



**SAMPSON COUNTY
BOARD OF COMMISSIONERS
MEETING AGENDA
July 9, 2018**

6:00 pm Convene Regular Meeting (County Auditorium)

Invocation and Pledge of Allegiance
Approve Agenda as Published

Tab 1 Reports and Presentations

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| a. Recognition of Retirees | 1 |
| b. Presentation - Guardian Ad Litem | 2 |
| c. Presentation - Friends of Sampson County Waterways | 3 - 7 |

Tab 2 Planning and Zoning

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| a. <u>RZ-6-18-1</u> : Request to Rezone 50 Acres Located Along Kornegay Town Road from RA-Residential Agriculture to C-Commercial | 8 - 11 |
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Tab 3 Action Items

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| a. Tax Settlement and Charge to Tax Collector | 12 - 13 |
| b. Designation of Voting Delegate - NCACC Annual Conference (August 23-25, 2018) | 14 - 15 |
| c. Public Hearing - Naming of Private Roads | 16 - 18 |
| d. Submission of Memorandum of Understanding between Sampson County and NC Department of Health and Human Services | 19 - 43 |
| e. Appointments | 44 - 45 |
| • Library Board of Trustees | |
| • Transportation Advocacy Group (TAG) | |

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| a. Approve the minutes of the June 4, 2018 and June 13, 2018 meetings | 47 - 61 |
| b. Adopt Resolution Supporting Agriculture | 62 |
| c. Approve the contract between Sampson County and the North Carolina Forestry Service for FY 2018-19 | 63 - 66 |
| d. Approve execution of proposal for professional services by The Wooten Company for an EMS Facility Space Needs Study | 67 - 68 |
| e. Accept a Fire Prevention Grant from FM Global in the amount of \$2,315 for equipment to assist fire investigations and inspections | 69 - 70 |

Tab 4 Consent Agenda, continue

- f. Approve fee revisions as recommended by the Health Advisory Board (CPT Code 90750 Shingrix vaccine and CPT Code 87210 Smear, Wet Mount) (approving in capacity of Board of Commissioners and Board of Health) 71 - 72
- g. Accept Community Health Grant funding in the amount of \$150,000 and authorize execution of contract documents (approving in capacity of Board of Commissioners and Board of Health) 73 - 90
- h. Approve delinquent disabled veteran tax exclusion application for Willie M. Bowden, Jr. 91 - 93
- i. Approve tax refunds and releases as submitted 94 - 98
- j. Approve budget amendments as submitted 99

Tab 5 Board of Health Information Items (no action needed)

- a. Health Advisory Board Minutes, April 16, 2018 100 - 101
- b. Dangerous Dog Appeal Minutes, May 14, 2018 102 - 104
- c. 2018 County Health Rankings Report 105 - 118
- d. 2018 Child Health Report 119 - 134
- 135 - 136

No written materials **County Manager's Reports**
(Manager will provide updates and reports on various matters.)

Public Comment Period 137 - 138

Policy can be found as last page of agenda. Copies are available at sign in desk of meeting room. All written materials to be presented to the Board must be provided to the Clerk for distribution in advance of the Public Comment Period.

Adjournment

**SAMPSON COUNTY
BOARD OF DIRECTORS OF
SAMSON COUNTY WATER AND SEWER DISTRICT II**

Tab 6 Approval of Revised Water Shortage Response Plan

139 - 145

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

ITEM NO. 1 (b)

Meeting Date: July 9, 2018

<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
<input checked="" type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
<input type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue

SUBJECT: Presentation – Guardian Ad Litem

DEPARTMENT: NC Guardian Ad Litem

PUBLIC HEARING: No

CONTACT PERSON: Lori McClain, District Administrator-GAL

PURPOSE: To hear a presentation that calls attention to the GAL program and encourages volunteers

ATTACHMENTS: None

BACKGROUND: The NC Guardian Ad Litem program is urgently seeking volunteers from Sampson County to serve as child advocates within the court system to bring a voice to children involved in the court system who have been neglected and abused. The child advocate works in partnership with an attorney to assure the best interests of the child are represented to the court. Child advocates are required to undergo a criminal background check, and the GAL agency provides a comprehensive training and assistance to these advocates.

RECOMMENDED ACTION OR MOTION: No action required

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 1 (c)

Meeting Date: July 9, 2018

<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
<input checked="" type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
<input type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue

SUBJECT: Presentation – Friends of Sampson County Waterways

DEPARTMENT: N/A

PUBLIC HEARING: No

CONTACT PERSON: Don Meese, President
 Philip Bell, Vice President

PURPOSE: To hear a presentation on the work of the Friends of Sampson County Waterways

ATTACHMENTS: FSCW Data Sheet

BACKGROUND: Representatives of the Friends of Sampson County Waterways have requested to make a presentation on the activities of their organization.

RECOMMENDED ACTION OR MOTION: No action required



The Friends of Sampson County Waterways is a group of concerned individuals which attempt to protect and keep the waterways open and clean in Sampson County. We identify trees down in the river and try to keep them cut so boaters and paddlers and enjoy the river. We also try to keep the rivers clean of trash during our paddle trips and several days we sponsor clean up trips.

We have a fleet of canoes and kayaks and take individuals, groups and organizations on paddle trips to provide education and appreciation of the county river systems of over 300 miles of waterways.

Membership is open to everyone and members have access to use the boats. Non-members can join us on trips for \$10 a boat or \$20 a family and we provide boat, paddle and pfd.

We have a Yahoo Message board

<https://groups.yahoo.com/neo/groups/sampsoncountywaterways/info>

We are also on Facebook

For more info contact Pres Don Meece meeced@embarqmail.com or 910-850-3182 or

Trip Coordinator Cebron Fussell at 910-592-7373

Canoe found in South River

On or about May 13, 2018, Jonathan Autry (Autryville resident) discovered a Burnt Out Canoe in South River near the old train trestle crossing west of old Hwy 24 in Autryville. Reports suggest staff from Cumberland Parks and Recreation and the Transportation Museum removed the canoe from the Sampson County side of the bridge and transported the canoe to Fayetteville. The Canoe is currently undergoing preservation treatment at the Underwater Archaeology Lab in Ft. Fisher. Preliminary observations suggests the canoe is a Native American artifact possible predating European colonization of the area.

The Coharie Tribe is keenly interested in insuring the canoe is returned to Sampson County, home of the Coharie Indian Tribe who's tribal office is located approximately 7 miles north of Clinton on Hwy. 421, or displayed in the Sampson County History Museum located in Clinton.

Cultural Significance

Sampson County is home to one of North Carolina's 7 State recognized tribes. Coharie people represent Sampson County very well , examples: Educators, Chief of Staff for UNC Chapel Hill, Military Officers, Government managers, Farmers and the list goes on of many notable positions held by Coharie People who proudly recognize Sampson County as home. Custody and display of the canoe found in South River in Sampson County is paramount in the eyes and hearts of the Coharie People. This canoe represents another relic of the past validating existence of Native American residents (Coharie Indians) who following colonization, immigration, and encumbered trials, have weathered the test of time. This Canoe is important to

sharing the story of the Coharie Peoples past, culture and resilience. Possession of a prestigious historical object like this canoe that points back to ones heritage is a significant find for elders of the tribe and a great teaching tool for generations to come.

Significance to the County

Clinton's Visitor Bureau recently acknowledged Blue Ways of Sampson County as one of the most effective tourism strategic plans that presents unlimited opportunities for attracting tourism to Sampson County. Located within about an hour's drive of Raleigh, Ft. Bragg, Wilmington, and Seymour Johnson Air Base positions Sampson Counties rivers systems in a prime location to engage entrepreneurial opportunities for paddling, camping, fishing and utilizing Sampson Counties rivers for economic gain. The Coharie Tribe in cooperation with NRCS, NCDCA and Friends of Sampson County Waterways is working together to implement debris removal operations in the Great Coharie River which will open more than 20 miles of river system to navigation for kayaking, canoeing, fishing, sightseeing, environmental education opportunities ,etc.

Displaying a pristine conditioned canoe found and retrieved from County Waters will attract history buffs from all across the country. Educational institutions will be afforded opportunities to observe an interesting part of history and the canoe will add another critical chapter to the Sampson County's rich history. Housing the canoe in the Sampson County History Museum will offer a prize attractant for a broad spectrum of potential visitors who will more than likely, dine, shop and/ or be entertained by Clinton City and Sampson's County bountiful attractions and sites of interest.

The Great Coharie River Initiative

The GCRI began in the summer of 2015 by a volunteer assembly of Coharie Indians along the Upper Great Coharie River. The goal is to create a navigable corridor along an almost forgotten waterway that flows through 4800 acres of prime educational opportunity, potential tourism attraction and economic stimulus that is being underutilized. This property is a treasured location for outdoor activities and sparking tourism interest for the county.

Philip Bell

Volunteer - Great Coharie River Initiative

910-990-9941

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 2 (a)

Meeting Date: July 9, 2018	<input type="checkbox"/> Information Only <input type="checkbox"/> Report/Presentation <input checked="" type="checkbox"/> Action Item <input type="checkbox"/> Consent Agenda	<input checked="" type="checkbox"/> Public Comment <input type="checkbox"/> Closed Session <input checked="" type="checkbox"/> Planning/Zoning <input type="checkbox"/> Water District Issue
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SUBJECT: Planning Issues

DEPARTMENT: Clinton-Sampson Planning and Zoning

PUBLIC HEARING: Yes

CONTACT PERSON: Joel Starling, County Attorney
Anita Lane, Senior Planner

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

ATTACHMENTS: Planning Staff Memorandum; Maps

BACKGROUND:

RZ-6-18-1: Staff will review a request to rezone approximately 50 acres located along Kornegay Road from R-Residential Agriculture to C-Commercial. The request has been unanimously recommended for approval by the Planning Board, having found the request to be consistent the goals and objectives of the Sampson County Land Use Plan other long-range planning documents due to the fact this property is located within 6800' of the I-40 and US 701 interchange, a major thoroughfare, where commercial development is encouraged. The Chairman should open the public hearing and call upon staff. Once all comments are received, the hearing should be closed and the rezoning request considered for approval, with the recommended zoning consistency statement.

RECOMMENDED ACTION OR MOTION:

Approve the request to rezone approximately 50 acres located along Kornegay Road from R-Residential Agriculture to C-Commercial, accepting the provided findings of fact and adopting 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-6-18-1** 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 within 6800' of the I-40 and US 701 interchange, a major thoroughfare, where commercial development is encouraged.*

Sampson County Planning Department

405 County Complex Road – Building B
Clinton, North Carolina 28328
(910) 592-0146



To: Ed Causey, County Manager
From: Anita Lane, Senior Planner
Subject: June 18, 2018 Sampson County Planning and Zoning Board Meeting -
County Board of Commissioners July 9, 2018 Agenda Item
Date: June 20, 2018

The following request was addressed by the Planning and Zoning Board at their June 18, 2018 meeting:

RZ-6-18-1 - A rezoning request by Tony Parker to rezone approximately 50 acres located along Kornegay Town Road from RA-Residential Agriculture to Commercial District was unanimously recommended for approval with the following findings of fact and zoning consistency statement: (see attached location map)

1. Tony Parker has signed the rezoning application as the owner.
2. This rezoning will include approximately 50 acres as shown on the attached location map.
3. The property is currently zoned RA-Residential Agriculture District. (see attached location map)
4. This property is located along Kornegay Town Road. The properties to the north, south, east and west are zoned RA Residential Agriculture District. The property is located within 6800' of the I-40/US 701 interchange.
5. The Sampson County Land Use Plan encourages Commercial zoned properties along or within close proximity to major thoroughfares such as I-40 and US 701.
6. All adjacent property owners within 100' have been notified by mail and the property has been posted.

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-6-18-1** 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 within 6800' of the I-40 and US 701 interchange, a major thoroughfare, where commercial development is encouraged.

Please contact my office with any additional questions or comments.

attachments

cc: Susan Holder, Assistant County Manager

MINUTES OF THE SAMPSON COUNTY
PLANNING AND ZONING BOARD

Meeting Date
June 18, 2018

Members Present
Ann Naylor
Andrew Jackson
Debra Bass
Nancy Blackman
Steve Parker
Sherri Smith

Members Absent
Clayton Hollingsworth

Minutes Approved

Upon a motion by Nancy Blackman, with the correction of an adjoining property owners name as being Ola Daughtry instead of Olivia Daughtry under Case SU-5-18-1, and seconded by Steve Parker, the minutes of the May 21, 2018 meeting were approved as presented by the Board.

Ayes: 6 Nays: 1, Andy Jackson

RZ-6-18-1

A rezoning request by Tony Parker to rezone approximately 50 acres located along Kornegay Town Road from RA-Residential Agriculture to Commercial District. (See attached location map)

Mrs. Rose informed the Board staff has reviewed the request and prepared the following findings of fact for consideration by the Planning Board:

1. Tony Parker has signed the rezoning application as the owner.
2. This rezoning will include approximately 50 acres as shown on the attached location map.
3. The property is currently zoned RA-Residential Agriculture District. (see attached location map)
4. This property is located along Kornegay Town Road. The properties to the north, south, east and west are zoned RA Residential Agriculture District. The property is located within 6800' of the I-40/US 701 interchange.
5. The Sampson County Land Use Plan encourages Commercial zoned properties along or within close proximity to major thoroughfares such as I-40 and US 701.
6. All adjacent property owners within 100' have been notified by mail and the property has been posted.

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-6-18-1** 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 within 6800' of the I-40 and US 701 interchange, a major thoroughfare, where commercial development is encouraged.

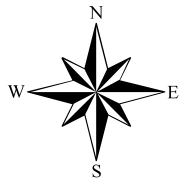
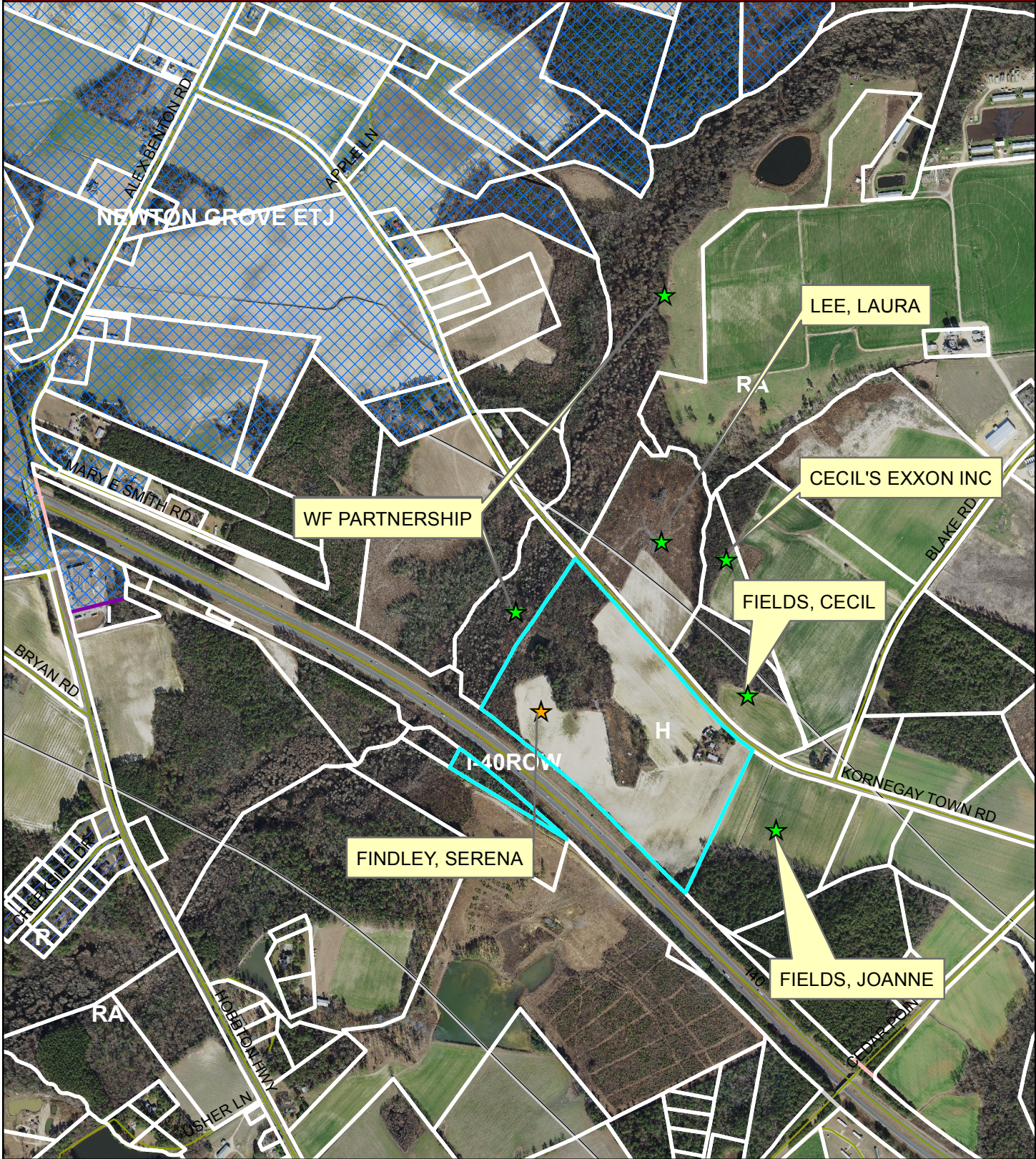
DECISION. After Board discussion, Nancy Blackman moved to recommend approval of RZ-6-18-1 with the above referenced findings of fact and zoning consistency statement. The motion was seconded by Andrew Jackson and unanimously recommended for approval by the Board.

The Planning Board meeting adjourned at 7:00 pm.

Chairman

Secretary

RZ-6-18-1 Tony Parker Kornegay Town Road



1 inch = 1,000 feet

	Proposed Area
	Adjacent Property Owners

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 3 (a)

Meeting Date: July 9, 2018	<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
	<input type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input checked="" type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
	<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue

SUBJECT: Tax Settlement and Charge to Tax Collector

DEPARTMENT: Tax

PUBLIC HEARING: No

CONTACT PERSON(S): Jim Johnson, Tax Administrator

PURPOSE: To hear annual settlement of taxes for FY 2017-2018 and charge Tax Collector with collection of FY 2018-2019 taxes

ATTACHMENTS: Tax Charge

BACKGROUND:

Annually, the Tax Administrator must provide a settlement of taxes for the previous fiscal year before being charged with the collection of the current year taxes. Tax Administrator Jim Johnson will provide the tax settlement information.

RECOMMENDED ACTION OR MOTION:

Motion to accept settlement and charge Tax Collector with collection of taxes for FY 2018-19

State of North Carolina
County of Sampson

To the Tax Collector of the County of Sampson:

You are hereby authorized, empowered and commanded to collect the taxes set forth in the tax records filed in the Sampson County Tax Office and in the tax receipts herewith delivered to you, in the amount and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the County of Sampson, and this order shall be a full and sufficient authority to direct, require and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law.

Witness my hand and official seal, this 9th day of July, 2018

Chairman, Sampson County Board of Commissioners

ATTEST:

Clerk to the Board of Commissioners

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 3 (b)

Meeting Date: July 9, 2018	<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
	<input type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input checked="" type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
	<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue
	<input type="checkbox"/>		<input type="checkbox"/>	

SUBJECT: Designation of Voting Delegate for NCACC Conference (August 23-25, 2018)

DEPARTMENT: Governing Body

PUBLIC HEARING: No

CONTACT PERSON(S): Edwin W. Causey, County Manager

PURPOSE: To designate board member (or Manager) to serve as voting delegate at business session of NCACC Annual Conference

ATTACHMENTS: Voting Delegate Designation Form

BACKGROUND:

The North Carolina Association of County Commissioners Annual Conference will be held on August 23-25 in Catawba County. The Board needs to determine if any of its members wish to attend and/or be designated as the Board's voting delegate for the business session of the conference. The voting delegate can be a commissioner or the County Manager.

RECOMMENDED ACTION OR MOTION:

Designate an individual to serve as the County's voting delegate at the 2018 NCACC Annual Conference



Designation of Voting Delegate to NCACC Annual Conference

I, _____, hereby certify that I am the duly designated voting delegate for _____ County at the 111th Annual Conference of the North Carolina Association of County Commissioners to be held in Catawba County, N.C., on August 23-25, 2018.

Signed: _____

Title: _____

Article VI, Section 2 of our Constitution provides:

“On all questions, including the election of officers, each county represented shall be entitled to one vote, which shall be the majority expression of the delegates of that county. The vote of any county in good standing may be cast by any one of its county commissioners who is present at the time the vote is taken; provided, if no commissioner be present, such vote may be cast by another county official, elected or appointed, who holds elective office or an appointed position in the county whose vote is being cast and who is formally designated by the board of county commissioners. These provisions shall likewise govern district meetings of the Association. A county in good standing is defined as one which has paid the current year's dues.”

Please return this form to Alisa Cobb by: **12 Noon on Friday, August 17, 2018:**

NCACC
353 E. Six Forks Road, Suite 300
Raleigh, NC 27609
Fax: (919) 733-1065
Email: alisa.cobb@ncacc.org
Phone: (919) 715-2685

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 3 (c)

Meeting Date: July 9, 2018	<input type="checkbox"/>	Information Only	<input checked="" type="checkbox"/>	Public Comment
	<input type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input checked="" type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
	<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue

SUBJECT: Public Hearing – Naming of Private Roads

DEPARTMENT: Emergency Management (Addressing)/Administration

PUBLIC HEARING: Yes

CONTACT PERSON(S): Susan J. Holder, Assistant County Manager

PURPOSE: To receive public input on the naming of certain private roads

ATTACHMENTS: Memo; Hearing Ad

BACKGROUND:

We have duly advertised this public hearing to receive comments on the recommendations of the Road Naming Committee with regard to the names of certain private roads:

PVT ROAD CODE

PVT 1602 2416
PVT 1321 959
PVT 1006 7599

PROPOSED NAME

Lola Lane
Paradise Lane
Gloria Jean Lane

RECOMMENDED ACTION OR MOTION:

Name private roads as recommended



**Sampson County
Emergency Management
Services**

Ronald Bass

Director

Office (910) 592-8996

Fax (910) 592- 5383

107 UNDERWOOD ST, CLINTON, NORTH CAROLINA 28328

MEMORANDUM:

TO: Ms. Susan Holder, Assistant County Manager

FROM: ^{RB} Ronald Bass, Emergency Management

DATE: June 13, 2018

SUBJECT: Private Road Names/Public Hearing Request

The Road Naming Committee members have reviewed road name suggestions for the following pending private roads. The Committee's recommendations have been listed below:

PVT 1602 2416
PVT 1321 959
PVT 1006 7599

Lola Ln
Paradise Ln
Gloria Jean Ln

This is being forwarded for your review and if you concur please place this on the Board's agenda for consideration at a public hearing.

Please review and advise.

NOTICE OF PUBLIC HEARING NAMING OF PRIVATE ROADS

The Sampson County Board of Commissioners will hold a public hearing at 6:00 p.m. on Monday, July 9, 2018, in the County Auditorium, Sampson County Complex, Building A to consider public input on the naming of the following private roads:

PVT ROAD CODE

PVT 1602 2416

PVT 1321 959

PVT 1006 7599

PROPOSED NAME

Lola Lane

Paradise Lane

Gloria Jean Lane

Only those roads listed will be considered at this time. Questions or comments may be directed to the Office of the Clerk to the Board, 406 County Complex Road, Clinton, NC 28328 (tel: 910/592-6308)

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 3 (d)

Meeting Date: July 9, 2018	<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
	<input type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input checked="" type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
	<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue
	<input type="checkbox"/>		<input type="checkbox"/>	

SUBJECT: Submission of Memorandum of Understanding between Sampson County and NC Department of Health and Human Services

DEPARTMENT: Governing Body

PUBLIC HEARING: No

CONTACT PERSON(S): Edwin W. Causey, County Manager
Joel Starling, County Attorney

PURPOSE: To consider resubmission of mandated MOU without adopted signing statement

ATTACHMENTS: MOU and Signing Statement, Correspondence from DHHS

BACKGROUND:

At the Board's meeting on June 13, 2018, you directed staff to comply with the NC Department of Health and Human Service's mandate to submit a duly executed Memorandum of Understanding, pursuant to NC 108A-74. The Board further directed that such MOU should be accompanied by a Signing Statement which set forth the Board's concerns regarding the foreseeable challenges in meeting the performance standards contained in the agreement which, because they were standardized, did not address any county's specific issues, challenges and resource limitations. The documents were duly submitted, but the DHHS has responded, acknowledging our concerns but advising that they cannot sign the MOU with the attached signing statement. They have requested the MOU be resubmitted without the statement. Because of the Board's previous formal action, staff is seeking direction on re-submission of the mandated document.

RECOMMENDED ACTION OR MOTION:

Formally advise staff on actions to take regarding resubmission of the MOU document

Susan Holder

From: Ed Causey
Sent: Thursday, June 28, 2018 4:55 PM
To: Susan Holder; Joel Starling (joelstarling@dwslaw.com)
Subject: FW: Request for Resubmission - MOU FY2018-2019

From: Penny, Paris [mailto:paris.penny@dhhs.nc.gov]
Sent: Thursday, June 28, 2018 4:07 PM
To: Ed Causey <ecausey@sampsonnc.com>; Sarah Bradshaw <sarah.bradshaw@sampsondss.net>
Cc: Becketts, Michael <Michael.Becketts@dhhs.nc.gov>; Black, Wayne E <Wayne.Black@dhhs.nc.gov>
Subject: Request for Resubmission - MOU FY2018-2019

Sending on behalf of Michael Becketts.

We are in receipt of Sampson County's MOU and the accompanying Signing Statement. We have read and reviewed the comments and concerns you raised in the Signing Statement. We appreciate the enormous responsibility and challenges posed by social services work and take your feedback and concerns seriously. The Department has a vested interest in doing what it can to help the counties succeed. We would like to work with Sampson County to address the specific concerns raised related to the County's ability to meet the performance requirements established in the MOU, as well as complying with the other terms of the MOU.

However, the Department cannot sign the MOU with the signing statement attached. We ask that you resubmit the signed MOU to DHHS without any attachments or edits to the language. Once we receive the resubmitted, signed MOU, we will return a fully executed copy.

Please return the signed MOU to Wayne Black (Wayne.Black@dhhs.nc.gov) and Paris Penny (Paris.Penny@dhhs.nc.gov) as soon as possible.

Michael

Paris Penny
Office of the Secretary
North Carolina Department of Health and Human Services

919-855-4805 office
919-715-4645 fax
Paris.Penny@dhhs.nc.gov

101 Blair Drive, Adams Building
2001 Mail Service Center, Raleigh, NC 27699-2001

Unauthorized disclosure of juvenile, health, legally privileged, or otherwise confidential information, including confidential information relating to an ongoing State procurement effort, is prohibited by law. If you have received this e-mail in error, please notify the sender immediately and delete all records of this e-mail.

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NORTH CAROLINA'S
SAMPSON COUNTY
OFFICE of the COUNTY MANAGER

June 15, 2018

Wayne Black
Division of Social Services Director
North Carolina Department of Health and Human Services
2401 Mail Service Center
Raleigh, North Carolina 27699

RE: Memorandum of Understanding FY 2018-19

Dear Mr. Black:

In compliance with N.C. Gen. Stat §108A-74, Sampson County herewith submits a duly executed copy of the Memorandum of Understanding (Fiscal Year 2018-19) between the County and the North Carolina Department of Health and Human Services.

While we appreciate the opportunity to offer feedback during the lengthy process of drafting this agreement, we continue to believe the standardized document does not adequately address the need to tailor an agreement that matches our County's, and every other county's, specific issues, challenges and resource limitations. We remain concerned that our County may be subjected to corrective action, State intervention and potential State and Federal funding cuts for issues that will be out of our control. For this reason, our executed MOU is accompanied by a signing statement that sets forth our concerns regarding the foreseeable challenges to meeting the performance standards contained in the agreement.

Nevertheless, Sampson County and the valued staff of our Department of Social Services will continue to work diligently and progressively to abide by applicable laws, codes, regulations and policies to meet the performance standards mandated by DHHS, but more importantly to ensure our services meet and exceed the needs and expectations of our clients and the citizens we represent.

Sincerely,



Edwin W. Causey
County Manager

Cc: Board of Commissioners
Sarah Bradshaw, DSS Director
W. Joel Starling, Jr., County Attorney
Paris Penny, DHHS

406 County Complex Road, Building C
(910) 592-6308

Clinton, North Carolina 28328
www.sampsonnc.com

**SIGNING STATEMENT
REGARDING THE MEMORANDUM OF UNDERSTANDING (FISCAL YEAR 2018-19) BETWEEN THE
NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF SOCIAL SERVICES
AND THE
SAMPSON COUNTY DEPARTMENT OF SOCIAL SERVICES**

A signing statement commenting on the written agreement entered into by the above entities pursuant to N.C. Gen. Stat. § 108A-74, an Act of the North Carolina General Assembly

The Sampson County Department of Social Services shall enter into the Memorandum of Understanding (MOU) as proposed by the North Carolina Department of Health and Human Services to comply with the requirements of N.C. Gen. Stat. § 108A-74. However, based upon the lack of mutuality in creation of the terms of the MOU, the Sampson County Department of Social Services attaches this Signing Statement as a means of expressing its concerns regarding the inevitable obstacles regarding compliance with the terms of the MOU as written.

This document is binding on our Agency yet it does not make meaningful allowances for performance standards based on the limitations of resources and other county specific facts in Sampson County, North Carolina.

N.C. Gen. Stat. § 108A-74(a1)(3) provides that the written agreement between the North Carolina Department of Health and Human Services and counties be “standardized or may be tailored to address issues in specific jurisdictions.” This agreement has not been subject to such tailoring for Sampson County. Based upon information and belief, this agreement has not been subject to such tailoring in the other 99 counties either. Each county in North Carolina is a unique entity and its provision of social services contains individual challenges that are not accounted for in this agreement.

The 2018-19 MOU binds the Sampson County Department of Social Services to a statewide identical agreement and, at the outset of such, the Sampson County Department of Social Services is aware that it has a limited opportunity for compliance with certain performance standards or other terms of the agreement. As such, the Sampson County Department of Social Services is subjecting itself to particular corrective actions, State intervention and potentially State and Federal funding cuts for issues that are out of its control. Simultaneously, the North Carolina Department of Health and Human Services is agreeing to provide vague and unenforceable support to the Sampson County Department of Social Services and the other 99 counties.

Further, the responsibilities of the Department (State), as delineated in the MOU, lack specificity. For example, the Department is required to publish a training calendar, at least

quarterly, to notify the counties of training opportunities. This is integral for our progress as workers are often required to have certain trainings before they may begin to work in the field. A quarterly calendar is not enough. We need our workers to be able to get out there and do their jobs proficiently as soon as possible. The North Carolina Department of Health and Human Services has supervisory responsibility over county departments of social services and is required to provide feedback and resources that affect a county's performance. However, based upon this MOU, the State does not have consequences for failure to adequately supervise or provide resources to Sampson County or the other 99 counties. This is further evidence that this document is not one made of "mutual accord."

Therefore, in anticipation of the foreseeable difficulties in meeting the mandated performance requirements, the Sampson County Department of Social Services submits this Statement, at the outset of this MOU, as a way to provide the North Carolina Department of Health and Human Services with notice of the impediments that the Sampson County Department of Social Services forecasts.

Sampson County stands willing and ready to continue to work our best efforts to meet the needs of children, families and all citizens. We are willing to abide by all relevant laws, codes, regulations and policies. However, without the ability to individually and specifically negotiate the terms of the aforementioned Memorandum of Understanding, we believe it would be a disservice to our clients, the people of Sampson County, North Carolina, by not informing the State and Department of Health and Human Services of the information contained in this Signing Statement.

BY: 

Sarah W. Bradshaw

TITLE: Director, Sampson County Department of Social Services

DATE: 6/13/18

BY: 

Clark H. Wooten

TITLE: Chairman County of Sampson

DATE: 6/13/18

**MEMORANDUM OF UNDERSTANDING (FISCAL YEAR 2018-19) BETWEEN
THE NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
SAMPSON COUNTY**

**A Written Agreement Pursuant to N.C. Gen. Stat. § 108A-74, an Act of the North Carolina General
Assembly**

This Memorandum of Understanding ("MOU") is made by and between the North Carolina Department of Health and Human Services, (hereinafter referred to as the "Department") and Sampson County a political subdivision of the State of North Carolina (hereinafter referred to as the "County") to comply with the requirements of law, N.C. Gen. Stat. § 108A-74. The Department and the County may be referred to herein individually as a "Party" and collectively as the "Parties."

TERMS OF UNDERSTANDING

In consideration of the mutual promises and agreements contained herein, as well as other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties agree to this MOU, effective July 1, 2018, in compliance with the mandates of law enacted by the North Carolina General Assembly and in recognition of possible amendments by the General Assembly, the Parties further agree to conform to changes made to the law, notwithstanding a contractual term previously agreed upon.

1.0 Parties to the MOU

The only Parties to this MOU are the North Carolina Department of Health and Human Services and Sampson County, a political subdivision of the State of North Carolina.

1.1 Relationships of the Parties

Nothing contained herein shall in any way alter or change the relationship of the parties as defined under the laws of North Carolina. It is expressly understood and agreed that the enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Department and the County. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Department and County that any such person or entity, other than the Department or the County, receiving services or benefits under this MOU shall be deemed an incidental beneficiary only.

Subcontracting: The County shall be responsible for the performance of all of its subcontractors. The County shall disclose the names of its subcontractors to the Department within thirty (30) days of the execution thereof. The County shall also provide additional information concerning its subcontractors as may be requested by the Department within thirty (30) days of the request. The County additionally agrees not to enter into any confidentiality agreement or provision with a subcontractor or other agent to provide services related to this MOU that would prevent or frustrate the disclosure of information to the Department. Subcontractors shall be defined under this MOU to mean any party the county enters into a contractual relationship with for the complete administration of one or more social services programs covered by this MOU. Temporary employees hired by the County shall not be considered subcontractors under this MOU.

Assignment: No assignment of the County's obligations or the County's right to receive any funding made in any way concerning the matters covered by this MOU hereunder shall be permitted.

2.0 Terms of the MOU

The term of this MOU shall be for a period of one year beginning July 1, 2018 and ending June 30, 2019.

2.1 Default and Modification

Default: In the event the County fails to satisfy the mandated performance requirements as set forth in Attachments I through IX or fails to otherwise comply with the terms of this MOU, the Department may withhold State and/or federal funding. Any such withholding shall be in compliance with, and as allowed by, state and/or federal law.

Performance Improvement/Corrective Action: Prior to the Department exercising its authority to withhold State and/or federal funding for a failure to satisfy the mandated performance requirements or failure to comply with the terms of this MOU, the steps set forth in Attachment X will govern. For this MOU covering Fiscal Year 2018-2019, the Department will not initiate any actions set forth in Attachment X related to the mandated performance requirements until January 1, 2019. Nothing contained in this MOU or Attachment X shall supersede or limit the Secretary's authority to take any action otherwise set forth in N.C. Gen. Stat. § 108A-74.

Waiver of Default: Waiver by the Department of any default or breach in compliance with the terms of this MOU by the County shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this MOU unless stated to be such in writing, signed by an authorized representative of the Department and the County and attached to the MOU.

Force Majeure: Neither Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Modification: The terms and conditions of this MOU may only be modified by written agreement of the Parties, signed by an authorized representative of the Parties.

3.0 MOU Documents

The Recitals and the following attachments are incorporated herein by reference and are part of this MOU:

- (1) The portions hereof preceding the Terms of Understanding, including but not limited to the introductory paragraph and the Recitals, which are contractual as well as explanatory
- (2) The Terms of Understanding
- (3) Attachment I – Mandated Performance Requirements: Child Welfare – Child Protective Services
- (4) Attachment II – Mandated Performance Requirements: Foster Care
- (5) Attachment III – Mandated Performance Requirements: Child Support
- (6) Attachment IV – Mandated Performance Requirements: Energy

- (7) Attachment V – Mandated Performance Requirements: Work First
- (8) Attachment VI – Mandated Performance Requirements: Food and Nutrition Services
- (9) Attachment VII – Mandated Performance Requirements: Adult Protective Services
- (10) Attachment VIII – Mandated Performance Requirements: Special Assistance
- (11) Attachment IX – Mandated Performance Requirements: Child Care Subsidy
- (12) Attachment X – Corrective Action

4.0 Entire MOU

This MOU and any documents incorporated specifically by reference represent the entire agreement between the Parties and supersede all prior oral or written statements or agreements between the Parties.

5.0 Definitions

While "County" is used as an abbreviation above, the following definitions, some of which are contained in N.C. Gen. Stat. § 108A-74(a), also apply to this MOU:

- (1) "County department of social services" also means the consolidated human services agency, whichever applies;
- (2) "County director of social services" also means the human services director, whichever applies; and
- (3) "County board of social services" also means the consolidated human services board, whichever applies.
- (4) "Child welfare services or program" means protective, foster care, and adoption services related to juveniles alleged to be abused, neglected, or dependent as required by Chapter 7B of the General Statutes.
- (5) "Social services programs" or "Social services programs other than medical assistance" means social services and public assistance programs established in Chapter 108A other than the medical assistance program (Part 6 of Article 2 of Chapter 108A). This includes, but is not limited to, child welfare programs, adult protective services, guardianship services for adults, and programs of public assistance established in Chapter 108A. It also includes the child support enforcement program, as established in Article 9 of Chapter 110 of the General Statutes, and the North Carolina Subsidized Child Care Program.

To the extent that any term used herein is defined by a statute or rule applicable to the subject matter of this MOU, the statutory or rule definition shall control. For all remaining terms, which are not defined by statute or rule, those terms shall have their ordinary meaning. Should any further definition be needed, the Parties agree that the meanings shall be those contained in the current version (as of the time the dispute or question arises) of Black's Law Dictionary, and if not defined therein, then of a published unabridged modern American English Language Dictionary published since the year 2000.

6.0 Audit Requirements

The County shall furnish to the State Auditor, upon his/her request, all books, records, and other information that the State Auditor needs to fully account for the use and expenditure of state funds in accordance with N.C.G.S. § 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

7.0 Record Retention

The County shall retain records at its own expense in accordance with applicable State and Federal laws, rules, and regulations. The County shall facilitate and monitor the compliance of its subcontractors with all applicable requirements of record retention and disposition.

In order to protect documents and public records that may be the subject of Department litigation, the Department shall notify the County of the need to place a litigation hold on those documents. The Department will also notify the County of the release of the litigation hold. If there is no litigation hold in place, the documents may be destroyed, disposed of, or otherwise purged through the biannual Records Retention and Disposition Memorandum from the Department's Controller's Office.

8.0 Liabilities and Legal Obligations

Each party hereto agrees to be responsible for its own liabilities and that of its officers, employees, agents or representatives arising out of this MOU. Nothing contained herein is intended to alter or change the relationship of the parties as defined under the laws of the State of North Carolina.

9.0 Confidentiality

Any medical records, personnel information or other items exempt from the NC Public Records Act or otherwise protected by law from disclosure given to the Department or to the County under this MOU shall be kept confidential and not divulged or made available to any individual or organization except as otherwise provided by law. The Parties shall comply with all applicable confidentiality laws and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative simplification rules codified at 45 Parts 160, 162, and 164, alcohol and drug abuse patient records laws codified at 42 U.S.C. §290dd-2 and 42 CFR Part 2, and the Health Information Technology for Economics and Clinical Health Act (HITECH Act) adopted as part of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5).

10.0 Secretary's Authority Undiminished

Certain functions delegated to the County pursuant to this MOU are the duty and responsibility of the Department as the grantee of federal grant funds. The Parties understand and agree that nothing in this MOU shall be construed to diminish, lessen, limit, share, or divide the authority of the Secretary of the Department to perform any of the duties assigned to the Department or its Secretary by the North Carolina General Statutes, the terms and conditions of the federal funds and their applicable laws and regulations or other federal laws and regulations regarding any federal funding which is used by the Department to reimburse the County for any of its duties under this MOU.

11.0 MOU does not Diminish Other Legal Obligations

Notwithstanding anything to the contrary contained herein and to facilitate the mandated performance requirements of N.C. Gen. Stat. § 108A-74, the Parties acknowledge and agree that this MOU is not intended to supersede or limit, and shall not supersede or limit, the County's obligations to comply with all applicable: 1) federal and state laws; 2) federal and state rules; and 3) policies, standards, and directions of the Department, as all such currently exist and may be amended, enacted, or established hereafter.

12.0 Notice

The persons named below shall be the persons to whom notices provided for in this MOU shall be given. Either Party may change the person to whom notice shall be given upon written notice to the other Party. Any notice required under this MOU will only be effective if actually delivered to the parties named below. Delivery by hand, by first class mail, or by email are authorized methods to send notices.

For the Department of Health and Human Services, Division of Social Services

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Wayne Black, Director Division of Social Services 2401 Mail Service Center Raleigh, NC 27699-2401	Wayne Black, Director Division of Social Services NC DHHS Dorothea Dix Campus, McBryde Building Phone: 919-527-6338 Fax: 919-334-1018 Email wayne.black@dhhs.nc.gov

For Sampson County:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Edwin W. Causey, County Manager 406 County Complex Road Clinton, North Carolina 28328	Edwin W. Causey, County Manager 406 County Complex Road Clinton, North Carolina 28328 Phone: (910) 592-6308, ext. 2270 Email: ecausey@sampsonnc.com

13.0 Responsibilities of the Department

The Department hereby agrees that its responsibilities under this MOU are as follows:

- (1) The Department shall develop mandatory performance requirements for each social services program based upon standardized metrics utilizing reliable data. The mandated performance requirements are identified in Attachments I through IX.
- (2) The Department shall provide supervision, program monitoring and technical assistance to the counties in the administration of social services programs.
- (3) The Department shall provide leadership and coordination for developing strategies that address system-level barriers to the effective delivery of social services programs, including but not limited to: the Administrative Office of Courts, the LME/MCO, Department of Public Instruction, and the Department of Public Safety.
- (4) The Department shall have the following administrative responsibilities:
 - a. Staff Training and Workforce Development:
 - i. Develop training requirements for county personnel and provide guidance for adequate staffing patterns related to the provision of social services programs. The Department will publish annually, a list of required and recommended trainings for county personnel directly involved in the administration of social services programs covered under this MOU.

- ii. Develop training curricula and provide, timely, adequate access to statewide training opportunities for county personnel related to the provision of social services programs. Training opportunities may include in-person, self-guided, web-based and remotely facilitated programs.
 - iii. The Department will publish a training calendar, at least quarterly, notifying the counties of training opportunities.
 - iv. Provide timely written guidance related to new federal or state statutes or regulations. The Department will provide information in advance of the effective date of new policy to the extent possible, including interpretations and clarifications of existing policy.
 - v. Provide technical assistance and training in areas where quality control, monitoring or data indicates a lack of correct application of law, rule or policy.
- b. Compliance Monitoring:
- i. Monitor and evaluate county compliance with applicable federal and state laws, rules and policies.
 - ii. Provide feedback to counties with recommended changes when necessary.
 - iii. Monitor that all financial resources related to the provision of social services programs covered by this MOU are utilized by the county in compliance with applicable federal and state laws.
- c. Data Submission:
- i. Maintain and review data submitted by counties pursuant to the mandatory performance requirements.
 - ii. Provide counties with reliable data related to their performance measurements as well as accuracy and timeliness of programs in accordance with state and federal program guidelines. This includes but is not limited to processing applications and recertification, quality control standards, program statistics and fiscal information.
 - iii. The Department shall be responsible for the maintenance and functionality of its information systems utilized in the statewide administration of social services programs covered by this MOU.
- d. Communication:
- i. Provide counties with clarification or explanation of law, rule or policy governing social services programs when necessary or as requested.
 - ii. Disseminate policy on social services programs and provide counties with timely information on any updates to policy.
 - iii. Provide timely information to counties on any changes to federal law or policy made known to the Department.
 - iv. Provide counties with a timely response to requests for technical assistance or guidance.
 - v. Maintain all policies covering social services programs in a central, accessible location. Policies will be updated, to the extent possible, in advance of the effective date of any new policies or policy changes.
 - vi. Provide counties with an opportunity to submit questions, concerns and feedback related to the administration of social services programs to the Department and provide County a timely response to such communication.
 - vii. Communicate proactively with the County Director of Social Services on matters that effect social services programs covered under this MOU.
 - viii. Communicate directly with the County Manager, Governing Boards, and the County Director of Social Services on matters including but not limited to,

corrective action, and significant changes to law, rule and policy that impact the administration of social services programs covered by this MOU.

- e. Inter-agency Coordination:
 - i. Provide guidance to counties in the event they are unable to reach a resolution on a conflict of interest that arises related to the provision of social services programs covered by this MOU.
 - ii. Provide guidance for county DSS personnel on federal and state Emergency Management, mass shelter, Business Continuity Plan (BCP) and Continuity of Operations Plan (COOP) requirements.
 - iii. Coordinate with and communicate to county DSS agencies regarding available and required training opportunities associated with DSS Mass Shelter, BCP and COOP responsibilities.
 - iv. Assist and support counties as needed in implementation of operational functions of mass shelter operations and as needed during other emergencies as they arise.

- (5) The Department shall timely meet all of its responsibilities contained in this MOU. "Timely" shall be defined consistent with timeliness requirements set forth in relevant statute, regulation, and policy. Where timeliness is not otherwise defined, "timely" shall mean within a reasonable time under the circumstances.

14.0 Responsibilities of the County

The County hereby agrees that its responsibilities under this MOU are as follows:

- (1) The County shall adhere to the mandated performance requirements for each social services program as identified in Attachments I through IX.
- (2) The County shall comply with the following administrative responsibilities
 - a. Staff Requirements and Workforce Development:
 - i. The personnel, including new hires and existing staff, involved in the County's provision of social services programs covered by this MOU shall complete all required and necessary training, which is documented as required by federal and state law and policy.
 - b. Compliance:
 - i. Perform activities related to its social services programs in compliance with all applicable federal and State laws, rules, regulations and policies. Nothing contained herein is intended to, nor has the effect of superseding or replacing state law, rules or policy related to social services programs.
 - ii. Develop and implement internal controls over financial resources related to the County's social services programs to ensure that all financial resources are used in compliance with applicable federal and state laws.
 - iii. Provide and adhere to corrective action plans as required based on monitoring findings and the Single Audit.
 - c. Data Submission:
 - i. Maintain accurate, thorough records of all social services programs covered by this MOU, in particular, records related to the mandated performance requirements that can be accessed for the purpose of data collection, service provision, monitoring or consultation
 - ii. Ensure reliable data entry into state systems utilized for the administration of social services programs covered under this MOU.

- iii. Provide, upon request, data to the state for the purpose of, but not limited to, conducting monitoring, case file reviews, error analysis and quality control.
 - iv. Utilize data to understand the performance of their county and to conduct analysis and implement changes where needed if performance measures are not being met.
- d. Communication:
- i. Respond and provide related action in a timely manner to all communications received from the Department.
 - ii. Provide timely information on all matters that have a potential negative impact on the social services programs they administer, including but not limited to, litigation risks (not including child welfare cases governed by Chapter 7B or adult services cases governed by Chapter 35A or 108A), network and computer issues, or data breaches.
 - iii. Provide timely information regarding temporary or permanent changes to the Social Services Governing Board. or the County Social Services Director, including retirements, separations, or any leave of absences greater than two calendar weeks.
- e. Inter-agency Cooperation:
- i. Ensure that county social services personnel complete required training and are prepared to engage in Disaster Management, mass shelter, BCP and COOP operations.
 - ii. Ensure that all plans and systems are in place to meet potential disaster (natural, technical, otherwise) response requirements.
 - iii. Engage with DHHS, state Emergency Management and local leadership in associated efforts.
 - iv. Assist or operate mass shelter operations or other required disaster management responsibilities.
- (3) The County shall timely meet all its responsibilities contained in this MOU. "Timely" shall be defined consistent with timeliness requirements set forth in relevant statute, regulation, policy or as otherwise required by the Department. If timeliness is not otherwise defined, "timely" shall mean within a reasonable time under the circumstances.

15.0 Data Security and Reporting

Data Security: The County shall adopt and apply data privacy and security requirements to comply with all applicable federal, state, department and local laws, regulations, and rules. To the extent that the Department and the county have already entered into one or more data privacy agreements covering all or any portion of the work to be performed under this MOU, the Parties hereby adopt and incorporate such agreements by reference into this MOU as if fully set forth herein.

Duty to Report: The County shall report all privacy and security incidents related to the provision of social services programs covered by the MOU to the Department and the Privacy and Security Office within twenty-four (24) hours after the privacy and security incident is first discovered, provided that the County shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the incident is first discovered. During the performance of this MOU, the County is to notify the Department of any contact by the federal Office for Civil Rights (OCR) received by the County related to the provision of social services programs covered by the MOU. In case of a privacy and security

incident, the County, including any subcontractors or agents it retains, shall fully cooperate with the Department.

16.0 Miscellaneous


Choice of Law: The validity of this MOU and any of its terms or provisions, as well as the rights and duties of the parties to this MOU, are governed by the laws of North Carolina. The Parties, by signing this MOU, agree and submit, solely for matters concerning this MOU, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this MOU and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.


Amendment: This MOU may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Department and the County. The Parties agree to obtain any necessary approvals, if any, for any amendment prior to such amendment becoming effective. Also, the Parties agree that legislative changes to state law shall amend this MOU by operation of law to the extent affected thereby.

Effective Date: This MOU shall become effective July 1, 2018 and shall continue in effect until June 30, 2019.

Signature Warranty: Each individual signing below warrants that he or she is duly authorized by the party to sign this MOU and to bind the party to the terms and conditions of this MOU.

Sampson County

BY: 
Name Clark H. Wooten

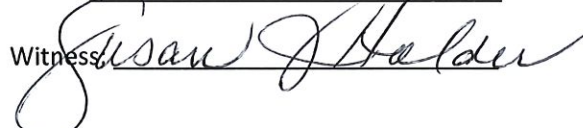
BY: 
Name Sarah W. Bradshaw

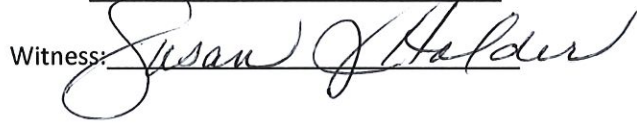
TITLE: Chairman, Board of Commissioners

TITLE: DSS Director

DATE: 6-13-18

DATE: 6-13-18

Witness: 

Witness: 

North Carolina Department of Health and Human Services

BY: _____
Secretary, Department of Health and Human Services

DATE: _____

**ATTACHMENT I — MANDATED PERFORMANCE REQUIREMENTS:
Child Welfare - CPS Assessments**

	Performance Measure	Authority for the performance measure
1	The County will initiate 95% of all screened-in reports within required time frames	NC General statute 7B.302; 10A NCAC 70A .0105; Chapter VIII: Child Protective Services, Section 1408 - Investigative & Family Assessments
2	For all children who were victims of maltreatment during a twelve month period, no more than 9% received a subsequent finding of maltreatment	CFSR; Safety Outcome 1: Children are, first and foremost, protected from abuse and neglect.

**ATTACHMENT II— MANDATED PERFORMANCE REQUIREMENTS:
Child Welfare - Foster Care**

	Performance Measure	Authority for the performance measure
1	The County will document permanency goals for 95% of foster youth within 60 days of a child entering custody or for whom the county has placement authority.	1201 Child Placement Services - Chapter VIII Case Reviews: B-Required Time Frames for Case Reviews
2	The County will ensure that 95% of all foster youth have face-to-face visits by the social worker each month.	1201, Chapter V., Out of Home Placement Family Services Improvement Act of 2006 (Public Law 109-288) Title IV B

The below system performance measures require county and state level system collaboration and improvements to successfully meet targets.

	System Performance Measure	Authority for the system performance measure
1	The County will provide leadership for ensuring that 41% of children who enter foster care in a 12-month period are discharged to permanency within 12 months of entering foster care. DHHS will work with each county to identify growth targets.	CFSR: Permanency Outcome 1: Children have permanency and stability in their living situations.
2	The County will provide leadership for ensuring that of children who enter foster care in a 12-month period who were discharged within 12 months to reunification, kinship care, guardianship, or adoption, no more than 8.3% re-enter foster care within 12 months of their discharge. DHHS will work with each county to identify growth targets.	CFSR: Safety Outcome 1: Children are, first and foremost protected from abuse and neglect
3	The County will provide leadership for ensuring that of all children who enter foster care in a 12-month period in the county, the rate of placement moves per 1000 days of foster care will not exceed 4.1%. DHHS will work with each county to identify growth targets.	1201 Child Placement Services - Chapter IV Placement Decision Making: C-Maintaining One Single Stable Foster Care Placement CFSR: Permanency Outcome 1: Children have permanency and stability in their living situations.

**ATTACHMENT III— MANDATED PERFORMANCE REQUIREMENTS:
Child Support**

	Performance Measure	Authority for the performance measure
1	The county will achieve its given annual percentage of paternities established for children born out of wedlock.	Section 342. "FEDERAL AND STATE REVIEWS AND AUDITS," of PRWORA, Section 454 of Title IV-D of the Social Security Act; 42 U.S.C. 658a. P.L. 105-200 NCGS 110- 129.1 Chapter B, Topic 09, Section B - Incentives Overview, Section C - Performance Factors and Incentives
2	The county will achieve its given annual percentage of child support cases that are under an order.	Section 342. "FEDERAL AND STATE REVIEWS AND AUDITS," of PRWORA, Section 454 of Title IV-D of the Social Security Act; 42 U.S.C. 658a. P.L. 105-200 NCGS 110- 129.1 Chapter B, Topic 09, Section B - Incentives Overview, Section C - Performance Factors and Incentives
3	The county will achieve its given annual percentage of current child support paid.	Section 342. "FEDERAL AND STATE REVIEWS AND AUDITS," of PRWORA, Section 454 of Title IV-D of the Social Security Act; 42 U.S.C. 658a. P.L. 105-200 NCGS 110- 129.1 Chapter B, Topic 09, Section B - Incentives Overview, Section C - Performance Factors and Incentives
4	The county will achieve its given annual percentage of cases that received a payment towards arrears.	Section 342. "FEDERAL AND STATE REVIEWS AND AUDITS," of PRWORA, Section 454 of Title IV-D of the Social Security Act; 42 U.S.C. 658a. P.L. 105-200 NCGS 110- 129.1 Chapter B, Topic 09, Section B - Incentives Overview, Section C - Performance Factors and Incentives
5	The county will meet its annual goal of total child support collections.	Section 342. "FEDERAL AND STATE REVIEWS AND AUDITS," of PRWORA, Section 454 of Title IV-D of the Social Security Act; 42 U.S.C. 658a. P.L. 105-200 NCGS 110- 129.1 Chapter B, Topic 09, Section B - Incentives Overview, Section C - Performance Factors and Incentives

**ATTACHMENT IV— MANDATED PERFORMANCE REQUIREMENTS:
Energy Programs**

	Performance Measure	Authority for the performance measure
1	The County will process 95% of Crisis Intervention Program (CIP) applications within one (1) business day for applicants with no heat or cooling source.	Energy Program Manual Section 400.03 d Federal Requirement 42 USC8621-8630 NC State Rule 10A N.C.A.C ch. 71V
2	The County will process 95% of Crisis Intervention Program (CIP) applications within two (2) business days of the application date for applicants who have a heat or cooling source.	NC Energy Programs Manual Section 400.03 A.2.d. Federal Requirement 42 USC8621 -8630 NC State Rules 10A N.C.A.C ch. 71V

**ATTACHMENT V— MANDATED PERFORMANCE REQUIREMENTS:
Work First**

	Performance Measure	Authority for the performance measure
1	The County will collect documentation from 50% of all Work-Eligible individuals that demonstrates completion of the required number of hours of federally countable work activities.	Work First Manual Section 001 Manual Section 003 TANF State Plan FFY 2016 - 2019 NC GS 108A-27.2(10) NC GS 108A-27.6(1) NC GS 108A-27.13(a) NC GS 108A-27.14(a) NC GS 108A-27.14(b)
2	The County will collect documentation from 90% of two-parent families with Work Eligible individuals that verifies that they have completed the required number of hours of federally countable work activities.	Work First Manual Section 001 Work First Manual Section 003 TANF State Plan FFY 2016 - 2019 NC GS 108A-27.2(10) NC GS 108A-27.6(1) NC GS 108A-27.13(a) NC GS 108A-27.14(a) NC GS 108A-27.14(b)
3	The County will process 100% Work First applications within 45 days of receipt.	Work First Manual Section 104 TANF State Plan FFY 2016 - 2019 NC GS 108A-31
4	The County will process 100% Work First recertifications no later than the last day of the current recertification period.	Work First Manual Section 104 TANF State Plan FFY 2016 - 2019 NC GS 108A-31

**ATTACHMENT VI— MANDATED PERFORMANCE REQUIREMENTS:
Food and Nutrition Services**

	Performance Measure	Authority for the performance measure
1	The County will process 95% of expedited FNS applications within 4 calendar days from the date of application.	FNS Manual Section 315 FNS_AL_1-2015 Federal Requirement 7 CFR 273.2
2	The County will process 95% of regular FNS applications within 25 days from the date of application.	FNS Manual Section 315 FNS_AL_1-2015 Federal Requirement 7 CFR 273.2
3	The County will ensure that 95% of FNS recertifications are processed on time, each month.	FNS Manual Section 425 Federal requirement 7 CFR 273.2
4	The County will ensure that 100% of Program Integrity claims are established within 180 days of the date of discovery.	FNS Manual Section 800 Federal Requirement 7 CFR 273.18

**ATTACHMENT VII— MANDATED PERFORMANCE REQUIREMENTS:
Adult Protective Services (APS)**

	Performance Measure	Authority for the performance measure
1	The County will complete 95% of APS evaluations involving allegations of abuse or neglect within 30 days of the report.	NCGS § 108A-103 (d) (4)
2	The County will complete 85% of APS evaluations involving allegations of exploitation within 45 days of the report.	NCGS § 108A-103 (d) (4)

**ATTACHMENT VIII— MANDATED PERFORMANCE REQUIREMENTS:
Special Assistance (SA)**

	Performance Measure	Authority for the performance measure
1	The County will process 85% of Special Assistance for the Aged (SAA) applications within 45 calendar days of the application date.	10A NCAC 71P .0604; SA Policy 3110 II. D. 2.
2	The County will process 85% of Special Assistance for the Disabled (SAD) applications within 60 calendar days of the application date.	10A NCAC 71P .0604; SA Policy 3110 II. D. 2.

**ATTACHMENT IX— MANDATED PERFORMANCE REQUIREMENTS:
Child Care Subsidy**

	Performance Measure	Authority for the performance measure
1	The County will process 95% of Child Care Subsidy applications within 30 calendar days of the application date.	North Carolina Subsidized Child Care Assistance policy

ATTACHMENT X— CORRECTIVE ACTION

The following steps for corrective action covering this MOU do not impact or change any Program Improvement Plan or Corrective Action Plan between the Department and a County or County Department of Social Services that is in effect as of July 1, 2018.

Further, the Department will not take any action towards developing a Performance Improvement Plan or Corrective Action Plan related to the performance requirements contained within this MOU for a County or County Department of Social Services until January 1, 2019.

1. Non-Compliance with performance requirements or terms of the MOU

- a. In the event a County Department of Social Services (County DSS)** fails to satisfy a performance requirement for three consecutive months or fails to comply with a term of this MOU, the Department will provide the County DSS with written notification identifying the relevant performance requirement or term and how the County DSS failed to satisfy it.
- b. Upon receipt of notification, the County DSS shall promptly provide the Department with written acknowledgment of receipt.
- c. If the County DSS does not agree that it failed to satisfy the performance requirement or comply with the terms of the MOU, it shall set forth, in writing, the basis for its disagreement. If the County DSS believes its failure to adhere to a mandated performance requirement or term of this MOU is due in whole or in part upon the failure of the Department to meet any of its responsibilities under this MOU or other external factors (i.e., limited court dates, continuances, etc.), the County DSS shall set forth in writing how the failure of the Department or external factors to meet its responsibility to the County DSS contributed to the inability of the County DSS to meet the mandated performance standard or other term of this MOU. This notice shall be received by the Department, along with all supporting documentation, within 10 business days of the County DSS' receipt of the Department's written notification of non-compliance.
- d. If written notice is received in accordance with subsection (c) of this section, the Department will provide the appropriate division director with the all documentation received. Following a review of all documentation, the division director will provide the county with a decision to proceed in developing the performance improvement plan or to rescind the notice of non-compliance.

2. Performance Improvement Plan

- a. The County DSS and Department shall work together to develop a performance improvement plan to address the non-compliance. The Parties will consider and address the County DSS's written disagreement with the identified non-compliance, if any, in the development of the performance improvement plan.
- b. The performance improvement plan shall include, at a minimum:
 - i. The role and responsibility of DHHS in providing support to the County DSS to address the non-compliance.
 - ii. The specific actions the County DSS will take to address the non-compliance and ensure ongoing compliance.

- c. The performance improvement plan shall be signed by the Department and the County DSS Director. A copy of the performance improvement plan will be sent to the chair of the DSS Governing Board.

3. Continued Non-Compliance

- a. In the event a County DSS continues to fail to satisfy a performance requirement or comply with the terms of the MOU for an extended period of time and is not meeting the terms of the performance improvement plan, the County DSS and the Department will enter into a corrective action plan, not to exceed a period of twelve months. An extended period of time is defined as three consecutive months, or five months out of a twelve-month period measured beginning with the first month after which the performance improvement plan is signed.
- b. The corrective action plan shall include, at a minimum:
 - i. A strategy to ensure regular supervisory oversight of the social services program at issue;
 - ii. A detailed strategy to ensure the issue central to the non-compliance is addressed and corrected;
 - iii. A strategy to ensure program and case documentation is both sufficient and completed within time frames prescribed by law, rule or policy; and
 - iv. A plan for the continuous review of the corrective activities by both the County Director of Social Services, the County DSS Governing Board, and the Department.
- c. The corrective action plan will be signed by the Department and the County DSS Director. A copy of the corrective action plan will be sent to the Chair of the DSS Governing Board, the County Manager, and the Chair of the Board of County Commissioners.

4. Failure to Complete Corrective Action Plan/Urgent Circumstances

- a. In the event a County DSS fails to complete the corrective action plan or otherwise fails to comply with the terms of the corrective action plan, the Department may exercise its authority under the law, and this MOU, to withhold federal and/or state funding.
- b. In circumstances of continuous extended non-compliance or other urgent circumstances, the Secretary may also exercise her statutory authority to assume control of service delivery in the County pursuant to N.C.G.S. 108A-74.

** In the event the performance requirement or term of the MOU falls outside of the authority of the County DSS, the notification of non-compliance will be sent to the County, and all subsequent steps contained herein shall be followed by the County.

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 3 (e)

Meeting Date: July 9, 2018

<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
<input type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
<input checked="" type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue

SUBJECT: Appointments

DEPARTMENT: Governing Body

PUBLIC HEARING: No

CONTACT PERSON: Vice Chairperson Sue Lee

PURPOSE: To consider appointments to various boards and commissions

Library Board of Trustees

The term of Linda Jewel Carr has expired. She is recommended for reappointment.

Transportation Advocacy Group (TAG)

The EDC Office has surveyed the individual members of the Sampson County TAG committee whose 2-year term need to be considered for reappointment. Jefferson Strickland and Nash Johnson both asked that their names not be submitted for reappointment, citing busy schedules and other obligations. Both Steve Stefanovich and Commissioner Jerol Kivett are willing to continue to serve. TAG Chairman Kivett has recommended Arnold Page and former commissioner Billy Lockamy for appointment.

Susan Holder

Subject: FW: TAG Committee Members

From: John Swope

Sent: Monday, June 25, 2018 12:42 PM

To: Richard Carr <rcarr@sampsonnc.com>

Cc: Jerol Kivett <jkivett@sampsonnc.com>; Jerol Kivett <Jerol@kivetts.com>

Subject: TAG Committee Members

Richard:

The EDC Office has surveyed the individual members of the Sampson County TAG committee whose 2-year term need to be considered for reappointment or not. We asked whether they would like to be reappointed as well as informed the TAG Chairman, Commissioner Jerol Kivett, of these committee members responses. Below are the results.

- Asking Not To Be Reappointed: Jefferson Strickland and Nash Johnson both asked that their names not be submitted to be reinstated to the TAG committee. They both cited busy schedules and other obligations. I told them we understand and thanked them for their service on this committee.
- Asked To Be Reappointed: Steve Stefanovich and Commissioner Jerol Kivett.

TAG Chairman Jerol Kivett has asked if Arnold Page and Billy Lockamy could be considered to serve as TAG Members.

Please let me know if you have any questions on this.

Thank you.

John

John Swope
Executive Director
Sampson County Economic Development Commission
Phone: 910.592.8921
Mobile: 910.214.2854
Fax: 910.596.0998



**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 4

Meeting Date: July 9, 2018	<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
	<input type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
	<input checked="" type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue

SUBJECT: Consent Agenda

DEPARTMENT: Administration/Multiple Departments

ITEM DESCRIPTIONS/ATTACHMENTS:

- a. Approve the minutes of the June 4, 2018 and June 13, 2018 meetings
- b. Adopt Resolution Supporting Agriculture
- c. Approve the contract between Sampson County and the North Carolina Forestry Service for FY 2018-19
- d. Approve execution of proposal for professional services by The Wooten Company for an EMS Facility Space Needs Study
- e. Accept a Fire Prevention Grant from FM Global in the amount of \$2,315 for equipment to assist fire investigations and inspections
- f. Approve fee revisions as recommended by the Health Advisory Board (CPT Code 90750 Shingrix vaccine and CPT Code 87210 Smear, Wet Mount) (approving in capacity of Board of Commissioners and Board of Health)
- g. Accept Community Health Grant funding in the amount of \$150,000 and authorize execution of contract documents (approving in capacity of Board of Commissioners and Board of Health)
- h. Approve delinquent disabled veteran tax exclusion application for Willie M. Bowden, Jr.
- i. Approve tax refunds and releases as submitted
- j. Approve budget amendments as submitted

RECOMMENDED ACTION OR MOTION:

Motion to approve Consent Agenda as presented.

The Sampson County Board of Commissioners convened for their regular meeting at 6:00 p.m. on Monday, June 4, 2018 in the County Auditorium, 435 Rowan Road in Clinton, North Carolina. Members present: Chairman Clark Wooten, Vice Chairperson Sue Lee, and Commissioners Jerol Kivett and Harry Parker. Absent: Commissioner Thaddeus Godwin.

Chairman Wooten convened the meeting and recognized Vice Chairperson Lee. She called upon Deputy Clerk Richard Carr for the invocation. Vice Chairperson Lee, accompanied by her grandchildren Jackson Lee and Jenna Stuart Lee, then led the Pledge of Allegiance.

Approval of Agenda

Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Parker, the Board voted unanimously to approve the agenda with the following changes: Item 5 (a) County Leadership Forum on Opioid Abuse Project was moved to become Item 1 (d); Memorandum of Understanding (Fiscal Year 2018-19) Between the North Carolina Department of Health and Human Services and Sampson County was added as Item 3 (e); Resolution Approving Support for Alternative 1A of 2015 Feasibility Study FS-1304A was added as Item 3 (f); Approving Sampson County Zoning Administrators as of July 1, 2018 was added as Item 3 (g).

Item 1: Reports and Presentations

Recognition of 2018 Miss Spivey's Corner and 2018 Miss Spivey's Corner Outstanding Teen Recently crowned Miss Spivey's Corner Madison Bryant and Miss Spivey's Corner Outstanding Teen Carrie Stevens were recognized by the Board. The young women provided information on their respective platforms. They were both offered congratulations and best wishes.

Recognition of Retirees Retirees Ricky Naylor and Michelle Simmons were not present to receive their service plaques.

Presentation of Eagle Scout Project: Electronics Recycling Site Improvements Casey Parker, an Eagle Scout candidate from Boy Scout Troop 80, presented his proposed Eagle Scout project which seeks to educate citizens on the importance of the proper disposal of electronic waste (e-waste). Mr. Parker's project would include construction of a crush and run pad, accompanied by signage at the two County convenience sites that accept e-waste (Spivey's Corner and Ingold), and designing educational material for public distribution.

Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Kivett, the Board voted unanimously to accept the project and authorized installation.

County Leadership Forum on Opioid Abuse Project Health Director Wanda Robinson presented some opioid information while requesting that the Board support the partnership efforts of the Health Department and the Substance Abuse Coalition to plan and host a County Leadership Forum on Opioid Abuse, in response to North Carolina Association of County Commissioners President Fred McClure call for local Health Directors to bring together local elected officials and other leaders to have informed discussion regarding the opioid crisis. The anticipated date for the forum is September 12th. Each of the committee members present introduced themselves, and Mrs. Robinson concluded by asking the Board to provide a letter of endorsement which would be sent to local leaders.

Upon a motion made by Commissioner Kivett and seconded by Commissioner Parker, the Board voted unanimously to support the Leadership Forum on Opioid Abuse Initiative and to provide a letter of endorsement to be provided to local leaders.

Item 2: Planning & Zoning Items

Public Hearing: Adoption of Sampson County Flood Damage Prevention Ordinance (continued from May 7, 2018 at which time the ordinance was introduced and provided to the Board for review). The Chairman called the hearing to order and acknowledged Planning Director Mary Rose, who informed the Board that the N.C. Flood Mapping Program is tasked with periodically updating flood maps in all North Carolina counties, and that Sampson County had been provided new flood map data, which necessitated that updating the Sampson County Flood Damage Prevention Ordinance. Ms. Rose noted that in addition to working with state emergency management representatives to make sure Sampson County's ordinance adheres to the state model ordinance, Planning staff were also advised by the County Manager to amend the ordinance to designate the Sampson County Building Inspector as the County Flood Administrator as of June 20, 2018. The Clinton-Sampson Planning Department would administer the Sampson County Flood Damage Prevention Ordinance until June 19, 2018. The Chairman opened the floor for public comment, and none were received. The hearing was closed.

Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Parker, the Board voted unanimously to approve the Flood Damage Prevention Ordinance, designating the Sampson County Building Inspector as the County Flood Damage Prevention Ordinance Administrator as of June 20, 2018, the effective date of the ordinance, with Planning staff continuing to administer the Sampson County Flood Damage Prevention Ordinance until June 19, 2018.

RZ-5-18-1 The Chairman called the hearing to order and acknowledged Planning Director Mary Rose, who reviewed a request to rezone approximately 17.96 acres located along Autry Highway from R-Residential Agriculture to C-Commercial, and associated findings of fact. The Chairman opened the floor for public comment, and none were received. The Chairman closed the hearing. Upon a motion made by Commissioner Kivett and seconded by Vice Chairperson Lee, the Board voted unanimously to approve the request to rezone approximately 17.96 acres located along Autry Highway from R-Residential Agriculture to C-Commercial, accepting the provided findings of fact and adopting 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-5-18-1 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 and along NC Hwy24/Autry Hwy.*

The Board then expressed gratitude and thanks to Ms. Rose for her services as Planning Director for the County.

Item 3: Action Items as Board of Commissioners

Public Hearing: Proposed Budget for Fiscal Year 2018-2019 The Chairman called the hearing to order and opened the floor for public comment. None were received. The Chairman closed the hearing.

Public Hearing: Economic Development Expenditures Included in Proposed Budget for Fiscal Year 2018-2019 The Chairman called the hearing to order and opened the floor for public comment. None were received. The Chairman closed the hearing.

Award of Bid for Nutrition Services Aging Director Lorie Sutton provided a brief overview of the nutrition services provided by the Department of Aging, primarily through grant funding. The contract for meals had been held by Bateman for several years, but expired as of June 30, she explained. She reviewed the process for soliciting, receiving and reviewing bids received for the Department of Aging's nutrition programming. She then informed the Board that the public opening of the sealed bids was held on April 30, 2018 at 10:00am as published, with two bids received: one from Bateman Senior Meals (Compass Group USA), and one from Gibbs Management Services, and based on information in the bid packet, Gibbs Management Services was the lowest responsive bidder. Therefore, the Aging Department recommended the award of the bid to Gibbs Management and requested permission to enter into a contract with Gibbs Management Services for one (1) year starting July 1, with the

option to extend the contract under the same terms and conditions for two additional terms of one year.

Commissioner Kivett asked if there were issues with Bateman Senior Meals (Compass Group USA). Ms. Sutton noted that there were minor complaints in the past such as food preferences, however, nothing substantial pertaining to the quality of service.

Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Parker, the Board voted unanimously to award the bid to the lowest responsive bidder, Gibbs Management Services, and authorized the County Manager to execute the necessary contract documents (after County Attorney review) for one (1) year with the option to extend the contract under the same terms and conditions for two additional terms of one year.

Review of Public Comment Policy In accordance with NCGS 153A-52.1, boards of county commissioners must provide one public comment period per month at a regular meeting. The statute authorizes the board to adopt "reasonable rules governing the conduct of the public comment period." Commissioner Kivett stated that due to the safety hazard of approaching the commissioners' platform, and for the safety of the Board and members on the platform, at no time will any person of the public be permitted to approach the Board. He continued by stating that each member of the public desiring to speak during the public comment period should be required to provide the clerk with any documents and/or material prior to arriving to the podium, preferably upon signing up upon their arriving at the meeting. In addition, any member of the public who does not sign up but decides to make a public comment must have documents and/or material they desire to have presented to the Board received by the Clerk to the Board, at which the Clerk will provide to the Board. Vice Chairperson Lee suggested that the five (5) minutes allocated to each speaker be reinforced to ensure every citizen is treated fairly. Lastly, the Board recommended that staff have the Policies and Procedures Regarding Public Comment available for the public at the entry desk during public meetings. Upon a motion made by Commissioner Kivett and seconded by Vice Chairperson Lee, the Board voted unanimously to approve the recommendations.

Appointment - Sampson Community College Board of Trustees Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Kivett, the Board voted unanimously to reappoint Chris Fann to the Sampson Community College Board of Trustees.

(Walk On) Memorandum of Understanding (Fiscal Year 2018-19) Between the North Carolina Department of Health and Human Services and Sampson County County Manager Ed Causey requested that the item be tabled to a future June 2018 work session, providing time for the County Attorney to review. Chairman Wooten moved that the request to table be approved. The motion was seconded by Commissioner Kivett and passed unanimously.

(Walk On) Resolution Approving Support for Alternative 1A of 2015 Feasibility Study FS-1304A Commissioner Jerol Kivett spoke regarding North Carolina Department of Transportation's study and scoping of alternate routes for improving and upgrades of US-117 to interstate standards, part on new locations, from I-40 in Sampson County to I-795 in Wayne County. He noted that NCDOT was in the process of selecting the final route of the US-117 upgrades and its interconnection point with I-40, and that certain proposed upgrades would eliminate Exit 355. Commissioner Kivett informed the Board that at the June 4, 2018 Transportation Advisory Committee (TAG) meeting, there were concerns that elimination of Exit 355 would potentially deter future business prospects, negatively impacting Sampson County economically. He also noted that the elimination of Exit 355 would make it difficult to access current businesses in the area, particularly the Enviva plant, and create a financial burden of up to \$4,500 per day due to increased travel distance for company trucks. He noted that NCDOT was requesting that public comments and information on the project be submitted by June 15, 2018. Therefore, TAG presented a Resolution Approving Support for Alternative 1A of 2015 Feasibility Study FS-1304A for Board adoption. Economic Developer John Swope then provided background information noting that in response to the NCDOT Feasibility Study FS-1304A conducted in 2015, the Economic Development Department requested Alternative 1A: a new interchange south of the existing Exit 355 utilizing "super flyover" ramps and leaving the existing Exit 355 as it currently is (and allowing for future development). He noted that the other alternative would eliminate access to the Enviva plant from Hwy 403, and that the plant would only be accessible by other surrounding roads, adding potentially 4.6 miles one-way Enviva trucks travel distance.

Upon a motion made by Commissioner Kivett and seconded by Vice Chairperson Lee, the Board voted unanimously to adopt a resolution approving support for Alternative 1A of the 2015 Feasibility Study FS-1304A (Copy filed in Inc. Minute Book ____ Page ____.)

(Walk On) Approving of Sampson County Zoning Administrators County Attorney Joel Starling informed the Board that Zoning Administrators needed to be approved prior to the County assuming planning and zoning functions on July 1, 2018. Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Kivett, the Board voted unanimously to approve Inspections Director Myron Cashwell, Senior Planner Anita Lane, and Cindy Cottle as Zoning Administrators, effective July 1, 2018.

Chairman Wooten inquired of the upcoming meeting location and zoning function responsibilities during the transition. Mr. Starling and Mr. Causey stated that the County Zoning and Planning meetings would be held in the County Auditorium, and that zoning and planning functions would be collaborative effort between the county and City of Clinton planning departments until July 1, 2018, when the County assumes all county functions.

Item 4: Consent Agenda

Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Parker, the Board voted unanimously to approve the Consent Agenda as follows:

- a. Approved the minutes of the May 7, 2018 and May 21, 2018 meetings
- b. Approved the Home and Community Care Block Grant Funding Plan for Fiscal Year 2018-19 (Copy filed in Inc. Minute Book ____ Page ____.)
- c. Approved a request from Sampson County Emergency Management that County surplus vehicle, a 2007 Ford F-250 pickup (VIN#1FTSW21567EB21612), be transferred to Piney Grove Fire Department
- d. Approved amendment to the contract between the Sampson County Department of Social Service and Warrick, Bradshaw & Lockamy, PA to adjust maximum contract funding (Copy filed in Inc. Minute Book ____ Page ____.)
- e. Approved tax refunds and releases as submitted:

#8571	Paramount Foods, Inc.	\$147.17
#8582	Chantel Lee McNeil	\$135.40
#8581	Jarrett Ray Daughtry	\$418.91
#8585	John Tyler Fussell	\$429.93
#8572	Jean Tew Spell	\$103.24
#8587	Peggy Moore Melvin	\$167.64
Tax Release	Raymond Sampson	\$155.68
Tax Release	Maria and Ruben Ramos	\$328.33

- f. Approved budget amendments as submitted:

EXPENDITURE

<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
61971000	544000	Contracted Services	81,124.00	

REVENUE

<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
61937100	408900	Miscellaneous Revenue	81,124.00	

<u>EXPENDITURE</u>		<u>Sampson Soil and Water Cons.</u>		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
28349610	523100	Educational Supplies	\$2,000.00	
<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
28334961	409909	Fund Bal Appropriated State	\$2,000.00	
<u>EXPENDITURE</u>		<u>Sampson Soil and Water Cons.</u>		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
28349610	523100	Educational Supplies	\$2,000.00	
<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
28334961	409909	Fund Bal Appropriated State	\$2,000.00	
<u>EXPENDITURE</u>		<u>Veterans</u>		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11558200	526201	Dept. Supplies/Eqpt.	\$2,176.00	
<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11035820	403615	Veterans Grant	\$2,176.00	
<u>EXPENDITURE</u>		<u>Library</u>		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11761100	552000	Data Processing Equipment	\$5,605.00	
11761100	523200	AV	\$1,593.00	
11761100	556100	CO Books	\$1,500.00	
<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11036110	403624	State Base Grant	\$4,154.00	
11036110	404110	Fines and Fees	\$4,000.00	
11036110	408401	Donations	\$181.00	
11036110	408930	Discard Sales	\$363.00	
<u>EXPENDITURE</u>		<u>Aging</u>		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
02558670	526200	Home Repairs – Departmental	\$644.00	
<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
02035867	408403	Home Repairs – Fan Project	\$644.00	
<u>EXPENDITURE</u>		<u>Aging</u>		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
02549580	512600	SHIP – P/T Salaries	\$75.00	

02549580	518100	SHIIP – FICA	\$5.00	
02549580	518120	SHIIP – MED/FICA	\$1.00	
02058600	512600	Aging Control Account – P/T Salaries	\$75.00	
02058610	512600	Aging Salary Allocation – P/T Salaries		\$75.00
02058600	518100	Aging Control Account – FICA	\$5.00	
02058610	518100	Aging Salary Allocation – FICA		\$5.00
02058600	518120	Aging Control Account – MED/FICA	\$1.00	
02058610	518120	Aging Salary Allocation – MED/FICA		\$1.00
02549580	526200	SHIIP – Departmental Supplies	\$1,278.00	
02549580	526201	SHIIP – Departmental Supplies – Equi	\$1,718.00	

REVENUE

<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
02034958	404088	SHIIP – Rural Health – SR Health Info	\$3,077.00	

- Approved Clinton City Schools Budget Amendment No. 3 (Local); Approved Clinton City Schools Budget Amendment No. 4 (State).

Item 5: Action or Report Items as Board of Health

- County Leadership Forum on Opioid Abuse Project

Item 5(a) was moved to become Item 1(d) during the approval of the agenda.

County Manager Reports

County Manager Ed Causey made the Board aware of the draft Social Media Policy included in the agenda for review. He then lauded the efforts of the staff members involved in the transition of the Planning Department. Mr. Causey then informed the Board that the County Manager’s Summer Conference is scheduled in Atlantic Beach, June 20-22, 2018 and that the County Commissioners Conference is August 23-25, 2018, in Catawba County. He then updated the Board on Animal Shelter trainings and improvements, noting that shelter staff, he and Assistant County Manager Susan Holder had completed a shelter care training course conducted by veterinarian Trish Oglesby. He also noted that State Veterinarian Dr. Pat Norris had met with staff, Chairman Wooten, and Commissioner Kivett to discuss goals and objectives of the program review, which would require 100 hours of reviewing of policies, procedures, protocols, and shelter operations with the intent of improving Shelter operations overall. Dr. Norris anticipates that the review will take 100-120 days to complete. Mr. Causey also noted that the input of the Sheriff’s Office had been invited. He also mentioned that Dr. Beth Turner was still conducting weekly reviews of the Shelter. He concluded by informing the Board that a vacant position at the shelter was recommended to be reclassified in the new budget as a Veterinary Assistant position, particularly trained for animal veterinary assessment.

Chairman Wooten and Commissioner Kivett stated that they were pleased with the reports provided by Dr. Norris regarding the Animal Shelter, and then lauded the staff for the response and efforts made to improve shelter operations.

Item 6: Board Information

Draft Social Media Policy County Attorney Joel Starling stated that a Social Media Policy was presented for Board review. He noted that the policy would provide county employees and departments written guidelines for personal and county social media use.

Public Comments

The Chairman opened the floor for comments and the following were received:

Tommy Tucker: I'd like to thank you all for allowing me to speak tonight. Brevity is the word, and I won't be here very long. I know you all are tired of looking at me. We've asked several times that the County appoint an advisory board to help the dogs and the cats. And I was wondering what the status of that request is?

Chairman Wooten replied that ~~though~~ the Board typically does not respond to public comments; however, the Board would permit it in this case. In response to Mr. Tucker, County Manager Ed Causey reminded the Board and Mr. Tucker that during the April 2, 2018 meeting he had informed the Board that staff would request the state program review, which could take as long as 100-120 days to complete. The completed review would be brought forward for the Board and staff to make recommendation.

Tommy Tucker: So, it's going to take 100-120 days for you to decide whether we can have an advisory board, is that correct?

Mr. Causey stated that a variety of recommendations would be made and presented to the Board based on the state review.

Tommy Tucker: If were to set up our own group to help the cats and dogs and we were to come up with suggestions, what would be the procedure to present these suggestions the County?

Chairman Wooten advised Mr. Tucker to provide written recommendations to the Clerk to the Board, Susan Holder, or the Deputy Clerk Richard Carr, in Ms. Holder's absence.

Tommy Tucker: Once I submit these things in writing, can I call Ms. Holder or Mr. Carr and say have you had a chance to look at our suggestions? I'm trying to figure out how to get things done.

Chairman Wooten advised Mr. Tucker to provide the suggestions in writing, but informed Mr. Tucker that staff would not take any actions on the suggestions prior to the completion of the state review.

Tommy Tucker: I think we can be a big help with working with rescue groups, raising money to help the dogs and the cats, working with local media, including the radio, newspaper, and Starvision, to advertise the animals for adoption. I just don't understand why we're not all on board with it, for us to help you. That's all I want to do is to help. But I just keep running into stone walls. I've got to fill it out in writing, then what do I do once I've done that? What do I do once I do that, that's my question?

Chairman Wooten stated that the suggestions would be taken under advisement.

Tommy Tucker: What does take it under advisement mean? It means you want to sweep it under the rug.

Chairman stated that Mr. Tucker's comment was considered taunting.

Tommy Tucker: I'm not taunting anybody, I'm just trying to help the dogs and the cats, and I'm trying to get an answer. That's all I'm asking.

Chairman Wooten reassured Mr. Tucker that the Board and staff are working to help shelter animals as well.

The Chairman began a motion to go into Budget Work Session, however, the motion was paused due to the following comment:

Michelle McClymonds-Spencer: I realize we did not sign up for the public comment, but I read in your rules from the UNC School of Government - I actually read 153 pages of your agenda that came out - and in there I thought I saw something in there that something like if there was time, and if there is not I understand and I understand the 5-minute limit. Again, it may be questions that you do not want to answer and you all discuss it here. But, I just have a few questions to get a better idea of the timelines.

The Chairman noted that Ms. McClymonds-Spencer had not signed up for public comment, but would be provided opportunity to make public comment following the budget work session portion of the meeting, of which a motion was being presented prior to her informing the Board of her desire to make public comment.

Michelle McClymonds-Spencer: Well then, you're not following your rules.

Budget Session

Upon a motion Chairman Wooten and seconded by Vice Chairperson Lee, the voted unanimously to convene the budget worker session. The Chairman asked the board members if there were any items they wished to discuss with regard to the proposed budget. There were none offered. Upon a motion made by Commissioner Kivett and seconded by Vice Chairperson Lee, the Board directed staff to develop a budget ordinance.

The board tentatively set a date of June 13th at 6 p.m. in the Administration Board Room to approve the Budget Ordinance, pending the approval of Commissioner Godwin.

Public Comments (cont.)

Michelle McClymonds-Spencer: I live at 843 Spencer Road right by Exit 355 by the way, so I was very interested to hear that, and believe me I will be doing some digging on that. I'm going to go home and rowdy up the whole Spencer neighborhood. I apologize from last meeting. It was the first time I have ever spoken, so I did not use the right terminology, and I'm smarter now than I was. I just have two questions. I heard Mr. Causey speak about the 100-hour, or 120 days, to work with the State on your protocol.

Chairman Wooten clarified that is a state review provided by the State Veterinarian and their office.

Michelle McClymonds-Spencer: We want to be fair. From a timeline perspective, what's a fair window to give you time to do your review with the State and then to have some idea of when we will hear back on any changes or things like that you're going to make? What's a fair time frame?

Mr. Causey reiterated that according to Dr. Norris the entire review process would take up to 120 days. He then stated that he expected it would take an additional 30 days to prepare protocols and results for Board review.

Michelle McClymonds-Spencer: So, we're talking 3-4 months? So, that is something I think we need to recognize. And then we would expect, as the public, to hear back. I would hope that we would hear either in here something more detailed or specific.

Mr. Causey then elaborated on the details of how information gathered from the review would be disseminated, noting that all protocols established following the review would be public information.

Michelle McClymonds-Spencer: That leads me right into my next point. I heard you all discuss your Open Meeting Policies and Procedures. That we sign in and if there is material that we would like to have the Board review. I will tell you that as someone that is pretty web savvy, that is almost impossible to find in a way that the average citizen might be able to access that. I got the post from the Sampson County Facebook sight. If we can put some sort of guideline together. I read four pages. If you all could give us what you all want us to do as the public; how you want us to sign in, time limits, and then any documentation we may have, if we can get that to you all ahead of time, I think that would be great.

The Chairman thanked Ms. McClymonds-Spencer for the suggestion.

Michelle McClymonds-Spencer: I think it's the fact that when you publish the agenda on the website. If you go to the link and click on it, it's a 150 something page PDF.

The Chairman requested that staff provide a page number for the Policies and Procedures Regarding Public Comment document in the agenda. Mr. Causey agreed that the request would be done.

Michelle McClymonds-Spencer: Could the link to that individual document be provided as a link on the County Facebook page?

The Chairman state that the document is better provided in the agenda as part of the record.

Michelle McClymonds-Spencer: I understand it may be from your perspective and for government rules, but not from the average citizen's perspective.

Commissioner Kivett noted that the Policies and Procedures are in the agenda every month and that all agenda items are reviewed at every meeting.

Michelle McClymonds-Spencer: You all do, but maybe I am not looking at the right thing, but when I click the link on the Facebook site it takes me to the website, and it says agenda, and then I click on it, and it opens a PDF of all these attachments.

Chairman Wooten reiterated that staff would provide a page number for the document in each agenda for the public to reference.

Michelle McClymonds-Spencer: I know the State was coming in on the 30th to talk with you all, and I am looking forward to hearing what they have to say. Thank you.

Recess to Reconvene

Upon a motion made by Chairman Wooten and seconded by Commissioner Kivett, the Board voted unanimously to recess to reconvene on Wednesday, June 13, 2018 at 6 p.m. in the Administration Board Room for the approval of the FY 2018-2019 Budget Ordinance.

Clark H. Wooten, Chairman

Richard L. Carr, Deputy Clerk to the Board

The Sampson County Board of Commissioners convened for a recessed meeting at 6:00 p.m. on Wednesday, June 13, 2018 in the County Administration Building Conference Room, 406 County Complex Road in Clinton, North Carolina. Members present: Chairman Clark Wooten, Vice Chairperson Sue Lee, and Commissioners Thaddeus Godwin, Jerol Kivett and Harry Parker.

Chairman Wooten convened the meeting and immediately acknowledged Commissioner Parker's birthday on behalf of the Board and staff. He then recognized Vice Chairperson Lee to provide the invocation.

Item 1: Adoption of a Resolution Appointing Review Officers and Zoning Administrators

The Chairman acknowledged Assistant County Manager Susan Holder who informed the Board that a resolution would need to be adopted evidencing the Board's action at the June 4, 2018 regular scheduled meeting to appoint Review Officers and Zoning Administrators. Upon a motion made by Commissioner Kivett and seconded by Commissioner Godwin, the Board voted unanimously to adopt a resolution appointing Myron Cashwell, Anita Lane, and Cindy Cottle as Review Officers, and Myron Cashwell and Anita Lane as Zoning Administrators, effective July 1, 2018. (Copy filed in Inc. Minute Book ____, Page ____.)

Item 2: Approval of Offer and Acceptance Documents for State SRP Loan and Grant for Manganese Dioxide Treatment Systems

County Manager Ed Causey informed the Board that due to the amended dates of the grant, the execution of the new documents was required. Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Godwin, the Board voted unanimously to approve the Offer and Acceptance Documents for the State SRP Loan and Grant, including the re-adoption of the Resolution of the Governing Body and the Capital Project Ordinance. (Copies filed in Inc. Min. Book ____, Page ____.)

Item 3: Approval of the Memorandum of Understanding Between Sampson County and the NC Department of Health and Human Services

County Attorney Joel Starling briefly reviewed the Memorandum of Understanding as mandated by HB 630. Then Social Services Director Sarah Bradshaw discussed the Memorandum of Understanding and the various challenges and obstacles therein. She requested that the Board include a Signing Statement due to the fact that the MOU is a standardized agreement which may not address the specific challenges of

individual county social services departments. In response, Mr. Starling reviewed the appeals process which helped to ease the concerns of the Board. Upon a motion made by Commissioner Godwin and seconded by Vice Chairperson Lee, the Board voted unanimously to approve the Memorandum of Understanding and approve the Signing Statement and direct that it accompany the submission of the MOU.

Item 4: Adoption of the Budget Ordinance for FY 2018-2019

Finance Officer David Clack presented the Budget Ordinance for Fiscal Year 2018-2019 to the Board. Upon a motion made by Commissioner Parker and seconded by Commissioner Godwin, the Board voted unanimously to adopt the Budget Ordinance for Fiscal Year 2018-2019. (Copy filed in Inc. Minute Book ____, Page ____.)

The Chairman then lauded the staff for their work and fiscal responsibility, noting recent Economic Development projects and the positive impact they have had on the budget.

Adjournment

Upon a motion made by Chairperson Wooten and seconded by Vice Chairperson Lee, the Board voted unanimously to adjourn.

Clark H. Wooten, Chairman

Susan J. Holder, Clerk to the Board



RESOLUTION SUPPORTING AGRICULTURE

WHEREAS, agriculture and agribusiness is the number one industry in North Carolina contributing \$85 billion to our State's economy; and

WHEREAS, Sampson County, where 48% of our county is farmed and more than 50% of our employment is linked to agriculture, ranks #1 in NC farm cash receipts and is the most diverse agricultural county in the state, and

WHEREAS, our nation enjoys a food supply that is abundant, affordable and among the world's safest, thanks in large part to the efficiency and productivity of North Carolina's farmers; and

WHEREAS, our farmers provide the food, fuel and fiber for our state and our country; and

WHEREAS, agriculture touches the life of everyone, whether it be in our daily meals or the clothes we wear; and

WHEREAS, farming supports other community businesses and the local economy; and

WHEREAS, it is estimated that we are going to need to increase food production by at least 70 percent by 2050 to meet the growing world food demands; and

WHEREAS, we are losing farmland at an alarming rate and it is getting progressively more difficult to recruit and retain farmers willing to work our state's land; and

WHEREAS, we need to support our agricultural industry and our farmers, and encourage a safe and abundant food supply.

NOW, THEREFORE, BE IT RESOLVED, that we, the Board of Commissioners of the County of Sampson, do hereby support the NC Farm Act of 2018 and our agricultural community.

ADOPTED the 9th day of July, 2018.

Clark H. Wooten, Chairman

ATTEST:

Susan J. Holder, Clerk to the Board



North Carolina Department of Agriculture
and Consumer Services
N.C. Forest Service



Steven W. Troxler
Commissioner

Scott Bissette
Assistant Commissioner

FILE: D-6-FA
Final Budget
Fiscal Year 2018-19

NC Forest Resources
221 Airport Road
Fayetteville, NC 28306
Phone: (910) 437-2620
-

Mr. David Clack
Finance Director
P.O. Box 257
Clinton, NC 28328

Dear Mr. Clack:

Enclosed please find the contracts for FY-2018-19 between the North Carolina Forest Service and Sampson County. Please sign all three and return all three back to me so that I may have our Chief Deputy Commissioner, N. David Smith, sign also. Upon his signature, I will return one copy to you for your records.

If you should have any questions, please don't hesitate to contact County Ranger, Grant Jones at (910)592-4515, or myself at the above Fayetteville number. We look forward in working with you this year and appreciate all your support in the past.

Sincerely,

Felicia P. Spencer
Office Manager
District Six

cc: County Ranger – Grant Jones
Enc: Final Budget Contracts - FY-2018-19

STATE OF NORTH CAROLINA
Department of
Agriculture and Consumer Services

\$ 367,814
Total Cooperative
Appropriation

\$ 220,688
State 60%

\$ 147,126
County 40%

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

THIS AGREEMENT, made under authority of "An act to authorize Counties to cooperate with State in Forest Protection, Reforestation and promotion of Forest Management," **Article 75 of Chapter 106, G.S. 106-895 through G.S. 106-910, by Session Laws 2011-145, s. 13.25(p), effective July 1, 2011,** and also under authority of the North Carolina Department of Agriculture and Consumer Services (hereinafter Called the Department), party of the first part, and the Board of Commissioners of **SAMPSON COUNTY** in the State of North Carolina (hereinafter called the Board), party of the second part, witnesseth:

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

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

Part I. THE DEPARTMENT AGREES:

1. To select and employ a County Forest Ranger for the purposes of controlling forest fires in said County; for detecting and extinguishing fires that break out; for investigating the origin of forest, woodland and field fires; for enforcing State forest fire laws; for taking such preventive measures, educational and otherwise, as shall seem necessary to prevent forest fires; for developing and improving the forests through reforestation, promotion and practice of Forest Management practices; and for protection from insects and diseases.
2. To furnish to each Forest Ranger so employed a badge of office, stationery and report forms, instructional posters for use in the County, leaflets for distributing to landowners and others; to purchase necessary equipment, communication systems, and other Forestry improvements deemed necessary insofar as the joint funds will permit.
3. To pay the Forest Ranger for all official services rendered at a fair rate of pay. Rates of pay are to be established by the Department in accordance with existing State salary schedules.

4. To direct, supervise, instruct, and inspect, through its agents, the work and conduct of the Forest Ranger, to discipline and, when necessary, discharge such Forest Ranger.
5. To submit to the Board of Commissioners monthly (or at other mutually satisfactory intervals) an itemized statement of all monies to be paid by the County and those paid by the Department for the proper conduct of the work within said County.
6. To make available annually from State, Federal, and other funds allotted to it, the sum of **TWO HUNDRED TWENTY THOUSAND AND SIX HUNDRED EIGHTY-EIGHT DOLLARS (\$220,688)** as its share of an annual budget of **\$367,814** for carrying on the work in said County.

Part II. THE BOARD AGREES:

1. To pay the Department 40% of the total cost of the Forest Ranger salaries and expenses and of other proper expenditures made in connection with the over-all Forestry program in said County, upon receipt and consequent approval of the periodic statements submitted by the Department.
2. To appropriate annually the sum of **ONE HUNDRED FORTY-SEVEN THOUSAND, AND ONE HUNDRED TWENTY-SIX DOLLARS (\$147,126)** which sum shall be available for expenditure under the terms of this Agreement, and shall represent the County's share of the annual budget.

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

1. That this Agreement becomes effective July 1, 2018, and lasts through June 30, 2019.
2. Payments made for services rendered in a prior contract period will apply toward the contract period in which the services were rendered and not toward the contract period when the payments are made.
3. That the annual appropriations as set forth above may be revised by mutual agreement between the Department and Board, based on the amount of annual appropriation desirable for the proper conduct of the Forestry work, such revision to become effective at the beginning of a given Fiscal Year. Any unused balance of County funds remaining at the end of a Fiscal Year shall revert to said County unless otherwise mutually agreed upon by both parties.
4. That the Board reimburse the Department as provided in Part II, Item 1, by forwarding a county voucher drawn in favor of the Department for the amount of the County's share of expenditures as set forth in the Department's periodic statement to the Board. That such payments be made by the Board within thirty days following receipt of the Department's billing.
5. The title to all improvements and equipment purchased and/or constructed in connection with this Agreement will rest with the Department; such materials or their equivalent will remain in the County as long as this Agreement is in effect, or as long as they are needed by the Department for the proper conduct of the work therein.

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

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

For the Board of County Commissioners of **SAMPSON COUNTY**

Date _____ County Manager

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

Date _____ County Finance Officer

For the North Carolina Department of Agriculture and Consumer Services

Date _____ Signature

N. David Smith
Chief Deputy Commissioner

April 17, 2018

Mr. Edwin W. Causey
County Manager
406 County Complex Rd., Bldg. C, Suite 110
Clinton, NC 28328

Re: **Proposal for a EMS Facility Space Needs Study
Sampson County, North Carolina**

Dear Mr. Causey:

In response to your request, The Wooten Company is pleased to submit a fee proposal to provide professional services to conduct a space needs study for and EMS facility for Sampson County. The following summary is our understanding the objectives and scope of work for the studies.

Project Understanding

A space needs study will be developed to document the program requirements for a EMS facility. The assessments will provide a basis for planning and budgeting to meet the County's requirements. It may also be used as a component of a non-loan funding application package.

Scope of Work

Interviews

- Interview key County employees, EMS, EOC, and 911 personnel to develop a goal statement for the proposed project objectives.
- Develop an understanding of space requirements, adjacencies and vehicular traffic needs for effective building and site utilization.
- Obtain functional, sensory, and square footage requirements to meet the current and future needs of the EMS facility.

Facility and Site Assessment

- Document current facility space allocation needs and issues.
- Document the size and conditions of proposed site under consideration.
- Evaluate site access, and on-site vehicular circulation of the proposed site near the Sheriff's Department.

Analysis

- Provide a listing of all the spaces and square footage required for the proper functioning of the EMS Facility.
- Generate schematic floor plan illustrating the adjacencies and area requirements.
- Generate color rendering illustrating the scale, style, and materials of the new building.
- Include opinion of construction costs.

County's Responsibility

Designate a person to act as the County's representative with respect to the work to be performed under this agreement. Such person shall be the primary contact to transmit instructions, receive information, interpret and define County policies.

- Provide to the Architect with a boundary survey or a reasonably accurate plan of proposed site.
- Provide timely review and comment on design issues.
- Key employees to meet with Architect at times of mutual convenience.

Fee

Based on the scope of the project, we propose to provide the services outlined above at a fixed fee of Three Thousand Five Hundred Dollars (\$3,500.00). We estimate approximately 25 days will be required to complete the study. We are prepared to begin this work immediately upon acceptance of our proposal.

Please review our proposal and let us know if you have any questions or desire any additional information, If you find our proposal acceptable, please indicate the County's approval by signing in the appropriate space below and returning a single copy of the agreement to our office.

We appreciate the opportunity to be of continued service to Sampson County. You have our assurance that The Wooten Company will make every effort to deliver quality service in a timely manner.

Sincerely,

THE WOOTEN COMPANY

SAMPSON COUNTY

Robert E. Egan, P.E.
Building Systems Group, Director

Edwin W. Causey
County Manager

Date



June 20, 2018

Deputy Fire Marshal Deaver
Sampson County Emergency Services
107 Underwood Street
Clinton, North Carolina 28328

Dear Deputy Fire Marshal Deaver:

Congratulations. Your grant application for an FM Global fire prevention grant stood out among the hundreds we received, and we will be funding \$2315 to purchase three tablets, protective cases and accessories. We hope the additional funding will help to strengthen your efforts to ultimately, and more effectively prevent fire—the leading cause of property destruction worldwide.

In the coming weeks, you will be contacted by an FM Global representative to set up a formal presentation. In the meantime, award checks will be mailed in July to your attention at the address above. Please feel free to use the attached news release that we've prepared for you to promote news media interest—be it in advance of or after the formal presentation.

During the past 40 years, FM Global has awarded millions of dollars in funding to fire departments and related agencies worldwide. With a shared philosophy that the majority of property loss is preventable—not inevitable—we can make a difference in preventing the frequency and severity of fire...together.

Once again, congratulations on your recent fire prevention grant awarded by FM Global, one of the world's largest commercial property insurers.

If you have any questions regarding your award, please feel welcome to e-mail me.

Best wishes for continued success in your fire prevention endeavors.

A handwritten signature in dark ink, appearing to read "Michael Spaziani".

Michael Spaziani
Assistant Vice President, Manager - Fire Service Programs

*CC: Keith Burton - Atlanta Operations
18-035 - Sampson County Emergency Services*

Sampson County Emergency Services to Bolster Fire Prevention Efforts with FM Global Grant

CLINTON, N.C.—The **Sampson County Emergency Services** has received a **\$2,315** fire prevention grant from FM Global, one of the world’s largest commercial property insurers.

The award will be used to assist with fire investigations to help fire investigators more efficiently investigate and determine the cause of a fire. Sampson County will utilize the grant funding to purchase three tablets, protective cases and accessories to aid our fire marshals with fire investigations.

Because fire continues to be the leading cause of property damage worldwide, during the past 40 years FM Global has contributed millions of dollars in fire prevention grants to fire service organizations around the globe. Locally, the company has awarded grants to a number of **North Carolina**-based organizations.

“At FM Global, we strongly believe the majority of property damage is preventable, not inevitable,” said Michael Spaziani, assistant vice president – manager of the fire prevention grant program. “Far too often, inadequate budgets prevent those organizations working to prevent fire from being as proactive as they would like to be. With additional financial support, grant recipients are actively helping to improve property risk in the communities they serve.”

Through its Fire Prevention Grant Program, FM Global awards grants to fire departments—as well as national, state, regional, local and community organizations worldwide—that best demonstrate a need for funding, where dollars can have the most demonstrable impact on preventing fire, or mitigating the damage it can quickly cause.

To learn more about FM Global’s Fire Prevention Grant Program and other resources for the fire service, please visit www.fmglobal.com/fireservice.

Established nearly 200 years ago, [FM Global](http://www.fmglobal.com) is a mutual insurance company whose capital, scientific research capability and engineering expertise are solely dedicated to property risk management and the resilience of its client-owners. These owners, who share the belief that the majority of property loss is preventable, represent many of the world’s largest organizations, including one of every three Fortune 500 companies. They work with FM Global to better understand the hazards that can impact their business continuity in order to make cost-effective risk management decisions, combining property loss prevention with insurance protection.

18-035

SAMPSON COUNTY HEALTH DEPARTMENT

Wanda Robinson
Health Director



360 County Complex Road, Suite 200
Clinton NC 28328

To: Edwin Causey
County Manager

From: Wanda Robinson
Health Director

Subject: County Commissioner's Consent Agenda items

Date: June 22, 2018

Attached are two items that were approved by the Health Advisory Committee on June 18th and being submitted for the county commissioners' review and approval.

1. New/current fee approval
 - a. CPT Code 90750- Shingrix vaccine
 - b. CPT Code 87210-Smear, Wet mount

2. Community Health Grant- \$150,000
Access to health services remains a serious problem faced by North Carolina's medically vulnerable residents. While geographic access has been addressed over the past thirty years, the economic access issues are growing worse with rising health care costs.

The health department is awarded the Community Health Primary Care Access Program Grant in the amount of \$150,000 to provide medical services to underserved residents in Sampson County. The funding will be used to support ongoing operations, including staffing to ensure the health department remain accessible to residents in the Sampson.

Attachments:
CPT Codes and fees
Community Health Grant

Please feel free to contact me if you have any questions.

CPT Codes/Fees
6/18/2018

Shingrix (Zoster Vaccine):

The CPT code 90750 is be used for the Shingrix. It is a vaccine that is indicated for the prevention of Herpes Zoster (shingles) in adults aged 50 years or older. The requested fee is based on the current Medicaid and Insurance reimbursement rates.

Wet Mount Lab test

This CPT code 87210 was on our fee schedule but was removed. It is being requested to be added back in the fee schedule

CODE	DESCRIPTION	CURRENT FEE	RECOMMENDED FEE
90750	Shingrix (Zoster Vaccine)	New fee	\$175.00
87210	Smear, Wet Mount	\$12.00	\$12.00

GENERAL CONTRACT COVER

This contract is hereby entered into by and between the North Carolina Department of Health and Human Services, Central Management and Support - Office of Rural Health (the "Division") and County of Sampson, Sampson County Local Health Department (the "Contractor") (referred to collectively as the "Parties").

1. Contract Documents:

This contract consists of the following documents, which are incorporated herein by reference:

- (a) This contract cover
- (b) The General Terms and Conditions
- (c) Scope of Work
- (d) Performance Measures Chart
- (e) The Line Item Budget
- (f) State Certification

Incorporated By Reference

The following documents are reference materials and are available by going to the following website, Open Window (http://dhhsopenwindow.nc.gov/index.aspx?pid=doc_ReferenceDocuments).

- (a) Travel: Policies Governing Travel Related Expenses for Contractors
- (b) General Statutes G.S.143C6 NonState Entities Receiving State Funds
- (c) Subchapter 03M Uniform Administration of State Grants

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

2. Precedence Among Contract Documents:

In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in the contract document section, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple contract amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

3. Effective Period:

This contract shall be effective on 7/1/2018 and shall terminate on 6/30/2019, with the option to extend, if mutually agreed upon, through a written amendment as provided for in the General Terms and Conditions.

4. Contractor's Duties:

The Contractor shall provide the services as described in the scope of work and in accordance with the approved budget.

5. Division's Duties:

The Division shall pay the Contractor in the manner and in the amounts specified in the contract documents. The total amount paid by the Division to the Contractor under this contract shall not exceed \$150,000. This amount consists of \$150,000 in State funds, \$0 in Local funds, \$0 in Other funds and \$0 in Federal funds.

The total contract amount is \$150,000.

6. Conflict of Interest Policy:

The division has determined that this contract is not subject to N.C.G.S. 143C-6-22 & 23.

7. Reversion of Unexpended Funds:

Any unexpended grant funds shall revert to the Division upon termination of this contract.

8. Grants:

The Contractor/Grantee has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Contractor/Grantee to comply with the standards set forth in this contract.

9. Reporting Requirements:

The Division has determined that this is a contract for financial assistance with a Public Entity. Local governmental agencies are subject to N.C.G.S. § 159-34, annual independent audit, rules and regulations, OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and N.C.G.S. § 143C-6-22, use of state funds by non state entities. If subgranting is allowable, a nongovernmental subgrantee is subject to the reporting requirements described on the Notice of Certain Reporting and Audit Requirements. Regulations and Reporting Requirements of N.C. General Statute 143C-6.23 can be found at ncgrants.gov.

10. Payment Provisions:

Upon execution of this contract, the Contractor shall submit to the Division contract administrator, a monthly reimbursement request for services rendered the previous month by the 10th of each month and, upon approval by the Division, receive payment within 30 days. The Division must make all payments to the Contractor by June 30. Therefore, the Contractor shall submit any adjusted reimbursement request for services, the final request for reimbursement and return any unearned funds, relating to this contract period, to the Division no later than June 10 of the current state fiscal year. The Division shall have no obligation for payment of reimbursement request received later than June 10. If this contract is terminated prior to the original end date, the Contractor is required to submit a final reimbursement report and to return any unearned funds to the Division within 30 days of the contract termination date or no later than June 10. All payments are contingent upon fund availability.

11. Contract Administrators:

All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's contract administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial contract administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its contract administrator by giving timely written notice to the other Party.

For the Division:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Ginny Ingram Central Management and Support - Office of Rural Health 2009 Mail Service Center Raleigh, NC 27699 Telephone : (919)-527-6440 Fax: ()-- Email: ginny.ingram@dhhs.nc.gov	Ginny Ingram Central Management and Support - Office of Rural Health 311 Ashe Avenue Raleigh, NC 27699

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Wanda Robinson, Health Director Sampson County Local Health Department 360 County Complex Road, Suite 200 Clinton, NC 28328 Telephone: (910)-592-1131 Fax: (910)-299-4977 Email: wrobinson@sampsonnc.com	Wanda Robinson, Health Director Sampson County Local Health Department 360 County Complex Road, Suite 200 Clinton, NC 28328

12. Supplementation of Expenditure of Public Funds:

The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services.

13. Disbursements:

As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

- (a) Implement adequate internal controls over disbursements;
- (b) Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
- (c) Assure adequate control of signature stamps/plates;
- (d) Assure adequate control of negotiable instruments; and
- (e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

14. Outsourcing to Other Countries:

The Contractor certifies that it has identified to the Division all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the Division.

15. Other Requirements:

Any changes to the budget must be requested in writing by the Contractor, and written approval granted by the Division. Changes that exceed 15% of any budgeted line item will require a formal contract amendment.

16. Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

Signatures follow on next page

In Witness Whereof, the Contractor and the Division have executed this contract in duplicate originals, with one original being retained by each party.

County of Sampson, Sampson County Local Health Department

Signature

Date

Wanda Robinson

Printed Name

Health Director

Title

WITNESS

Signature

Date

Printed Name

Title

Central Management and Support - Office of Rural Health, North Carolina Department of Health and Human Services

Signature

Date

Margaret L. Sauer

Printed Name

Director

Title

GENERAL TERMS AND CONDITIONS

Relationships of the Parties

Independent Contractor: The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Division.

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the Division. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The Division shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may: (a) Forward the Contractor's payment check directly to any person or entity designated by the Contractor, or (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the State to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Division and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Division and Contractor that any such person or entity, other than the Division or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the Division, the State of North Carolina, and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Contractor in connection with the

performance of this contract to the extent permitted by law.

Default and Termination

Termination Without Cause: The Division may terminate this contract without cause by giving 30 days written notice to the Contractor.

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the Division shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Division, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the Division for damages sustained by the Division by virtue of the Contractor's breach of this agreement, and the Division may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Division from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the Division may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the Division of any default or breach in compliance with the terms of this contract by the Contractor shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the Department and the Contractor and attached to the contract.

Availability of Funds: The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Division.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations,

guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this contract are the exclusive property of the Division. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

Compliance with Applicable Laws

Compliance with Laws: The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the Division determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the Division may require to ensure compliance.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Division. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

Data Security: The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

Duty to Report: The Contractor shall report a suspected or confirmed security breach to the Division's Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

During the performance of this contract, the contractor is to notify the Division contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

Cost Borne by Contractor: If any applicable federal, state, or local law, regulation, or rule requires the Division or the Contractor to give affected persons written notice of a security breach arising out of the Contractor's performance under this contract, the Contractor shall bear the cost of the notice.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Division. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than five years. Records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract 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, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

Miscellaneous

or phrase shall be read to include the plural and vice versa.

Time of the Essence: Time is of the essence in the performance of this contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the Division. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the Division for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the Division for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

Sales/Use Tax Refunds: If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

Choice of Law: The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Division and the Contractor. The Purchase and Contract Divisions of the NC Department of Administration and the NC Department of Health and Human Services shall give prior approval to any amendment to a contract awarded through those offices.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word

Scope of Work Community Health Grant

A. Background

Access to health services remains a serious problem faced by North Carolina's medically vulnerable residents. Many of the state's residents have lost health insurance coverage due to layoffs in an economy that has seen numerous textiles, furniture, and other industries close their doors. While geographic access has been addressed over the past thirty years, the economic access issues are growing worse with rising health care costs. The Division's Community Health Grant funding is earmarked, especially for this vulnerable population, by the General Assembly in Session Law 2017-57. This grant supports efforts to provide much needed primary care access to medically vulnerable and indigent residents through the Primary Care Access Program (PCAP).

The Contractor is a County Health Department that serves low-income, uninsured, and homeless populations in Sampson County by offering primary medical, maternal, and behavioral health services on a reduced or sliding fee basis for those who qualify. This grant award supports the Contractor's efforts to help residents access primary health care services they could otherwise not afford. Patient visits are reimbursable through PCAP for medically necessary, on-site, face-to-face provider encounters at \$100 per visit.

B. Purpose

The purpose of this contract is to grant Community Health PCAP support to provide primary medical care services to underserved residents in the Contractor's service area. Through this award, the Contractor enables the Division to meet its mission of providing access to underserved populations who would otherwise be unable to receive primary care due to geographic, economic, or other barriers. Specifically, this contract provides reimbursement to the Contractor at a rate of \$100 per face-to-face provider encounter for patients who qualify for PCAP. It is expected that this funding will be used to support ongoing operations (including staffing) necessary to ensure the Contractor remains accessible to residents in its service area.

C. Performance Requirements

The Contractor will provide primary medical services to residents living within its service area. The highest priority is the underserved population. The Contractor agrees to identify patients at higher risk for chronic disease through tracking metrics associated with generally accepted best practice protocols in the performance measures outlined in this contract. Grant funds provided under this contract are for the provision of care to underserved patients.

Visits will be reimbursed through PCAP for the following services. Medically necessary on-site, face-to-face provider encounters include but are not limited to:

1. On-site X-rays (both technical and professional components), in-house laboratory work, and any surgical procedures provided in the office
2. The portion of medically necessary hospital, nursing home, and home care services performed by practice providers
3. The use of telemedicine to provide visits reimbursed through PCAP: Telemedicine is the practice of medicine using electronic communication, information technology, or other means between a physician in one location and a patient in another
4. Any prophylaxis for high-risk patients recommended by the Centers for Disease Control (CDC) as a standard protocol (including but not limited to flu and pneumonia)

In addition to direct medical care, primary care may include any of the following: care coordination/care management by a primary care entity, behavioral health, oral health, women’s health, maternal and child health that supports health care services in a primary care setting.

D. Performance Standards

1. PCAP face-to-face provider visits are based on Medicaid guidelines
2. PCAP visits are defined as face-to-face encounters with a physician, nurse practitioner, physician assistant, or certified nurse midwife
3. The Division will send the Contractor surveys to complete, detailing its performance during specific periods of the contract term (“performance report”). The Contractor shall submit these performance reports per the following schedule:
 - a. By October 31, 2018, reflecting work performed by the Contractor during the first three (3) months of the contract term, (July 1, 2018 through September 30, 2018)
 - b. By January 31, 2019, reflecting work performed by the Contractor during the first six (6) months of the contract term, (July 1, 2018 through December 31, 2018)
 - c. By April 30, 2019 that will reflect work performed during the first nine (9) months of the grant period (July 1, 2018 through March 31, 2019)
 - d. By July 31, 2019, reflecting work performed during the entire term of the contract, (July 1, 2018 through June 30, 2019)
4. The Contractor shall maintain all relevant records (e.g., invoices, payroll records, de-identified patient data, etc.) as described in the General Terms and Conditions and in accordance with the approved budget and performance measures. The Contractor shall make such records available to the Division upon the Division’s request.
5. The Contractor will receive the following survey, which should be completed by the dates listed in Item #3 above

SURVEY for ACCESS TO CARE/GENERAL:
Total number of face-to-face Primary Care Access Program (PCAP) encounters
Total number of unduplicated patients served
Diabetes: Hemoglobin A1c Poor Control Patients 18-75 years old with a medical visit during the contract period who have a diagnosis of Type 1 or Type 2 diabetes
Diabetes: Hemoglobin A1c Poor Control Patients 18-75 with a diagnosis of Type 1 and Type 2 diabetes (<i>who meet the population above</i>) who met one of the following criteria: <ul style="list-style-type: none"> • their most recent hemoglobin A1c level is greater than 9.0 percent OR they had no test conducted during the contract period OR their test result is missing
Controlling High Blood Pressure Patients 18-85 years old that had a medical visit during the contract period who were diagnosed with essential hypertension any time prior to 1/1/2018 (that is, hypertension was diagnosed six months prior to the end of this reporting period or earlier).
Controlling High Blood Pressure Patients 18-85 years old who had a diagnosis of hypertension (<i>who meet the population above</i>) AND whose blood pressure was less than 140/90 mm HG
Body Mass Index Screening and Follow -Up Patients who are 18 years of age or older with a medical visit during the contract period

<p>Body Mass Index Screening and Follow -Up Patients (<i>who meet the population above</i>) with a documented BMI (not just height and weight) during their most recent visit or during the previous six months of the most recent visit, AND meet one of the following criteria:</p> <ul style="list-style-type: none"> • when the BMI is outside of normal parameters, a follow-up plan is documented during the visit or during the previous six months of the current visit OR the documented BMI is within normal parameters
<p>Tobacco Use and Screening All patients aged 18 years and older seen for at least two visits or at least one preventive visit during the contract period Patients (<i>who meet the population above</i>) who were screened for tobacco at least once in the last two years AND also meet one of the following criteria:</p> <ul style="list-style-type: none"> • patient was screened for tobacco use, was identified as a tobacco user <u>and</u> received documented tobacco cessation intervention OR • patient was screened for tobacco and was not a tobacco user

E. Performance Monitoring/Quality Assurance Plan

1. The Division will monitor the contract per the following plan:
 - a. Quarterly performance reporting: The Contractor will submit quarterly performance reports to the Division in the manner described in Section D. The Division will review these reports to measure the Contractor's progress towards meeting the performance targets and objectives listed in the contract package. Failure to submit reports will result in a corrective action plan, up to and including suspension of funding.
 - b. On-site reviews and/or desk reviews: The Division will conduct on-site reviews, interview Contractor staff regarding program goals and accomplishments, and review key performance and financial documentation to ensure compliance with the contract terms
 - c. Other periodic contact with Contractor, consulting and referring sites/providers: The Division will schedule meetings, teleconferences, and other periodic contact with all stakeholders to facilitate participation, review progress, and discuss any questions that may arise
2. If the Division determines that the Contractor's contract performance is out of compliance, the Division will work with the Contractor to correct any deficiencies. If performance issues are not resolved within thirty (30) days of an identified deficiency, a corrective action plan will be developed and implemented within the ensuing thirty (30) days. The Contractor's failure to resolve deficiencies within the timeframe prescribed in the corrective action plan may result in the Division's suspension of funding or in other alternative management decisions.

F. Reimbursement

Community Health Grant funds may only be reimbursed upon completion of a monthly expense report that accurately reflects expenditures for items approved in the budget. The Contractor must include receipts with its monthly expense reports when requesting reimbursement for capital expenditures. Monthly reimbursement requests must be completed and returned to the Division in the specified format by the 10th of the month to ensure prompt payment. Final reconciliation of expenditures will be made within thirty (30) days of the contract's termination date.

PERFORMANCE MEASURES CHART

The Department of Health and Human Services uses performance measures rubrics as a tool to determine the success of a project and how well services and products are being delivered. Together they enable the Department to gauge efficiency, determine progress toward desired results and assess whether the Department is on track with meeting its goals. The contractor shall adhere to all of the performance requirements/standards in the scope of work, including performance measures in the performance measures chart below.

Measure Type	Output	Reporting Frequency	Annual
Measure	Number of unduplicated patients served		

Budget Year	1	Trend	Increase
Baseline Value	3,900		
Target Value	4,200		
Data Source	Contractor's Electronic Health Record system		
Collection Process and Calculation	Contractor will generate reports from Electronic Health Records		
Collection Frequency	Quarterly		

Measure Type	Output	Reporting Frequency	Annual
Measure	Number of face-to-face Primary Care Access encounters		

Budget Year	1	Trend	Increase
Baseline Value	0		
Target Value	1500		
Data Source	Contractor's Electronic Health Record system		
Collection Process and Calculation	Contractor will generate reports from Electronic Health Records		

Collection Frequency	Quarterly
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Measure Type	Outcome	Reporting Frequency	Annual
Measure	Percentage of patients 18-75 years of age with diabetes who had hemoglobin A1c (HbA1c) greater than 9.0 percent during the reporting period (or who had no test conducted during the reporting period).		

Budget Year	1	Trend	Increase
Baseline Value	60%		
Target Value	63%		
Data Source	Contractor's Electronic Health Record system		
Collection Process and Calculation	Contractor will generate reports from Electronic Health Records		
Collection Frequency	Quarterly		

Measure Type	Outcome	Reporting Frequency	Annual
Measure	Percentage of patients 18-85 years old who had a diagnosis of hypertension (HTN) and whose Blood Pressure (BP) was adequately controlled (less than 140/90 mm Hg) during the reporting period.		

Budget Year	1	Trend	Maintain
Baseline Value	80%		
Target Value	80%		
Data Source	Contractor's Electronic Health Record system		
Collection Process and Calculation	Contractor will generate reports from Electronic Health Records		

Collection Frequency	Quarterly
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Measure Type	Quality	Reporting Frequency	Annual
Measure	Percentage of patients aged 18 years and older with a visit during the reporting period with a documented BMI during the most recent visit or within six months prior to that visit and when the BMI is outside of normal parameters, a follow-up plan is documented during the visit or during the previous six months of the visit.		

Budget Year	1	Trend	Maintain
Baseline Value	17%		
Target Value	17%		
Data Source	Contractor's Electronic Health Record system		
Collection Process and Calculation	Contractor will generate reports from Electronic Health Records		
Collection Frequency	Quarterly		

Measure Type	Quality	Reporting Frequency	Annual
Measure	Percentage of patients aged 18 years and older who were screened for tobacco use one or more times within 24 months AND if identified as a tobacco user, received cessation counseling intervention.		

Budget Year	1	Trend	Increase
Baseline Value	92%		
Target Value	93%		
Data Source	Contractor's Electronic Health Record system		
Collection Process and	Contractor will generate reports from Electronic Health Records		

Calculation	
Collection Frequency	Quarterly

LINE ITEM BUDGET

This begins the line item budget for year 1

Budget Detail - Year 1			
Category	Item	Narrative	Amount
Salary/Wages			\$0.00
Fringe Benefits			\$0.00
Other			\$0.00
Repair and Maintenance			\$0.00
Staff Development			\$0.00
Dues and Subscriptions			\$0.00
Operational Other	Service Payments	Monthly reimbursement based on documented encounters at \$100 each (1,500 encounters)	\$150,000.00
Subcontracts and Grants			\$0.00
Match			\$0.00

Budget Detail - Year 1			
Category	Item	Narrative	Amount
Cost Per Service			\$0.00
Sub Total			\$150,000.00
Indirect Cost			\$0.00
Total Budget			\$150,000.00

Subcontracting and Grants Budget Detail - Year 1			
Category	Item	Narrative	Amount
			\$0.00
Sub Total			\$0.00

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Salaries - Year 1							
Persons	Position or Title	Annual Salary	Hourly Rate	Months	Work %	Fringe Amount Total	Fringe Percent Total
0		\$0.00	0.0000	0	0%	\$0.00	\$0.00
Total							\$0.00

Contractor Certifications Required by North Carolina Law

Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- G.S. 133-32: <http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf>
- G.S. 105-164.8(b): http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- G.S. 143-48.5: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html
- G.S. 143-59.1: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- G.S. 143-59.2: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- G.S. 143-133.3: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html
- G.S. 143B-139.6C: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf

Certifications

- (1) Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov
- (3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
- (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and
 - (b) [check one of the following boxes]
 - Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or
 - The Contractor or one of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
- (a) He or she is a duly authorized representative of the Contractor named below;
 - (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
 - (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name: Sampson County Health Department, Clinton NC 28328

Contractor's Authorized Agent: Signature Wanda Robinson Date 6/07/2018
 Printed Name Wanda Robinson Title Health Director

Witness: Signature Sally DeMay Date 6/7/18
 Printed Name Sally Demay Title Administrative Assistant

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter. 90

Sampson County
Office of Tax Assessor
PO Box 1082
Clinton, NC 28329

Phone 910-592-8146

Fax 910-592-1227

To: Ed Causey, County Manager
From: Jim Johnson, Tax Administrator
Date: June 22, 2018
Subject: Disabled Veteran Exclusion
(GS 105-277.1c)

The attached disabled veteran exclusion application was received after June 1, 2018. After that date, the Board of Commissioners must approve the application.

The applicant is as follows:

William M. Bowden, Jr.

A letter is submitted requesting approval of the late application.

The application meets the statutory requirements for the disabled veteran exclusion other than being timely filed. The late application was received on June 14, 2018.

Please put on the next Board of Commissioners consent agenda for their action.

June 14, 2018

Sampson County Board of Commissioners
Clinton, North Carolina 28328

RE: William M Bowden, Jr.
Disabled Veteran

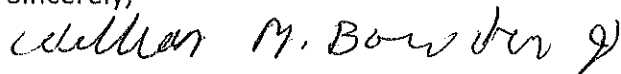
Dear Commissioners:

I am an Honorably Discharged Veteran. I was awarded compensation for being permanently and totally disabled. I submitted an application for Property Tax Exclusion for Disabled Veterans' through the Sampson County Veterans Service Office to the Veterans Affairs Regional Office in Winston-Salem, NC. The effective date of my disability went back to May 19, 2009.

I understand that my application is not within the time frame set, but I am requesting you to please accept this application and grant me the Tax Exclusion on my county property tax.

I am truly sorry for the late date and ask for your favor on my tax exclusion. Thank you for your consideration in this matter.

Sincerely,



William M Bowden, Jr
201 Sharecake Rd
Clinton, NC 28328

04-0105920-04
105921

04-0105920-04

NCDVA-9
(Rev. 08-09)

For best delivery to USDVA, filing this form with your local veteran's service office is recommended.

DIY NACISO
Sampson
COUNTY

State of North Carolina
Certification for Disabled Veteran's
Property Tax Exclusion (G.S. 105-277.1C)

SECTION 1

TO BE COMPLETED BY THE VETERAN OR THE
SURVIVING SPOUSE WHO HAS NOT REMARRIED

William M. Bowden Jr.

NAME (Print or Type)

William M. Bowden Jr.

DISABLED VETERAN'S FULL NAME (PRINT OR TYPE)

201 Sharecake Rd

STREET ADDRESS OR P.O. BOX NUMBER

SURVIVING SPOUSE'S FULL NAME (PRINT OR TYPE)

(If Applicable)

Clinton

CITY

NC 28328

STATE

ZIP CODE

025151735

U.S. DEPT. OF VETERANS AFFAIRS
FILE NUMBER

VETERAN'S SOCIAL SECURITY NUMBER

I am either (1) a veteran whose character of service at separation was honorable or under honorable conditions and who has a permanent and total service-connected disability or (2) the surviving spouse, who has not remarried, of a veteran whose character of service at separation was honorable or under honorable conditions and who had a permanent and total service-connected disability at death or veteran's death was the result of a service-connected condition. I request USDVA complete this certification in support of my separate application for the Disabled Veteran's Property Tax Exclusion to the Tax Assessor.

SECTION 2

Disabled Veteran's Signature

I authorize the U.S. Department of Veterans Affairs to release information regarding my disability, as needed for this certification.

William M. Bowden Jr.

DISABLED VETERAN'S SIGNATURE

05-29-2018

DATE

SECTION 3

Surviving Spouse's (who has not remarried) Signature

I authorize the U.S. Department of Veterans Affairs to release information regarding my spouse's disability or death as needed for this certification.

SURVIVING SPOUSE'S SIGNATURE

DATE

SECTION 4

To be completed by the U.S. Department of Veterans Affairs

Please check all that apply:

- A. Veteran does not meet either B, C, D, or E of the below criteria.
- B. Veteran has a service-connected permanent and total disability that existed as of 5-19-2009.
- C. Veteran received benefits on _____ from U.S. Department of Veterans Affairs for specially adapted housing under 38 U.S.C. 2101 for the veteran's permanent residence.
- D. Veteran died on _____ and had a service-connected permanent and total disability at death.
- E. Veteran died on _____ and the death was either (1) the result of a service-connected condition or (2) death occurred while on active duty in the line of duty and not due to service member's own willful misconduct.

Character of Disabled Veteran's Service at Separation: (DD-214)

Honorable

Under Other than Honorable Conditions

Under Honorable Conditions

Schillhammer

SIGNATURE OF USDVA CERTIFYING OFFICIAL

06-06-2018

DATE

Lamberly Schillhammer

VSCM

TITLE OF USDVA CERTIFYING OFFICIAL

NOTE:

Stamped Signature by USDVA Official on this form has been authorized by Director, VA Regional Office, Winston-Salem, NC.

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

8606

JIM JOHNSON
Tax Administrator

Telephone 910-592-8146
910-592-8147

SAMPSON COUNTY BOARD OF COMMISSIONERS
406 COUNTY COMPLEX ROAD, BUILDING C
CLINTON, NORTH CAROLINA 28328

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand refund and remission of taxes assessed and collected by Sampson County against the property owned by Robert Kevin Bloachburn in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	\$
<u>2018</u>	\$ _____
<u> </u>	\$ _____
<u> </u>	\$ _____
<u> </u>	\$ _____
<u> </u>	\$ _____

TOTAL REFUND \$ 217.63

These taxes were assessed through clerical error as follows.

*2015 GMC
Vehicle Vold, tag turned in
Tag # LYWV5866*

GOA County Tax	<u>197.30</u>
School Tax	_____
FIS Fire Tax	<u>20.33</u>
City Tax	_____
TOTAL \$	<u>217.63</u>

Mailing Address.

X 3100 Blvd Johnson Rd.
Clinton NC 28328

Yours very truly

Robert Kevin Bloachburn
Taxpayer

X
Social Security # _____

RECOMMEND APPROVAL:

Jim Johnson
Sampson County Tax Administrator

Board Approved _____
Date _____ Initials _____

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

8607

JIM JOHNSON
Tax Administrator

Telephone 910-592-8146
910-592-8147

SAMPSON COUNTY BOARD OF COMMISSIONERS
406 COUNTY COMPLEX ROAD, BUILDING C
CLINTON, NORTH CAROLINA 28328

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand refund and remission of taxes assessed and collected by Sampson County against the property owned by Sharlie Tart Lee in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2017</u>	\$ <u>117.37</u>
}	\$ _____
}	\$ _____
}	\$ _____
}	\$ _____
}	\$ _____
TOTAL REFUND	\$ <u>117.37</u>

These taxes were assessed through clerical error as follows.

Bill # 0033692052
DML 9761
Tag Turned in (totalled)
2013 Merz

<u>G02</u>	County Tax	<u>105.82</u>
	School Tax	_____
<u>F14</u>	Fire Tax	<u>11.55</u>
	City Tax	_____
	TOTAL \$	<u>117.37</u>

Mailing Address.

181 Wesley Road
L Dunn NC 28334

Yours very truly

Sharlie Tart Lee
Taxpayer

Social Security # _____

RECOMMEND APPROVAL:

Jim Johnson
Sampson County Tax Administrator

Board Approved _____
Date _____ Initials _____

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

8620

JIM JOHNSON
Tax Administrator

Telephone 910-592-8146
910-592-8147

SAMPSON COUNTY BOARD OF COMMISSIONERS
406 COUNTY COMPLEX ROAD, BUILDING C
CLINTON, NORTH CAROLINA 28328

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand refund and remission of taxes assessed and collected by Sampson County against the property owned by Iverso, Reginald Morris in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2017</u>	\$ <u>20.11</u>
<u>2017</u>	\$ <u>119.13</u>
<u> </u>	\$ <u> </u>
<u> </u>	\$ <u> </u>
<u> </u>	\$ <u> </u>
<u> </u>	\$ <u> </u>
TOTAL REFUND	\$ <u>139.24</u>

These taxes were assessed through clerical error as follows.

Bill# 0066723951
YTS 4614

Tag Turn in (sold)
2003 Chev

Bill# 0026061181

DET 2495

Tag Turn in (sold)
2012 Mazda

602 County Tax 124.19

School Tax _____

716 Fire Tax 15.05

City Tax _____

TOTAL \$ 139.24

Mailing Address.

825 Reeds Branch Rd.

Roseboro, N.C. 28382

Yours very truly

Reginald Iverso
Taxpayer

Social Security #

RECOMMEND APPROVAL:

Jim Johnson
Sampson County Tax Administrator

Board Approved _____
Date _____ Initials _____

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

FROM: David K. Clack, Finance Officer
 TO: Sampson County Board of Commissioners
 VIA: County Manager & Finance Officer
 SUBJECT: Budget Amendment for fiscal year 2018-2019

1. It is requested that the budget for the Clinton Fire District be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
23243410-581022	Clinton fire department	18,900.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
23043422-499000	Fund balance appropriated	18,900.00	

2. Reason(s) for the above request is/are as follows:
 To appropriate funds to purchase radios.



 (Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 2018
 8/26



 (County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____



 (County Manager & Budget Officer)

 Date of approval/disapproval by B.O.C.

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 5

Meeting Date: July 9, 2018

Information Only
 Report/Presentation
 Action Item
 Consent Agenda

Public Comment
 Closed Session
 Planning/Zoning
 Water District Issue

BOARD OF HEALTH INFORMATION ONLY

No action needed, the following items have been forwarded from the Health Advisory Committee to the Commissioners as the Board of Health.

- a. Health Advisory Board Minutes, April 16, 2018
- b. Dangerous Dog Appeal Minutes, May 14, 2018
- c. 2018 County Health Rankings Report
- d. 2018 Child Health Report

SAMPSON COUNTY HEALTH DEPARTMENT

Wanda Robinson
Health Director



360 County Complex Road, Suite 200
Clinton NC 28328

To: Mr. Edwin Causey
County Manager

From: Wanda Robinson *WR*
Health Director

Subject: County Commissioner's agenda items- Board of Health

Date: June 25, 2018

Attached are items for your review from the Health Advisory Committee:

1. April 16th, 2018 Health Advisory Committee Meeting Minutes
2. May 14th, 2018 Dangerous Dog Appeal Meeting Minutes
3. 2018 County Health Rankings - This annual report is being submitted as an informational item for the county commissioners. This report explores the size and nature of health differences by place and racial/ethnicity in North Carolina and how state and community leaders can take action to create environments where all residents have the opportunity to live their healthiest lives. 2018 County Health rankings for the 100 ranked counties (100 the worst) in North Carolina shows a slight change for Sampson County. For 2018 Health Outcomes for Sampson County was ranked at 79 as opposed to 80 in 2017. Health Factors ranked at 82 in 2018 and 84 in 2017. Sampson County did improve slightly.
4. 2018 Child Health Report-This data snapshot shows how children and families are faring in 15 key areas of well-being. Statistics of significance are listed below:
 - 65% of Sampson County Children live in poor or low-income homes.
 - The infant Mortality rate in Sampson County is 7 deaths for every 1000 births. Sampson County rank in the top 20 counties for the highest number of infant deaths.
 - 60% of third graders in Sampson County are proficient in reading.
 - 65.4% of Children in Foster Care is due to Parental Substance Misuse.

These are issues that will need to be addressed by the health community as we began to evaluate and plan to address the social determinants of health.

**Sampson County Health Department Advisory Committee Minutes
April 16, 2018**

Member Attendance: Dr. Jeffrey Bell, Paul Bradshaw, Robert Butler, Jacqueline Howard, Chair, Allie Ray McCullen, Commissioner Harry Parker, Linda Peterson, Dr. Beth Turner.

SCHD staff attendance: Wanda Robinson, Tamra Jones, Sally DeMay, Annie Fennell, Erin Ellis, Perry Solice. Administration staff: Edwin Causey.

I. Call to Order:

Jacqueline Howard, Chair called the Advisory Committee meeting to order.

II. Invocation:

Commissioner Harry Parker gave the Invocation.

III. Approval of minutes:

Motion was made to approve the March 19, 2018 minutes as presented and second made by Paul Bradshaw. All in favor. Motion carried.

IV. Additions/Deletions to Agenda:

- a. Maternal Health Program added as item IX in place of Health Directors Report
- b. Recall of Eggs/Romaine Lettuce added as item X

V. 2018-2019 Budget Presentation:

Handout attached. Tamra Jones presented the 2018-2019 Budget. Total budget for Health Department is \$3,682,132 and Solid Waste is \$937,940. County contributions requested is \$1,228,540 which is the same amount requested in FY 2018. Budget includes the final pay plan increase of \$77,613 for total salary and fringe, which has been absorbed by the Health Department using grant funds, fund balance and increased revenues.

Discussion on issues facing in the coming year are:

- a. Requested reclassifications of two office positions to Foreign Language Interpreter II due to need for increased bilingual staff.
- b. Scanning of paper medical records will be priority. Budget includes \$35,000 (estimated cost to scan one year's worth of records) to be covered by grant and state funds. We anticipate this process will take an additional 5 years to complete.
- c. Medicaid Transformation- first phase has already begun with official rollout scheduled for July 2019.

Question was asked about the difference in the 2017-2018 and 2018-2019 Grant & Miscellaneous Revenue line. FY 17-18 figure includes Grants & Miscellaneous Revenue awarded/received during the year. FY 2018-2019 Grants & Miscellaneous Revenue has been applied for, but has not been received at this time, therefore not projected.

Motion made by Linda Peterson to accept the 2018-2019 Budget as proposed; second made by Dr. Jeffrey Bell. All in favor. Motion carried.

VI. 2018-2019 Fee Schedule Review/Adoption:

Handout attached. Tamra reviewed the handout of fees that are new, has a price increase or decrease. New Codes 11976 Nexplanon Removal w/o Insertion; 11982 Nexplanon Device Removal & Insertion; 82239 Bile Acids- Labcorp were discussed. Increases in several Immunizations codes were discussed. Rhogam fee has decreased slightly. Rabies cost has increased, discussion on patients that are indigent are handled. SCHED has a good working relationship with the Sampson Regional Medical Center that all Rabies patients are seen through the Emergency Department for their initial round of Rabies injections. Health Department is contacted and obtains insurance information from patient. If patient does not have any insurance and is truly indigent, application is made through a state program to apply for funds to cover the cost of the Rabies vaccines. Process goes very quickly to keep the patient on their schedule to receive Rabies vaccines in a timely manner. Discussed the 340B drug pricing that is fixed through the state. Health Department is not allowed to mark-up any 340B drug prices.

Motion made by Dr. Jeffrey Bell to accept the proposed fees presented; seconded by Dr. Beth Turner. All in favor. Motion carried.

VII. Medicaid Transformation:

Wanda Robinson presented a slide presentation regarding Public Health and Medicaid Managed Care. Handout attached. Discussed the Medicaid managed care in the future and goals. Effects and Challenges that could be felt by Health Department:

- a. Role could be removed from Health Department (Eliminated or given to MCO's)
- b. Could reduce our capacity and staffing which supports other critical community needs such as Preparedness and Communicable Disease outbreaks.
- c. Possible loss of Cost Settlements that offsets additional expense
- d. Provider of last resort-inability to discharge patients, complex patients
- e. Uncertain of qualifying as Advance Medical Home – Primary Care Role
- f. Questions about Medicaid Door being able to follow the patient for services
- g. Questions about how Health Departments would get paid for Social Determinants of Health Initiatives and Chronic Disease Prevention

VIII. Public Health Month Recognition:

April is Public Health Month

IX. Maternal Health Program:

Two handouts: Health Department New and Return Prenatal Visits; Hospital Births vs. Health Department Births.

Currently SCHED has a contract with Sampson Regional Medical Center for Maternal Health care services with physician Dr. Henry Hyman. Previously care was provided through Goshen Medical Center in Clinton until office closed; prior care was through Goshen Medical Center in Kenansville with patients being sent to Kenansville to deliver.

Wanda Robinson received notification on Friday, April 13 from Sampson Regional Medical Center CEO, Dr. Howerton, to review the current contract and the possibility of no longer providing Maternal Health care effective July 2018. Wanda Robinson has requested a meeting with Dr. Howerton.

Sampson County Health Department Advisory Committee

Dangerous Dog Appeal Hearing

May 14, 2018

Attending: Dr. Jeffrey Bell, Paul Bradshaw, Robert Butler, Dr. Elizabeth Bryan, Linda Heath, Jacqueline Howard, Chair, Commissioner Harry Parker, Linda Peterson and Dr. Beth Turner.

Absent: Charlotte Harrell, Allie Ray McCullen.

SCHD Staff: Wanda Robinson and Sally DeMay

Speakers: Tonya Faison, Brenda Ellison, Tony Joyner, Kayla Lockamy, Sgt. Jessica Kittrell and Brandon M. Murphy.

I. Call to Order:

Ms. Jacqueline Howard, Chairman called meeting to order.

II. Dangerous Dog Hearing: Mrs. Jacqueline Howard

A. Overview of Dangerous Dog Hearing Process:

Speakers are asked to adhere to the three (3) minute time limitations. Timekeeper Linda Heath will give the speaker an indication at 2 minutes, speaker will have 1-minute left to speak. After speaker's presentation you may stay or be excused.

Reviewed Article 1A. §67-4.1 Definitions and procedures: (See attached)

(1) "Dangerous dog" means

a. A dog that:

1. Without provocation has killed or inflicted severe injury on a person or
2. Is determined by the person or Board designated by the county as dangerous.

b. Any dog owned or harbored primarily or in part for the purpose of dog fighting, or any dog trained for dog fighting.

(2) "Potentially dangerous dog" means a dog that the person or Board designates by the county or municipal authority responsible for animal control determines to have:

a. Inflicted a bite on a person that resulted in broken bones or disfiguring lacerations or required cosmetic surgery or hospitalization; or

b. Killed or inflicted severe injury upon a domestic animal when not on the owner's real property; or

c. Approached a person when not on the owner's property in a vicious or terrorizing manner in an apparent attitude of attack.

(3) "Owner" means any person or legal entity that has a possessory property right in a dog.

(4) "Owner's real property" means any real property owned or leased by the owner of the dog but does not include any public right-of-way or a common area of a condominium, apartment complex, or townhouse.

(5) "Severe injury" means any physical injury that results in broken bones or disfiguring lacerations or required cosmetic surgery or hospitalization.

Article 1A is available.

B. Public Comment-3 minutes each:

Ms. Howard asked those that had signed to speak to be respectfully in speaking, reminded that timekeeper was to her right.

Tonya Faison:

"On this particular day, my grandchildren's father was walking to the trash can to throw some trash away. The lady that stays in the home at the far back, beside the trash can, he was coming down the road and she was walking in the house and the door wide open and the dog comes out after him. He had earplugs in his ears. I am coming down my road and look in my rearview mirror and seen the dog come from out of the house. I jumped out of my vehicle hollering, telling her you seen the dog about to bite him and she had the door open and I have spoken to the Landlord numerous times about this dog. I have to get off work at night. I am scared to even get out of my vehicle because this dog comes up out of nowhere and comes up on you. I have grandchildren and I will not let my granddaughter, she is two go out by herself because I am scared this dog may attack my granddaughter. The dog has been in my yard numerous times."

"I don't have anything against them because I don't know them. I know Mr. Tony, her husband, but you know, I just want if you are going to keep your dog, keep the dog on a leash because I am scared the dog is going to bite my grandchild or either one of my grandchildren. I had a lady that come to my residence from the Health Department, because my daughter just had a newborn baby. The lady was afraid to get out of vehicle because of the dog. Just keep your dog tied up. I don't know her. But you know, I have spoken to the landlord, Mr. Landis Lee, numerous of times about not only that dog, but she has I think another dog, that is in my yard. That is all I ask. I got to protect myself as well as my family. When I get off work and you open your door and there is a dog and you don't see the dog. When you open your door and before you know it come around your house and there go an animal growling at you. Yes, I feel some type of worry about it. That is all I have to say."

Ms. Howard, chair asked if there were any questions from the board.

Commissioner Harry Parker spoke: "You said, that when you come home, is this a situation that occurs all the time?" Tonya Faison replies: "Yes sir, it occurs all the time, well mostly, when Mr. Tony is there the dog is tied up. I do not know what the issue is about the dog. I haven't spoke with Mr. Tony, but I have spoke with Mr. Landis Lee, the landlord about the dog. You don't see the dog coming sir. The little one, the white one with the black stripes is the one that sneaks up on you and you don't even know that he is around. He just sneaks up on you. And I have talked with Mr. Landis Lee, my landlord numerous times about the dog. I don't have any animosity towards these people, because I don't know them. But I don't want a dog to walk up on me or bite me or my grandchildren or my daughter or them. I don't normally walk to the trashcan to take my trash. I always take it over my car door and hang it out the door and go to the trashcan like that because I know the dogs, I know there are dogs. That day, when she opened the door so wide and that dog came out. And she was standing in the door and instead of calling the dog back, she just stood there to the door. And then I said you see that dog, you see the dog why not call the dog back. And if the dog would have bite the fellow and the fellow does not even stay here. He stays out of town. I would hate to call his Mama and say your child got bite by a dog while visiting his children. And that is all that I have."

Commissioner Harry Parker spoke: "This occurs most of the time. When you have friends and neighbors and things come over is this the same way." Tony Faison replies: "It is the same way, but it hasn't been in once I called the dog pound. Ms. Kittrel came out, two days later I haven't seen no dogs since then. But when the dog is there around and when I have company the dogs will come down there. My company is scared to get out of their vehicles. That is no way to live and if you have dogs keep them tied up. That is all I ask. Just keep you dogs tied up. I have five grandchildren. I don't want to be sitting outside and something happen to my grandkids."

Commissioner Harry Parker spoke: "So you feel like this situation with this dog endangers not only you but the people that come to see you?" Tonya Faison replies: "Yes sir, Yes sir."

Paul Bradshaw spoke: "Do you know of anyone that the dog has bitten?" Tonya Faison replies: "No sir, I just moved here, I think about roughly 3 months ago."

Robert Butler spoke: "Now, you are saying that you take your trash dump, are you saying that these dogs are that vicious you can't even walk past them to carry your trash to the dump?" Tonya Faison replies: "You know what sir, I'll be honest with you, I am not taking no chances." Robert Butler spoke: "I guess my question is; "Are they showing signs of aggression?" Tonya Faison replied: "Yes sir, that white dog, you come out of your car and that white dog will creep up and start growling at you. These plenty of times that I have had to jump in my car, getting off work. So, what I would do when I got used to him, I'll call my daughter come open the door or stand to the door or open the screen door and let me run in the house. I sure did. I do that plenty of times."

Linda Peterson spoke: "On this day in question, when the dog went running up to Mr. Moore, what did you see happen?" Tonya Faison replied: "Well ma'am, I have a picture (handing over phone) of where the dog came at to get Mr. Moore. I'm leaving out of my, I stay in this trailer, the first trailer. I am pulling out, I am about to pull out to go this way down the road. I am looking in my driver side mirror, and when I'm driving in my mirror this is where the dog came right there to get him." Linda Peterson spoke: "And where is the trash can?" Tonya Faison replies: "The trash cans are way back there ma'am. (Request made to pass around the phone with the picture.)"

Tonya Faison spoke: "And I told my landlord, Mr. Lee, I am not going down there to throw no trash away. I am going to take my trash to my job and he said: "No, you don't have to do that. You go down there and take your trash to that trash can." Tonya replied to Mr. Lee, "that she didn't want to get into no conflict started or nothing. Mr. Lee told her: "No, you take it to the trash can." Ms. Faison spoke: "My grandchildren's daddy didn't know that is what I did. See the bag had opened, and he walked down there. After all this, I said don't do this no more. I always take it. He said, well Ma I didn't know that is what you do. I take it in my car and have my door open and hold it out the door and throw it in the dumpster like that."

Linda Peterson asked: "What did you see the dog do when he run up?" Tonya Faison replied: "When the dog ran up ma'am, the dog ran up so fast on him, he froze. I said that dog and said a few choice words. That dog was right there up on him. She was standing to the door. I said I can't say that, I said don't you see that m. f. dog was about to bite him. If the boy hadn't stopped, ain't no telling what that dog would have done."

Robert Butler asked: "Was he growling at him?" Ms. Faison replied: "Yes, he was growling at him and you seen his teeth. Yes sir." Dr. Elizabeth Bryan asked: "Did he circle the man? Did the dog back away?" Tonya Faison replied: "When I said those negative words I said, Mr. Tony came to the door and called him back."

Ms. Jacqueline Howard asked, "During the course of the week, since you are coming home from work at night, is it at least once every week that the dog comes out?" Ms. Faison replies: "It is more than once a week, but since I called the dog pound, I have not seen the other dogs. Two days later from that I haven't seen any more animals. But Mr. Landis Lee, I have called him numerous times about the dogs."

Ms. Howard asked were there any more questions. No further questions. Ms. Faison left the hearing.

Ms. Howard called Sgt. Kittrell, then asked for the other people to speak Sgt. Kittrell to wrap up the hearing. Ms. Howard called Brandon M. Murphy, but he was with Sgt. Kittrell, so he was asked to speak later.

Ms. Howard called Brenda Ellison to speak.

Brenda Ellison spoke: "For starters I would like to give you guys this petition of people that have known "Patches". She was born February 14th two years ago and she has never bitten anybody. The lady that was talking about that there was conflict, I do have my dogs on chains. I do put them on a chain when we take them out and when we bring them in we take their collars off. I had just come in from work, there was a girl there named Brandy. She opened the door. She had just got done taking the dogs in, well "Patches" comes out to greet me. She sees that guy walking. Well, my boss man, that does work down there, he signed this petition, she thought it was him because he always gives her a honeybun. He works down there, been working there two years. Patches knows him and ran to him all the time. Landis has never come to me but one or two times, these dogs are in at night, so if there was a dog that got up there or something, I don't know when it happened. Would like to pass this around-phone with picture. One of my witnesses, she does have pictures of where the accident happened." She also has something else she has done but her computer broke down and she could not print it out, but she wants you to see that.

"Patches has never, ever been aggressive to her. I did have a receipt today, because I did think Patches was being mistaken for a dog that was taken from me in '17 for 10 days, because she nipped a little girl. That was Patches mother. Her name is Sky. Now, that is the one that will growl. That is the one that will bite. I worked today and so I totally left and forgot to bring that receipt.

Patches has never in her life. I have never seen her. My old man is back there, he's been around her since the day she was born. That dog has never left my property." Timekeeper told Ms. Ellison she had 1-minute left. Ms. Ellison spoke: "Other than to go to the doctor or something. I watched her be born. But I do have a place that I take them out, put her and her mother on you know, where they can use the bathroom and then we get them back in. Now if there has been an incident like that with the lady, I could completely understand what she was saying, and I could see where she would be afraid because she don't know the dogs. Patches

has never been outside my life and she should have never been removed from my house. And then when she got removed from my house, she gets gone from the kennel for six days. Twice I had to put my dog in that pen. I told Ms. Kittrell that day that she come, that my dog was this far away from this guy. When Patches came out and loving me. She seen him, and she darted. And I know it probably startled that young man, but it would anybody. But when I hollered, and Tony hollered she stopped. She come back. She there (unable to understand words).” Timekeeper called time.

Ms. Howard spoke, “I have a question for you. You said Patches stopped immediately when you called.” Ms. Ellison replied, “Yes, yes she did.” Ms. Howard spoke, “So the questions is, did you call him before the lady yelled at you to have him called back?” Ms. Ellison replied, “I had just walked up the steps and Brandy opened that door, Patches was right there, and she come out and I was loving her. My back is to what was happening and Patches when she seen this boy she darted. ““We turned around, this was my fiancé, he was there also, we hollered Patches “Stop”. That lady was starting to go down the path and she stopped and jumped out of the car and started hollering, by that time Patches was already back on the porch.” “She never growled. Patches never made a growl. I have never heard a growl. The only time I have ever heard a growl is when her and her mother is playing in the house.” “That petition is people that have known her all her life.” “I just felt like my dog did not need to be taken, because when her mother bite that child, she was quarantined for ten days and well I understood that. But when that lady come that day, I said “but my dog never touched this guy”

Ms. Howard spoke, “Let me ask another question. Patches mom, the one that bite the child, now was she deemed a dangerous dog?” Ms. Ellison replied, “No, no she wasn’t. I never had to go through this.” “They kept her for ten days and because I couldn’t present her records where she had had the rabies shot that year. They give her that shot, and I could pick her up in 10 days and pay twenty-five dollars. But Patches doesn’t touch nobody they take her. I had to put her in the truck. Devastated. Then she gets gone. They call me to come last Sunday to get me, had me to go and get her again put her in that truck. “ Ms. Linda Health questioned: “Your dog left the Animal Shelter?” Ms. Ellison replied, “Yes, she escaped from Animal Control and was gone for six days. And then they come, a sheriff pulls up, and Kittrell, when I told her I wasn’t going to let her take her because she never touched nobody, I was threated with being locked up. She said well I’m going to take your dog or I’m going to lock you up and then come back for your dog.”

Ms. Heath asked, “Has she been vaccinated for Rabies?” Ms. Ellison replies, “Well, she has but I don’t have the receipt or anything. So, I’m sure they will do it if you guys allow me to get her back.” Ms. Heath spoke, “Usually the Vet will provide you with that information.” Mrs. Ellison spoke, “Well, I do have it, but I just couldn’t find it. But she has been vaccinated for the rabies. Yes. Question from the committee, “And is it current?” Ms. Ellison replies, “Well, I couldn’t find the papers to prove it was current is what I am saying. So, I explained that to Kittrell when she came to get her. The thing was blown out of proportion. I am telling you, the whole situation was blown out of proportion. I know that everybody don’t care for dogs but.” Ms. Ellison was stopped from speaking due to already had her three minutes.

Ms. Howard asked were there anymore questions. Commissioner Harry Parker questioned, “You said that the dog was vaccinated?” Ms. Ellison replied: “Yes, she had been vaccinated, but I do not have the proof.” Commissioner Parker questioned, “The one that did it, the Doctor

wouldn't he have a record?" Ms. Ellison replied: "I am sure the Doctor will, yes, at Tram Road." Commissioner Parker asked, "You didn't bother about going to get it?" Ms. Ellison replied, "No sir, I didn't even think about it. I've gone through pure hell since this has been going on. I did look for the paperwork there though. I didn't go through all this with the mother that did bite somebody."

Wanda Robinson spoke, "Jacqueline, just for a point of clarification, the Animal Control Ordinance has only been in place probably two years. So, I just wanted to clarify that point." Ms. Howard spoke, "Okay that would explain why the other dog was not deemed." Mrs. Robinson spoke, "I think some of you were on the board when we adopted this ordinance, but it has only been maybe two or three years if I recall correctly."

Ms. Ellison spoke, "Well, I don't know, but whenever they picked Sky up, she was kept for 10 days and they gave her the rabies shot. And then I paid the twenty-five dollars and I picked her up."

Commissioner Parker spoke, "When Animal Control is called, they are doing their job." Ms. Ellison spoke, "Well, I know and understand that sir, but I shouldn't have to put my dog in that truck and I shouldn't have to go and get her the second time and put in the truck." Ms. Howard spoke, "But with that though, it is less traumatic for the dog for the owner to do that." Ms. Ellison spoke, "Well, no it is not I don't think, because that dog is wondering why mama's doing this to her. Because that dog has never been away from us. Do you know what I am saying? I mean she lost probably 10 to 15 pounds. I have a picture that I can show you."

Ms. Howard spoke "We have one last question for you." Dr. Elizabeth Bryan spoke, "Yes, you had said something about Patches had never been away from you and had never been off your property. But this happened off your property. Ms. Ellison replied, "Well, let me reframe that, she has been, because the landlord and Darryl has been working in a trailer and she is over there and go in." Dr. Bryan spoke, "So she just kind of wanders around." Ms. Ellison replied, "But she is the only one that aint aggressive. The mama, I do not let roam and it could be that mama is the one that this lady has gotten confused with Patches. Because late at night, I don't know the hour, but when I think everyone is asleep and everything, I will let them go out on a leash and watch them. Any way usually I put them on a leash."

Dr. Bryan asked, "You live in a house with a yard that is not fenced in in any way shape or form?" Ms. Ellison replies, "Yes." "No, in the back there is woods and everything." Dr. Bryan asked, "And the lady lives right beside you?" Ms. Ellison replies, "She lives in the very front." Dr. Bryan ask, "So how far away is that?" Ms. Ellison replies, "Oh God, it is one, two, three, four five, she is the fifth trailer in front of me." Dr. Bryan spoke, "So the dog is wandering that far if it greets her sometimes when she is getting home from work." Ms. Ellison replies, "If it is out, I guess so and I can understand where she is." Dr. Bryan spoke, "If you are not a dog person that can be very scary." Ms. Ellison replies, "Yes, and I understand that, and I am willing to accommodate anything. I won't aware of the law, the leash law." Dr. Bryan asks, "You weren't?" Ms. Ellison replies, "No, I wasn't." Dr. Bryan spoke, "I thought everyone was aware of the leash law." Ms. Ellison replies, "No, I did not know that it had changed in the last two years. We have lived in that place for eleven years. This is the first time I have ever had to go to anything like this." Ms. Howard spoke, "This is relatively new. You didn't know about the leash law. Now you are aware of it." Ms. Ellison spoke, "No I didn't, I really truly didn't." Ms. Howard

continues speaking, "And the fact that you said that at night when people are asleep you sometimes let them go out." Ms. Ellison replied, "I have, but now I don't. Believe me, now I don't. Now they go out I have a (?tick), if they go out, I open the door they go out and poop right there on the inside and come right back in. I am sorry that everything happened the way it did. It was really blown out of proportion. And she was thinking I was the one that opened the door, I wasn't I had just gotten in from work." Ms. Howard thanked Ms. Ellison.

Ms. Howard call Mr. Tony Joyner to speak. Mr. Tony Joyner spoke, "I would just like to say, the dog has never bitten anybody. The day she was born, she had never bite anybody. A matter of fact, the day that Sgt. Kittrell was there, the dog was wagging her tail and rubbing up against her as she was talking to her. Wagging her tail and rubbing right up against her. That is not a violent dog, at all. Like Brenda said, she did not open the door, the little girl opened the door and the dog did run out. But she was not running out there to attack nobody. She does that to everybody. She is playing. You can look up the records, there is not a record one for that dog ever biting. She greets people at the trash dumpster wagging her tail. That's just the kind of dog she is."

Mr. Robert Butler asked Mr. Joyner to please remove his hat. Mr. Butler thought at first it was a medical cover when he first walked up, did not realize it was a hat.

Mr. Joyner spoke, "I only have one more remark, don't have much more to say, but on something he had to say a little while ago, Animal Control was just doing their job. If they were doing their job, then the dog wouldn't have gotten out to start with. Wouldn't have been running up and down the highway. Running through people's backyards and all up cross down the road and about to get run over. If they were doing their jobs. That is all I got to say." Ms. Howard thanked Mr. Joyner.

Commissioner Harry Parker asked Mr. Joyner, "You just stated that the dog frequently visited the trash dumpster." Mr. Joyner replied, "He has, but he is not a violent dog not a biting dog." Commissioner Parker spoke, "I am just asking a question. Your dog goes to the trash dump, right?" Mr. Joyner replies, "Sometimes, not all the time. If I let him out sometimes and I'm in the yard with them, she'll walk out there, if I am out there with her. People pull up and I'm right there with her. She will be out there wagging her tail and she don't bite nobody. She don't even growl at nobody." Commissioner Parker asked, "Are we talking about the same dog that she was just explaining that she keeps tied up?" Mr. Joyner replied, "She does that because people are complaining that the dogs bites them, but the dog don't bite. She has never bit. There is not a record of that ever dog biting nobody. She is the friendliest dog. Her mama was a Siberian Husky, which is not a violent dog. She don't have a violent bone in her body." Commissioner Parker thanked Mr. Joyner.

Ms. Howard called Kayla Lockamy to speak. Ms. Lockamy spoke: "On the day in question, I actually come up probably about 30 minutes after the fact. Patches has never bitten anybody. My son plays with that dog. That is like my son's favorite dog. He plays with her all the time. She has always wagged her tail. She's never growled, never bit him and he's six years old. And I'm about to have a newborn that I won't be afraid to take around the dog. But I did have them reenact the places of where they were standing and where the dogs stopped, and I have those pictures as well. To let you see that the dog, actually, technically that day did not leave the yard at all. And that dog was far enough away from the guy, wouldn't have been no way. And the

girl said that she knew the dog growled. Well, I have pictures to prove where the dog was and where she was pulling out of. How could she know whether the dog growled or not?" Ms. Lockamy began walking around the committee showing pictures on her cell phone. Ms. Lockamy spoke while showing the pictures, "That's where the dog stopped at and that's where the guy was. She's way down there. How are you going to tell if the dog growled or not? You can't tell, look how long the path is. You can't tell that. That's how far away the dog and the guy were from each other. That's not close. The dog was right here, never left the yard that day. The guy was right here. He stopped my aunt and asked if he was alright and he said yes. And the next thing we know, Animal Control is pulling down the drive. The path is that long from the house to the trailer. There is no way that woman would have been able to even say that yes, for sure that dog growled." Ms. Lockamy continued around the table showing pictures on her cell phone. Ms. Lockamy spoke while showing the cell phone pictures, "That's how far away he was, the dog never left the yard. I had them reenact where the dog was standing at, first was where the guy was standing at." Commissioner Parker asked Ms. Lockamy, "Did you see this?" Ms. Lockamy replied, "No, I didn't, I mean, that's like a reenactment. I didn't see it for sure myself, but." Commissioner Parker stated, "I understand what you are doing."

Ms. Lockamy spoke, "I don't understand how she can say for certain that dog was going to bite anybody." Ms. Howard spoke, "It is difficult to, when you weren't there to see it." Ms. Lockamy spoke, "I am just here because I want to defend my Aunt and because I know this dog personally. And I've known them for a long time. I know that they have lived there for eleven years. If it was that serious and that guy would have felt threatened he would have been here too on her behalf." Ms. Howard thanked Ms. Lockamy and asked were there any more questions. Responses were no.

Ms. Howard called for Sgt. Jessica Kittrell to speak. Sgt. Kittrell spoke: "Normally we have the Dangerous Dog this a potentially dangerous dog. And what I've heard a lot of and it is always the concern when we do a potential is it didn't bite anyone. What the ordinance says, if it comes off its property in an aggressive manner of attack. And that is why Ms. Faison wanted the dog be deemed "Potentially Dangerous". When he said the dog was all around me and rubbing against my legs that is totally accurate. The owner was right beside the dog.

As in past meetings, and some of you are new. I have a dog at my house named "Trouble" and when I am there, she is the loveliness, nicest dog in the world. When I'm not it's a whole different ballgame.

The reason that I actually had Brandon to come, and as much as I hate that the dog got out of the shelter and I'm not going to look you in the eye and say that we've never had one to get out of the shelter. We've had them crawl out. Patches actually popped the lock on the door and opened her own kennel to get out. What I brought him here to get at, they are stating to you the board, how the dog has always acted with them. I can tell you when I got her to the shelter to take her out. I went to put a leash on her. I always keep a slip leash in my truck. Soon as I went to put that leash around that dog's neck, it was a different dog. It was not the nice and even I wouldn't say she was nice at the house. What she was doing was she kept trying to come up behind me. This is a herding dog. This is what they like to do. They like to come up. They like to herd you. They want to move you to where they want. And this is what Patches kept to doing. She kept coming up. And I kept positioning myself with my back to the truck. When I got her to the shelter to put this on her. That was game over. She did not want anything to do with

that. Since she has been at the shelter, I've not seen the dog wag her tail. I go to every dog, every time I go to the shelter and put my hand and let them sniff or whatever that want to do. She has never done that.

I had Brandon come because he's going to tell you a behavior he had when she was out of the kennel, out of a controlled environment. What he saw. I had her come pick the dog up when we did find it, because I knew that this dog was not going to come to me. It was not going to come to Deputy Edwards. It's only going to come to her or somebody it knows. A legitimately friendly dog is going to come up to everybody or anybody. Patches is not that. That's why she was deemed "Potentially Dangerous"

Robert Butler asked Sgt. Kittrell what was the disposition of the dog? Did she become vicious with you? Sgt. Kittrell replied, "When I went to put the leash on her, yes sir. It was. Some dogs that are scared it can be a fear biter. And they're going to do kind of a short snap at you or a yelp. A fearful noise. Patches was you are not putting your hand-it was a growl. It was a very teethe showing you, showing me that I was not going to put my hands on her. So I had to use the catch bar on her and I hate using those."

Sgt. Kittrell spoke, "I'm not trying to intercede. The reason that I say that is, how an animal acts with its owner and where it's comfortable, is totally different than off leash and when it's rambling. And I can attest to, when I went to put that leash on her neck, a totally different dog. And I didn't feel comfortable putting it on, putting my leash on in the yard with her. Because again they're saying it was wagging its tail. I don't remember that dog wagging its tail. I remember it coming repeatedly up trying to get behind me between me and the truck. And that's not something I'm."

Sgt. Kittrell spoke, "If I can divulge a little bit, they actually told me about a pit bull, down the street." They said, "You need to go get the pit bull down the street. It's aggressive. It charged at" "I can actually tell you the difference in them two dogs. I talked to that guy, two to three days later, because he was actually riding his little 50 cc dirt bike on the highway and so I had to get on him. He didn't see me coming at all. He was back there in the yard tinkering with that dirt bike. I saw the pit bull they were talking about. And this is an impressive. If you want to be scared of something, you would be scared of this guy. He's that big, but he's stout. Totally different demeanor. That tail wagging that tongue out, just as happy. Come right up forward wanting to come to my hands for me to pet him. Patches comes around more a herding behavior.

Linda Heath spoke, "When I had an Australian Sheppard before he would herd. And that was a gentle dog. They are breed to do that." Sgt. Kittrell spoke, "And that is why I brought Brandon."

Dr. Bryan asked Sgt. Kittrell if she spoke with Mr. Moore on the night that you came out. St. Kittrell replied, "Mr. ? name. Yes, and he said he had to stand the ground. Yeah, that dog was going to get me." Dr. Bryan asked if Mr. Moore showed her where he was standing. Sgt. Kittrell replied, "And I asked him was it in the yard, was it in the dumpster, was it in lane itself. He said, "I was in the lane." Sgt. Kittrell spoke, "A private lane, although you have a right of way, that's not a right of way for your animals to be on. The animals have to be on your property. According to both Mr. Moore and Ms. Faison the dogs was in the lane itself, not in the yard. Because where he went, the dumpster is literally right beside their yard. That's where he was

going to. He walking via the lane. Even if you are renting a home, you become a property owner in a sense that's your domain. But the lane itself, if they have an access to get to your property, it doesn't mean that you own that part of the path. So that is definitely where it was inferred to me that it occurred off of Ms. Ellison's property.

Sgt. Kittrell wanted Brandon to speak in his opinion to describe what happened on the morning he found Patches loose and her demeanor towards him.

Ms. Howard called Brandon Murphy to speak.

Brandon Murphy spoke, "I work at the Animal Shelter. I've been there for maybe a year and half now. So I say that I have pretty good experience with dogs. I came in that morning. I didn't come in through the front door like I normally do. I went into the side door it leaves one room before the quarantine and that room is separated by a grates in the wall. When I first came in, I walked into the quarantine like I normally do and her pen was open. And there were feces in the walkway, which lead me to believe an animal was loose. Once I checked the paperwork, I seen it was their dog. I walked through the shelter looking around and I finally seen the dog. It goes through the grate and I try to follow it through the room and I come back. Right beside the sink we've got a row of two cages side by side. Now you can go under the sink. The dog had came under sink and was sitting in that corner. I mean I just had my leash on. I go up to the dog. I go to reach out for it. She growled at me. Shows me her teeth. So I take a step back. I'm shocked because the whole time leading up to that she's sweet. She's in the pen with me, I'm rubbing her, and I'm holding her. I mean I could about pick the dog up and carry her where I needed to. I mean it was just that nice. But when she was out of her pen, out of a controlled environment. She was violent. I guess it was because I challenged her freedom. I believe in my opinion that if the dog is out of containment, controlled containment it is a danger to other people. Because it's like Kittrell said, "We're not the owners." We're not friends with that dog. We are not around it enough for it to have an understanding of us. After I have been in that shelter, I've been bit by plenty of dogs and cats and I know right before you get bit, okay you need to leave that dog alone. In my opinion I feel that the dog should be contained. And it is aggressive outside of containment." Ms. Howard thanked Mr. Murphy. Ms. Howard asked if there were any questions.

C. Discussion:

Ms. Howard stated it was time for deliberation and discussion. Ms. Howard asked were they ready to call for a vote. Ms. Linda Heath spoke, "I think that just the environment that they are living in the dog needs to be contained on the property. I am not an advocate of chaining a dog because I think that leads to behavior problems in of itself. Mr. Paul Bradshaw spoke, "I see some problems also, with that dog, from what I've heard." Ms. Howard spoke, "At least not with the owners particular." Commissioner Harry Parker spoke, "I see a problem with that dog "I see a problem with that dog as it is, at least if she's not in a pen. Someone responded that a pen was required. Discussion by board not totally audible on tape. Commissioner Parker spoke of requiring a pen for that dog and making sure she stays in that pen.

Wanda Robinson spoke, "There is a piece in the ordinance, I think it's a part of the dangerous dog piece that says you can be made to keep them, if you are going to keep them in the house. They must stay in that in that house. If they are brought out, they must me on a leash with a muzzle. At any point, should they get out, come out without being on that leash, then that

would be cause for whatever. That is in the ordinance, but it is a part of the dangerous dog piece, that is not separate. It is a part of the dangerous dog. If you are designated, you can either put them in that pen or you can keep them in the house or in an enclosed facility. Yes, that is a part of that ordinance. "Sgt. Kittrell spoke, "It would be either a civil penalty but, more than likely once it has been deemed and upheld by the board. They would likely be charge with a misdemeanor crime and have to answer before a district court judge of why they allowed it to roam." Discussion regarding if the piece of the ordinance was available or in the board's packet. Ordinance copy given to Ms. Robinson and she spoke, "It says, in a building, doors and windows and other exits securely fastened shut and under the supervision and control of a responsible capable adult person. The property shall be kept secure from the following: or they can be securely kept in a locked enclosure with sides and bottom and those kinds of things; or they can be put outside in a building or enclosure described above. While off the property it shall be leashed. So, can put it in an enclosure, but if it comes out, then you are gone against." Mr. Butler asked the question that's if deemed dangerous. Ms. Robinson replied, "That's if it's deemed dangerous. In the past, you can help me, you have always determined, yes, you are and no, you are not. I don't know of a time that you have said well we're not going to deem you dangerous but we want to request that you've got to keep him in the house. You have never done that.

Dr. Bryan spoke, "The stipulations of being a "potentially dangerous dog" and being a "dangerous dog" the stipulations from there on are the same." Ms. Robinson replied, "Right, once you have been determined to be "Potentially dangerous" it's almost the same as being "dangerous"

Commissioner Parker asked, "What teeth do this have toward the owners, if these proceedings and these things are not carried out to prevent?" Ms. Robinson replied, "Then they are taken and done whatever, that is a violation. If you don't do what we ask you to do. Should you say, "Well no, we're just gonna let it, we're not gonna to do. Are you going to deem it dangerous and dog is found to be out not on a leash, it should be taken to Animal Control, because at that point it's a violation. That is the decision you've got to make.

Mr. Bradshaw made the motion to declare "Patches" to be a "Potentially Dangerous Dog". Mr. Butler seconded the motion. Ms. Howard called for an all in favor. Show hands, with all but one member dissenting. Votes for the motion: Dr. Jeffrey Bell, Paul Bradshaw, Dr. Beth Bryan, Robert Butler, Jacqueline Howard, Commissioner Harry Parker, Linda Peterson and Dr. Beth Turner. Dissenting vote: Linda Heath.

III. **Adjournment:**

Ms. Howard, "That concludes this meeting".

A woman stood up and starting speaking, "No, you didn't allow but three people to speak. But I feel like I need to now. I've known the dog. This is my sister's dog. The dog has always been there and he run in the neighbor's yard and play with other children. Until these people moved into that last trailer, the first trailer there. She has never had no problems with this dog, at all with nobody. Until these people moved in. I can understand the woman is scared. She has never said anything to my sister about being scared of the dog. If it was so, that Landis Lee, she had reported to her landlord. He would have said something to my sister about it and he didn't do that. I got a little problem with somebody not telling the whole truth."

Article 1A.

Dangerous Dogs.

§ 67-4.1. Definitions and procedures.

(a) As used in this Article, unless the context clearly requires otherwise and except as modified in subsection (b) of this section, the term:

- (1) "Dangerous dog" means
 - a. A dog that:
 1. Without provocation has killed or inflicted severe injury on a person; or
 2. Is determined by the person or Board designated by the county or municipal authority responsible for animal control to be potentially dangerous because the dog has engaged in one or more of the behaviors listed in subdivision (2) of this subsection.
 - b. Any dog owned or harbored primarily or in part for the purpose of dog fighting, or any dog trained for dog fighting.
 - (2) "Potentially dangerous dog" means a dog that the person or Board designated by the county or municipal authority responsible for animal control determines to have:
 - a. Inflicted a bite on a person that resulted in broken bones or disfiguring lacerations or required cosmetic surgery or hospitalization; or
 - b. Killed or inflicted severe injury upon a domestic animal when not on the owner's real property; or
 - c. Approached a person when not on the owner's property in a vicious or terrorizing manner in an apparent attitude of attack.
 - (3) "Owner" means any person or legal entity that has a possessory property right in a dog.
 - (4) "Owner's real property" means any real property owned or leased by the owner of the dog, but does not include any public right-of-way or a common area of a condominium, apartment complex, or townhouse development.
 - (5) "Severe injury" means any physical injury that results in broken bones or disfiguring lacerations or required cosmetic surgery or hospitalization.
- (b) The provisions of this Article do not apply to:
- (1) A dog being used by a law enforcement officer to carry out the law enforcement officer's official duties;
 - (2) A dog being used in a lawful hunt;
 - (3) A dog where the injury or damage inflicted by the dog was sustained by a domestic animal while the dog was working as a hunting dog, herding dog, or predator control dog on the property of, or under the control of, its owner or keeper, and the damage or injury was to a species or type of domestic animal appropriate to the work of the dog; or
 - (4) A dog where the injury inflicted by the dog was sustained by a person who, at the time of the injury, was committing a willful trespass or other tort, was tormenting, abusing, or assaulting the dog, had tormented, abused, or assaulted the dog, or was committing or attempting to commit a crime.

(c) The county or municipal authority responsible for animal control shall designate a person or a Board to be responsible for determining when a dog is a "potentially dangerous dog" and shall designate a separate Board to hear any appeal. The person or Board making the determination that a dog is a "potentially dangerous dog" must notify the owner in writing, giving the reasons for the

determination, before the dog may be considered potentially dangerous under this Article. The owner may appeal the determination by filing written objections with the appellate Board within three days. The appellate Board shall schedule a hearing within 10 days of the filing of the objections. Any appeal from the final decision of such appellate Board shall be taken to the superior court by filing notice of appeal and a petition for review within 10 days of the final decision of the appellate Board. Appeals from rulings of the appellate Board shall be heard in the superior court division. The appeal shall be heard de novo before a superior court judge sitting in the county in which the appellate Board whose ruling is being appealed is located. (1989 (Reg. Sess., 1990), c. 1023, s. 1.)

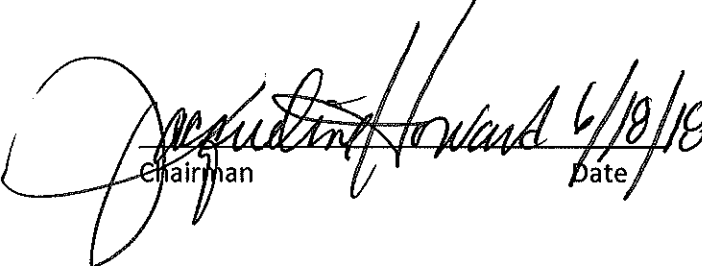
Ms. Heath spoke, "Ma'am, the problem with the dog is irresponsible dog ownership. That is common courtesy to keep your animal, that when you live that close to people, keep your dog home." The woman replied, "The dog was in its yard." Ms. Heath spoke, "No, you can't guarantee that dog is not going to come out of its yard. I am an avid dog lover. No one can guarantee that dog is not going to come out of that yard, unless you got it in a pen or you've got it on a leash." The woman replied, "I understand what you are saying ma'am, but she's got two other dogs that are aggressive dogs. This one has never been aggressive." Ms. Howard spoke, "Thank you and I appreciate you." The woman spoke, "I just feel like the dog is really being mistreated."


Ms. Howard spoke, "Now that it has been passed that he has been deemed dangerous. You say that there are several more that are more aggressive than that one. We ask you to use all precautions to make sure that those dogs are confined"

Ms. Ellison spoke, "Now what do I have to do, because she told me I had to get a 8 x 8 fence have her locked in and all this. I am not going to agree to nothing, because my attorney told me not to agree to nothing. To contact her in Raleigh." Ms. Howard spoke, "You will be getting more information." Ms. Robinson spoke, "What needs to happen now, we will be sending a copy of everything to your attorney. We will be glad to give you a copy of what you have to do. There are some stipulations that have begun and one of them is." Ms. Ellison asked, "When can I get my dog?" Ms. Robinson continued speaking, "Once you get your permit, you've got to register the dog, you've got to have homeowner's insurance. What you need to do now at this point, you can appeal to the superior court. We'll send you a letter with everything on it."

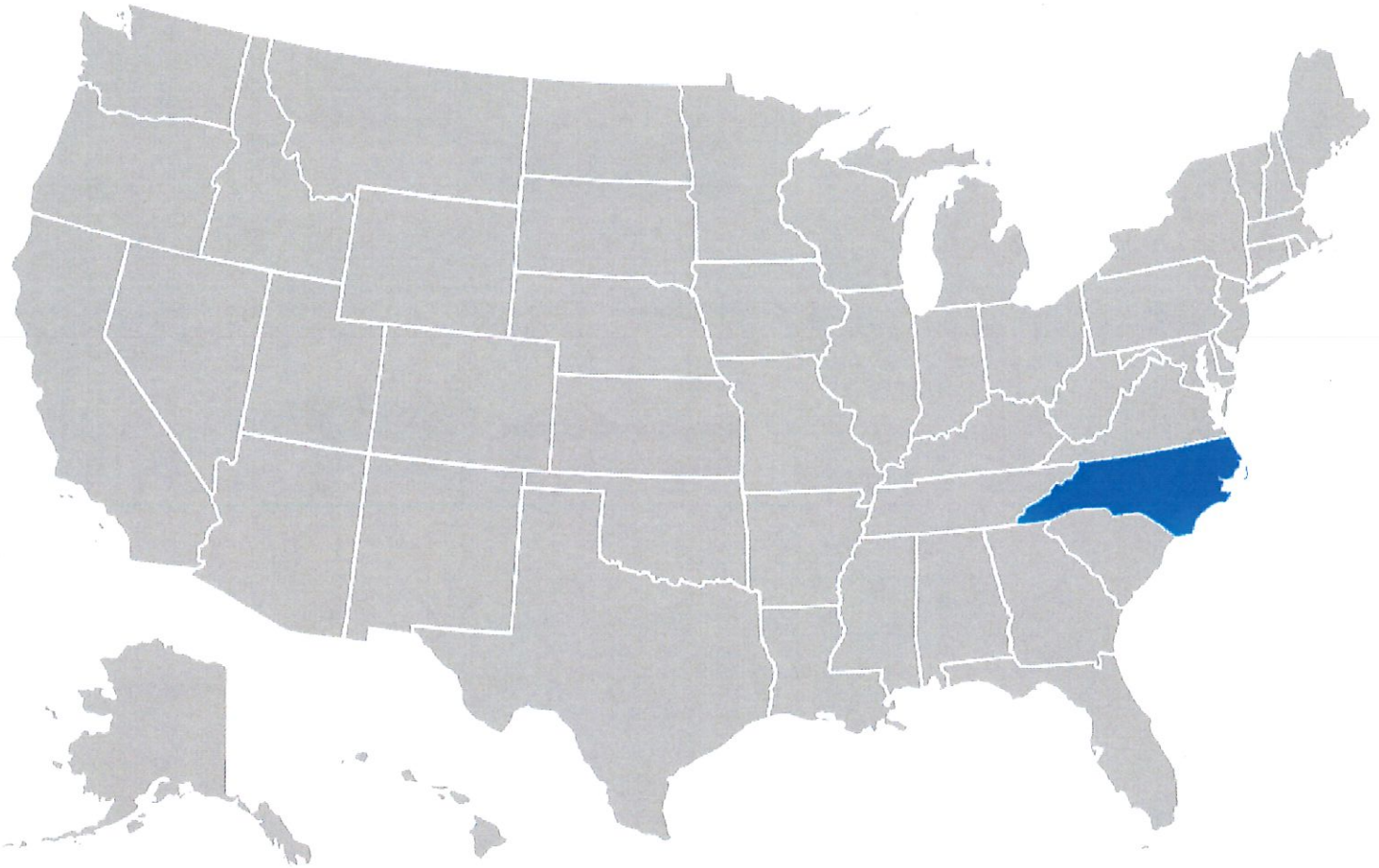
Ms. Ellison asked, "How many days do I have to do this in?" Mrs. Robinson replied, "That's up to you." Ms. Ellison spoke, "Well, she said five. I'm asking you because you made the thing on it." Ms. Robinson spoke, "No we did not." Ms. Robinson asked Jessica Kittrell about the days. Jessica Kittrell replied, "I'll get up with her." Ms. Robinson spoke to Ms. Ellison, "She'll get up with you." Ms. Ellison replied, "We'll get up with our attorney, and she'll get up with you."

Meeting ended.


Chairman Date 6/18/18


Secretary Date 6/18/18

North Carolina



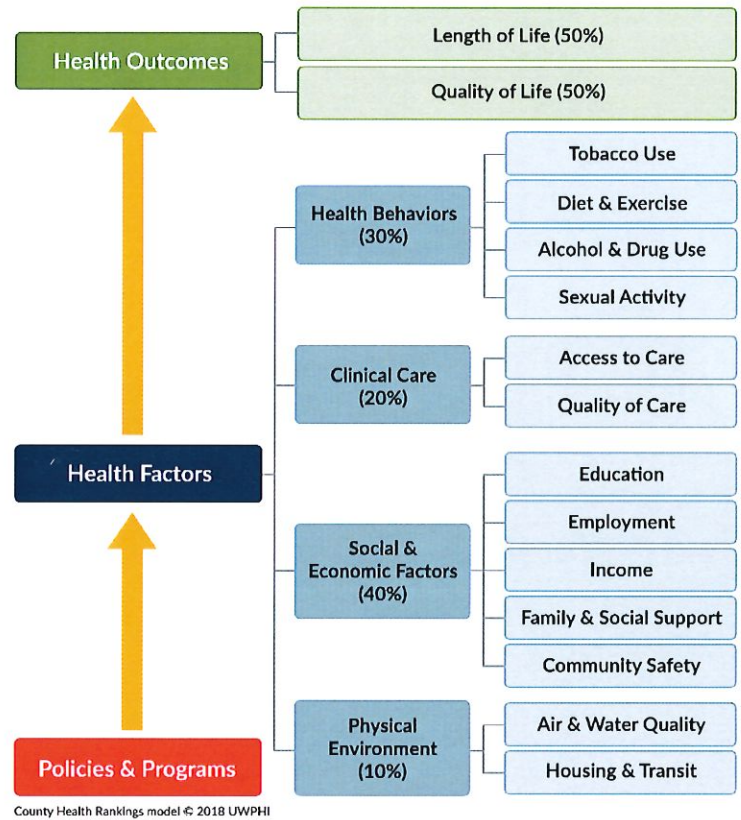
2018 County Health Rankings Report



Introduction

Ranking the health of nearly every county in the nation (based on the model to the right), County Health Rankings & Roadmaps (CHR&R) illustrates what we know when it comes to what is keeping people healthy or making them sick and shows what we can do to create healthier places to live, learn, work and play. CHR&R brings actionable data, evidence, guidance and stories to communities to make it easier for people to be healthy in their neighborhoods, schools and workplaces.

Our country has achieved significant health improvements over the past century. We have benefited from progress in automobile safety, better workplace standards, good schools and medical clinics, and reductions in smoking and infectious diseases. But when you look closer, there are significant differences in health outcomes according to where we live, how much money we make or how we are treated. The data show that not everyone has benefited in the same way from these health improvements. There are fewer opportunities and resources for better health among groups that have been historically marginalized including people of color, people living in poverty, people with physical or mental disabilities, LGBTQ persons, and women.



This report explores the size and nature of health differences by place and race/ethnicity in North Carolina and how state and community leaders can take action to create environments where all residents have the opportunity to live their healthiest lives. Specifically, this report will help illuminate:

1. What health equity is and why it matters
2. Differences in health outcomes within the state by place and racial/ethnic groups
3. Differences in health factors within the state by place and racial/ethnic groups
4. What communities can do to create opportunity and health for all

The Robert Wood Johnson Foundation (RWJF) collaborates with the University of Wisconsin Population Health Institute (UWPHI) to bring this program to cities, counties, and states across the nation.

What Is Health Equity?

We live in a nation that prides itself on being a land of opportunity - a place where everyone has a fair chance to lead the healthiest life possible regardless of where we live, how we are treated, or the circumstances we were born into; this is the prospect of health equity. However, this is not always our reality. More often the choices we make depend on the opportunities we have, such as a quality education, access to healthy foods and living in safe, affordable housing in crime-free neighborhoods. These opportunities are not the same for everyone.

Health disparities emerge when some groups of people have more access to opportunities and resources over their lifetime and across generations. For example, when children live in families with higher incomes, they typically experience stable housing in safer neighborhoods, have access to better-resourced and higher quality schools, and are better prepared for living wage jobs leading to upward economic mobility and good health. When children live in families with lower incomes and do not have access to these same opportunities, they face challenges to gaining a foothold on the ladder to economic security that helps them thrive.

Differences in opportunity do not come about on their own or because of the actions of individuals alone. Often, they are the result of policies and practices at many levels that have created deep-rooted barriers to good health, such as unfair bank lending practices, school funding based on local property taxes, and policing and prison sentencing. The collective effect is that a fair and just opportunity to live a long and healthy life is not a reality for everyone. Now is the time to change how things are done.

Achieving health equity means reducing and ultimately eliminating unjust and avoidable differences in health and in the conditions and resources needed for optimal health by improving the health of marginalized groups, not by worsening the health of others. Our progress toward health equity will be measured by how health disparities change over time. This report provides data on differences in health and opportunities in North Carolina that can help identify where action is needed to achieve greater equity and offers information on how to move from data to action.



Why Does It Matter?

Population projections indicate that our nation's youth are increasingly more racially and ethnically diverse. A healthy beginning is essential to a healthy future for our children and our nation.

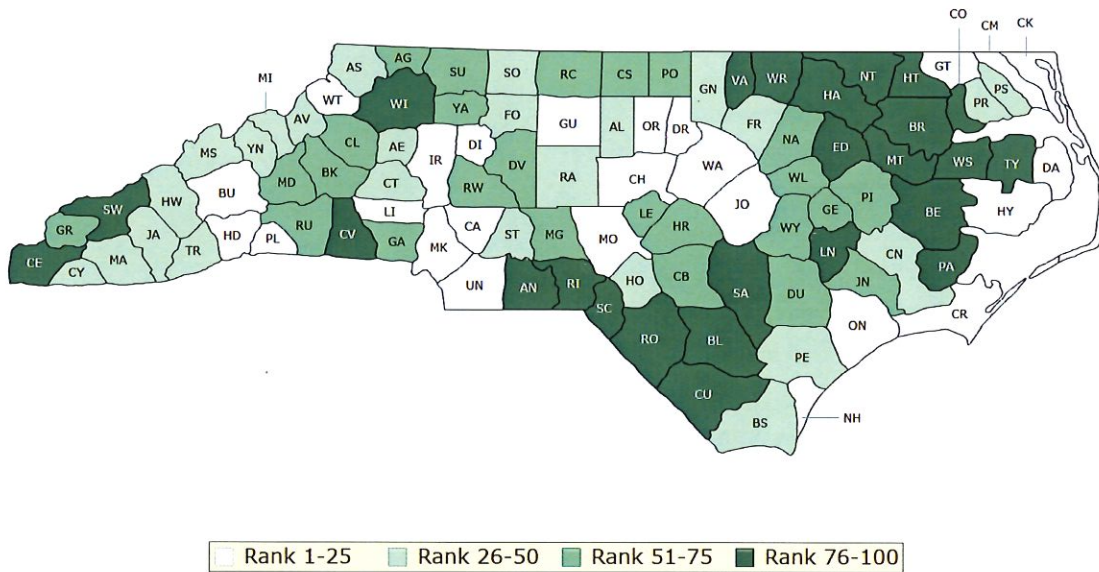
Yet, child poverty rates remain high with nearly one in five living in poverty. And, in the majority of U.S. counties, rates for Black or Hispanic children are even higher than rates for White children.

Investing in the health and well-being of ALL young people now and in years to come is vital to our nation's future success and prosperity.

Differences in Health Outcomes within States by Place and Racial/Ethnic Groups

How Do Counties Rank for Health Outcomes?

Health outcomes in the County Health Rankings represent measures of how long people live and how healthy people feel. Length of life is measured by premature death (years of potential life lost before age 75) and quality of life is measured by self-reported health status (% of people reporting poor or fair health and the number of physically and mentally unhealthy days within the last 30 days) and the % of low birth weight newborns. Detailed information on the underlying measures is available at countyhealthrankings.org



The green map above shows the distribution of North Carolina’s **health outcomes**, based on an equal weighting of length and quality of life. The map is divided into four quartiles with less color intensity indicating better performance in the respective summary rankings. Specific county ranks can be found in the table on page 12 at the end of this report.

How Do Health Outcomes Vary by Race/Ethnicity?

Length and quality of life vary not only based on where we live, but also by our racial/ethnic background. In North Carolina there are differences by race/ethnicity in length and quality of life that are masked when we only look at differences by place. The table below presents the five underlying measures that make up the Health Outcomes Rank. Explore the table to see how health differs between the healthiest and the least healthy counties in North Carolina, and among racial/ethnic groups.

Differences in Health Outcome Measures among Counties and for Racial/Ethnic Groups in North Carolina

	Healthiest NC County	Least Healthy NC County	AI/AN	Asian/PI	Black	Hispanic	White
Premature Death (years lost/100,000)	4,500	12,100	10,200	2,900	9,900	3,600	7,100
Poor or Fair Health (%)	13%	29%	33%	12%	20%	33%	14%
Poor Physical Health Days (avg)	2.9	5.4	5.6	2.2	3.6	3.7	3.5
Poor Mental Health Days (avg)	3.6	5.4	6.7	3.0	3.8	2.2	4.2
Low Birthweight (%)	8%	12%	11%	9%	14%	7%	7%

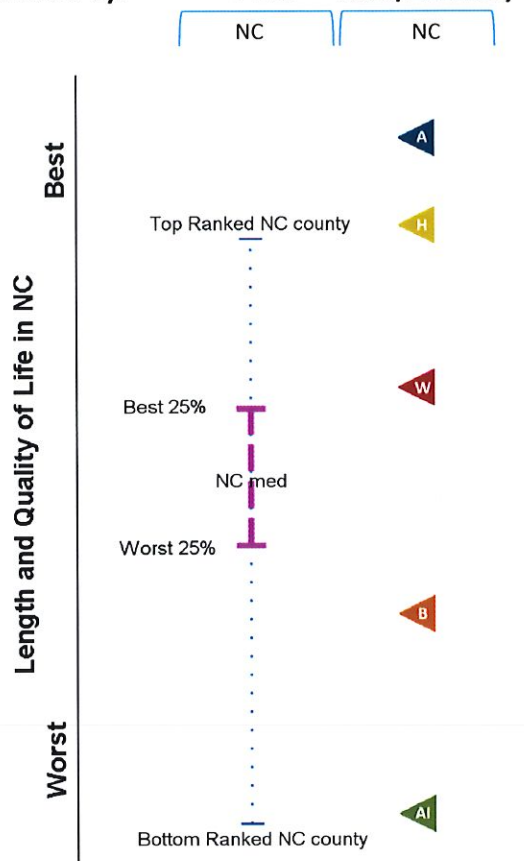
American Indian/Alaskan Native (AI/AN), Asian/Pacific Islander (Asian/PI)

N/A = Not available. Data for all racial/ethnic groups may not be available due to small numbers

Health Outcomes in North Carolina

Differences by:

Place Race/Ethnicity



The graphic to the left compares measures of length and quality of life by place (Health Outcomes ranks) and by race/ethnicity. To learn more about this composite measure, see the technical notes on page 13.

In North Carolina, measures of length and quality of life indicate:

- American Indians/Alaskan Natives are most similar in health to those living in the least healthy quartile of counties.
- Asians/Pacific Islanders are healthier than those living in the top ranked county.
- Blacks are most similar in health to those living in the least healthy quartile of counties.
- Hispanics are healthier than those living in the top ranked county.
- Whites are most similar in health to those living in the healthiest quartile of counties.

(Quartiles refer to the map on page 4.)

▲ AI/AN
 ▲ Asian/PI
 ▲ Black
 ▲ Hispanic
 ▲ White
 Data for every racial/ethnic group may not be available due to small numbers

AI/AN - American Indian/Alaskan Native/Native American
 Asian/PI - Asian/Pacific Islander

Across the US, values for measures of length and quality of life for Native American, Black and Hispanic residents are regularly worse than for Whites and Asians. For example, even in the healthiest counties in the US, Black and American Indian premature death rates are about 1.5 times higher than White rates. Not only are these differences unjust and avoidable, they will also negatively impact our changing nation’s future prosperity.



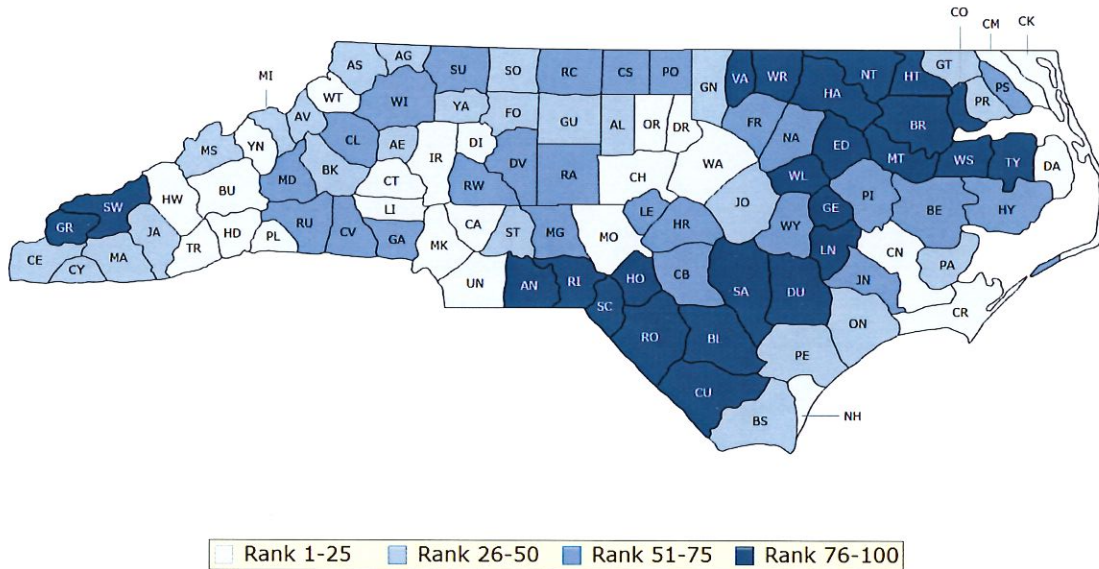
Changing the Course in Kansas City

A decade ago, public health officials identified an 8-year gap in life expectancy between the city's White and Black populations. Segregation and discrimination over the past century fueled this disparity, but community residents and city leaders joined forces to tackle tough conversations on race, stem the violence, increase educational opportunities, improve access to care and ensure economic justice. Today the disparity in life expectancy has been reduced to 6.9 years. Learn more at rwjf.org/prize.

Differences in Health Factors within States by Place and Racial/Ethnic Groups

How Do Counties Rank for Health Factors?

Health factors in the County Health Rankings represent the focus areas that drive how long and how well we live, including health behaviors (tobacco use, diet & exercise, alcohol & drug use, sexual activity), clinical care (access to care, quality of care), social and economic factors (education, employment, income, family & social support, community safety), and the physical environment (air & water quality, housing & transit).



The blue map above shows the distribution of North Carolina’s **health factors** based on weighted scores for health behaviors, clinical care, social and economic factors, and the physical environment. Detailed information on the underlying measures is available at countyhealthrankings.org. The map is divided into four quartiles with less color intensity indicating better performance in the respective summary rankings. Specific county ranks can be found in the table on page 12.

What are the Factors That Drive Health and Health Equity?

Health is influenced by a range of factors. However, social and economic factors, like connected and supportive communities, good schools, stable jobs, and safe neighborhoods, are foundational to achieving long and healthy lives. These social and economic factors also influence other important drivers of health and health equity. Social and economic factors impact our ability to make healthy choices, afford medical care or housing, and even manage stress leading to serious health problems. The choices we make are based on the choices we have.

Across the nation, there are meaningful differences in social and economic factors among counties and among racial/ethnic groups. Even within counties, policies and practices marginalize many racial and ethnic groups, keeping them from resources and supports necessary to thrive. Limited access to opportunities is what creates disparities in health, impacting how well and how long we live.

How Do Social and Economic Opportunities for Health Vary in North Carolina?

Social and economic factors vary depending on where we live and by our racial/ethnic background. The following four data graphics illustrate differences among counties and by racial/ethnic groups in social and economic opportunities for health in North Carolina. These graphics show that it is important to explore differences by place and race/ethnicity in order to tell a more holistic story about the health of your community.

This report explores state-wide data. To dive deeper into your county data, visit [Use the Data at www.countyhealthrankings.org](http://www.countyhealthrankings.org)

Consider these questions as you look at the data graphics throughout this report:

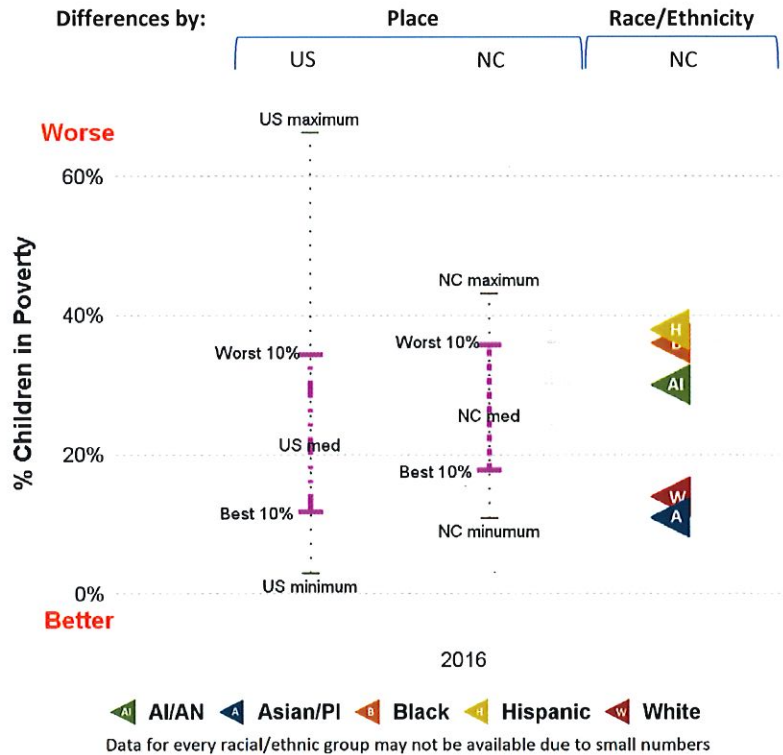
- What differences do you see among counties in your state?
- What differences do you see by racial/ethnic groups in your state?
- How do counties in your state compare to all U.S. counties?
- What patterns do you see? For example, do some racial/ethnic groups fare better or worse across measures?

CHILDREN IN POVERTY

Poverty limits opportunities for quality housing, safe neighborhoods, healthy food, living wage jobs, and quality education. As poverty and related stress increase, health worsens.

The graphic to the right shows:

- In North Carolina, 22% of children are living in poverty compared to the U.S. rate of 20%.
- Children in poverty rates among North Carolina counties range from 11% to 43%.
- Children in poverty rates among racial/ethnic groups in North Carolina range from 11% to 38%.



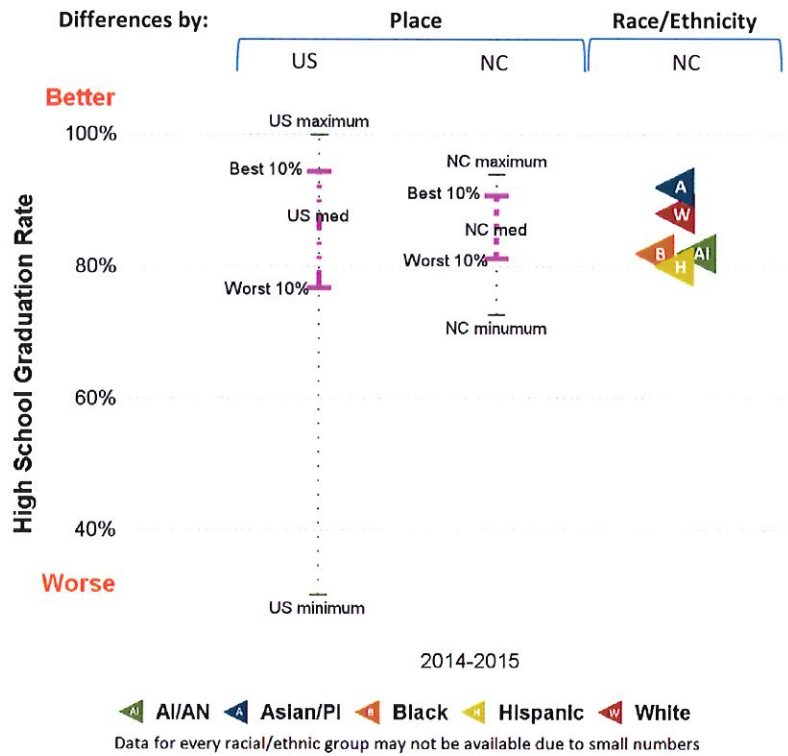
US and state values and the state minimum and maximum can be found in the table on page 14
 American Indian/Alaskan Native/Native American (AI/AN) Asian/Pacific Islander (Asian/PI)

HIGH SCHOOL GRADUATION

Higher rates of educational achievement are linked to better jobs and higher incomes resulting in better health. Education is also connected to lifespan: on average, college graduates live nine years longer than those who didn't complete high school.

The graphic to the right shows:

- North Carolina's high school graduation rate is 86% compared to the U.S. rate of 83%.
- High school graduation rates among North Carolina counties range from 73% to 94%.
- High school graduation rates among racial/ethnic groups in North Carolina range from 80% to 92%.

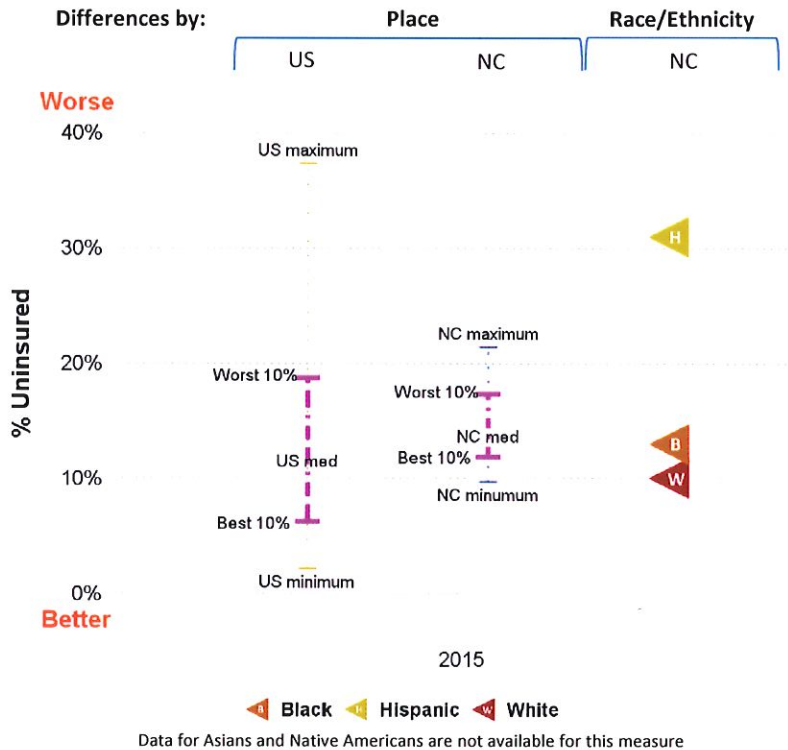


HEALTH INSURANCE

Health insurance helps individuals and families access needed primary care, specialists, and emergency care. Those without insurance are often diagnosed at later, less treatable disease stages and at higher costs than those with insurance.

The graphic to the right shows:

- The uninsured rate in North Carolina is 13% compared to the U.S. rate of 11%.
- Uninsured rates among North Carolina counties range from 10% to 21%.
- Uninsured rates among racial/ethnic groups in North Carolina range from 10% to 31%.

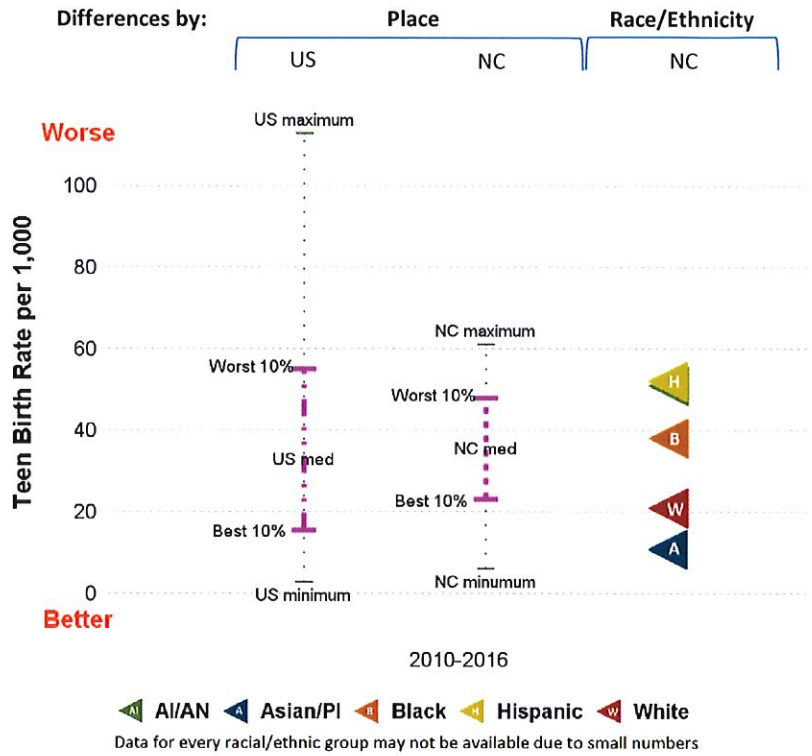


TEEN BIRTHS

Teenage motherhood is more likely to occur in communities with fewer opportunities for education or jobs. Teen mothers are less likely to complete high school and face challenges to upward economic mobility. In turn, their children often have fewer social and economic supports and worse health outcomes.

The graphic to the right shows:

- The teen birth rate in North Carolina is 29 births per 1,000 female population, ages 15-19, compared to the U.S. rate of 27 per 1,000.
- Teen birth rates among North Carolina counties range from 6 to 61 per 1,000.
- Teen births for racial/ethnic groups in North Carolina range from 11 to 52 per 1,000.



US and state values and the state minimum and maximum can be found in the table on page 14
 American Indian/Alaskan Native/Native American (AI/AN) Asian/Pacific Islander (Asian/PI)



Spartanburg County Closing the Gap

Community leaders in Spartanburg County, SC took a good hard look at their data in 2008 and discovered they had the worst teen birth rate in the whole state. Deciding to face this issue head on, they brought together teens, providers, parents, and partners to create solutions - a warm welcoming teen center, accessible and respectful reproductive health care, and open discussions about sexuality. Recent data show improvements - rates have receded by 50% from 2010 to 2016 for all 15-19 year olds. And while disparities in teen births among racial/ethnic groups in SC continue, the gap has closed for teen births among Black and White females in Spartanburg County (in 2016, 23.3 per 1,000 and 23.9 per 1,000, respectively). Learn more at rwjf.org/prize.

What Communities Can Do to Create Opportunity and Health for All

This report shows some of the differences in opportunity for people in North Carolina based on where they live and their race or ethnicity. But how can you turn this information into action? Below are some evidence-informed approaches to consider as your community moves forward:

Invest in education from early childhood through adulthood to boost employment and career prospects

- Strengthen parents' skills, including ways to foster children's learning and development in home and community settings
- Undertake policy initiatives to improve pre-K-12 education in the classroom, school, district or state level, focusing on raising school attendance and high school graduation rates
- Implement community and school-based supports that will improve access to and quality of early childhood care and education, beginning in infancy
- Offer alternative learning models and technology to help students develop social and work-ready skills
- Support higher education opportunity for all through college application assistance and financial aid

Increase or supplement income and support asset development in low income households

- Increase public and private sector wages and offer benefits for low-income earners through living wages and paid leave
- Expand eligibility for earned-income tax credits and increase credit amount
- Assist parents by expanding refundable child care tax credits and increasing child care subsidies

Ensure that everyone has adequate, affordable health care coverage and receives culturally competent services and care

- Make health care services accessible and available in community, school, and clinical settings, including medical, dental, vision, mental health care, and long-term care
- Increase access to sex education and contraceptives in school, clinic, and community settings
- Increase patients' health-related knowledge via efforts to simplify health education materials, improve patient-provider communication, and increase literacy
- Provide culturally-sensitive care coordination and system navigation, including language interpretation and care tailored to patients' norms, beliefs, and values

Foster social connections within communities and cultivate empowered and civically engaged youth

- Establish positive relationships among youth and adult mentors and provide youth with leadership opportunities in schools, community groups, and local governments
- Create safe places to convene, such as community centers, with activities, programs, and supportive technologies for all ages and abilities
- Support information sharing, collaboration and networking to inform decision-making using social media and in-person approaches

To learn more about specific strategies that can support your work, visit **What Works for Health**, a living resource of evidence-informed policies and programs to make a difference locally. You can search for policies and programs that have been tested or implemented in communities like yours, or adapt strategies that have been tested elsewhere but seem like a good 'fit'. You can also learn about each strategy's likely impact on disparities.

Visit countyhealthrankings.org/whatworks



Communities Driving Local Change

We can work together to reshape the policies, programs, and practices that have marginalized some and, without action, will perpetuate health disparities. We can create environments where people are treated fairly, where everyone has a voice in decisions that affect them, and where all have a chance to succeed.

The 35 RWJF Culture of Health Prize winners are prime examples of making this a reality. For examples of how several communities, such as the below are cultivating a shared belief in good health for all, visit www.rwjf.org/prize.

- Columbia Gorge Region, OR/WA
- Richmond, VA
- Chelsea, MA
- Santa Monica, CA

Moving With Data to Action

County Health Rankings & Roadmaps offers a range of community supports including data, evidence, guidance and stories to support communities moving from awareness to action. Visit our website to learn more – countyhealthrankings.org.

- CHR&R provides a snapshot of a community’s health and a starting point to explore ways to improve health and increase health equity. Use the Data will help you learn more about the data and find other sources as you begin to assess your needs and resources and focus on what’s important.
- Our Partner Center helps changemakers in all sectors make connections and leverage collective power to put ideas into action.
- Our Action Center provides step-by-step guidance to help communities assess their needs, drive local policy and systems changes, and evaluate the impacts of their health improvement efforts. Our team of community coaches are available to communities across the nation to guide local collaborations and individuals to accelerate learning and action.

Guidance in the Action Center focuses on areas like:

- Working together is at the heart of making meaningful change. When people share a vision and commitment to improve health, it can yield better results than working alone. CHR&R’s Work Together guide can help you build and sustain partnerships that reflect the diversity of your community. Together you can identify the challenges and solutions that can make a difference.
- Taking time to choose policies and programs that have been shown to work and that are a good fit for your community will maximize your chances of success. CHR&R’s Choose Effective Policies & Programs guide can help you explore and select strategies to address priority issues.
- Once you have decided what you want to do, the next step is to make it happen. CHR&R’s guide to Act on What’s Important can help your community build on strengths, leverage available resources, and respond to unique needs.
- What you say and how you say it can motivate people to take the right action at the right time. CHR&R’s Communicate guide can help you to develop strategic messages and deliver those messages effectively.

2018 County Health Rankings for the 100 Ranked Counties in North Carolina

County	Health Outcomes	Health Factors
Alamance	50	48
Alexander	30	36
Alleghany	59	47
Anson	90	87
Ashe	46	35
Avery	32	44
Beaufort	76	65
Bertie	88	76
Bladen	95	94
Brunswick	40	28
Buncombe	14	3
Burke	57	49
Cabarrus	9	12
Caldwell	71	56
Camden	3	9
Carteret	21	16
Caswell	54	73
Catawba	48	20
Chatham	10	6
Cherokee	87	32
Chowan	77	77
Clay	28	26
Cleveland	81	68
Columbus	96	91
Craven	41	22

County	Health Outcomes	Health Factors
Cumberland	75	62
Currituck	7	19
Dare	6	7
Davidson	64	53
Davie	13	18
Duplin	68	86
Durham	11	14
Edgecombe	97	95
Forsyth	39	43
Franklin	45	60
Gaston	67	52
Gates	16	41
Graham	58	78
Granville	31	37
Greene	53	79
Guilford	20	42
Halifax	94	97
Harnett	60	70
Haywood	44	24
Henderson	15	8
Hertford	89	84
Hoke	49	92
Hyde	23	74
Iredell	19	17
Jackson	37	50

County	Health Outcomes	Health Factors
Johnston	17	39
Jones	65	51
Lee	61	54
Lenoir	86	81
Lincoln	18	23
Macon	35	31
Madison	34	27
Martin	84	80
McDowell	70	57
Mecklenburg	5	11
Mitchell	47	40
Montgomery	63	69
Moore	22	10
Nash	66	71
New Hanover	12	13
Northampton	92	89
Onslow	24	29
Orange	2	1
Pamlico	82	34
Pasquotank	33	66
Pender	27	33
Perquimans	36	46
Person	52	59
Pitt	51	58
Polk	25	5

County	Health Outcomes	Health Factors
Randolph	38	64
Richmond	91	98
Robeson	100	100
Rockingham	72	75
Rowan	62	67
Rutherford	74	63
Sampson	79	82
Scotland	99	99
Stanly	43	30
Stokes	42	45
Surry	55	55
Swain	93	85
Transylvania	26	15
Tyrrell	83	90
Union	4	4
Vance	98	96
Wake	1	2
Warren	85	93
Washington	78	83
Watauga	8	21
Wayne	56	72
Wilkes	80	61
Wilson	73	88
Yadkin	69	38
Yancey	29	25



Stay Up-To-Date with County Health Rankings & Roadmaps

For the latest updates on our Rankings, community support, RWJF Culture of Health Prize communities, and more visit countyhealthrankings.org/news. You can see what we're featuring on our webinar series, what communities are doing to improve health, and how you can get involved!

Technical Notes and Glossary of Terms

What is health equity? What are health disparities? And how do they relate?

Health equity means that everyone has a fair and just opportunity to be as healthy as possible. This requires removing obstacles to health such as poverty and discrimination, and their consequences, including powerlessness and lack of access to good jobs with fair pay, quality education and housing, safe environments, and health care.

Health disparities are differences in health or in the key determinants of health such as education, safe housing, and discrimination, which adversely affect marginalized or excluded groups.

Health equity and health disparities are closely related to each other. Health equity is the ethical and human rights principle or value that motivates us to eliminate health disparities. Reducing and ultimately eliminating disparities in health and its determinants of health is how we measure progress toward health equity.

Braveman P, Arkin E, Orleans T, Proctor D, and Plough A. What is Health Equity? And What Difference Does a Definition Make? Robert Wood Johnson Foundation. May 2017

How do we define racial/ethnic groups?

In our analyses by race/ethnicity we define each category as follows:

- Hispanic includes those who identify themselves as Mexican, Puerto Rican, Cuban, Central or South American, other Hispanic, or Hispanic of unknown origin.
- American Indian/Alaskan Native includes people who identify themselves as American Indian or Alaskan Native and do not identify as Hispanic. This group is sometimes referred to as Native American in the report.
- Asian/Pacific Islander includes people who identify themselves as Asian or Pacific Islander and do not identify as Hispanic.
- Black includes people who identify themselves as black/African American and do not identify as Hispanic.
- White includes people who identify themselves as white and do not identify as Hispanic.

All racial/ethnic categories are exclusive so that one person fits into only one category. Our analyses do not include people reporting more than one race, as this category was not measured uniformly across our data sources.

We recognize that “race” is a social category, meaning the way society may identify individuals based on their cultural ancestry, not a way of characterizing individuals based on biology or genetics. A strong and growing body of empirical research provides support for the notion that genetic factors are not responsible for racial differences in health factors and very rarely for health outcomes.

How did we compare county ranks and racial/ethnic groups for length and quality of life?

Data are from the same data sources and years listed in the table on page 15. The mean and standard deviation for each health outcome measure (premature death, poor or fair health, poor physical health days, poor mental health days, and low birthweight) are calculated for all ranked counties within a state. This mean and standard deviation are then used as the metrics to calculate z-scores, a way to put all measures on the same scale, for values by race/ethnicity within the state. The z-scores are weighted using CHR&R measure weights for health outcomes to calculate a health outcomes z-score for each race/ethnicity. This z-score is then compared to the health outcome z-scores for all ranked counties within a state; the identified-score calculated for the racial/ethnic groups is compared to the quartile cut-off values for counties with states. You can learn more about calculating z-scores on our website under [Rankings Methods](#).

How did we select evidence-informed approaches?

Evidence-informed approaches included in this report represent those backed by strategies that have demonstrated consistently favorable results in robust studies or reflect recommendations by experts based on early research. To learn more about evidence analysis methods and evidence-informed strategies that can make a difference to improving health and decreasing disparities, visit [What Works for Health](#).

Technical Notes:

- In this report, we use the terms disparities, differences, and gaps interchangeably.
- We follow basic design principles for cartography in displaying color spectrums with less intensity for lower values and increasing color intensity for higher values. We do not intend to elicit implicit biases that “darker is bad”.
- In our graphics of state and U.S. counties we report the median of county values, our preferred measure of central tendency for counties. This value can differ from the state or U.S. overall values.

2018 County Health Rankings for North Carolina: Measures and National/State Results

Measure	Description	US	NC	NC Minimum	NC Maximum
HEALTH OUTCOMES					
Premature death	Years of potential life lost before age 75 per 100,000 population	6,700	7,300	4,500	12,100
Poor or fair health	% of adults reporting fair or poor health	16%	18%	13%	29%
Poor physical health days	Average # of physically unhealthy days reported in past 30 days	3.7	3.6	2.9	5.4
Poor mental health days	Average # of mentally unhealthy days reported in past 30 days	3.8	3.9	3.4	5.4
Low birthweight	% of live births with low birthweight (< 2500 grams)	8%	9%	6%	13%
HEALTH FACTORS					
HEALTH BEHAVIORS					
Adult smoking	% of adults who are current smokers	17%	18%	14%	27%
Adult obesity	% of adults that report a BMI ≥ 30	28%	30%	23%	41%
Food environment index	Index of factors that contribute to a healthy food environment, (0-10)	7.7	6.4	4.1	8.5
Physical inactivity	% of adults aged 20 and over reporting no leisure-time physical activity	23%	24%	17%	33%
Access to exercise opportunities	% of population with adequate access to locations for physical activity	83%	76%	19%	100%
Excessive drinking	% of adults reporting binge or heavy drinking	18%	17%	12%	23%
Alcohol-impaired driving deaths	% of driving deaths with alcohol involvement	29%	31%	0%	64%
Sexually transmitted infections	# of newly diagnosed chlamydia cases per 100,000 population	478.8	647.4	92.2	1,201.5
Teen births	# of births per 1,000 female population ages 15-19	27	29	6	61
CLINICAL CARE					
Uninsured	% of population under age 65 without health insurance	11%	13%	10%	21%
Primary care physicians	Ratio of population to primary care physicians	1,320:1	1,420:1	10,210:1	530:1
Dentists	Ratio of population to dentists	1,480:1	1,830:1	13,320:1	470:1
Mental health providers	Ratio of population to mental health providers	470:1	460:1	7,640:1	160:1
Preventable hospital stays	# of hospital stays for ambulatory-care sensitive conditions per 1,000 Medicare enrollees	49	49	23	96
Diabetes monitoring	% of diabetic Medicare enrollees ages 65-75 that receive HbA1c monitoring	85%	89%	45%	93%
Mammography screening	% of female Medicare enrollees ages 67-69 that receive mammography screening	63%	68%	53%	81%
SOCIAL AND ECONOMIC FACTORS					
High school graduation	% of ninth-grade cohort that graduates in four years	83%	86%	73%	94%
Some college	% of adults ages 25-44 with some post-secondary education	65%	66%	28%	81%
Unemployment	% of population aged 16 and older unemployed but seeking work	4.9%	5.1%	3.8%	9.4%
Children in poverty	% of children under age 18 in poverty	20%	22%	11%	43%
Income inequality	Ratio of household income at the 80th percentile to income at the 20th percentile	5	4.8	3.5	7.4
Children in single-parent households	% of children that live in a household headed by a single parent	34%	36%	21%	71%
Social associations	# of membership associations per 10,000 population	9.3	11.5	6.6	28.2
Violent crime	# of reported violent crime offenses per 100,000 population	380	342	62	707
Injury deaths	# of deaths due to injury per 100,000 population	65	68	35	127
PHYSICAL ENVIRONMENT					
Air pollution – particulate matter	Average daily density of fine particulate matter in micrograms per cubic meter (PM2.5)	8.7	9.1	7.2	10.7
Drinking water violations	Indicator of the presence of health-related drinking water violations. Yes - indicates the presence of a violation, No - indicates no violation.	NA	NA	No	Yes
Severe housing problems	% of households with overcrowding, high housing costs, or lack of kitchen or plumbing facilities	19%	17%	11%	28%
Driving alone to work	% of workforce that drives alone to work	76%	81%	67%	90%
Long commute – driving alone	Among workers who commute in their car alone, % commuting > 30 minutes	35%	31%	17%	62%

2018 County Health Rankings: Ranked Measure Sources and Years of Data

	Measure	Source	Years of Data
HEALTH OUTCOMES			
Length of Life	Premature death	National Center for Health Statistics – Mortality files	2014-2016
Quality of Life	Poor or fair health	Behavioral Risk Factor Surveillance System	2016
	Poor physical health days	Behavioral Risk Factor Surveillance System	2016
	Poor mental health days	Behavioral Risk Factor Surveillance System	2016
	Low birthweight	National Center for Health Statistics – Natality files	2010-2016
HEALTH FACTORS			
HEALTH BEHAVIORS			
Tobacco Use	Adult smoking	Behavioral Risk Factor Surveillance System	2016
Diet and Exercise	Adult obesity	CDC Diabetes Interactive Atlas	2014
	Food environment index	USDA Food Environment Atlas, Map the Meal Gap	2015
	Physical inactivity	CDC Diabetes Interactive Atlas	2014
	Access to exercise opportunities	Business Analyst, Delorme map data, ESRI, & US Census Files	2010 & 2016
Alcohol and Drug Use	Excessive drinking	Behavioral Risk Factor Surveillance System	2016
	Alcohol-impaired driving deaths	Fatality Analysis Reporting System	2012-2016
Sexual Activity	Sexually transmitted infections	National Center for HIV/AIDS, Viral Hepatitis, STD, and TB Prevention	2015
	Teen births	National Center for Health Statistics – Natality files	2010-2016
CLINICAL CARE			
Access to Care	Uninsured	Small Area Health Insurance Estimates	2015
	Primary care physicians	Area Health Resource File/American Medical Association	2015
	Dentists	Area Health Resource File/National Provider Identification file	2016
	Mental health providers	CMS, National Provider Identification file	2017
Quality of Care	Preventable hospital stays	Dartmouth Atlas of Health Care	2015
	Diabetes monitoring	Dartmouth Atlas of Health Care	2014
	Mammography screening	Dartmouth Atlas of Health Care	2014
SOCIAL AND ECONOMIC FACTORS			
Education	High school graduation	EDFacts	2014-2015
	Some college	American Community Survey	2012-2016
Employment	Unemployment	Bureau of Labor Statistics	2016
Income	Children in poverty	Small Area Income and Poverty Estimates	2016
	Income inequality	American Community Survey	2012-2016
Family and Social Support	Children in single-parent households	American Community Survey	2012-2016
	Social associations	County Business Patterns	2015
Community Safety	Violent crime	Uniform Crime Reporting – FBI	2012-2014
	Injury deaths	CDC WONDER mortality data	2012-2016
PHYSICAL ENVIRONMENT			
Air and Water Quality	Air pollution – particulate matter*	Environmental Public Health Tracking Network	2012
	Drinking water violations	Safe Drinking Water Information System	2016
Housing and Transit	Severe housing problems	Comprehensive Housing Affordability Strategy (CHAS) data	2010-2014
	Driving alone to work	American Community Survey	2012-2016
	Long commute – driving alone	American Community Survey	2012-2016

*Not available for AK and HI.

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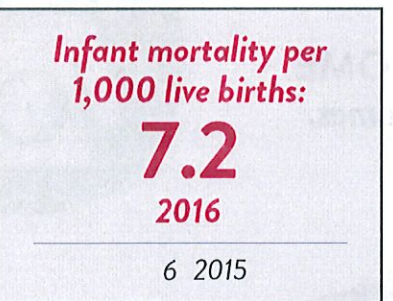
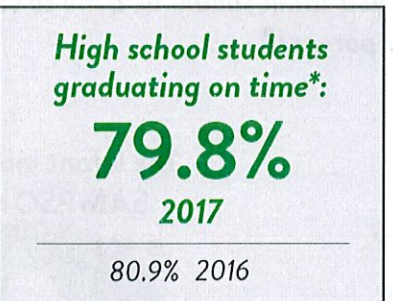
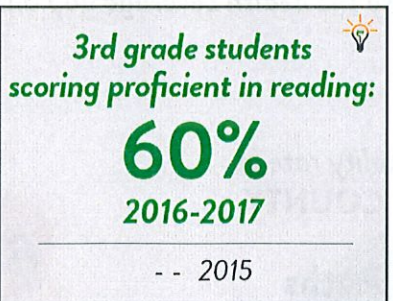
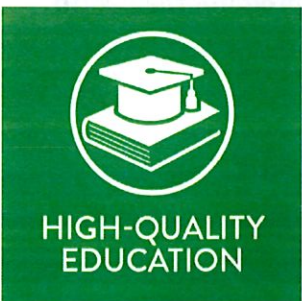
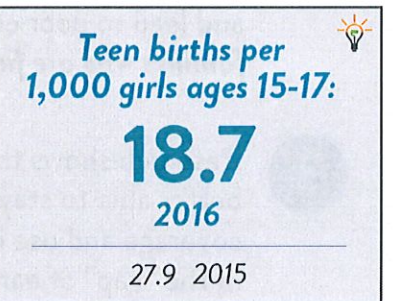
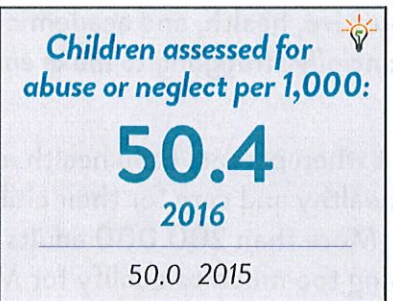
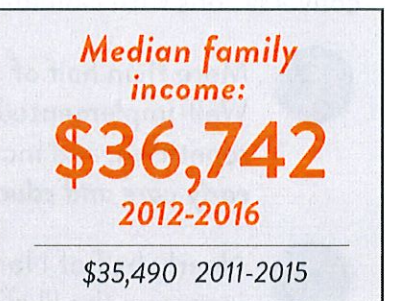
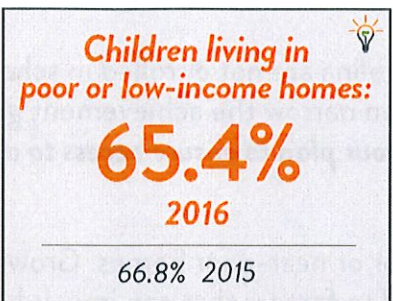
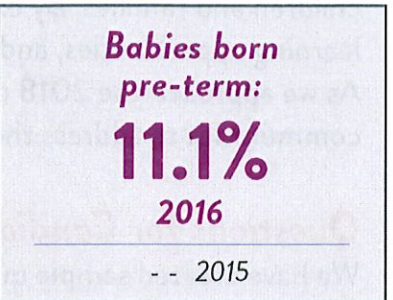
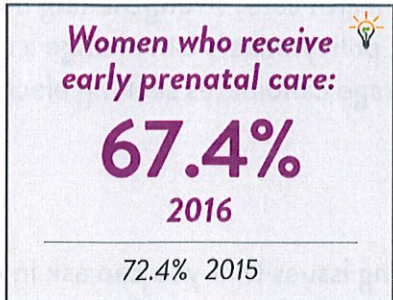
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SAMPSON COUNTY

2018 NC DATA CARD

NORTH CAROLINA		SAMPSON	
Child population:	2,432,812	Child population:	15,742
Percent under age six:	30%	Percent under age six:	31%
Number of live births:	120,756	Number of live births:	831



NC Pathways to Grade-Level Reading whole-child Measure of Success.
Learn more at: www.buildthefoundation.org/pathways.



SAMPSON COUNTY

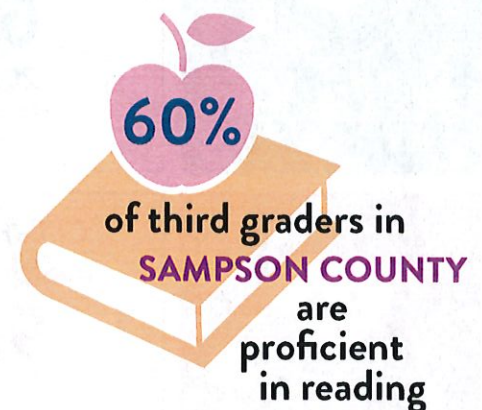
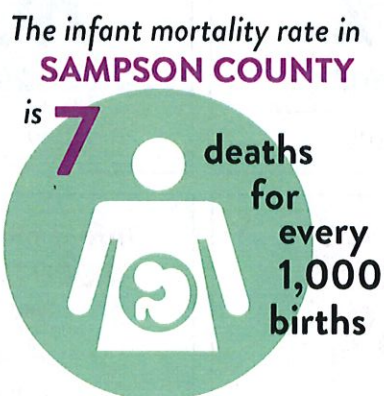
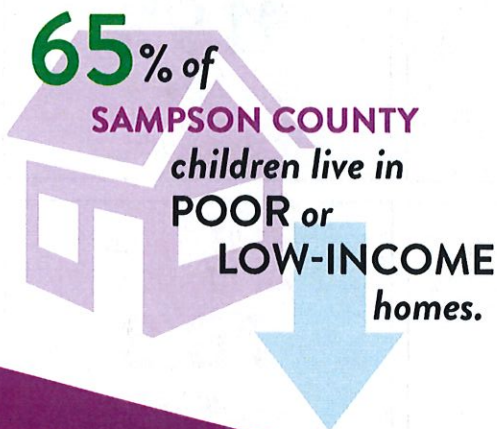
Why is this important?

This data snapshot shows how children and families are faring in 15 key areas of well-being. Each year, our elected representatives have an extraordinary opportunity to use public policy to improve the lives of children and families. By expanding access to high-quality health care, strengthening our schools and early learning opportunities, and growing economic opportunity, policymakers can change a child's life trajectory. As we approach the 2018 election, we hope you will encourage candidates seeking election in your communities to address the issues presented on this card.

Questions for Candidates:

We have created sample questions about key child well-being issues that you can ask in public forums or in conversations with candidates.

- 1** More than half of 3- and 4-year-olds in North Carolina are not enrolled in school. Well-implemented, high-quality early education can narrow the achievement gap, reduce grade repetition, and increase graduation rates. **What is your plan to ensure access to affordable, quality early care and education for children birth to five?**
- 2** Nearly half of North Carolina's children live in poor or near-poor homes. Growing up in poverty increases the likelihood that a child will be exposed to factors that can impair brain development and lead to poor cognitive, health, and academic outcomes. **What policies will you focus on to help families who are financially struggling to make ends meet so they can provide for their children?**
- 3** Research shows that when parents have health insurance, they have healthier babies, they are better able to stay healthy and care for their children, and their kids are more likely to have health coverage and use it. More than 200,000 adults in our state lack health insurance because they fall in the "gap" of earning too much to qualify for Medicaid and too little to afford private health insurance. **What do you think should be done to close the health coverage gap and promote the health of children and their parents?**



For complete data notes and sources, visit www.ncchild.org. Contact Whitney Tucker, research director, with questions at whitney@ncchild.org

PUBLIC COMMENT POLICIES AND PROCEDURES

Revised June, 2018

In accordance with NCGS 153A-52.1, 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. 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.

As with public hearings, the Chair (or presiding officer) will determine and announce limits on speakers at the start of the Public Comment period. Each speaker will be allocated no more than five (5) minutes. The Chairman (or presiding officer) may, at their discretion, decrease this time allocation if the number of persons wishing to speak would unduly prolong the meeting. A staff member will be designated as official timekeeper, and the timekeeper will inform the speaker when they have one minute remaining of their allotted time. When the allotted time is exhausted, the speaker will conclude their remarks promptly and leave the lectern. Speakers may not yield their time to another speaker, and they may not sign up to speak more than once during the same Public Comment period.

An individual wishing to address the Board during the Public Comment period shall register with the Clerk/Deputy Clerk to the Board prior to the opening of the meeting by signing his or her name, and providing an address and short description of his or her topic on a sign-up sheet stationed at the entrance of the meeting room. Any related documents, printed comments, or materials the speaker wishes distributed to the Commissioners shall be delivered to the Clerk/Deputy Clerk in sufficient amounts (10 copies) at least fifteen minutes prior to the start of the meeting. Speakers will be acknowledged to speak in the order in which their names appear on the sign-up sheet. Speakers will address the Commissioners from the lectern, not from the audience, and begin their remarks by stating their name and address.

To ensure the safety of board members, staff and meeting attendees, speakers are not allowed to approach the Board on the seating platform, unless invited by the Board to approach.

Speakers who require accommodation for a disabling condition should contact the office of the County Clerk or County Manager not less than twenty-four (24) hours prior to the meeting.

If time allows, those who fail to register before the meeting may be allowed speak during the Public Comment period. These individuals will be offered the opportunity to 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.

A total of thirty (30) minutes shall be set aside for public comment. At the end of this time, those who signed up to speak but have not yet been recognized may be requested to hold their comments until the next meeting's public comment period, at which time they will be given priority for expression. Alternatively, the Board, in its discretion, may extend the time allotted for public comment.

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. Speakers will not discuss matters regarding the candidacy of any person seeking public office, including the candidacy of the person addressing the Board.

Speakers will be courteous in their language and presentation, shall not use profanity or racial slurs and shall not engage in personal attacks that by irrelevance, duration or tone may threaten or perceive to threaten the orderly and fair progress of the discussion. Failure to abide by this requirement may result in forfeiture of the speaker's right to speak.

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. Any action on items brought up during the Public Comment period will be at the discretion of the Board. When appropriate, items will be referred to the Manager or the proper Department Head for further review.

A copy of the Public Comments Policy will be included in the agenda of each regular meeting agenda and will be made available at the speaker registration table. The policy is also available on the County's website.

**SAMPSON COUNTY WATER DISTRICT II
BOARD OF DIRECTORS**

ITEM ABSTRACT

ITEM NO. 6

Meeting Date: July 9, 2018	<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
	<input type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input checked="" type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
	<input type="checkbox"/>	Consent Agenda	<input checked="" type="checkbox"/>	Water District Issue

SUBJECT: Approval of Revised Water Shortage Response Plan

DEPARTMENT: Public Works

PUBLIC HEARING: No

CONTACT PERSON(S): Lin Reynolds, Public Works Director

PURPOSE: To re-approve the water shortage response plan, which has been revised per request of the NC Division of Water Resources

ATTACHMENTS: Revised Water Shortage Response Plan

BACKGROUND:

The Water Shortage Response Plan for Water District II was approved by the Board on May 21, 2018 and duly submitted to the State. They have requested small revisions to the plan, which is now re-presented for Board approval.

RECOMMENDED ACTION OR MOTION:

Approve revised Water Shortage Response Plan and adopt resolution evidencing approval



**APPROVAL OF WATER SHORTAGE RESPONSE PLAN
SAMPSON COUNTY WATER AND SEWER DISTRICT II**

(revisions approved July 9, 2018)

WHEREAS, North Carolina General Statute 143-355 (I) requires that each unit of local government that provides public water services or plans to provide such services shall, either individually or together with other such units of local government, prepare and submit a Water Shortage Response Plan; and

WHEREAS, as required by the statute and in the interests of sound local planning, a Water Shortage Response Plan for Sampson County Water District II has been developed and submitted to the Board of Directors of Sampson County Water and Sewer District II for approval; and

WHEREAS, the Board of Directors of Sampson County Water and Sewer District II finds that the Water Shortage Response Plan is in accordance with the provisions of North Carolina General Statute 143-355 (I) and that it will provide appropriate guidance for the future management of water supplies for Sampson County Water and Sewer District II, as well as useful information to the Department of Environment and Natural Resources for the development of a state water supply plan as required by statute;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Sampson County Water and Sewer District II that the Water Shortage Response Plan entitled *Sampson County WD II Water Shortage Response Plan*, dated May 3, 2010 and revised May 16, 2018, is hereby approved and shall be submitted to the Department of Environment and Natural Resources, Division of Water Resources; and

BE IT FURTHER RESOLVED that the Board of Directors of Sampson County Water and Sewer District II intends that this plan shall be revised to reflect changes in relevant data and projections at least once every five years or as otherwise requested by the Department, in accordance with the statute and sound planning practice.

~~This the XX day of May, 2018.~~ **This 9th day of July, 2018.**

Clark H. Wooten
Chairman, Board of Directors
Sampson County Water and Sewer District II

ATTEST:

Susan J. Holder, Clerk to the Board

**Water Shortage Response Plan Sampson
County WD II, North Carolina May 3, 2010;
Revised May 16, 2018**

The procedures herein are written to reduce potable water demand and supplement existing drinking water supplies whenever existing water supply sources are inadequate to meet current demands for potable water.

I. Authorization

The Sampson County Manager shall enact the following water shortage response provisions whenever the trigger conditions outlined in Section IV are met. In his or her absence, the Public Works Director will assume this role.

Ms. Edwin W. Causey Sampson
County Manager Phone: (910)
592-6308
E-mail: ecausey@sampsonnc.com

Mr. Linwood Reynolds, PE
Sampson County Public Works Director Phone:
(910) 592-0188
E-mail: lreynolds@sampsonnc.com

11. Notification

The following notification methods will be used to inform water system employees and customers of a water shortage declaration: employee e-mail announcements, notices at municipal buildings, notices in water bills. Required water shortage response measures will be communicated through the County website, (<http://www.sampsonnc.com>) *The Sampson Independent*, PSA announcements on local radio and cable stations. Declaration of emergency water restrictions or water rationing will be communicated to all customers by telephone.

III. Levels of Response

Five levels of water shortage response are outlined in the table below. The five levels of water shortage response are: voluntary reductions, mandatory reductions I and II, emergency reductions and water rationing. A detailed description of each response level and corresponding water reduction measures follow below.

Stage	Response	Description
1	Voluntary Reductions	Water users are encouraged to reduce their water use and improve water use efficiency; however, no penalties apply for noncompliance. Water supply conditions indicate a potential for shortage.
2	Mandatory Reductions I	Water users must abide required water use reduction and efficiency measures; penalties apply for noncompliance. Water supply conditions are significantly lower than the seasonal norm and water shortage conditions are expected to persist.
3	Mandatory Reductions II	Same as in Stage 2
4	Emergency Reductions	Water supply conditions are substantially diminished and pose an imminent threat to human health or environmental integrity.
5	Water Rationing	Water supply conditions are substantially diminished and remaining supplies must be allocated to preserve human health and environmental integrity.

In Stage 1, Voluntary Reductions, all water users will be asked to reduce their normal water use by 5%. Customer education and outreach programs will encourage water conservation and efficiency measures including: irrigating landscapes a maximum of one inch per week; preventing water waste, runoff and watering impervious surfaces; watering plants deeply to encourage root growth; washing only full loads in clothes and dishwashers; using spring-loaded nozzles on garden hoses; and identifying and repairing all water leaks.

In Stage 2, Mandatory Reductions I, all customers are expected to reduce their water use by 10% in comparison to their previous month's water bill. In addition to continuing to encourage all voluntary reduction actions, the following restrictions apply: irrigation is limited to a half inch per week between 8PM and 8AM; outdoor use of drinking water for washing impervious surfaces is prohibited; and all testing and training purposes requiring drinking water (e.g. fire protection) will be limited.

In Stage 3, Mandatory Reductions II, customers must continue actions from all previous stages and further reduce water use by 20% compared to their previous month's water bill. All non-essential uses of drinking water are banned and garden and landscape irrigation must be reduced to the minimum amount necessary for survival. Additionally, in Stage 3, a drought surcharge of 1.5 times the normal water rate applies.

In Stage 4, Emergency Reductions, customers must continue all actions from previous stages and further reduce their water use by 25% compared to their previous month's water bill. A ban on all use of drinking water except to protect public health and safety is implemented and drought surcharges increase to 2 times the normal water rate.

The goal of Stage 5, Water Rationing, is to provide drinking water to protect public health (e.g. residences, residential health care facilities and correctional facilities). In Stage 5, all customers are only permitted to use water at the minimum required for public health protection. Firefighting is the only allowable outdoor water use and pickup locations for distributing potable water will be announced according to Sampson County's Emergency Response Plan. Drought surcharges increase to 5 times the normal water rate.

IV. Triggers

The Sampson County WD II has two water sources. The Plainview District water source is the Cape Fear River via water purchases from the City of Dunn. The remainder of Sampson County WD II's water source is groundwater produced by Sampson County.

Plainview District (Surface Water)

Stage	River Operating Conditions
1	Target flow of Cape Fear River at the Lillington gage <225 cubic feet per second (cfs) for five (5) consecutive days.
2	Target flow of Cape Fear River at the Lillington gage < 200 cfs for five (5) consecutive days
3	Target flow of Cape Fear River at the Lillington gage < 175 cfs for five (5) consecutive days
4	Target flow of Cape Fear River at the Lillington gage < 150 cfs for five (5) consecutive days
5	Target flow of Cape Fear River at the Lillington gage <125 cfs for five (5) consecutive days
6	Target flow of Cape Fear River at the Lillington gage <100 cfs for five (5) consecutive days

Remainder of District II (Groundwater)

Stage	Well Operating Conditions
1	Pumping Time >10 hrs 20% reduction in seasonal normal distance from static water level and pump intake 20% increase pumping time for same output
2	Pumping Time >12 hrs 40% reduction in distance from static water level and pump intake 40% increase pumping time for same output
3	Pumping Time >14 hrs 60% reduction in distance from static water level and pump intake 60% increase pumping time for same output
4	Pumping Time >20 hrs 80% reduction in distance from static water level and pump intake
5	Water level at pump intake elevation

Return to Normal

When water shortage conditions have abated and the situation is returning to normal, water conservation measures employed during each phase should be decreased in reverse order of implementation. Permanent measures directed toward long-term monitoring and conservation should be implemented or continued so that the community will be in a better position to prevent shortages and respond to recurring water shortage conditions.

V. Enforcement

The provisions of the water shortage response plan will be enforced by Sampson County personnel and local law enforcement. Violators may be reported to the County phone line. Citations are assessed according to the following schedule depending on the number of prior violations and current level of water shortage.

Water Shortage Level	First Violation	Second Violation	Third Violation
Voluntary Reductions	N/A	N/A	N/A
Mandatory Reductions (Stages 2 and 3)	Warning	\$250	Discontinuation of Service
Emergency Reductions	\$250	Discontinuation of Service	Discontinuation of Service
Water Rationing	\$500	Discontinuation of Service	Discontinuation of Service

Drought surcharge rates are effective in Stages 3, 4 and 5.

VI. Public Comment

Customers will have multiple opportunities to comment on the provisions of the water shortage response plan. First, a draft plan will be available at County Office for customers to view. A notice will be included in customer water bill notifying them of such. Also a draft plan will be published in *The Sampson Independent* and on the County website. All subsequent revisions to the draft plan will be published at least 30 days prior to an adoption vote by Sampson County Commissioners.

VII. Variance Protocols

Applications for water use variance requests are available from the County Offices. All applications must be submitted to the County Office for review by the County Manager or his or her designee. A decision to approve or deny individual variance requests will be determined within two weeks of submittal after careful consideration of the following criteria: impact on water demand, expected duration, alternative source options, social and economic importance, purpose (i.e. necessary use of drinking water) and the prevention of structural damage.

VIII. Effectiveness

The effectiveness of the Sampson County WDII water shortage response plan will be determined by comparing the stated water conservation goals with observed water use reduction data. Other factors to be considered include frequency of plan activation, any problem periods without activation, total number of violation citations, desired reductions attained and evaluation of demand reductions compared to the previous year's seasonal data.

IX. Revision

The water shortage response plan will be reviewed and revised as needed to adapt to new circumstances affecting water supply and demand, following implementation of emergency restrictions, and at a minimum of every five years in conjunction with the updating of our Local Water Supply Plan. Further, a water shortage response planning work group will review procedures following each emergency or rationing stage to recommend any necessary improvements to the plan to the Sampson County Board of Commissioners. The Sampson County Public Works Director is responsible for initiating all subsequent revisions.