors, officers and staff.

#### I. Intergovernmental Agreement Not Applicable

Please provide a copy of an intergovernmental agreement between your governmental entity and the governmental entity in which you will be providing services under SFRLP14, as required by GS 160-456.

#### J. Home Performance with Energy Star (HPwES) Tri-Party Agreement

The Agency has incorporated the Home Performance with Energy Star (HPwES) standards into the Energy Efficiency Standards of the program. The Agency has collaborated with Advanced Energy, Incorporated (AE), the State Sponsor for the North Carolina HPwES Program, for them to provide quality assurance with regards to the installation of energy efficiency measures required to meet the HPwES standards. The quality assurance process requires each Member to sign a Tri-Party Agreement which outlines the responsibilities of each respective party in assuring compliance with the HPwES standards. Enclosed are three copies of the Tri-Party Agreement between the County of Sampson, Advanced Energy, and the Agency. Please have the Chief Administrative Official of the SFRLP14 Member review the document and sign each copy, and return the three copies with the PAD.

#### K. Signatory Card, W9 and Direct Deposit

- 1. Enclosed in the PAD packet is a Signatory Form and Certification. Please have this signed by each individual authorized by your organization's governing board who will be requisitioning SFRLP14 funds. Return the signed form to the Agency as part of the completed PAD. Be sure to provide a copy of the resolution passed by the governing board authorizing the requisitioning of funds by those persons whose signatures appear on the enclosed certification.
- 2. Enclosed is the Form W-9 Request for Taxpayer Identification Number and Certification. Please complete this form with the requested information and return the completed form with the PAD.
- 3. Also, enclosed is the form for electronic payments, which will allow for direct deposit of Program funds into your designated checking account. Please complete this form with the requested information and return the completed form with the PAD.

#### L. SFRLP Budget for Soft Costs

Your Application for Funding was approved based partly on your itemized SFRLP Budget for Soft Costs in your application. The Agency recommended SFRLP14 budget for soft costs provided in the following table may reflect the budget for soft costs submitted in your SFRLP14 Application for Funding with an additional increase or decrease in line items.

	SFR Soft Costs/unit	SFRLP1426
1.	Outreach & Advertising	\$250
2.	Environmental Review preparation	\$250
3.	Asbestos testing/clearance	\$950
4.	Radon testing	\$0
5.	LBP inspection/risk assessment	\$475
6.	LBP clearance	\$325
7.	Energy Assessment and Test Out by HPwES Contractor	\$950
8.	Loan document execution, recording & legal fees	\$450
9.	Pre-rehab Inspection including scope of work	\$400
10.	Work write-ups	\$2000
11.	Cost estimate	\$250
12.	Project & construction management	\$4990
13.	Flood Insurance (units in Flood Hazard Zones)	\$0
14.	Post-rehab value certification	\$200
15.	Home Performance w/Energy Star Quality Assurance	\$500
	Total SFR Soft Costs/unit	\$11990

Please check the appropriate response.

XXa. Member accepts Agency-recommended budget (per table above); or

b. Member proposes to adjust the budget as follows (complete the following table)

	SFR Soft Costs/unit	
1.	Outreach & Advertising	
2.	Environmental Review preparation	
3.	Asbestos testing/clearance	
4.	Radon testing	
5.	LBP inspection/risk assessment	
6.	LBP clearance	
7.	Energy Assessment and Test Out by HPwES Contractor	
8.	Loan document execution, recording & legal fees	
9.	Pre-rehab Inspection including scope of work	
10.	Work write-ups	
11.	Cost estimate	
12.	Project & construction management	
13.	Flood Insurance (units in Flood Hazard Zones)	
14.	Post-rehab value certification	
15.	Home Performance w/Energy Star Quality Assurance	
	Total SFR Soft Costs/unit	

#### M. Certification

The Member certifies that the information provided herein and herewith is complete and accurate and that, if approved by the North Carolina Housing Finance Agency, it will be made part of the Funding Agreement by reference, superseding any conflicting information contained in the original Application for Funding without otherwise affecting said Application.

Attest		Authorized Signatur	re
Assistant Count	y Manager	County Manager	
Title	Date	Title	Date

#### **Sampson County**

Assistance Policy
For the 2014 Cycle of the
Single-Family Rehabilitation Program

What is the Single-Family Rehabilitation Program? Sampson County has been awarded \$170,000 by the North Carolina Housing Finance Agency ("NCHFA") under the 2014 cycle of the Single-Family Rehabilitation Program ("SFR2014"). In addition to this award, participation in this round includes County membership in a performance pool which will allow for service to additional applicants. This program provides funds to assist with the rehabilitation of moderately deteriorated homes which are owned and occupied by lower-income households. The County, one of a small number of organizations funded in the whole state under SFR2014, plans to apply the funds toward the rehabilitation of single family homes within Sampson County.

This Assistance Policy describes who is eligible to apply for assistance under the SFR program, how applications for assistance will be rated and ranked, what the terms of assistance are and how the whole rehabilitation process will be managed. The County has tried to design this SFR2014 project to be fair, open, and consistent with the County's approved application for funding and with NCHFA's SFR Program Guidelines.

The funds provided by NCHFA come from the US Department of Housing and Urban Development's (HUD) federal HOME Investment Partnerships Program. The County has engaged the services of The Wooten Company to act as the County's agent in this process and help the County implement this grant.

**Program Goals and Objective.** The primary goal of the 2014 cycle of the SFR program is to encourage the comprehensive rehabilitation of scattered-site-single-family housing units owned and occupied by very low and low income elderly and/or disabled homeowners.

The objectives of the SFR Program are:

- 1) To promote equitable distribution of program funds across the state:
- 2) To serve elderly and disabled homeowners, as well as households with elderly and/or disabled fulltime household members or with a child under the age of six whose health is threatened by the presence of lead hazards, with incomes at or below eighty percent (80%) of area median incomes;
- 3) To facilitate aging in place amongst elderly and disabled homeowners through accessibility modifications;
- 4) To promote the long-term affordability and lower operating costs of assisted units through cost-effective energy-efficiency measures and performance testing;
- 5) To facilitate the continued development of rehabilitation management skills among recipient organizations; and
- 6) To complement other housing repair and rehabilitation programs and ensure that all available program funds are invested within the limited time available.

SFR Rehabilitation Standards ensure that each unit assisted will make a long-term positive impact on the state's housing stock by providing decent, affordable housing for at least another generation.

This Assistance Policy describes who is eligible to apply for assistance under the SFR program, how applications for assistance will be rated and ranked, what the terms of assistance are and how the whole rehabilitation process will be managed. Sampson County has tried to design this SFR2014 project to be fair, open, and consistent with Sampson County's approved application for funding and with NCHFA's SFR Program Guidelines.

Who is eligible to apply? There are three major requirements to be eligible for SFR2014 assistance. The applicant <u>MUST</u>:

- 1) The homeowner's family or household <u>must</u> be below 80% of median area income.
- 2) A member of the household must be elderly and/or disabled.
- The applicant's house <u>must</u> be deteriorated, but not so much that the homes selected for rehabilitation can not be brought up to standards with the limited funding available (maximum of \$45,000 / house). **Unfortunately, some otherwise-eligible Sampson County families will be deemed ineligible because their homes fail this test.**

More specifically, to be eligible for consideration, homeowners must meet the following requirements:

- Applicants for SFR rehabilitation funds must prove that they own and occupy the property to be rehabilitated as their primary residence.
- The property owner must be free of any back taxes or liens in default at time of application.
- · Applicants must not be in foreclosure proceedings.
- Applicants must not have any judgments against the property or the homeowner.
- Applicants must reside within Sampson County.
- Applicants must be a U.S. citizen.
- Applicants' homes must meet all of the tests listed below. (See "What types of houses are eligible?" below)
- Applicants' household incomes must fall at or below 80% of the area median. (See chart below.)

## 2014 Income Limits for Sampson County\* Single-Family Rehabilitation Program (SFR14)

FY 2014 Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Extremely Low (30%) Income Limits \$	\$10,400	\$11,850	\$13,350	\$14,800	\$16,000	\$17,200	\$18,400	\$19,550
Very Low (50%) Income Limits \$	\$17,300	\$19,800	\$22,250	\$24,700	\$26,700	\$28,700	\$30,650	\$32,650
Low (80%) Income Limits \$	\$27,650	\$31,600	\$35,550	\$39,500	\$42,700	\$45,850	\$49,000	\$52,150

<sup>\*</sup>based on the HUD 2014 Median Family Income of \$46,800.

What types of houses are eligible? Properties are eligible only if they meet all of the following requirements:

- The property must be an owner-occupied, single-family house within Sampson County.
- The property must require at least \$5,000 of improvements in order to meet SFR program standards.
- The property must be free of environmental hazards and other nuisances or any such hazards or nuisances must be corrected as part of the rehabilitation of the unit. The Rehabilitation Specialist will determine whether there are environmental hazards/nuisances present on the site and if they can be removed through rehabilitation.
- The housing unit must be capable of meeting, upon completion of rehabilitation, NCHFA SFR14 Rehabilitation Standards (which includes Housing Quality Standards, Energy, Environmental, Lead Based Paint, and SFR General Standards).
- The property must be economically feasible to rehabilitate. This means that it must be possible to bring the unit into compliance with all SFR2014 rehabilitation standards at a cost not exceeding the program limits (\$45,000 per house).
- Properties cannot be located in the right-of-way of any impending or planned public improvements. The County will make this determination.
- The property must be current with all taxes. If the owner is unsure about this, they can call the Sampson County Tax Assessor's Office at (910) 592-8146.
- The property cannot be located on a site that is endangered by mudslides, landslides or other natural or environmental hazards. The County will work with the homeowner to make this determination, if needed.
- Manufactured housing is NOT eligible. If the owner is unsure about real property status, they
  can call the Sampson County Tax Assessor's Office at (910) 592-8146.
- The property may not be located in a flood hazard area. The County will verify whether the home is in the flood plain.
- The property cannot have been repaired or rehabilitated with public funding of \$5,000 or more within the past 10 years without NCHFA approval.
- Households with Felony convictions in the past ten (10) years will not be considered for assistance.
- Bankruptcies must have been discharged for at least three (3) years to be considered for assistance.

How are applications ranked? There are many more eligible households (with eligible houses) than can be assisted with the available funds. Therefore, the County has devised the following priority system to rank eligible applicants, determine which of them will be selected for assistance and in what order. Under this system applicants will receive points for falling into certain categories of special need. The applications will be ranked according to which receive the most points. In the event of a tie, the lower income applicant will receive priority.

## Priority Ranking System for Sampson County 2014 Single-Family Rehabilitation Program

Special Needs (for definitions, see below)	Points
Elderly Head of Household (62 or older) or Disabled Head of Household	3
Disabled or Elderly Household Member (not Head of Household)	1

Income (See Income Table above)	Points
Less than or equal to 30% of County Median Income	3
31% to 50% of County Median Income	2
51% to 80% of County Median Income	1
81% or above of County Median Income	Not Eligible

Year Built (as listed by the tax department)	Points
Built after 1978	5
Built in 1970-1978	3
Built before 1970	0

The definitions of special needs populations under Sampson County's SFR2014 Project are:

- Elderly: An individual aged 62 or older.
- Disabled: A person who has a physical, mental or developmental disability that greatly limits one or more major life activities, has a record of such impairment, or is regarded as having such an impairment..
- Head of Household: The person or persons who own(s) the house.
- Household Member. Any individual who is an occupant (defined below) of the unit to be rehabilitated shall be considered a "household member" (the number of household members will be used to determine household size and all household members are subject to income verification).
- Occupant: An occupant is defined as any immediate family member (mother, father, spouse, son/daughter of the head of the household, regardless of the time of occupancy); or nonimmediate family member who has resided in the dwelling at least 3 months prior to the submission of the family's application.

Recipients of assistance under the SFR program will be chosen by the above criteria without regard to race, creed, sex, color or national origin.

**Marketing the Program** - Sampson County, through its agent, will advertise the program and the application period in The Sampson Independent. Notices will be posted in the County administration buildings, and with local service providers to fixed income residents..

What are the terms of assistance under SFR2014? The County will provide several types of assistance to the homeowners whose homes are selected for rehabilitation. The County, through its agent, will determine the scope of work needed to meet SFR program standards, prepare a work write-up and bid documents, solicit competitive bids from approved contractors, provide contract documents, conduct a pre-construction conference, inspect work in progress, and disburse funds to the contractor.

To pay for the rehabilitation work, the County will provide part of the funds in the form of an interest-free loan, forgiven at \$3,000 per year. As long as the borrower lives in the home, no payments on the loan will be required. An SFR2014 loan, or the un-forgiven balance on the loan, will become due and payable to the Agency upon default or transfer of title. Loans may be assumed by heirs or income-eligible buyers if they use the home as their principal residence. Of course, if the recipient prefers, the loan can be paid off at any time, either in installments or as a lump sum payment.

Each unit must use a minimum of \$5,000, but not more than \$45,000 of SFR2014 funds. The amount will depend on the scope of work, as determined by the Rehabilitation Specialist, and the best bid received. This amount also includes costs for lead inspections, lead risk assessments and pressure diagnostic testing.

The form of assistance for construction-related costs (hard costs) will be provided as no interest, no payment loans which are forgiven at the rate of \$3,000 per year. The forgivable loan may not exceed \$45,000. In addition, assistance for cost associated with construction (soft costs) such as environmental reviews, property evaluation and inspections will be provided in the form of a grant. The grant is funded by the HOME Investment Partnerships Program.

What kinds of work will be done? Each house selected for assistance will be rehabilitated to meet NCHFA SFR2014 rehabilitation standards. These requirements are spelled out in full in the County's 2014 SFR Program Administrator's Manual, which you may view, at reasonable times, upon request, at the County Administration Building. Topics covered in the manual include Rehabilitation Standards, General Requirements, Housing Quality Standards, Energy Efficiency, Environmental Protection and Lead-Based Paint.

In addition to the above items that must be done to satisfy NCHFA requirements, the scope of work may also include certain items meant to enhance or protect neighborhood and unit property values, and/or home modifications designed to enable frail or disabled household members to function more independently.

Generally, the County (through its agent) will specify that rehabilitation tasks be accomplished in the least-expensive method that is deemed adequate to meet program standards. The SFR assistance cannot be used for luxury or unnecessary remodeling work.

Of course, contractors performing work funded under SFR2014 are responsible for meeting all local requirements for permits and inspections. All work done under the program must be performed to NC State Residential Building Code standards. (This does not mean, however, that the whole house must be brought up to Building Code Standards.)

Who will do the work on the homes? The County is obligated under SFR2014 to ensure that quality work is done at reasonable prices and that all work is contracted through a fair, open and competitive process. To meet those very difficult requirements, the County (through its agent) will invite bids only from licensed contractors who are part of an "approved contractors' registry".

To be on the registry, contractors must (1) fill out an application form, listing several references and recent jobs completed, (2) be licensed in the state of North Carolina. The County's agent reserves the right to remove any contractor from the registry for any reason. Both Sampson County and its agent invite minorities to participate in the SFR program and do not discriminate on the basis of race, color, gender, national origin, age, religion, creed, disability, or sexual orientation. Sampson County is an equal opportunity employer.

Approved contractors will be invited to bid on each job, and the lowest responsive and responsible bidder will be selected for the contract. "Responsive and responsible" means the contractor (1) is deemed able to complete the work in a timely fashion, and (2) that the bid is within 15% (in either direction) of the County agent's cost estimate. If the contractors fail either of these tests for responsive and responsible bidder, the rehab specialist has the option to reject all bids and rebid the jobs. If required, lead based paint abatement will be performed by contractors who are state certified to perform such work. Note: All contractors must be licensed general contractors in the state of North Carolina to bid in this program regardless of bid amount.

What are the steps in the process, from application to completion? Now that you have the information about how to qualify for the 2014 Sampson County Single-Family Rehabilitation Program, what work can be done, and who will do it, let's go through all the major steps in the process:

- 1. Completing an Application Form: Homeowners who wish to apply for assistance must submit an application form by Thursday, July 31, 2014 at 5:00pm. Applications submitted after July 31, 2014, will be considered, but only after all applications submitted prior to this deadline are considered. Apply by contacting Juanita Brewington, Senior Finance Technician, at (910) 592-7181 extension 2256 or at 406 County Complex Road, Building "C", Clinton, NC 28328. Proof of ownership and income will be required. Those who have applied for housing assistance from the County in the past will not automatically be reconsidered. A new application will need to be submitted.
- **2. Preliminary Inspection:** The Rehabilitation Specialist will visit the homes of potential recipients to determine the need and feasibility of the home for rehabilitation.
- 3. Screening of Applicants/Formal Application: Applications will be rated and ranked by the County and its agent based on the priority system outlined above and the feasibility of rehabilitating the house. The households to be offered assistance will be selected by the County working in tandem with its agent, at which time the household will be required to complete a more detailed application form for rehabilitation assistance. Household income will be verified for program purposes only (information will be kept confidential). Ownership of property will be verified along with other rating factors.
- 4. From this review, the most qualified applicants will be chosen according to the priority system described above. The County, through its agent, will then submit to NCHFA the SFR2014 Loan Application and Reservation Request forms for each potential borrower for approval of SFR funding. This includes a written agreement that will explain and govern the rehabilitation process. This agreement will define the roles of the parties involved throughout the rehabilitation process.
- **5. Applicant Interviews:** Approved applicants will be provided detailed information on assistance, lead hazards, program rehabilitation standards and the contracting procedures

associated with their project at this informational interview. Before proceeding with the rehabilitation of their home, the applicant will be given five (5) days in which to decide whether to accept the loan and participate in the SFR program or not. Applicants will be encouraged to consult with family members and legal professionals in order to determine the best course of action for them.

- 6. Work Write-up: The Rehabilitation Specialist will visit the home again for a more thorough inspection. All parts of the home must be made accessible for inspection, including the attic and crawlspace, if any. The owner should report any known problems such as electrical short circuits, blinking lights, roof leaks and the like. The Rehabilitation Specialist will prepare complete and detailed work specifications (known as the "work write-up"). A final cost estimate will also be prepared by the Rehabilitation Specialist and held in confidence until bidding is completed.
- 7. Bidding: The work write-up and bid documents will be mailed to the contractors from the Approved Contractors Registry who will be given two to three weeks in which to inspect the property and prepare bid proposals. The names of the invited contractors will be supplied to the homeowner. Each will need access to all parts of the house in order to prepare a bid. A bid opening will be conducted at the County Administration Building at a specified date and time, with all bidders and the homeowner invited to attend.
- 8. Contractor Selection: Within 24 hours of the bid opening, after review of bid breakdowns and timing factors, the winning bidder will be selected. All bidders and the homeowner will be notified of (1) the selection, (2) the amount, (3) the amount of the County's cost estimate, and (4) if other than the lowest bidder is selected, of the specific reasons for the selection.
- 9. Loan Closing and Contract Execution: Loan and contract documents will be executed; these will bind all parties and make the project official. The contract will be between the contractor and the homeowner, with the County signing as an interested third party. Contractors must submit proof of liability insurance. Note: North Carolina law states you have the right to be represented by council at a loan closing. If you choose not to be represented, you must sign an Unrepresented Borrower Affidavit.
- 10. Pre-Construction Conference: A pre-construction conference will be held at the home. At this time, the homeowner, contractor and program representatives will discuss the details of the work to be done. Starting and ending dates will be agreed upon, along with any special arrangements such as weekend or evening work hours and disposition of items to be removed from the home (such as old cabinets, etc.). Within three (3) business days of the pre-construction conference, the County will issue a "proceed order" formally instructing the contractor to commence by the agreed-upon date.
- 11. Construction: The contractor will be responsible for obtaining a building permit for the project before beginning work. The permit must be posted at the house during the entire period of construction. Program staff will closely monitor the contractor during the construction period to make sure that the work is being done according to the work write-up (which is made a part of the rehabilitation contract by reference) and in a timely fashion. Code Enforcement Officers will inspect new work for compliance with the State Building Code, as with any other job. The homeowner will be responsible for working with the contractor toward protecting personal property by clearing work areas as much as practicable.

- 12. Temporary Relocation: Temporary relocation may be necessary for various reasons including the presence of lead-based paint hazards. Relocation assistance may be offered to help address the financial burden associated with temporary relocation only to those households required to temporarily relocate as a result of activity related to the rehabilitation of their home.
- 13. Change Orders: All changes to the scope of work must be approved by the owner, the contractor, and two Sampson County officials and reduced to writing as a contract amendment ("change order"). If the changes require an adjustment in the loan amount, the change must be specified in the change order.
- 14. Progress Payments: The contractor is entitled to request a maximum of two partial payments during construction, when the contract is 30% and 80% complete. When a payment is requested, the Rehabilitation Specialist will inspect the work within three business days, list all items deemed 100% complete, and calculate a payment based on 90% of the total contracted amount of those completed items. Payment will be made within four business days of receiving funds from NCHFA.
- 15. Closeout: When the contractor declares the work complete, program staff will thoroughly inspect work. If deficiencies are observed, the contractor will be required to correct them. When the Rehabilitation Specialist and the homeowner are satisfied that the contract has been fulfilled, each will sign off and, after receipt of the contractor's final invoice, the final payment will be ordered. The contractor will submit all lien releases prior to release of the final payment. All material and workmanship will be guaranteed for a one-year period after the date of project completion.
- 16. Post-Construction Conference: Following construction, the contractor and the Rehabilitation Specialist will sit down with the homeowner one last time. At this conference the contractor will hand over all owner's manuals and warranties on equipment. The contractor and Rehabilitation Specialist will go over operating and maintenance requirements for the new equipment and appliances and discuss general maintenance of the home with the homeowner. The homeowner will have the opportunity to ask any final questions about the work.
- 17. Recordation: As soon as possible after the contract has been awarded, and prior to beginning work, the County will execute the required loan note and deed of trust on behalf of the NCHFA. If, upon completion of all rehabilitation work, the contract price has changed due to the effect of change orders, the County will coordinate the execution of an estoppel agreement reflecting the resulting increase or decrease in the original loan amount. The loan is the property of NCHFA, with original documents sent there for storage and "servicing".
- **18. The Warranty Period:** It is extremely important that any problems with the work that was performed be reported to the Rehabilitation Specialist as soon as possible. All bona fide defects in materials and workmanship reported within one year of completion of construction will be corrected free of charge.

What are the key dates? If, after reading this document, you feel that you qualify for this program and wish to apply, please keep the following dates in mind:

- Applications available to the public starting July 1, 2014.
- Applications must be turned in at the Sampson County Administration Office by 5:00 PM on July 31, 2014.
- Awards made to loan recipients will begin in October, 2014.
- All rehabilitation work must be under contract by December, 2016.
- All rehabilitation work must be completed by June 30, 2017.

#### How do I request an application? Just contact:

Juanita Brewington, Senior Finance Tech - Housing Sampson County Finance Department 406 County Complex, Building "C" Clinton, NC 28328 (910) 592-7181 extension 2256

Is there a procedure for dealing with complaints, disputes and appeals? Although the application process and rehabilitation guidelines are meant to be as fair as possible, Sampson County realizes that there is still a chance that some applicants or participants may feel that they are not treated fairly. The following procedures are designed to provide an avenue for resolution of complaints and appeals.

#### During the application process:

- 1. If an applicant feels that his/her application was not fairly reviewed or rated and would like to appeal the decision made, he/she should contact Juanita Brewington, Senior Finance Technician, within five days of the initial decision and voice their concern. If the applicant remains dissatisfied with the decision, the detailed complaint should be put into writing.
- 2. A written appeal must be made within 10 business days of the initial decision on an application.
- 3. Sampson County will respond in writing to any complaints or appeals within 10 business days of receiving written comments.

#### During and after the rehabilitation process:

- 1. If the homeowner feels that construction is not being completed according to the contract, he/she must inform the contractor and the Rehabilitation Specialist.
- 2. The Rehabilitation Specialist will inspect the work in question. If he finds that the work is <u>not</u> being completed according to contract, the Rehabilitation Specialist will review the contract with the contractor and ask the contractor to remedy the problem.
- 3. If problems persist, a mediation conference between the homeowner and the contractor may be convened by the Rehabilitation Specialist and facilitated by the County Manager.
- 4. Should the mediation conference fail to resolve the dispute, the Manager will render a written final decision.
- 5. If the Rehabilitation Specialist finds that the work <u>is</u> being completed according to contract, the complaint will be noted and the Rehabilitation Specialist and the homeowner will discuss the concern and the reason for the Rehabilitation Specialist's decision.

Will the personal information provided remain confidential? Yes. All information in applicant files will remain confidential. Access to the information will be provided only to County employees and project consultants who are directly involved in the program, the North Carolina Housing Finance Agency, the US Department of Housing and Urban Development (HUD) and auditors.

What about conflicts of interest? No officer, employee or other public official of the County, or member of the County Commissioners, or entity contracting with the County, who exercises any functions or responsibilities with respect to the SFR program shall have any interest, direct or indirect, in any contract or subcontract for work to be performed with program funding, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Relatives of County employees, County Commissioners and others closely identified with the County, may be approved for rehabilitation assistance only upon public disclosure before the County Commissioners and written permission from NCHFA.

What about favoritism? All activities under SFR2014, including rating and ranking applications, inviting bids, selecting contractors and resolving complaints, will be conducted in a fair, open and non-discriminatory manner, entirely without regard to race, creed, sex, color or national origin.

Who can I contact about the SFR2014 program? Any questions regarding any part of this application or program should be addressed to:

Robert Clinebelle, Project Coordinator
The Wooten Company
120 N. Boylan Avenue -ORRaleigh, NC 27603
(919) 828-0531

Juanita Brewington, Senior Finance Tech Sampson County Finance 406 County Complex Road, Bldg. "C" Clinton, NC 28328 (910) 592-7181 ext. 2256

These contacts will do their utmost to answer questions and inquiries in the most efficient and correct manner possible.

Adopted this the day of	2014.
	Jefferson Strickland Chairman, Board of Commissioners
Attest:	
Susan J. Holder, Clerk to the Board	

#### Sampson County's Single Family Rehabilitation Program

#### SFRLP1426

#### **PROCUREMENT POLICY**

- 1. To the maximum extent practical, Sampson County promotes a fair, open and competitive procurement process as required under the North Carolina Housing Finance Agency's Single Family Rehabilitation Program (SFR). Bids are invited from Contractors who are part of the County's approved contractor registry. (To be on the registry, a contractor must complete an application, have their recent work inspected, reviewed and approved by the Rehabilitation Specialist and submit proof of insurance at the appropriate levels required by the County.) Sampson County will take steps to encourage local Sampson County contractors to be part of the County's approved contractor registry and to participate in the bidding process.
- 2. Eligible contractors on the County's approved contractor registry shall be invited to bid on each job and the lowest responsive and responsible bidder shall be selected for the contract. "Responsive and responsible" means (a) the contractor is deemed able to complete the work in a timely fashion, (b) the bid is within 15% in either direction, of the County's cost estimate, and (c) there is no conflict of interest (real or apparent).
- 3. Although bid packages may be bundled for multiple job sites, the bids for multiple job sites shall be considered separate and apart when awarded and shall be awarded to the lowest responsive and responsible bidder for each job site.
- 4. Bid packages shall consist of an invitation to bid, work write up(s) and bid sheet(s) for each job.
- 5. Bids must include a cost-per-item breakdown with line item totals equaling the submitted bid price. Discrepancies must be reconciled prior to a contract being awarded.
- 6. Any change to the original scope of work must be reduced to writing in the form of a change order to be agreed upon and signed by all parties to the original contract. The change order must also detail any changes to the original contract price. The change order must be signed by two agents of Sampson County.
- 7. No work may begin prior to a contract being awarded and a written order to proceed provided to the contractor. In addition, a pre-construction conference and "walk thru" shall be held at the work site prior to commencement of repair work.
- 8. Sampson County reserves the right to reject any or all bids at any time during the procurement process.
- 9. In the event of a true emergency situation, the County reserves the right to waive normal procurement procedures in favor of more expedient methods, which may

- include seeking telephone quotes, faxed bids and the like. Should such methods ever become necessary the transaction will be fully documented.
- 10. All sealed bids will be opened publicly at a time and place to be announced in the bid invitation. All bidders are welcome to attend.

#### **DISBURSEMENT POLICY**

- All repair work must be inspected by (a) the County's Rehabilitation Specialist, or (b) a
  Code Enforcement Officer, and (c) the homeowner prior to any payments to
  contractors. If all work is deemed satisfactory and all other factors and written
  agreements are in order, payment shall be issued upon presentation of an original
  invoice from the contractor. Contractor should allow 15 business days for processing of
  the invoice for payment.
- 2. If any of the work is deemed unsatisfactory, it must be corrected prior to authorization of payment. If the contractor fails to correct the work to the satisfaction of the County's Rehabilitation Specialist, payment may be withheld until such time the work is satisfactory. (Contractors may follow the County's Single Family Rehabilitation Program Assistance Policy if a dispute occurs; however, contractors shall abide by the final decision as stated in the policy).
- 3. Sampson County assures, through this policy, that adequate funds shall be available to pay the contractor for satisfactory work.
- 4. All contractors, sub-contractors and suppliers must sign a lien waiver prior to final disbursement of funds.

The Procurement and Disbursement Policy is adopted this the day of, 2014.
Sampson County
BY:
Jefferson Strickland, Chairman, Board of Commissioners
ATTESTED BY:
Susan J. Holder, Clerk to the Board

# Single-Family Rehabilitation Loan Pool Home Performance with Energy Star

#### SERVICE AGREEMENT

THIS SERVICE AGREEMENT (this "Agreement") for project SFRLP1426 is made and entered into this \_\_\_ day of \_\_\_\_\_, 2014 (the "Effective Date"), by and between NORTH CAROLINA ADVANCED ENERGY CORPORATION ("AE" or "Advanced Energy"), a North Carolina nonprofit corporation, whose address is 909 Capability Drive, Suite 2100, Raleigh, NC 27606-3870, the NORTH CAROLINA HOUSING FINANCE AGENCY ("NCHFA"), whose address is 3508 Bush Street, Raleigh, NC 27609, and County of Sampson, ("SFRLP Member"), whose address is 406 County Complex Road, Bldg. C, Clinton NC 28329.

#### RECITALS

- A. The North Carolina Housing Finance Agency administers the "Single-Family Rehabilitation Loan Pool" ("SFRLP") which provides funding to local housing organizations ("SFRLP Members") for the rehabilitation of housing units owned and occupied by very low- and low-income households, to facilitate the inclusion of energy-efficiency measures preformed in conjunction with the rehabilitation, and to pay SFRLP Members for certain program-related activities and expenses. SFRLP Members are selected to participate in the SFRLP program through a formal application process.
- **B.** Advanced Energy Corporation sponsors the "Home Performance with Energy Star" ("HPwES") program which provides a process and standards for the inclusion of house-specific "retro-fit" energy-efficiency measures and include the services of AE-trained and certified "HPwES Contractor" individuals, firms, and/or organizations.
- C. NCHFA, the SFRLP Member, and AE wish to enter into this Agreement to facilitate inclusion of AE's HPwES program into the NCHFA-administered SFRLP program. SFRLP Members participating in SFRLP via execution of this Agreement shall be considered to be participants in the AE-sponsored "Home Performance with Energy Star Program".
- **D.** NCHFA, the SFRLP Member, and AE are entering into this Agreement upon the terms and conditions set out herein. In consideration of the mutual promises and benefits contained herein, the parties, wishing to be legally bound, hereby agree as follows:

# ARTICLE 1 SERVICES

#### Section 1.1 Services

#### A. AE agrees to:

Provide the following services described herein to SFRLP Members in strict accordance with the terms and conditions of this Agreement.

- 1. Training: AE will provide training for key staff of the SFRLP Member (including their rehabilitation manager, if any and SFRLP Member's selected contractors and subcontractors as necessary to ensure understanding of the Home Performance with ENERGY STAR process, standards and the construction techniques needed to achieve the Program Standards (See Attachment 1). BPI Building Analyst certification or other equivalent AE-approved certification will be required for SFRLP Members planning to act as an "HPwES Contractor". In addition, it is anticipated that (i) the training of the HPwES Contractor shall be a combination of classroom and on-site training and (ii) the rehabilitation manager, contractor and sub-contractor shall receive on-site training by AE and/or the HPwES Contractor. However, in any event, AE shall use its professional judgment to ensure that all parties are provided with access to appropriate training.
- 2. File Review: AE will review data, reports, and scopes of work provided by the HPwES contractor, in accordance with AE's quality assurance protocol. For 'provisional HPwES contractors', this review will take place before implementing the scope of work. Depending upon the complexity level of the home, the knowledge of the contractor and/or contractors and at AE's discretion, a technician may be sent to assist the contractor and/or contractors in the field to provide training and support during the assessment or retrofit of the building.
- 3. Technical Support: AE will remain available to assist with technical questions throughout the rehabilitation of each SFRLP-assisted home. Technical support may take the form of phone conversations, e-mail exchanges, or site visits. On-site technical support will typically take place during the required Quality Assurance site visits (see A. 4 below), but may also be scheduled separately depending upon the complexity of the building, or upon mutual agreement between AE and the HPwES Contractor and/or the SFRLP Member.
- **4. Quality Assurance:** AE will conduct site visits in accordance with the Quality Assurance Protocol, which is part of AE's agreement with each HPwES Contractor. AE will inspect a minimum of 10% of each HPwES Contractor's SFRLP-assisted units.
  - **4.1** If a house fails the Quality Assurance Check for the first time, AE will, at its discretion:

- **4.1.1** inspect homes retroactively that had been approved, but that had not received an actual field quality assurance inspection;
- **4.1.2** work with the SFRLP Member and/or HPwES Contractor to bring the home/ homes up to HPwES standards at the SFRLP Member's cost; or
- 4.1.3 bring the house up to program standards itself; or
- **4.1.4** refuse to certify the home/homes as HPwES compliant due to non-cooperation of third parties. (This option is a last resort, and will only be used after NCHFA has been given an opportunity to resolve the issues by working with the SFRLP Member).
- **4.2** If a house does not pass the HPwES program standards, AE shall have no further responsibility under this Agreement as to such house unless the SFRLP Member agrees to pay AE for the cost of any future supervision and/or Performance Testing. Then, AE will provide technical support for the SFRLP Member and/or the HPwES Contractor until such house meets the HPwES requirements. These additional services and costs shall be outside the scope of this Agreement.
- **4.3** It is understood that repeated non-compliance with the HPwES program requirements may result in an AE decision to discontinue the program's relationship with the participating HPwES Contractor, making the contractor unable to approve the SFRLP Members homes as HPwES approved. In this case, AE will provide the contact information for other HPwES contractors to the SFRLP Member.
- 5. Home Performance with ENERGY STAR Certification. AE shall also report each home that successfully meets the HPwES program standards to the US Department of Energy. Each successful home will also receive an Advanced Energy certification stating that the home has followed the HPwES process and met the appropriate program requirements.

#### B. The SFRLP Member agrees to:

- 1. Identify eligible units and eligible homeowners as provided for in the Program Guidelines:
- 2. For each eligible unit, conduct HPwES Program activities in accordance with this Agreement and the SFRLP Program Guidelines;
- 3. Become a "Home Performance with Energy Star Contractor" ("HPwES Contractor") or procure the services of a HPwES Contractor individual, firm, or organization prior to reserving SFRLP funds;
- **4.** Attend Home Performance with Energy Star training provided by AE prior to reserving SFRLP14 funds;

- 5. Facilitate performance of, and obtain, a HPwES assessment performed by an HPwES Contractor, for each SFRLP14-assisted unit;
- **6.** Reserve SFRLP-funds with NCHFA for SFRLP-eligible home owners as provided for in the Program Guidelines;
- 7. Remit to AE the compensation identified in Article 2, Section 2.1, below for the services it provides;
- 8. Obtain approval from AE for unit participation under the HPwES program prior to execution of unit-related SFRLP loan documents;
- 9. Permit and arrange for AE to access units being assisted under SFRLP for inspections and performance testing (as needed);
- 10. With assistance from AE and the HPwES Contractor, evaluate the subject unit to determine all HPwES standards deficiencies and develop a scope of work containing detailed specifications for rectifying all deficiencies to assure compliance with the most current NCHFA/HPwES Program Standards (Attachment 1);
- 11. Procure a contractor to perform the SFRLP-funded work specified in the related work write-up;
- 12. Train, or facilitate training of the contractors regarding proper execution of HPwES measures to be performed on the subject unit;
- 13. Provide construction oversight to ensure that HPwES Program-related work is performed in accordance with the related work write-up and contract;
- 14. Facilitate HPwES post-work assessment "test out" of completed work by the HPwES Contractor and remit the post-work assessment documentation "test out report" to AE for their review;
- 15. If required by AE, facilitate and coordinate an HPwES Quality Assurance inspection by AE and facilitate correction of HPwES Program Standards' deficiencies discovered during the HPwES Quality Assurance process;
- **16.** Reimburse to NCHFA upon demand, any SFRLP funds received for units not completed in accordance with this Agreement and SFRLP Program Guidelines;
- 17. Obtain certification from the homeowner acknowledging that the scope of work stated in the work write up has been completed on the unit.

#### C. NCHFA agrees to:

- 1. Receive and review SFRLP fund reservations submitted by the participating SFRLP Members to ensure compliance with SFRLP Program Guidelines;
- 2. Notify the participating SFRLP Member when a reservation is either approved and the unit is enrolled in HPwES Program or denied;
- 3. Notify participating SFRLP Members and AE in the event that SFRLP funding is temporarily or permanently unavailable;
- 4. Notify the participating SFRLP Member when any reservation of SFRLP funds expire;
- 5. Loan SFRLP funds to eligible homeowners identified by SFRLP Members and disburse SFRLP funds to SFRLP Members pursuant to the SFRLP14 Program Guidelines.

# ARTICLE 2 COMPENSATION

#### Section 2.1 Compensation

In full and complete compensation for all AE-provided Services, the SFRLP Member agrees that it shall pay AE \$500 per enrolled unit, not to exceed \$8,000. Payment will be due and payable upon enrollment of any unit by NCHFA in the HPwES Program. The parties agree that full payment is due even if a unit fails to meet HPwES requirements or AE and NCHFA refuse to certify the unit due to non cooperation of third parties. Payment will be made within 30 days of AE invoicing the SFRLP Member.

Pursuant to the SFRLP14 Program Guidelines, SFRLP Member can include the \$500 cost in its requisition to NCHFA for reimbursement of soft costs pursuant to the SFRLP14 Program Guidelines.

# ARTICLE 3 TERM

#### Section 3.1 Term

This Agreement shall be for a one-year term from the Effective Date unless earlier terminated as provided herein. Articles 3, 4. 5, 6 and 7 shall survive termination of this Agreement.

# ARTICLE 4 CONFIDENTIALITY

#### Section 4.1 Confidentiality

- A. During the course of performance of HPwES Program-related services and responsibilities, the SFRLP Member, NCHFA and AE may gain knowledge of information or data of a proprietary or confidential nature belonging to the other parties or to non-public, personal information of individual homeowners which may be protected under law (hereinafter referred to as the "Confidential Information"). All parties acknowledge and agree neither to divulge nor discuss any such Confidential Information to or with any third parties without the express written consent of the other parties, nor to use such information for any purpose not connected with HPwES Program-related services or the housing which receives such services covered hereby.
- **B.** The obligations set forth in subparagraph A above shall not extend to any portion of Confidential Information:
  - 1. Which is known to the other party prior to disclosure or is information generally available to the public or was in a party's possession prior to such information pursuant to the Agreement.
  - 2. Which is acquired from a third party that did not breach any obligation of confidence by disclosing such information; which, hereafter, through no act on the part of other parties, becomes information generally available to the public; or
  - 3. Which corresponds in substance to information furnished to the other parties on a non-confidential basis by any third party having a legal right to do so.

# ARTICLE 5 REPRESENTATIONS, WARRANTIES, AND COVENANTS OF AE

## Section 5.1 Performance Standards

AE shall perform the Services with care, skill, timeliness and diligence, in accordance with the applicable professional standards currently recognized by the profession, and shall be responsible for the professional quality, technical accuracy, completeness and coordination of all forms, services, reports or other items required by AE under this Agreement. AE represents and warrants that it has the experience, capability and resources, including but not limited to sufficient personnel and supervisors, to efficiently and expeditiously perform the Services to be provided hereunder in accordance with the highest professional standards, and AE further represents and warrants that it will at all times devote the necessary personnel and supervisors to perform the Services hereunder in such a manner.

#### Section 5.2 Compliance with Laws; Insurance

- A. During the term of this Agreement, AE and all of its employees, subcontractors, agents, representatives and invitees shall fully comply with all applicable laws, governmental regulations, rules, requirements, ordinances, and other requirements of local and state authorities and the Federal government in connection with the Services hereunder.
- **B.** AE is solely responsible for the safe transportation, use, storage, and disposal of any chemicals, tools, equipment and other materials used by AE in full compliance with all applicable laws.
- C. All parties shall maintain insurance coverage, at their own expense, for the duration of the Agreement sufficient and reasonable to conduct their work and no workers compensation, medical, liability, unemployment or any other insurance of any party hereto, shall extend to any other party, its employees or subcontractors hereto.
- Section 5.3 Limitation of Liability. IN ALL EVENTS, THE MAXIMUM LIABILITY OF AE TO ANY PARTY HERETO FOR ALL CLAIMS, LOSSES AND DAMAGES, WILL NOT EXCEED THE AMOUNT RECEIVED BY AE WITH RESPECT TO THE HOME OR UNIT THAT IS SUBJECT TO, OR THE CAUSE OF, THE CLAIM, LOSS OR DAMAGE.

# ARTICLE 6 TERMINATION

#### Section 6.1 Termination for Breach

Any party may terminate this Agreement in the event of breach of a material obligation of the other if such breach remains uncured thirty (30) days after receipt of written notice.

#### Section 6.2 Termination for other than Breach

Any Party shall have the absolute and unconditional right, in its sole judgment and discretion, to terminate this Agreement for any reason, with or without cause, by written notice to the other party such termination to be effective thirty (30) days following the date notice is given.

#### Section 6.3 Effect of Termination / Minimize Costs

In the event of termination for other than breach, notwithstanding the termination, this Agreement shall continue in full force and effect as to any unit which is "in progress" (that is which AE has already performed specification review) until AE provides the Services with respect to such housing. AE shall be compensated by the SFRLP Member for such units "in progress" as set out in Section 2.1, Article 2.

# ARTICLE 7 MISCELLANEOUS

#### Section 7.1 Record Retention

Records shall not be destroyed, purged or disposed of without the express written consent of NCHFA. Federal and State records retention policy requires all records obtained or made pursuant to this Agreement to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. Also, if any litigation, claim, negotiation, audit or other action involving this Agreement has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whoever is later.

#### Section 7.2 Governing Law

This Agreement will be governed by the laws of the State of North Carolina without regard to its conflicts of law provisions. Each party expressly consents to the jurisdiction of the courts of the State of North Carolina.

#### Section 7.3 Permits

AE shall obtain and pay for all permits, governmental fees, and licenses necessary for the performance of its Services to be provided hereunder and shall obtain all required inspections, authorizations and approvals prior to commencement of the Services hereunder.

#### Section 7.4 Independent Contractor

- A. AE shall perform this Agreement solely as an independent contractor, and as such will select, engage and discharge its employees and otherwise direct and control the performance of its Services. Neither AE nor anyone employed by it shall be, represent, act, or purport to act as, or be deemed to be, the agent, representative, employee, or servant of NCHFA or the SFRLP Member nor shall AE nor anyone employed by it be, represent, act, or purport to act as, or be deemed to be, the agent, representative, employee, or servant of AE.
- **B.** Neither NCHFA, the SFRLP Member nor AE has authority to make any statement, representation, or commitment of any kind nor to take any action binding upon the other without the other's prior written authorization.

#### Section 7.5 Notices

A. All notices hereunder shall be delivered (i) personally, (ii) by registered or certified mail, postage prepaid, return receipt requested or (iii) by overnight courier service with proof of receipt to the following addresses of the respective parties:

If to AE:

North Carolina Advanced Energy Corporation

909 Capability Drive

**Suite 2100** 

Raleigh, NC 27606-3870

Attn: President

If to NCHFA:

North Carolina Housing Finance Agency

P.O. Box 28066

Raleigh, NC 27611-8066 Attn: C. William Dowse

**B.** Notices shall be effective upon receipt. A party may change its address listed above by notice to the other parties.

#### Section 7.6 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money owed) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God; acts of the public enemy; insurrections; riots; embargoes, labor disputes, including strikes, lockouts, job actions, or boycotts; fires; explosions; or floods. The party so affected shall give prompt notice to the other parties of such cause and shall take whatever reasonable steps are necessary to relieve the effect of such cause as rapidly as possible.

#### Section 7.7 Headings

The headings of the Articles and Sections of this Agreement are intended solely for convenience and shall not be deemed to constitute part of this Agreement or to affect the construction or interpretation hereof.

#### Section 7.8 Severability

In case any one or more of the provisions of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

#### Section 7.9 Assignment

This Agreement shall bind the parties and their successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other. The term "assignment" shall include any transfer by merger, acquisition, stock transfer or other consolidation with another entity. Any assignment attempted without the written consent of the other parties shall be void.

#### Section 7.10 Survivorship

All rights to payment accrued hereunder that have not been previously paid in full by the SFRLP Member to AE for services performed as described in Section 1.1 of Article 1 and due to AE in accordance with Section 2.1 of Article 2 will survive the termination of this Agreement and remain binding upon and for the benefit of the parties hereto.

#### Section 7.11 Attachments

Any attachment, appendix or exhibit to this Agreement is hereby incorporated into and made a part of this Agreement. In the event of a conflict between the provisions contained in the body of this Agreement and any such attachment, appendix or exhibit, the terms in the body of this Agreement shall control.

#### Section 7.12 Waiver; Modification of Agreement

No waiver, amendment, or modification of any of the terms of this Agreement shall be valid unless in writing and signed by authorized representatives of both parties hereto. Failure by either party to enforce any rights under this Agreement shall not be construed as a waiver of such rights nor shall a waiver by either party in one or more instances be construed as constituting a continuing waiver or as a waiver in other instances.

#### Section 7.13 Audit

All parties agree that any and all records associated with this Agreement must be retained for a period of seven years and accessible to the North Carolina State Auditor's Office in accordance with N.C.G.S. 147.64.7(4).

#### Section 7.14 Entire Agreement

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all written or oral prior agreements or understandings with respect thereto. No course of dealing or usage of trade shall be used to modify the terms hereof.

#### Section 7.15 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

# NORTH CAROLINA ADVANCED ENERGY CORPORATION

# By: \_\_\_\_\_\_\_ Printed Name: C. William Dowse Title: Director of Strategic Investment

**NORTH CAROLINA HOUSING** 

Ву:	Ву:
Printed Name: Brian Coble Title: Vice President, Applied Building Science	Printed Name: C. Will Title: Director of Stra
Date:	Date:
SFRLP Member	
Ву:	
Printed Name: Edwin Causey Title: County Manager	
Date:	

# Single-Family Rehabilitation Loan Pool with Home Performance with ENERGY STAR

#### SERVICE AGREEMENT

#### Attachment 1

# Home Performance with ENERGY STAR Program Standards

## 1. Air Tightness

- 1.1. There shall be a continuous, durable air barrier enclosing the conditioned space. This includes features such as chases, knee walls, soffits, garage interfaces, intersecting walls and dropped ceilings.
- 1.2. Air sealing shall be required for the following building planes:
  - 1.2.1. Attic plane The highest priority for air sealing shall be given first to any plane adjacent to attic space. Any visible hole or crack leading from the attic into the building or building cavities shall be sealed (e.g., plumbing penetrations, electrical penetrations, chases, dropped soffits, chimney penetrations, top plate-to-drywall connections, bonus room floors, balloon framing).
  - 1.2.2. Exterior walls—Windows, doors, and any visible hole or crack leading from the building to the exterior shall be weather-stripped or sealed.
  - 1.2.3. Crawlspace/Basement—All plumbing penetrations between conditioned and unconditioned space shall be sealed.

#### 2. Ventilation

- 2.1. There shall be a whole-house mechanical fresh air ventilation system in compliance with ASHRAE 62.2., 2010.
- 2.2. All bathrooms with showers or bathtubs shall have a fan vented to the outside exhausting at a rate of 50 CFM intermittent (requires a minimum fan rating of 70 CFM)
- 2.3. All ventilation ducts shall terminate at or beyond the exterior skin of the building.

## 3. Insulation, Windows and Doors

- 3.1. Insulation shall be installed in walls, ceilings, and floors to manufacturer specifications with no gaps, voids, compression or wind intrusion.
- 3.2. Insulation and the air barrier shall be installed in physical contact with each other.
- 3.3. Accessible attics shall be insulated to R-38 or greater.
- 3.4. Replacement windows, if installed, shall be ENERGY STAR labeled.
- 3.5. Knee walls shall be insulated and backed with support material.

## 4. HVAC Sizing and Installation

- 4.1. Heat pumps shall have an outdoor thermostat installed and set to the balance point of the house to prevent supplementary heater operation when the heat pump is capable of meeting the load.
- 4.2. All accessible duct connections shall be sealed with a UL-listed bucket mastic product.
- 4.3. New mechanical systems shall be sized to within ½ ton of an ACCA Manual J load calculation. ACCA Manual J load calculations, including all inputs, shall be submitted for each replacement unit to verify sizing.
- 4.4. Replacement furnaces, if installed, shall be 90% efficient or greater. There will be an allowable exception if replacing a gas package unit. If replacing a gas package unit with another gas package unit, the replacement unit installed must achieve the maximum efficiency possible for this type of equipment (estimated 80% or greater).

## 5. Lighting and Appliances

- 5.1. All light fixtures shall utilize compact fluorescent lamps (CFLs), light emitting diodes (LEDs) or tubular fluorescent bulbs.
- 5.2. Appliances (e.g. refrigerator, dishwasher, clothes washer), if installed, shall be ENERGY STAR labeled.

## 6. Combustion Safety

- 6.1. If existing gas equipment will remain atmospherically vented after the energy efficiency retrofits, BPI protocol or other Advanced Energy approved combustion safety testing protocol must be completed.
  - 6.1.1. Combustion safety tests shall be performed before and after the retrofit, as well as before leaving a multi-day retrofit.
  - 6.1.2. Results shall be documented and repairs must be performed immediately, once a negative result is discovered (e.g., pressure balancing, gas leaks repaired, correction to venting, increased make-up air).
- 6.2. Homes containing vent-free gas logs or space heaters shall not be retrofitted until units are removed.

- 6.3. If gas equipment is replaced and gas appliances are installed inside of the conditioned space, other than gas ranges, the new appliances shall be direct-vent or power-vented.
- 6.4. One carbon monoxide (CO) detector shall be installed outside of each bedroom area and to manufacturer specifications in homes that have a combustion appliance or an attached garage (minimum 1 per floor).

## 7. Crawlspaces

- 7.1. All crawlspaces shall have a 100 percent ground cover of 6 mil thickness or greater.
- **7.2.** Houses having crawlspaces with standing water shall not be included in the program unless drainage is a part of the retrofit

#### Sampson County

#### Office of Tax Assessor

PO Box 1082 Clinton, NC 28329

Phone 910-592-8146

Fax 910-592-4865

To:

**Ed Causey-County Manager** 

From:

Jim Johnson-Tax Administrator

Date:

April 17, 2014

Subject:

**Late Land Use Application** 

**Charles Lemuel Skinner** 

Parcel 10-0915275-02

14-0915275-04

10-0915275-01

The above taxpayer is requesting that the late land use application be approved. A letter is submitted explaining why the application was not timely filed. All new applications should be filed in January, the regular listing period. A new owner has 60 days from the date that the deed is recorded to submit an application for continuing a parcel/parcels in the present use value program. The governing body, upon a showing of good cause, may approve a late application. Many counties approve late application requests within the same calendar year. I recommend approval of this request.

Charles L. Skinner 104 Stafford Court Dunn, NC 28334 (910) 892-2582

March 21, 2014

Sampson County Board of Commissioners Sampson County Tax Administration P.O. Box 1082 Clinton, NC 28329

Dear Members of Board:

Please find attached an application for Agriculture, Horticulture, and Forestry Present-Use Value Assessment for a 52 acre tract of property I own in Cumberland County, North Carolina. I request that you accept this application after the deadline of January 31<sup>st</sup>. My wife and I have deteriorating health conditions that keep us homebound with 24 hour/7 days a week home health care and in the months of January and February 2014, I have had several periods of illness and hospitalization. I recently learned of this beneficial tax deferment program for North Carolina real estate owners, and I made a good faith attempt to submit the application as quickly as possible.

l appreciate your consideration in this matter. Please contact me with any questions or if I can provide further information.

Respectfully,

Charles L. Skinner

**Enclosures** 

**AV-5** Web 3-13

# Application for Agriculture, Horticulture, and Forestry Present-Use Value Assessment

(G.S. 105-277.2 through G.S. 105-277.7)

County of Sampso	on	, NC				Tax `	Year	2014
Full Name of Owner(s)			( Carbon Suns of Markey Process Albert					
Charles Lemuel	Skinner							
Mailing Address of Owner	###.#\################################		/A*-5A*A*: \$84 betta 94.59 5A*A;48F/*A.		HETBRECKATOR-F #F#141 F 164 FRIGAT	18183-19-14-14-18-13-18-18-18-18-18-18-18-18-18-18-18-18-18-	2 · · · 2000-2012-2014-2014-2014-2014-2014-2014-	**************************************
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Dunn	#/Y\/\$&#\\\\##\\&\\########################</td><td>**************************************</td><td>, v ware, a coccention was remarked to</td><td></td><td></td><td>NC</td><td>  28334</td><td></td></tr><tr><td>Home Telephone Number</td><td>**************************************</td><td>Work Telepho</td><td>ne Number</td><td>Ext.</td><td>************</td><td>ne Number</td><td>······································</td><td></td></tr><tr><td>(910) 892-2582</td><td>AP-41/16/14/1/2014/1-0/-0//-0/AP-14/4/-/-/-</td><td></td><td>************************</td><td></td><td>(919</td><td>9) 820</td><td>-1562</td><td>nr<sub>a</sub>me y rationalist density i debect a cheft (1 of the</td></tr><tr><th>Instructions Application Deadline: This a 60 days of a transfer of the land Where to Submit Application and telephone numbers can Carolina Department of Revo - Office Use Only:</th><th>d. 1: Submit this a be found online</th><th>application to th</th><th>e county tay as</th><th>sessor where th</th><th>is property is Ir</th><th>ocated Co</th><th>unty tay asses</th><th>enr addraecae</th></tr><tr><th>his application is for: (check all t</th><th>Aquaculture)</th><th>creage break</th><th>HORTIC</th><th></th><th>or each tax p</th><th>himan</th><th>RESTRY uded in this</th><th>application:</th></tr><tr><td>PARCEL ID</td><td>OPEN LAND in Production</td><td>OPEN LAND not in Production</td><td>WOOD LAND</td><td>WASTE LAND</td><td>CRP LAND</td><td></td><td>OTHER (Describe in Comments)</td><td>TOTAL ACRES</td></tr><tr><td>10-0915275-02</td><td></td><td></td><td>8.00</td><td></td><td>50.00</td><td></td><td></td><td>58.00</td></tr><tr><td>14-0915275-04</td><td></td><td></td><td>14.69</td><td></td><td>27.00</td><td></td><td></td><td>41.69</td></tr><tr><td>10-0915275-01</td><td></td><td></td><td>13.00</td><td></td><td>17,00</td><td></td><td></td><td>30.00</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td>,</td><td></td><td></td><td>0.00</td></tr><tr><td></td><td></td><td>·</td><td></td><td></td><td></td><td></td><td>**</td><td>0,00</td></tr><tr><td>Comments:  Yes No Does the YES, list t</td><td>applicant own p</td><td></td><td></td><td></td><td>t-use value and</td><td>d is within t</td><td>50 miles of this</td><td>s property? If</td></tr><tr><td>County:</td><td></td><td>0.8.3.8.8.4.8.8.8.6.8.4.8.8.8.8.8.4.8.8.8.4.8.8.8.8</td><td>Pa</td><td>rcel ID:</td><td>CONTRACTOR CONTRACTOR CONTRACTOR</td><td>alle di Sed gift de piec ch produktiva</td><td>O OTAN BIRK YA CHANA MIYAA MIYA MA MARAA MARAA MARAA</td><td>E TA HET MANAGEN AND PROPERTY OF CONTROL OF</td></tr><tr><td></td><td></td><td></td><td></td><td>761517613161616</td><td>***********************</td><td></td><td>***************************</td><td>***************************************</td></tr></tbody></table>							

#### IMPORTANT!

AGRICULTURE and HORTICULTURE applications with LESS than 20 acres of woodland generally need to complete PARTS 1, 2, and 4

AGRICULTURE and HORTICULTURE applications with MORE than 20 acres of woodland generally need to complete PARTS 1, 2, 3, and 4.

FORESTRY applications need to complete PARTS 1, 3, and 4.

ADDITIONALLY, applications for CONTINUED USE of existing present-use value classification need to complete PART 5.

Please contact the Tax Assessor's office if you have questions about which parts should be completed.

Part 1	. Owners	ship	
On what	t date did the	e applicant become the owner of the property? DATE: 07-12-96	
If owned	l less than fo	our full years on January 1, provide: Name of Previous Owner:	. Alie e Chi i Reze ethian Ciu.
How the	e Applicant i	Is Related to the Previous Owner: Spouse of deceased previous owner	**************************************
Yes	No 🌇	Did one of the applicants reside on the property on January 1 of the year for which this application is made?	and a second
		If YES, provide name of resident:	***************************************
Yes	□ No III	Are any of the acres leased out to a farmer? If YES, indicate: Number of acres leased out: 100.50	
		Name of farmer leasing the land: Nate Honeycutt Phone: (910) 379-79	79
<u>Cho</u>	ose the le	egal form of ownership from "a - e" below, and answer the questions, if any, for that owner	ership:
×	a. <u>One Ind</u>	b. Husband and Wife (as tenants by the entirety)	
		ss Entity. (Circle one: Corporation, Limited Liability Company, Partnership) List all the direct shareholders, members of the business entity and their farming activities:	ers, or
	Member;	Farming Activities:	620 <b>677 6 00 00 00 00 00 00</b> 00 00 00 00 00 00 00
	Member:	Farming Activities:	***************
	Member:	Farming Activities:	**************************************
	Member:	Farming Activities:	### (
	Yes 🛄 No	Are any of the direct shareholders, members, or partners either a business entity or trust (i.e. not an individual)? you must attach a breakdown of those business entities or trusts until you reach the individual level of ownership and you must describe those individuals' farming activities.	' If YES, p interest
keral	•	G.S. 105-277.2(5a) for the definition of relative.) rincipal business of the business entity:	NO AS A MARCA WOOLA A LAC
<b></b>	Trustee(s):	ist the trustee(s), name of the trust, and all of the beneficiaries:  Name of trust:	***** A DTENNAY: 4 FOYG
	Beneficia	Interpretation of the properties of the properti	ATA O CONTROL OF THE STATE OF T
	Beneficia	material programment of the control	***************************************
	Beneficia	Suggestive and the docked is suggested to the first state of the first	
	Beneficia		/ h ( )
	Yes No	Are any of the beneficiaries either a business entity or trust (i.e. not an individual)? If YES, you must attach a bre of those business entities or trusts until you reach the individual level of ownership interest and you must describe individual's farming activities.	akdown be those
	<del></del>	Once you have reached the individual level of ownership interest, are all of the beneficiaries either the trust's crelatives of the creator? (See G.S. 105-277.2(5a) for the definition of relative.)  Lin common. List the tenants and their percentage of ownership (round to the nearest 0.1%):	reator or
	Owner	% Owner %	
	Owner   Yes No	o ∰ Are any of the tenants either a business entity or trust? <u>If YES, you must make a copy of this page for each b</u>	ousiness
<u></u>		entity or trust. You must complete the business entity section only or trust section only for each tenant, as appraisabiling each copy with the name of the business entity or trust.	ropriate.
	The Tax As	ssessor may contact you for additional information after reviewing this application.	

#### Part 2. Agriculture and Horticulture

For the past three years and for each tax parcel within the farm unit, enter the agricultural or horticultural products actually produced on the land and the gross income from the sale of the products, including livestock, poultry, and aquatic species.

VERIFICATION.

If payments are received from any governmental soil conservation or land retirement program, indicate the acres and amount of income in the table below. Provide the name of the program in the Product column.

Do not include income received from the rental of the land. Income must be from the sale of the product.

	ONE YEAR	AGO 20	13	TWO YEARS	AGO 20	12	THREE YEARS	S AGO 20	11
Parcel ID	Product	Acres	Income	Product	Acres	Income	Product	Acres	Incom
10-	Wheat	50.00	23,000	Wheat	50.00	23,000	Wheat	50.00	23,00
09152 75-02	Soybeans	50.00	20,000	Soybeans	50.00	27,000	Soybeans	50.00	29,00
		*			*			*	
	Totals	100.00	43,000	Totals	100.00	50,000	Totals	100.00	52,000
14-	Soybeans	27.00	10,600	Wheat	27.00	16,000	Cotton	27.00	11,000
09152 75-04				Soybeans	27.00	15,000			
					*				
	Totals	27.00	10,600	Totals	54.00	31,000	Totals	27.00	11,000
10-	Wheat	17.00	8,000	Wheat	17.00	6,000	Wheat	17.00	6,000
09152 75-01	Soybeans	17.00	6,700	Soybeans	17.00	7,200	Soybeans	17.00	9,000
		*			米			*	
	Totals	34,00	14,700	Totals	34.00	13,200	Totals	34.00	15,000
_	* Two co	ops were	planted o	n this tact	within	the same	year.		
-	Totals	0.00	0	Totals	0.00	0	Totals	0.00	0
-									
	Totals	0.00	0	Totals	0.00	0	Totals	0.00	0

			_						
	Totals	0.00	0	Totals	0.00	0	Totals	0.00	0
	year e expect If this a	ed? If YES, ach tract was ed date of ha	attach a cop planted, gro rvesting for e ers an aquat	y. If <b>NO</b> , attach a fu oss income from eac	III explanation th tract, site r	n of your open nanagement the total pou	eration that contains t practices, number ands produced for co	at least the fo of trees per ac mmercial sale a	llowing: cre, and
Attach a	a complete copy	of your fo	rest man	agement plan.	Indicate be	elow who	prepared the pla	an:	
	Division of Forest Re	-		Consulting Fo			Owner	Othe	r
	e property must be a ar for which applicat		ged in the o	commercial growing	g of trees un	der a sound	l management prog	gram as of Jaı	nuary 1

#### Key elements in a written plan for a sound forestland management program are listed below:

- 1. Management and Landowner Objectives Statement—Long range and short range objectives of owner(s) as appropriate.
- 2. Location--Include a map or aerial photograph that locates the property described and also defineates each stand referenced in the "Forest Stand(s) Description/Inventory and Stand Management Recommendations" (item 3 below).
- 3. Forest Stand(s) Description/Inventory and Stand Management Recommendations -- Include a detailed description of various stands within the forestry unit. Each stand description should detail the acreage, species, age, size (tree diameter, basal area, heights), condition (quality and vigor), topography, soils and site index or productivity information. Stand-specific forest management practices needed to sustain productivity, health and vigor must be included with proposed timetable for implementation.
- 4. Regeneration-Harvest Methods and Dates--For each stand, establish a target timetable for harvest of crop trees, specifying the type of regeneration-harvest (clear cut, seed tree, shelter wood, or selection regeneration systems as applicable).
- Regeneration Technique--Should include a sound proposed regeneration plan for each stand when harvest of final crop trees is done. Specify intent to naturally regenerate or plant trees.

NOTE: Forest management plans can and should be updated as forest conditions significantly change (e.g. change in product class mix as the stand ages and grows, storm damage, insect or disease attack, timber harvest, thinning, wildfire). The county will audit plans periodically and, to remain eligible for use-value treatment, the plan must be implemented.

Part 4, Affirmation		
rant 4, Animiation	The second secon	
AFFIRMATION OF APPLICANT – I (we) the unders hereto have been examined by me (us) and to t (we) fully understand that an ineligible transfer of production under a sound management program eligibility will result in removal from the program	he best of my (our) knowledge and belief ar of the property or failure to keep the property orn will result in the loss of eligibility. I (w or and the immediate billing of deferred taxes	re true and correct. In addition, I y actively engaged in commercial ye) fully understand that loss of
hours files	Mar Property Owner	2/21/14
Signature of Owner (All tenants of a tenancy in common must sign.)	Title Title	Date
Signature of Owner (All tenants of a tenancy in common must sign.)	Title	Date
Signature of Owner (All tenants of a tenancy in common must sign.)	Title	Date
1		
Part 5. Continued Use (Complete only if the eligibility under the Continued Use except	property is currently in Present-Use Value ention. See G.S. 105-277.3(b2)(1) for full details	d you are applying for immediate
	of the land under which it currently qualified or all deferred taxes due because of any discover all deferred taxes due because of any discover and liability is not accepted, the full a nediately. Liability need not be accepted are and (b1). For example, liability does not not see existing at the time of transfer will remain	ualification.  amount of the deferred taxes will nd no deferred taxes are due for eed to be accepted for qualifying n a lien on the property. Owners
**************************************		
Signature of Owner (All tenants of a tenancy in common must sign.)	Title	Date
Signature of Owner (All tenants of a tenancy in common must sign.)	Title	Date
FOR OFFICE USE ONLY: APPROVED DENIED BY:_	REASON FOR DENIAL:	

## P. O. BOX 1082 — CLINTON, NORTH CAROLINA 28329-1082

Pursuant to North Carolina G.S. 105-381, I hereby demand refund and remission of taxes assessed and collected by

GLENN SPELL Tax Administrator

Gentlemen:

Telephone 910/592-8146 910/592-8147

6138

Sampson County against the property owned by	Vanessa Long Kich
in	Township, Sampson County, for
the year(s) and in the amount(s) of.	
YEAR 2013	
\$	
\$	
\$_	
TOTAL REFUND \$_	265.23
These taxes were asses	sed through clerical error as follows.
11# 8816064 013 Ford 0101 tag thrwd:n 0T50 Yours very truly	Clinton School Tax 156.54  Clinton School Tax 28.92  Fire Tax  Clinton City Tax 79.77  TOTAL \$ 265.23
Taxpayer  Social Security #  RECOMMEND APPROVAL:	Mailing address. Varlssa Long Rich Po Box 4 Garland, NC 28441

P. O. BOX 1082 — CLINTON, NORTH CAROLINA 28329-1082

GLENN SPELL
Tax Administrator

Telephone 910/592-8146 910/592-8147

6128

OLIMION, NOTHIN OM (OLIMI 20020	
Gentlemen:	
Sampson County against the property owned b	eby demand refund and remission of taxes assessed and collected by  by Mary Ann Will, trustee  Township, Sampson County, for
	0034613-22
YEAR 2013	\$ 440. <sup>32</sup>
	\$ \$
	\$\$ \$
TOTAL REFUND	\$ <u>440.33</u>
These taxes were  Double 1  11-00536  Yours very truly	assessed through clerical error as follows.  Wide double listed to  One of the double listed to  County Tax 406. 65  School Tax 5 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Taxpayer  Social Security #  RECOMMEND APPROVAL:  Sampson County Tax Administrator	Mailing address.  1581 Harnett-Dunn Hwy  Newton Grove, NC 28366

#### P. O. BOX 1082 — CLINTON, NORTH CAROLINA 28329-1082

**GLENN SPELL**Tax Administrator

Gentlemen:

Telephone 910/592-8146 910/592-8147

6132

Sampson County against the property own in Nor	th Clinton Township, Sampson Count
the year(s) and in the amount(s) of.	
YEAR 2013	\$ 106.84 \$ \$
TOTAL REFUND	\$ \$100.8Y
These taxes	were assessed through clerical error as follows.
4 A 47 1750 W.	
#AHZ1756 was endered. o Chyrepoed.	Co2 County Tax 63, 05  50 School Tax 11, 65  Fire Tax 32, 13  TOTAL \$ 106.84
#AHZ1756 was endered.  o Chyrepoed.  Yours very truly	Co2 County Tax 63, Q5  School Tax 11, 65  Fire Tax 32, 13  TOTAL \$ 106.84
	Cod County Tax 63, 05  School Tax 11, 65  Fire Tax  To2City Tax 32, 13  TOTAL \$ 106.84  Mailing address.  Cathlene Williams Bo  LOG Royal LN  Clinton NC 28328

#### P. O. BOX 1082 - CLINTON, NORTH CAROLINA 28329-1082

GLENN SPELL
Tax Administrator

Gentlemen:

Telephone 910/592-8146 910/592-8147

6129

	in	Newton	Grove	Township, Sampson Count
the year(s) and in the amo	ount(s) of.			
YEA	R			
201	3	\$	102.50	
		\$		
		\$		
	·			******
		\$		
TO.	TAL REFUND	\$	102,50	
•				70,89
,			County Tax School Tax Fire Tax TO ( City Tax	70,89
,			County Tax School Tax Fire Tax TO ( City Tax	70,89
Yours very truly			County Tax School Tax Fire Tax TO (p City Tax TOTAL \$  Mailing address.	70,89
Die Ba	9 + LPA		County Tax School Tax Fire Tax TO O City Tax TOTAL \$  Mailing address.	70,89 31,61 102.50
Yours very truly  **Cleie Ba Taxpayer	erefort		County Tax School Tax Fire Tax TO (p City Tax TOTAL \$  Mailing address.	70,89 31,61 102,50

## P. O. BOX 1082 — CLINTON, NORTH CAROLINA 28329-1082

**GLENN SPELL**Tax Administrator

Telephone 910/592-8146 910/592-8147

6118

SAMPSON COUNTY BOARD OF COMMISSIONERS EAST ROWAN ROAD CLINTON, NORTH CAROLINA 28328

Sampson County Tax Administrator

	Township, Sampson County, fo
the year(s) and in the amount(s) of.	
YEAR	
	120.72
\$	
\$	
\$	
TOTAL REFUND \$	120.72
Tag# VZV 6530 Tag# VZV 6530	County Tax 71. 25  SO School Tax 13.16  Fire Tax  TOTAL \$ 120.72
Yours very truly  Taxpayer  Social Security #_6  RECOMMEND APPROVAL:	Mailing address.  Janet Mitchell  500 Beaver Dam De  Clinta NC 28328

P. O. BOX 1082 — CLINTON, NORTH CAROLINA 28329-1082

GLENN SPELL Tax Administrator

Telephone 910/592-8146 910/592-8147

6081

Gentleme	en:		
Pursuant	to North Carolina G.S. 105-381, I	hereby demand refund and i	remission of taxes assessed and collected by
Sampson	in <u>500</u>	th River	ward King  Township, Sampson County, for
	s) and in the amount(s) of.		
	YEAR		
<u></u>	2011	\$ 177.16	)
_	2017	s 177.16	)
	2013	s 177.16	
-		\$	
<del></del>		\$	d
	TOTAL REFUND	\$ 551.42	<u> </u>
03-018	torble listed on 158401 by re	County Schoo	
Yours ver	y truly		
* Taxpayer	it Edward C	Mailing ad	dress. Ext Edward King
⊁ Social Se	curity #	J\$10	9 Dellwood St
RECOMM	MEND APPROVAV:	Ro	seville, MN 55/13
<i>y</i>	1 may mun		

## P. O. BOX 1082 — CLINTON, NORTH CAROLINA 28329-1082

GLENN SPELL Tax Administrator Telephone 910/592-8146 910/592-8147

6147

	ity against the property owne		,		Sampson County, for
the year(s) and	in the amount(s) of.				, ,,
	YEAR				
	2013	\$			-
		\$			_
		\$			_
		\$			<del>-</del>
		\$	. 0 1 0 -		-
	TOTAL REFUND	\$	184.52	_	<u>.</u>
52782	These toyon we	, , , , , , , , , , , , , , , , , , ,	through clerical e	gran on follows	
2100		ere assesseu	unrough ciencal e	TIOI as ioliows.	
12629 Ford 1 Has to					
Food			County 7	ax 163.40	3
	4		School T	ax	
1 /tog to	13 Maria	Honeyan	ト Solan Fire Tax	30.00	···
,			' TOTAL	184.3	*)
			TOTAL	· _ / 0 / 2	Salara de la constanta de la c
Yours very truly	0 1 11				
Selekton I	3. Sathi		Mailing addre	200	
	1.		mailing addition	^ /	oration
Taxpayer	. F		308	N	10:11 51
Taxpayer  Ledural I  Social Security	#				14/6/ 11 1 1
	#APPROVAL:		-208	N Hayer	WVI IJE DT.
Social Security	#APPROVAL:		208 2a	Len burg	, NC 2 83
Social Security	#APPROVAL:		2a	len burg,	, NC 2 839

# P. O. BOX 1082 — CLINTON, NORTH CAROLINA 28329-1082

GLENN SPELL
Tax Administrator

Telephone 910/592-8146 910/592-8147

6148

	Tranklin	Township, Sampson Cou
the year(s) and in the amount(s) of.		
YEAR	\$ 218.69	
	\$ _ \$	
	\$	
	\$	
TOTAL REFUNI	218.6	98
There tays	es were assessed through clerical e	rror as follows
ed 12 Ford Tik	County T  FIG. School T  COS Fire Tax  City Tax  TOTAL S	39,57
		<b>~</b> ,
Yours very truly		2 ,
Yours very truly  Taxbayer  Social Security #	Mailing addre	· ,

## P. O. BOX 1082 — CLINTON, NORTH CAROLINA 28329-1082

Pursuant to North Carolina G.S. 105-381, I hereby demand refund and remission of taxes assessed and collected by

tha this

**GLENN SPELL**Tax Administrator

Gentlemen:

Telephone 910/592-8146 910/592-8147

6150

Township, Sampson County, for

Farning LLC

SAMPSON COUNTY BOARD OF COMMISSIONERS EAST ROWAN ROAD CLINTON, NORTH CAROLINA 28328

the year(s) and in the amount(s) of.

VEAD

2013	\$ \$ \$ \$
TOTAL REFUND	\$
These taxes were a	assessed through clerical error as follows.
Sill+ 6736298  XW2228  2010 Ford  Yours ferred to the / thurned in tag  Yours very truly	GOL County Tax 96.26  School Tax  School Tax  8.59  City Tax  Interest 5.24  TOTAL \$ 110.09
X Taxpayer  Secial Security #  RECOMMEND APPROVAL:  Sampson County Tax Administrator	Mailing address.  Chris Matthis Farming LLC  Ilel Rawa Lane  Clinton, NC 28724

# OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

## P. O. BOX 1082 — CLINTON, NORTH CAROLINA 28329-1082

GLENN SPELL
Tax Administrator

Telephone 910/592-8146 910/592-8147

6153

SAMPSON COUNTY BOARD OF COMMISSIONERS EAST ROWAN ROAD CLINTON NORTH CAROLINA 28328

CLINTON, NORTH CAROLINA 28328	
Gentlemen:	
Sampson County against the property owned by	
	Township, Sampson County, for
the year(s) and in the amount(s) of.	
YEAR	
2013	\$_\\\.\\\.
9015	\$
	\$
	\$
	\$
TOTAL DEFINID	\$ 222.00
TOTAL REFUND	\$_224.00
Hawalls Trash Collection which has No buildings. which has house.	Fee was applied to parcel 03-0082925-01  Fee was double listed on 03-0562320-01  County Tax  School Tax  Fire Tax  Harrells City Tax  Total \$,00
Yours very truly  Alexander F	Mailing address.
Taxpayer	Thomas F + Hattie ? Jones
Social Security #	·
RECOMMEND APPROVAL:	215 Barber Kd
Jan John	Harrells NC 28344
Sampson County Tax Administrator	107

# OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

### P. O. BOX 1082 — CLINTON, NORTH CAROLINA 28329-1082

GLENN SPELL Tax Administrator

Gentlemen:

Telephone 910/592-8146 910/592-8147

6159

SAMPSON COUNTY BOARD OF COMMISSIONERS EAST ROWAN ROAD CLINTON, NORTH CAROLINA 28328

Pursuant to North Carolina G.S. 105-38 Sampson County against the property of	owned by	GAR Fa.	rms .
	Vewten	Grove	Township, Sampson County, fo
the year(s) and in the amount(s) of.			
YEAR		1 0	
2013	\$	198.23	3
	\$		<u></u>
	\$	`	
TOTAL REFUN	D \$	198.73	
Those tow	DO WIETO GOODOO	od through plantagl arror	an follows
These taxe	es were assesse	ed through clerical error	as follows.
8 119			
Vehicles - Surrendere Trucks XR3915 PT11987 XM8930 PT69098 XL6269	1 Tags	County Tax _	180,35
- Le VORGAL	9	School Tax	
Truck XX01181		Fire Tax	15.66
VM 09.30 PT 69098	,	TIS City Tax	198.73
XL6769		TOTAL \$	1 1017
Yours very truly			
Rhonda West		Mailing addraga	
Taxpayer		Mailing address. G ළ R	Farms
Social Security #			
RECOMMEND APPROVAL:		6683	outh Eldridge Rd. Grove, NC 28366
		Newton	Grove NC 28366
Hay tokan	,		<del></del>
Sampson County/Vax Administrator	<del>1</del> 08	}	

# OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

# P. O. BOX 1082 — CLINTON, NORTH CAROLINA 28329-1082

Pursuant to North Carolina G.S. 105-381, I hereby demand refund and remission of taxes assessed and collected by

GLENN SPELL Tax Administrator

Gentlemen:

Telephone 910/592-8146 910/592-8147

6165

SAMPSON COUNTY BOARD OF COMMISSIONERS EAST ROWAN ROAD CLINTON, NORTH CAROLINA 28328

the year(s) and in the amount(s) of.

YEAR

Sampson County against the property owned by \_\_\_\_\_ in \_\_\_\_\_ in \_\_\_\_\_ vor

2013	
	\$
TOTAL REFUND	the H81. 84
These taxes were as	sessed through clerical error as follows.
Tag was bought in error.  Prewous frag transferred  to Same Vehrcle.  CB 45097  mus ferred transferred X PT 7701  Yours very truly	CO 2 County Tax 434.76 School Tax  FIS Fire Tax City Tax  TOTAL \$ 47.08
Taxpayer  Social Security #_  RECOMMEND APPROVAL;  Sampson County Tax Administrator	Mailing address.  Turn Draughon Parker  All Layer aughon  —109

MEMO:				25-Apr-14
FROM:		Sheriff Jimmy Thornton	D	ate
TO:	Sampso	n County Board of Commissioners		
VIA:	County I	Manager & Finance Officer	, <b>«</b>	
SUBJECT:	Budget /	کے ڈانگ 14-2 <del>011 A</del> mendment for fiscal year	-2	
1. It is requeste	ed that the	budget for the Sheriff's		Department
be amended as		Famous distance Associated		•
Expenditure		Expenditure Account Description	Increase	Decrease
11243100-	523879	Drug Allowance	\$10,000	
Revenue A	ccount	Revenue Account Description	Increase	Decrease
11034310-	402603	Federal Asset Funds (NARC)	\$10,000	
		ve request is/are as follows:		
To provide fur purchases.	iding for un	dercover drug sting operations. Used	as "Buy" money for probable c	ause
purchases.				
			Ammykil	
ENDORSEMEI	NT		(Signature of Department H	lèad)
		ending approval/disapproval.	4/2	, 20 14
			11	, 20
			If I	Clark
ENDORSEMEN	NT		(County Finance Off	icer)
		ending approval/disapproval.		. 20
		-		
Date of approval/d	isannroval h	VR O C	(Count 111	11-05
Date of approval/u	isappioval D	y D.O.O.	(County Manager & Bud	aget Oπicer)

MEMO:

FROM: David K. Clack, Finance Officer

April 24, 2014

TO: Sampson (	County Board of Commissioners		
VIA: County Ma	nager & Finance Officer		
SUBJECT: Budget Am	endment for fiscal year 2013-2014		
1. It is requested that the l	oudget for the Clinton City Schools (	Capital Outlay Department	be amended
as follows:			
Expenditure Account Cod	Description (Object of Expenditure)	e) Increase	Decrease
11659110-550000 11659110-555032	Unallocate capital outlay Category 3 capital outlay (vehicle	s) 1,006.00	1,006.00
Revenue Account Code	Source of Revenue	Increase	Decrease
Nevenue Account code	Source of Nevertue		Decrease
2. Reason(s) for the above	•	aga an activity bug	
ro allocate unallocated cap	ital outlay to pay highway use tax and t	ags on activity bus.	
		(b. 11106	
		(Signature of Department H	lead)
ENDORSEMENT		./	
<ol> <li>Forwarded, recomment</li> </ol>	ding appróval/disapproval.	4/2	/, 20 <u>//</u>
		/hulle	Sal .
		(County Finance Of	ficer)
ENDORSEMENT	dia a communa Malia a communa I		00
i. Forwarded, recommen	ding approval/disapproval.		, 20
Date of approval/disapproval by I	3.O.C.	(County Manager & Bu	dget Officer)
	111		

MEMO:			4/22/2014
FROM: Sam	pson County Health Dopt	D	ate
	on County Board of Commissioners		
VIA: County	Manager & Finance Officer		
SUBJECT: Budget	Amendment for fiscal year 2013-2014		
1. It is requested that the	budget for the ENV HLTH FOOD AND	DLODGING	Department
be amended as follows:			
Expenditure Account	Expenditure Account Description	Increase	Decrease
12551830-531100 12551830-535300 12551830-525100 12551830-544000	F & L DEPARTMENT SUPPLIES F & L MAINT/REPAIR VEHICLES F & L GAS OIL & TIRE F & L CONTRACTED SERVICES	500.00 1,000.00 500.00 2,226.00	
Revenue Account  12535183-404000	Revenue Account Description  F & L STATE ASSISTANCE		Decrease
2. Reason(s) for the ab	ove request is/are as follows:		
		(Signature of Department I	 Head)
ENDORSEMENT	$\sim$	J	, _ ,
1. Forwarded, recomn	nending approval/disapproval.	and ace	20 <u>19</u>
ENDODOEMENT		(County Finance O	fficer)
ENDORSEMENT  1. Forwarded, recomn	nending approval/disapproval.		. 20
i. i oiwaided, iecolilli		·	, 20
Date of approval/disapproval	by B.O.C.	(County Manager & Bu	udget Officer)

		DODGET AMILIAD	IAI - I - A I		
MEMO:				April 11, 2	2014
FROM:	Sarah V	/. Bradshaw		Date	
TO:	Sampsor	n County Board of Commissioners			
VIA:	County N	lanager & Finance Officer			
SUBJECT:	Budget A	mendment for fiscal year 2013-20	14		
1. It is request	ed that the l	oudget for the Social Services		D	epartment
be amended as					_
Expenditure		Expenditure Account Description		rease	Decrease
13554120- 13553100-		IV-E Foster Care Salaries	220	0,000.00	37,730.00
Revenue A		Revenue Account Description		rease	Decrease
13535410-	403312	IV-E Foster Care	182	2,270.00	
cover estir revenue (8 foster care	mated expe 32.85%). T	ove request is/are as follows: Tenditures for the remainder of FY 2 his budget amendment is due to t	013-2013 and also	record the ir e of children	ncrease in placed in
ENDORSEME		1		11.	/
		ending approval/disapproval.	(County	9//7  A d day  Finance Office	, 20 <u></u>
ENDORSEME					
1. Forwarded	d, recomme	ending a <del>pprov</del> ál/disapproval.	Zen V	2.0	, 20
Date of approval/	disapproval b	v B.O.C.	(County Ma	nager & Budge	etOfficer)

MEMO:			_	4/14/	/2014
FROM:	Lorie Sut	tton, Director of Aging Services		Di	ate
TO:	Sampson	n County Board of Commission	ers		
VIA:	County N	lanager & Finance Officer			
SUBJECT:	Budget A	mendment for fiscal year 2012-	2013		
1. It is request	ed that the I	oudget for the	Aging		Department
be amended as		- "		_	_
Expenditure		Expenditure Account Descript		Increase	Decrease
02558620	-523800	CAP/DA - Medical Supplies		\$ 7,000.00	
Revenue A	ccount	Revenue Account Description		Increase	Decrease
02035862-	363301	CAP/DA - Medical Supplies - F	Reimb frm Med	\$ 7,000.00	
2 Reason(s)	for the abo	ve request is/are as follows:			
		nds for medical supplies to last us	until the end of th	e fiscal year.	
		**		•	
			D	$\sim$ 0	1 2
			Dali	. b Sut	ton
			(Signatu	ire of Department F	lead)
ENDORSEME		Addison of Addison of the Addison of		4/02	00 14
1. Forwarde	a, recomme	ending approval/disapproval.	2	7/25	, 20/4
				and h	Clean
				County Finance Of	ficer)
ENDORSEME		anding approval/diagrams			20
i. Folwarde	i, recomme	ending approval/disapproval.			, 20
			Zen	w.h	
Date of approval/	disapproval b	y B.O.C.	(Co	unty Manager & Bu	dget Officer)

MEMO:			March 3	31, 2014
FROM:	Sarah V	/. Bradshaw	Da	ate
TO:	Sampson	County Board of Commissioners		
VIA:	County N	lanager & Finance Officer		
SUBJECT:	Budget A	mendment for fiscal year 2013-2014		
1. It is requeste	ed that the l	oudget for the Social Services		Department
be amended as Expenditure		Expenditure Account Description	Increase	Decrease
13554810		Crisis Intervention Program	14,578.00	
13554810- 13553100-		LIEAP Salaries	22,575.00 12,147.00	
Revenue A	Account	Povonuo Account Deparintion	Imamana	Decrees
13535480-		Revenue Account Description  Crisis Intervention Program	Increase	<u>Decrease</u>
13535480-		Crisis Intervention Program LIEAP	14,578.00 22,575.00	
13535310-		Energy Admin	2,909.00	
13535310-	403366	Foster Care Caseworker Visits	9,238.00	
Crisis In	tervention,	ove request is/are as follows: To be Low Income Energy Assistance, LIE worker Visits.		
			De	
ENDORSEME	NT	0	(Signature of Department F	lead)
		ending approval/disapproval.	4/2 Jed U	1 , 20 14 lef
ENDORSEME	NT		(County Finance Of	ticer)
		ending approval/disapproval.		, 20
			San W Ge	
Date of approval/	disapproval b	y B.O.C.	(County Manager & Bu	dget Officer)

April 23, 2014

١			

FROM: David K. Clack, Finance Officer

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2013-2014

1. It is requested that the budget for the Public Buildings Department be amended as follows:

Expenditure Account Code	Description (Object of Expenditure)	Increase	Decrease
11142600-555000	Capital outlay other equipment	173,530.00	

Revenue Account Code	Source of Revenue	Increase	Decrease
11039999-409800	Fund balance appropriated encumbrances	173,530.00	

2. Reason(s) for the above request is/are as follows:

To bring forward unexpended funds for the Detention Center g	rit chamber.
	(Signature of Department Head)
ENDORSEMENT	
Forwarded, recommending approval/disapproval.	Jand & Class , 2014
	(County Finance Officer)
ENDORSEMENT	
<ol> <li>Forwarded, recommending approval/disapproval.</li> </ol>	, 20
	Een W. a
Date of approval/disapproval by B.O.C.	(County Manager & Budget Officer)

# CLINTON CITY SCHOOLS BUDGET AMENDMENT

FUND: State Public School Fund			
The Clinton City Board of Education at a meeting on the 31st Day of March 2014, passed the following resolution:			
ents be made to the Budget Resolution for the			
CHED LISTING			
\$ <u>16,693,208.01</u>			
\$ <u>428,955.00</u>			
\$ <u>17,122,163.01</u>			
We, the Board of County Commissioners of Sampson County, hereby approve the changes in the Clinton City School Budget as indicated above and have made entry of changes in the minutes of said Board this day of 2014.			
Chairman, Board of County Commissioners			

Secretary,

Board of County Commissioners

Secretary,

Board of Education

Code	Description	Increase	Decrease
1.5110.001.121.000.000.00	Salary- Teacher	\$9,998.00	
	<b>New Teacher Orientation</b>		
1.5110.003.162.000.000.00	Salary-Substitute	\$700.00	
	December Substitute Pay		
1.5110.015.462.000.000.00	Purchase of Non- Capitalized Equipment	\$14.00	
	November Interest		
1.3100.000.000.000.000.00	State Allocation	\$10,712.00	
1.3100.000.000.000.000.00	Additional Allocation	\$418,665.00	
1.5110.009.184.000.000.00	Employee Benefits	\$412,000.00	
1.5110.015.462.000.000.00	Additional Allocation	\$5,965.00	¥
1.5110.014.411.000.000.00	Additional Allocation	\$700.00	
	<b>Budget additional State Allocation</b>	,	
1.3100.000.000.000.000.00	Digital Learning Grant Funding	\$11,306.00	
1.5860.030.411.000.000.00	Digital Learning Grant Funding	\$11,306.00	
	<b>Budget Digital Learning Grant Funds</b>	***************************************	
1.3100.000.000.000.000.00	State Allocation	\$152.00	
1.5110.061.413.000.000.00	Textbooks	\$58.05	
1.5110.061.413.304.304.00	Textbooks	\$19.98	
1.5110.061.413.308.308.00	Textbooks	\$19.98	
1.5110.061.413.320.320.00	Textbooks	\$53.99	
	Transfer to purchase textbooks		
1.3100.000.000.000.000.00	State Allocation	\$21.00	
1.5110.015.462.000.000.00	Purchase of Non-Cap. Computer Equip.  December Interest	\$21.00	
1.3100.000.000.000.000.00	State Allocation		\$700.00
.5120.014.351.000.000.00	CTE-Tuition Fees		\$1,062.00
.5120.014.411.000.000.00	Instructional Supplies		\$39,643.00
.5120.014.411.308.308.00	Instructional Supplies	\$40,005.00	, ,
	Correct Budgeted Dollars		
.3100.000.000.000.000	State Allocation	\$200.00	
.5110.003.162.000.000.00	Substitute Pay- Certified	\$200.00	
	January Sub. Reimbursement		
.5270.054.151.000.000.00	Salary- Clerical		\$6,015.00
5270.054.162.304.000.00	LEP-Sub Pay Regular Absence	\$1,500.00	
5270.054.163.304.000.00	LEP-Sub Pay Staff Development	\$2,500.00	

Code	Description	Increase	Decrease
1.5270.054.211.000.000.00	Social Security	\$134.00	
1.5270.054.221.000.000.00	Retirement		\$144.00
1.5270.054.312.000.000.00	LEP-Workshop Exp/Allowable Travel	\$1,224.00	18 1870 18900001
1.5270.054.411.000.000.00	Supplies & Materials	\$801.00	
	<b>Budget Actual Planned Expense</b>		
1.5330.069.143.308.000.00	Remedial&Suppl. K-12 Salary-Tutor	\$32,600.00	
1.5330.069.211.308.000.00	Social Security	\$2,494.00	
1.5330.069.221.308.000.00	Retirement	\$4,789.00	
1.5330.069.231.308.000.00	Hospitalization	\$5,285.00	
1.5350.069.198.000.000.00	Salary- 22 Credit Coordinator		\$32,600.00
1.5350.069.211.000.000.00	Social Security		\$2,494.00
1.5350.069.221.000.000.00	Retirement		\$4,789.00
1.5350.069.231.000.000.00	Hospitalization		\$5,285.00
	Correct Budget Codes		**************
1.3100.000.000.000.000.00	NCVPS Sure Up and Textbooks		\$11,401.00
1.5110.001.121.000.000.00	NCVPS Sure Up		\$11,612.00
1.5110.061.413.308.308.00	Textbooks	\$211.00	to Constitution of Paradian wave and Constitution
	NCVPS Sure Up and Textbook Transfer		

## CLINTON CITY SCHOOLS BUDGET AMENDMENT

NUMBER: 3	
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FUND: Current Expense Fund

The Clinton City Board of Education at a meeting on the, 31st Day March 2014 passed the following resolution:

Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2014.

#### SEE ATTACHED LISTING

Total appropriation in current budget

Total increase/decrease of amendment

Total appropriation in amended budget

Passed by majority vote of the Clinton City Board of Education on the 31st Day of March 2014.

Chairman, Board of Education

Secretary,

Board of Education

\$ 5,803,663.00

\$ 5,315.52

\$ 5,808,978.52

We, the Board of County Commissioners of Sampson County, hereby approve the \_ changes in the Clinton City School Budget as indicated above and have made entry of changes in the minutes of said Board this

\_\_\_\_ day of \_\_\_\_

2014

Chairman,

Board of County Commissioners

Secretary,

**Board of County Commissioners** 

Code	Description	Increase	Decrease
2.4840.000.000.000.000.00 2.5110.012.311.308.308.00	Insurance Settlement Contracted Services	\$2,983.92	
2.3110.012.311.308.308.00	Budget Insurance Settlement - Driver's Ed.	\$2,983.92	
2.4430.000.000.000.000.00 2.5110.061.411.320.320.00	Contributions and Donations Supplies and Materials SMS Supplies and Materials	\$2,331.60 \$2,331.60	
2.5501.801.181.000.000.00 2.6530.801.321.000.000.00	Supplement/Supplementary Pay Public Utilities-Electric Services Women's Soccer Donation	\$1,224.00	\$1,224.00

## CLINTON CITY SCHOOLS **BUDGET AMENDMENT**

				1
NI	IN	ИR	ER	.3
141		$\mathbf{L}$	-1	

FUND: Federal Programs Fund

The Clinton City Board of Education at a meeting on the 31st Day of March 2014, passed the following resolution:

Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2014.

#### SEE ATTACHED LISTING

Total appropriation in current budget \$ 2,541,176.57 Total increase/decrease of amendment \$ (7,224.00) Total appropriation in amended budget

Passed by majority vote of the Clinton City Board of Education on the 31st Day of March 2014.

We, the Board of County Commissioners of Sampson County, hereby approve the changes in the Clinton City School Budget as indicated above and have made entry of changes in the minutes of said Board this day of

\$ <u>2,533,952.57</u>

Chairman Board of Education Secretary, Board of Education

Chairman, Board of County Commissioners Secretary, **Board of County Commissioners** 

Code	Description	Increase	Decrease
3.5110.070.163.000.000.00	Regular Curr-Sub Pay- Staff Development	\$3,220.00	
3.5110.070.211.000.000.00	Social Security	\$246.33	
3.5110.070.311.000.000.00	Contracted Services	\$3,500.00	
3.5110.070.312.000.000.00	Workshop Expense	\$1,000.00	
3.5110.070.411.000.000.00	Supplies and Materials		\$7,001.27
3.5110.070.418.000.000.00	Computer Software and Supplies		\$838.00
3.8100.070.392.000.000.00	Indirect Cost		\$127.06
	Budget actual planned expenditures		
3.3600.109.000.000.000.00	Revenue-Rural & Low Income Schools		\$7,224.00
3.5110.109.181.000.000.00	Supplement Payment		\$5,904.86
3.5110.109.211.000.000.00	Social Security		\$451.72
3.5110.109.221.000.000.00	Retirement		\$867.42
	Budget final allocation		a. ♥controlled special of a sterio
3.5110.118.312.000.000.81	Regular CurrWorkshop Exp/Allowable Trav	\$335.00	
3.5210.118.163.000.000.81	EC-Substitute Pay- Staff Development	\$600.00	
3.5210.118.211.000.000.81	Social Security	\$45.90	•
3.5210.118.221.000.000.81	Retirement	\$88.14	
3.5210.118.311.000.000.81	EC-Contracted Services	\$584.42	
3.5210.118.312.000.000.81	EC-Workshop Exp/Allowable Travel		\$800.00
3.5210.118.411.000.000.00	Supplies & Materials	\$40.09	<ul> <li>▼ - 2 × + 3 27 ± 25% (\$6,000 × 600 50)</li> </ul>
3.5230.118.163.000.000.81	EC-PreK - Substitute Pay		\$100.00
3.5230.118.211.000.000.81	Social Security		\$7.65
3.5230.118.221.000.000.81	Retirement		\$14.69
3.5230.118.312.000.000.81	Workshop Expense		\$250.00
3.6200.118.312.000.000.81	Spec. Pop Support & Develp. Workshop		\$500.00
3.8100.118.392.000.000.00	Indirect Cost		\$21.21
	Budget acutal planned expenditures		W -1 (-1903)

# **CLINTON CITY SCHOOLS BUDGET AMENDMENT**

NUMBER: 3	FUND: Capital Outlay		
The Clinton City Board of Education at a meeting on the 31st Day of March 2014, passed the following resolution:			
Be it resolved that the following amendr fiscal year ending June 30, 2014.	ments be made to the Budget Resolution for the		
SEE ATTA	ACHED LISTING		
Total appropriation in current budget	\$ <u>465,200.00</u>		
Total increase/decrease of amendment	\$ <u>181,408.96</u>		
Total appropriation in amended budget	\$ <u>646,608.96</u>		
Passed by majority vote of the Clinton City Board of Education on the 31st Day of March 2014.	We, the Board of County Commissioners of Sampson County, hereby approve the changes in the Clinton City School Budget as indicated above and have made entry of changes in the minutes of said Board this day of 2014.		
Chairman, Board of Education	Chairman, Board of County Commissioners		
Secretary, Board of Education	Secretary, Board of County Commissioners		

Code	Description	Increase	Decrease
4.4430.000.000.000.000.00	Donations	\$6,984.96	
4.9020.001.542.316.316.00	Purchase of Computer Equipment	\$6,984.96	
	PTSO Donation for Computers	7 - 7,20 110 0	
4.4910.000.000.000.000.00	Fund Balance Appropriated	\$173,259.00	
4.9020.503.542.308.308.00	Purchase of Computer Equipment-MTM	\$173,259.00	
*	Budget March to a Million Funds		
4.4430.000.000.000.000.00	Donations	\$1,165.00	
4.9020.001.542.316.316.00	Purchase Computer Hardware-Capitalized Complete purchase of computers	\$1,165.00	

# CLINTON CITY SCHOOLS BUDGET AMENDMENT

NUMBER: 3	FUND: Special Revenue Fund
The Clinton City Board of Education at a meeting passed the following resolution:	ng on the 31st Day of March 2014,
Be it resolved that the following amendr fiscal year ending June 30, 2014.	ments be made to the Budget Resolution for the
SEE ATTA	ACHED LISTING
Total appropriation in current budget	\$ <u>870,163.00</u>
Total increase/decrease of amendment	\$ <u>2,000.00</u>
Total appropriation in amended budget	\$ 872,163.00
Passed by majority vote of the Clinton City Board of Education on the 31st Day of March 2014.	We, the Board of County Commissioners of Sampson County, hereby approve the changes in the Clinton City School Budget as indicated above and have made entry of changes in the minutes of said Board this day of 2014.
Chairman, Board of Education	Chairman, Board of County Commissioners
Sagratary	
Secretary, Board of Education	Secretary, Board of County Commissioners

Code	Description	Increase	Decrease
8.4430.000.000.000.000.00 8.5110.506.462.330.330.00	Contributions and Donations Purchase of Computers Wal-Mart Grant Funds	\$2,000.00 \$2,000.00	
8.5501.840.411.308.308.02 8.6530.802.321.000.000.00	Soccer-Supplies and Materials Electric Service Women's Soccer Donation	\$1,224.00	\$1,224.00

# SAMPSON COUNTY BOARD OF COMMISSIONERS ITEM ABSTRACT x Information Only Public Comment Report/Presentation Closed Session Action Item Planning/Zoning Consent Agenda Water District Issue

#### INFORMATION ONLY

For all Board Information items, please contact the County Manager's Office if you wish to have additional information on any of the following.

a. Recognition of Tax Administration for Completion of Certification as Tax Collector

#### Susan Holder

#### Subject:

FW: [ptax] Awards and Certifications presented at NCTCA Conference

From: Jim Johnson

Sent: Wednesday, April 16, 2014 4:17 PM

To: Ed Causey

Subject: FW: [ptax] Awards and Certifications presented at NCTCA Conference

I received my certification for Tax Collector at last week at the annual conference in Asheville. This fulfills all requirements that were listed when I was appointed in July 2011.

Jim Johnson

Sampson Co Tax Administrator

PO Box 1082 Clinton NC 28329

PH 910-592-8146 Ext 227

Fax 910-592-4865

www.sampsonnc.com

From: Jeff Niebauer [mailto:jniebauer@brunsco.net]

Sent: Wednesday, April 16, 2014 11:39 AM

To: The ptax mailing list

Subject: [ptax] Awards and Certifications presented at NCTCA Conference

Good morning,

I want to thank everyone again for their participation with the NCTCA annual Conference. We had a wonderful program and many excellent educational opportunities.

For those who were unable to attend, I want to share the recognitions that where presented at the conference.

Awards were presented this year for both the Tax Collector of the Year and Tax Employee of the Year.

Marcus Kinrade, Wake County Revenue Director, was presented the Tax Collector of the Year award.

Alan Lumpkin, Wayne County Assistant Tax Administrator, was presented the Tax Employee of the Year award.

During the conference banquet we had 31 of our association members achieve their certifications.

#### **Certification for Tax Collector**

Brian S Myers, Davie County Rita B Miller, Alleghany County Donna Fox, City of Hendersonville James Johnson, Sampson County Melia M Miller, Stanly County

#### POLICIES AND PROCEDURES REGARING PUBLIC COMMENT

A period reserved for comments from the public on topics not otherwise included on that evening's agenda will be included as an item of business on all agendas of regularly-scheduled Board of Commissioners meetings and shall be deemed the "Public Comment" segment of the agenda. The Public Comment segment of the agenda will be placed at the end of the agenda, following the conclusion of all other open session business.

As with Public Hearings, the Chair (or presiding officer) will determine and announce limits on speakers at the start of the Public Comment period. Generally, each speaker will be allocated five (5) minutes. **Speakers may not allocate their time to another speaker.** The Chairman (or presiding officer) may, at his discretion, decrease this time allocation, if the number of persons wishing to speak would unduly prolong the meeting.

The Public Comment period shall not exceed a total of thirty (30) minutes unless the Board entertains a successful majority vote to extend this period.

An individual wishing to address the Board during the Public Comment period shall register with the Clerk to the Board prior to the opening of the meeting by signing his or her name, address and a short description of his or her topic on a sign-up sheet stationed in the lobby of the County Auditorium.

If time allows, those who fail to register before the meeting may speak during the Public Comment period. These individuals will speak following those who registered in advance. At this time in the agenda, an individual should raise his or her hand and ask to be recognized by the Board Chair (or presiding officer); and then state his or her name, address and introduce the topic to be addressed.

Items of discussion during the Public Comment segment of the meeting will be only those appropriate to Open Meetings. Closed Meeting topics include, but are not limited to, such subjects as personnel, acquisition of real property, and information protected by the client-attorney privilege. Closed Meeting subjects will not be entertained.

Because subjects of Special and Emergency Meetings are often regulated by General Statutes, there will be no Public Comments segment reserved on agendas of these meetings; however, Special and Emergency Meetings are open for public attendance.

The Public Comments segment of the agenda is intended to provide a forum for the Board of Community to listen to citizens; there shall be no expectation that the Board will answer impromptu questions. However, Board members, through the presiding officer, may ask the speaker questions for clarification purposes. The Board will not take action on an item brought up during the Public Comments segment of the agenda and, when appropriate, items will be referred to the Manager or the proper Department Head.