

LEE COUNTY

NORTH CAROLINA

Committed Today for a Better Tomorrow

REGULAR MEETING
OF THE
LEE COUNTY BOARD OF COMMISSIONERS
106 HILLCREST DRIVE
SANFORD, NORTH CAROLINA 27330

May 1, 2017
6:00 P.M.

A G E N D A

CALL TO ORDER – Amy Dalrymple, Chair

INVOCATION – Commissioner Dodson

PLEDGE OF ALLEGIANCE

I. ADDITIONAL AGENDA

II. APPROVAL OF CONSENT AGENDA (All items listed below are routine and will be approved by one motion. No separate discussion will be held except by a request of a member of the Board. Any item removed from the Consent Agenda will be considered individually as a part of the regular agenda).

A. Minutes from the April 17, 2017 Regular Meeting. (Pages 1-16)

III. PUBLIC COMMENTS

IV. OLD BUSINESS

V. NEW BUSINESS

A. Request to Appear before the Board of Commissioners – Victoria Whitt, Sandhills Center (Pages 17-42)

B. Request to Approve Renewal of Pre-Event Contract for Disaster Debris Management Services between Lee County and TAG Grinding Services, Inc. – Joe Cherry (Pages 43-78)

C. Additional State Revenue for STD Prevention in the Communicable Disease Program – Heath Cain (Pages 79-83)

D. 2016 State of the County Health (SCOTCH) Report – Heath Cain (Pages 84-95)

E. Request to Approve Resolution Authorizing the Sale of Property Located on Eagles Nest Drive – Whitney Parrish (Pages 96-105)

F. Consider meeting dates for Commissioners summer meeting schedule (July, August, and September). – Amy Dalrymple (Pages 106-109)

VI. MANAGERS' COMMENTS

VII. COMMISSIONERS' COMMENTS

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LEE COUNTY

NORTH CAROLINA

Committed Today for a Better Tomorrow

LEE COUNTY BOARD OF COMMISSIONERS

ITEM ABSTRACT

Meeting Date: May 1, 2017

ITEM NO. II. A.

Information
 Action Item
 Consent Agenda

SUBJECT: Minutes from the April 17, 2017 Regular Meeting

DEPARTMENT: Governing Body

CONTACT PERSON: Jennifer Gamble, Clerk to the Board

REQUEST: Approve Minutes from the April 17, 2017 Meeting

SUMMARY: A "draft" copy of the Minutes from the April 17, 2017 regular meeting has been prepared for approval. Once approved, Minutes will be recorded at the Lee County Register of Deeds' Office.

BUDGET IMPACT: N/A

ATTACHMENT(S): "Draft" copy of the April 17, 2017 Minutes

PUBLIC HEARING: No

PRIOR BOARD ACTION: N/A

RECOMMENDATION: Approve Minutes as presented

LEE COUNTY

NORTH CAROLINA

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MINUTES OF THE
REGULAR MEETING OF THE
LEE COUNTY BOARD OF COMMISSIONERS
106 HILLCREST DRIVE
SANFORD, NORTH CAROLINA 27330

APRIL 17, 2017

The regular meeting of the Board of Commissioners for the County of Lee, State of North Carolina, convened at 6:00 P.M. in the Commissioners Room, First Floor, Lee County Government Center, 106 Hillcrest Drive, Sanford, North Carolina, on said date. Commissioners present when the meeting was called to order were Amy M. Dalrymple, Larry "Doc" Oldham, Robert T. Reives, Cameron W. Sharpe, and Timothy S. Sloan.

Chair Dalrymple called the meeting to order and the following business was transacted:

Commissioner Oldham delivered the invocation.

The Pledge of Allegiance was recited.

APPROVAL OF AGENDA

The Board considered changes/additions to the Agenda. Commissioner Reives requested a discussion on HB 13 from the County Manager. County Manager John Crumpton stated he would add this topic under his report as a budget item. With no other changes made, Commissioner Sloan moved to approve the *Agenda*. Upon a vote, the results were as follows:

Aye: Dalrymple, Oldham, Reives, Sharpe, Sloan

Nay: None

Absent: Dodson, Knecht

The Chair ruled the motion had been adopted unanimously.

Commissioner Oldham moved to approve the *Consent Agenda*, which consisted of the following items:

- Minutes from the April 3, 2017 Regular Meeting
- Minutes from the April 3, 2017 Closed Session Meeting
- Tax releases and refunds for March 2017

Upon vote, the results were as follows:

Aye: Dalrymple, Oldham, Reives, Sharpe, Sloan

Nay: None

Absent: Dodson, Knecht

The Chair ruled the motion had been adopted unanimously.

PUBLIC COMMENTS

Pursuant to General Statute § 152A-52.1, Chair Dalrymple opened the floor for *Public Comments*. No one signed up to speak during the *Public Comments* section of the meeting.

OLD BUSINESS

Request to Appear

Jeff Cashion and Lynn Dahnke with the North Carolina Real Estate Appraisers Association (NCREAA) submitted a request to appear before the Board to provide information and discussion regarding Senate Bill 363. Lynn Dahnke, President of the NCREAA, explained that there were certain misconceptions raised by the bill concerning an appraiser's discretion to execute an appraisal. She provided that all appraisers are ethically governed by the Uniform Standards of Professional Appraisal Practice which provides a code of conduct all appraisers must comply with in executing appraisals. This code also prevents appraisers from providing appraisals on types of properties they are unfamiliar or not competent to provide an appraisal for. Commissioner Dalrymple raised concerns regarding the legislation's effect on counties, and how it could allow those individuals who want to challenge their appraisal and can afford it to benefit from a private appraisal. No action was taken.

Sale of Surplus Property located on Osgood Road, PIN # 9665-16-1354

County Attorney Whitney Parrish requested authorization for the sale of property to Laneice Smith for the purchase of property on Osgood Road, PIN # 9665-16-1354, in Lee County, North Carolina. The County acquired the property by a Sheriff's Deed in 1996. The total amount of fees and taxes owed on the property is \$484.53, and the taxable value is \$3,700.00. Laneice Smith submitted an offer to purchase the property in the amount of \$484.53. She has paid the requisite deposit and advertising costs. Her offer was advertised in The Sanford Herald on March 24, 2017 and no upset bids were received during the upset bid period. Commissioner Reives moved to approve the sale of the property to Laneice Smith, a copy of the Final Resolution Authorizing the Sale of Property

Located on Osgood Road is attached to these minutes and by this reference made a part hereof. Upon a vote, the results were as follows:

Aye: Dalrymple, Oldham, Reives, Sloan, Sharpe
Nay: None
Absent: Dodson, Knecht

The Chair ruled the motion had been adopted unanimously.

Sale of Surplus Property located on Osgood Road, PIN # 9665-16-1468

County Attorney Whitney Parrish requested authorization for the sale of property to Laneice Smith for the purchase of property on Osgood Road, PIN # 9665-16-1468, in Lee County, North Carolina. The County acquired the property by a Sheriff's Deed in 1993. The total amount of fees and taxes owed on the property is \$567.30 and the taxable value is \$3,500.00. Laneice Smith submitted an offer to purchase the property in the amount of \$567.30. She has paid the requisite deposit and advertising costs. Her offer was advertised in The Sanford Herald on March 24, 2017 and no upset bids were received during the upset bid period. Commissioner Reives moved to approve the sale of the property to Laneice Smith, a copy of the Final Resolution Authorizing the Sale of Property Located on Osgood Road is attached to these minutes and by this reference made a part hereof. Upon a vote, the results were as follows:

Aye: Dalrymple, Oldham, Reives, Sloan, Sharpe
Nay: None
Absent: Dodson, Knecht

The Chair ruled the motion had been adopted unanimously.

Resolution Authorizing the County of Lee in a Joint Effort with the City of Sanford to Apply for a Parks and Recreation Trust Fund Grant for Improvements to Kiwanis Family Park

County Attorney Whitney Parrish requested approval of a resolution authorizing the County of Lee in a joint effort with the City of Sanford to apply for a parks and recreation trust fund grant for improvements to Kiwanis Family Park. The Lee County Board of Commissioners, at its regular meeting on April 3, 2017, approved a Memorandum of Understanding with the City of Sanford outlining the details of transferring portions of Kiwanis Park to the City. The City presented a site-specific plan for the park, which includes adding new improvements, such as a splash pad, and updating existing features. The City is also applying for a Parks and Recreation Trust Fund Grant to help fund the project. Since the transfer of the land will not be completed before the application needs to be turned in, the City has requested the County join in the application as the current owner of the land. The resolution outlines the intent of the County to donate the land and authorizes the Chair to sign any necessary documents and application and also demonstrates the willingness of the County and City to work together on this project. Commissioner Reives moved to approve the resolution, a copy of which is attached to these Minutes and by this reference made a part hereof. Upon a vote, the results were as follows:

Aye: Dalrymple, Oldham, Reives, Sloan, Sharpe
Nay: None
Absent: Dodson, Knecht

The Chair ruled the motion had been adopted unanimously.

Colon Rd Water Project Capital Project Budget Ordinance

Finance Director Lisa Minter requested approval of a Capital Project Budget Ordinance for the Colon Road Water Project. In November 2016, the County approved an interlocal agreement with the City of Sanford for a loan of \$350,000 for the County to develop, design, construct, and complete waterlines in the area of Colon Road, Birchard Road, and Hawkinberry Lane. The ordinance establishes a capital project account for the revenues and expenses of the project. Commissioner Reives moved to approve the Colon Road Water Project Capital Project Budget Ordinance, a copy of which is attached to these minutes and by this reference made a part hereof. Upon a vote, the results were as follows:

Aye: Dalrymple, Oldham, Reives, Sloan, Sharpe
Nay: None
Absent: Dodson, Knecht

The Chair ruled the motion had been adopted unanimously.

Budget Amendment #04/17/17/14

Finance Director Lisa Minter presented budget amendment # 04/17/17/14 for the Board's consideration. Lisa Minter stated that the amendment will appropriate \$266,270.00 from fund balance for OT Sloan Pool upgrades. \$58,545.00 is for the filtration system, \$47,725.00 is for the heating system, \$145,000 is for the bulkhead, and \$15,000 is for consultant fees. Commissioner Sloan moved to approve Budget Amendment #04/17/17/14, a copy of which is attached to these minutes and by this reference made a part hereof. Upon a vote, the results were as follows:

Aye: Dalrymple, Oldham, Reives, Sharpe, Sloan
Nay: None
Absent: Dodson, Knecht,

The Chair ruled the motion had been adopted unanimously.

March 2017 Financial Report

Finance Director Lisa Minter provided the monthly financial report for March 2017. She reminded the Board that sales tax revenues run three months behind. Tax collections through March 2017 are 1.31% ahead of the same period last year. Sales tax revenues through December 2016 have been posted, and we are at 51.47% of our budget figure. In reviewing expenditures, the percentage used target is 75.00%. Only a few departments are exceeding the target as of the end of March, which include Governing Body, Elections, and Medical Examiner. No action was taken.

County Manager's Monthly Report for April 2017

County Manager John Crumpton presented his Monthly Report for April 2017, a copy of which is attached to these Minutes and by this reference made a part hereof. No action was taken.

Per Commissioner's Reives request at the beginning of the meeting, County Manager Crumpton provided information on the school budget and House Bill 13. While the school budget has not yet been received and is not due until May 15, the current County budget for FY 2017-2018 is out of balance by approximately \$2.6 million. The County is trying to plan for the debt that will come with the new elementary school. If House Bill 13 passes, the ability to absorb the financial impact of mandates for additional teachers and classrooms will be tough issues to address.

With no further business to come before the Board, Commissioner Oldham moved to adjourn the meeting. Upon a vote, the results were as follows:

Aye: Dalrymple, Oldham, Reives, Sharpe, Sloan

Nay: None

Absent: Dodson, Knecht

The Chair ruled the motion had been adopted unanimously and the meeting adjourned at 7:07 P.M.

Amy M. Dalrymple, Chair
Lee County Board of Commissioners

ATTEST:

Jennifer Gamble, Clerk to the Board

LEE COUNTY

NORTH CAROLINA

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FINAL RESOLUTION AUTHORIZING THE SALE OF PROPERTY LOCATED ON OSGOOD ROAD

WHEREAS, the County of Lee owns a certain vacant parcel located on Osgood Road, PIN number 9665-16-1354-00, in Lee County, North Carolina, as shown on a deed recorded in Deed Book 573, Page 496, in the office of the Register of Deeds for Lee County, to which the record thereof reference is hereby made for more complete description; and,

WHEREAS, the taxable value of the property is \$3,700.00; and,

WHEREAS, the above-referenced property was conveyed to the County as the result of a Sheriff's sale; and,

WHEREAS, the amount of fees and taxes owed on the property as the result of such sale is \$484.53; and,

WHEREAS, North Carolina General Statutes §§ 153A-176 and 160A-269 permit the County to sell property by upset bid, after receipt of an offer to purchase the property; and,

WHEREAS, the County of Lee proposes to dispose of the above described property as it is surplus to the County's needs; and,

WHEREAS, the County received an offer submitted by Laneice Smith ("Offeror") to purchase the property described above in the amount of \$484.53, plus any advertising costs; and,

WHEREAS, Offeror has paid to the County Clerk the required 5 percent (5%) deposit on its offer; and,

WHEREAS, the Lee County Board of Commissioners accepts the offer of \$484.53 or any higher, upsetting offer, subject to the upset bid procedure.

WHEREAS, at its regular meeting on March 20, 2017, the Lee County Board of Commissioners accepted the offer of \$484.53 and such offer was advertised in *The Sanford Herald* on March 24, 2017; and

WHEREAS, no further upset bids were received during the 10-day upset bid period and the original offer from Laneice Smith is the final and highest bid received.

NOW, THEREFORE, BE IT RESOLVED by the Lee County Board of Commissioners as follows:

1. The Lee County Board of Commissioners authorizes the sale of the property described above through the upset bid procedure of North Carolina General Statute §160A-269.

2. The terms of the final sale are as follows:
 - a. The buyer must pay with cash, cashier's check or certified check at the time of closing.
 - b. The property will be sold "as is" with no conditions placed on the bid.
 - c. Title to the subject property shall be transferred to the buyer by a non-warranty deed.

3. The County Manager and appropriate County officials are authorized to execute the instruments necessary to convey the property.

Dated this the ____ day of April, 2017.

Amy M. Dalrymple, Chair
Lee County Board of Commissioners

ATTEST:

Jennifer Gamble, Clerk
Lee County Board of Commissioners



**FINAL RESOLUTION AUTHORIZING THE SALE OF PROPERTY
LOCATED ON OSGOOD ROAD**

WHEREAS, the County of Lee owns a certain vacant parcel located on Osgood Road, PIN number 9665-16-1468-00, in Lee County, North Carolina, as shown on a deed recorded in Deed Book 496, Page 306, in the office of the Register of Deeds for Lee County, to which the record thereof reference is hereby made for more complete description; and,

WHEREAS, the taxable value of the property is \$3,500.00; and,

WHEREAS, the above-referenced property was conveyed to the County as the result of a Sheriff's sale; and,

WHEREAS, the amount of fees and taxes owed on the property as the result of such sale is \$567.30; and,

WHEREAS, North Carolina General Statutes §§ 153A-176 and 160A-269 permit the County to sell property by upset bid, after receipt of an offer to purchase the property; and,

WHEREAS, the County of Lee proposes to dispose of the above described property as it is surplus to the County's needs; and,

WHEREAS, the County received an offer submitted by Laneice Smith ("Offeror") to purchase the property described above in the amount of \$567.30, plus any advertising costs; and,

WHEREAS, Offeror has paid to the County Clerk the required 5 percent (5%) deposit on its offer; and,

WHEREAS, the Lee County Board of Commissioners accepts the offer of \$567.30; and

WHEREAS, at its regular meeting on March 20, 2017, the Lee County Board of Commissioners accepted the offer of \$567.30 and such offer was advertised in *The Sanford Herald* on March 24, 2017; and,

WHEREAS, no further upset bids were received during the 10-day upset bid period and the original offer of Laneice Smith is the final and highest bid received.

NOW, THEREFORE, BE IT RESOLVED by the Lee County Board of Commissioners as follows:

1. The Lee County Board of Commissioners authorizes the sale of the property described above through the upset bid procedure of North Carolina General Statute §160A-269.

2. The terms of the final sale are as follows:

- a. The buyer must pay with cash, cashier's check or certified check at the time of closing.
- b. The property will be sold "as is" with no conditions placed on the bid.
- c. Title to the subject property shall be transferred to the buyer by a non-warranty deed.

3. The County Manager and appropriate County officials are authorized to execute the instruments necessary to convey the property.

Dated this the ____ day of April, 2017.

Amy M. Dalrymple, Chair
Lee County Board of Commissioners

ATTEST:

Jennifer Gamble, Clerk
Lee County Board of Commissioners



**RESOLUTION AUTHORIZING THE COUNTY OF LEE IN A JOINT EFFORT WITH
THE CITY OF SANFORD TO APPLY FOR A PARKS AND RECREATION TRUST
FUND GRANT FOR IMPROVEMENTS TO KIWANIS FAMILY PARK**

WHEREAS, Lee County owns certain parcels of land with PIN numbers of 9642-17-2197-00, 9642-17-7339-00, 9642-17-8782-00, 9642-27-1386-00, 9642-27-2369-00; and 9642-27-3029-00; and

WHEREAS, the above mentioned parcels of land comprise a portion of Kiwanis Family Park, which is currently owned and operated by Lee County; and

WHEREAS, Lee County has agreed to donate portions of the above parcels to the City of Sanford in order for the City of Sanford to expand parks and recreation for both City and County residents; and

WHEREAS, the City of Sanford and Lee County have executed a Memorandum of Understanding regarding the transfer of the property and outlining the agreement that the City will be responsible for all of the maintenance of the land and improvements once the land has been transferred; and

WHEREAS, it is the intention of the Lee County Board of Commissioners to join in the application for Parks and Recreation Trust Fund (PARTF) grant funding with the City of Sanford; and

WHEREAS, the Lee County Board of Commissioners authorize the Chair to sign the necessary documents for the PARTF grant application after review by the County Attorney.

NOW THEREFORE BE IT RESOLVED BY THE LEE COUNTY BOARD OF COMMISSIONERS THAT:

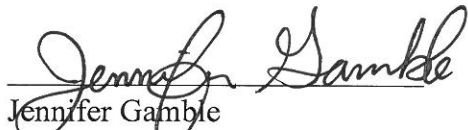
Lee County jointly with the City of Sanford, requests PARTF funding for improvements to certain parcels of land currently owned by Lee County at Kiwanis Family Park. It is the intention of Lee County to donate certain parcels to the City to construct and maintain the improvements. Lee County authorizes the Chair to execute any documents needed for the PARTF grant application once reviewed by the County Attorney.

Adopted this 17th day of April, 2017.



Amy M. Dalrymple, Chair
Lee County Board of Commissioners

Attest:



Jennifer Gamble
Clerk to the Board

COUNTY OF LEE, NORTH CAROLINA
COLON ROAD WATER PROJECT
CAPTIAL PROJECT BUDGET ORDINANCE

BE IT ORDAINED by the Lee County Board of Commissioners that the following budget for the COLON ROAD WATER PROJECT is hereby approved and adopted:

Section 1: The following amounts are hereby appropriated for the Colon Road Water Project for the period April 1, 2017 to December 31, 2018, according to the following schedule and summary.

Section 2: That for said project period there is hereby appropriated the following:

REVENUE	
SOURCE	AMOUNT
Loan from City of Sanford	<u>\$ 350,000</u>
TOTAL PROJECT REVENUES	\$ 350,000
EXPENSE	
SOURCE	AMOUNT
Water Line Construction	<u>\$ 350,000</u>
TOTAL PROJECT EXPENSES	\$ 350,000

Section 3. Funds that have been advanced, or may be advanced, from the General Fund for project cost are intended to be reimbursed from the financing proceeds.


Section 4. Copies of this budget shall be furnished to the Finance Officer of Lee County, North Carolina, to be kept on file for direction in collection of revenue and expenditures of amounts appropriated.

Section 5. The adoption of this capital project ordinance is intended as a declaration of this unit's official intent to reimburse project expenditures from financing proceeds.

ADOPTED this 17th day of April, 2017.


Amy M. Dalrymple, Chair

Attest:


Jennifer Gamble, Clerk to the Board

MEMO TO: LEE COUNTY BOARD OF COMMISSIONERS
FROM: JOHN A CRUMPTON, LEE COUNTY MANAGER
SUBJECT: BUDGET AMENDMENT:#04/17/17/14
DATE: April 17, 2017

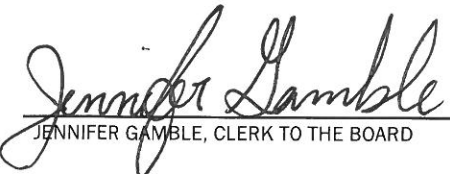
SECTION I. THE FOLLOWING GENERAL FUND (1100) *REVENUE INCREASES* ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
General Fund Balance	1100-3990-39900	Fund Balance Appropriated	3,334,091	266,270	3,600,361
		TOTAL CHANGES		<u>266,270</u>	

SECTION II. THE FOLLOWING GENERAL FUND (1100) *EXPENSE INCREASES* ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
General Services	1100-4262-46200	Building Improvements	326,325	266,270	592,595
		TOTAL CHANGES		<u>266,270</u>	


AMY M. DALRYMPLE, CHAIR


JENNIFER GAMBLE, CLERK TO THE BOARD

County Manager's Report – April 17, 2017

Ongoing Projects

San Lee Park – We have had several meetings with our contractor, CSI, and our architect, H & H Architecture concerning the project. The main issues are why the project has gotten behind and if we can get back on schedule for a June 1st completion. The bottom line is the project will be delayed for up to 45 days. The manufacturer is no longer making the HVAC system that was designed for the building. This has required the architect and their mechanical engineer to develop a new solution. This has been done and the contractor has ordered the equipment and material. However, the delay has put the project behind. The interior walls cannot be completed until the HVAC system is in place. This will change the completion date sometime the first two weeks of July. Staff continues to work on other areas of the park and all programs will go on as planned this summer.

Old Bowling Alley & Historic Courthouse – General Services is in the final phases of completion of this project. We should complete this work in early June. We hope to have Adult Probation in the facility by the start of the new fiscal year. In another development, the Register of Deeds has offered to consider moving into the remaining space in the old bowling alley. There is approximately 4200 square feet of space this office could use. The main issue is building a vault with the building. If this move could occur, the space that will be opened up in the new courthouse would offer the Clerk of Court and District Attorney the additional space they are have asked the commissioners to consider. This will leave the first floor of the Historic Courthouse available for use. Due to the significant changes that will be occurring, I believe we need to hire an architect to develop plans for these three areas. This request will be part of the upcoming budget process.

OT Sloan Pool – We are quickly moving forward with getting the pool open for the upcoming summer season. Painting of the pools began on Thursday April 13. The new filtration tanks and heaters should be ready for installation around May 1.

Colon Road Water – The Contract has been signed with McGill and associates. They have begun the survey of property owners in the area. We are working on a solid time line for this project. We hope to present this to the Commissioners at our May 1 meeting.

Other Items

Inter-local Government Committee Meeting – The quarterly Inter-local Government Committee Meeting was held on Monday April 10 in the Gordon Wicker Room. Representatives from the City of Sanford, Town of Broadway and Lee County attended.

A copy of the agenda is attached. In addition, the committee discussed the issue of pet licensing with Health Director Heath Cain. This item was not on the agenda, but was an item the City was going to discuss at their Tuesday April 11 workshop meeting. Attached you will find several reports that Mr. Cain handed out at the meeting concerning animal adoption at the shelter. In addition, please find information that Marshall Downey handed out in regards to transportation projects in Lee County.

FY 2017-18 Fiscal Year Budget Development – All department and outside agency requests have been reviewed, except for the Board of Education request. The BOE has until May 15 to submit their request. Until we get this request, the manager's recommended budget cannot be presented to the Commissioners. This is why I have proposed a budget meeting on Monday May 22. This will give me the opportunity to present the budget to the commissioners and have the first workshop on the budget. Based on significant changes to their budgets, I am recommending that the Board meet with CCCC, DSS, and Parks and Recreation at a minimum.

Reports

Building Inspections Report – Please find attached the March Building Inspections Report.

Community Development/Activity Summary – The March report is attached.

Tax Report – Please find attached the Tax Collection Summary Report for March.

Upcoming Meetings/Events:

April 20 – NCACC District Meeting – Sanford, NC – 5:30 pm.

May 1 – Commissioners Regular Monthly Meeting - 6:00 pm.

May 10 – NCACC Legislative Day – Raleigh, NC – All Day.

May 15 – Commissioners Regular Monthly Meeting – 6:00 pm.

May 22 - Budget Meeting – 6:00 pm

LEE COUNTY

NORTH CAROLINA

Committed Today for a Better Tomorrow

LEE COUNTY BOARD OF COMMISSIONERS

ITEM ABSTRACT

Meeting Date: May 1, 2017

ITEM NO. V. A.

Information
 Action Item
 Consent Agenda

SUBJECT: Budget Funding Request and Program Update for Sandhills Center

DEPARTMENT: Sandhills Center

CONTACT PERSON: Victoria Whitt, CEO, Sandhills Center

REQUEST: Budget Funding Request and Program Updates

SUMMARY: Victoria Whitt, CEO of the Sandhills Center has provided the required paperwork to appear before the Board and present the Sandhills Center budget funding request for the upcoming year and present program updates.

BUDGET IMPACT: N/A

ATTACHMENT(S):

- 1) Request to Appear before the Board
- 2) March 15, 2017 funding request letter to the County Manager
- 3) Lee County Members Served – April 2017
- 5) Annual Community Report
- 6) Quarterly Community Report- January 2017

PUBLIC HEARING: No

PRIOR BOARD ACTION: N/A

RECOMMENDATION: Information Only

COUNTY OF LEE

REQUEST TO APPEAR BEFORE THE BOARD OF COMMISSIONERS

According to adopted rules of procedure, any individual who wishes to appear before the Board of Commissioners must complete this request form and submit it no later than six (6) working days prior to the date of the scheduled meeting. Your request should be specific and provide sufficient information which will allow the Board to consider the matter. Copies of any supporting material should be included with this request form. Individuals requesting to appear on the agenda will be granted a maximum of ten (10) minutes to make their presentation.

Name: Victoria Whitt, CEO, Sandhills Center

Address: PO Box 9, West End, NC 27376

Telephone Number: 910-673-9111

E-mail Address: victoriw@sandhillscenter.org

Date of Meeting You Wish to Appear At: May 1, 2017

Please describe in detail the matter you would like to discuss:

To discuss FY 17-18 County General Funding and Program Update



Signature

3-20-17

Date

Please deliver your request to: County of Lee, Clerk to the Board, 106 Hillcrest Drive, PO Box 1968, Sanford, NC 27331-1968.

Mailed requests must be postmarked no later than six (6) days prior to the scheduled meeting.



SANDHILLS CENTER

Managing Mental Health, Intellectual/Developmental Disabilities and Substance Abuse Services
910-673-9111 (FAX) 910-673-6202 www.sandhillscenter.org Victoria Whitt, CEO

March 15, 2017

Mr. John Crumpton
Lee County Manager
PO Box 1968
Sanford, NC 27331

Dear Mr. Crumpton:

During its March 14th meeting, the Sandhills Center Board of Directors discussed the issue of our County General Budget Request from our nine (9) constituent counties for FY 17 – 18.

Based on a review of the current fiscal situation that impacts our State and counties, it was decided that the Center would not request an increase in County General Funding from Lee County. This continues our practice of not requesting an increase for the past 13 years.

Importantly, all county funding received is directed in support of local County Behavioral Health Urgent Care Centers and other county designated services/programs.

FY 16 – 17 Current County General Allocation: \$ 240,000

FY 17 – 18 Funding Request

- **County General Request: \$ 240,000**
- **Total FY 17 – 18 County General Request: \$ 240,000**

Note: See Attached County General Funding Chart.

Since beginning the management of Medicaid service dollars in December 2012, Sandhills Center has realized savings and has made a commitment to reinvest those savings in the community.

- One of the ways savings have been reinvested is through increases in the Medicaid rate for services provided. Sandhills Center has increased Medicaid rates for several services including Outpatient, Physician Evaluation and Management, Inpatient, Residential, ACTT, Day Programs, and IDD services.
- Along with the Medicaid service rate increases, our local behavioral health urgent care center providers (Daymark Recovery, Inc., Monarch, RHA) continue to operate an “open access” scheduling model that allows for faster appointments and reduced ‘no show’ rates. Additionally, they have continued their focus to identify consumers who are potentially eligible for Medicaid and have worked with those individuals to complete the Medicaid eligibility process to leverage Medicaid reimbursement when possible.

P.O. Box 9, West End, NC 27376
24-Hour Access to Care Line: 1-800-256-2452
TTY: 1-866-518-6778 or 711
Serving Anson, Guilford, Harnett, Hoke, Lee, Montgomery,
Moore, Randolph & Richmond counties



During the past year, Sandhills Center has worked with county and community representatives from each of our nine (9) constituent counties to identify high priority needs and projects at the county level. We have been able to reallocate local funds and commit LME/MCO reinvestment savings into the following projects for Lee County:

- Guardianship for DSS
- Public Health / Mental Health Co-Location
- Crisis Intervention Training – May 15-19, 2017, Refresher course September 18, 2017
- Scheduling Mental Health First Aid trainings for County staff

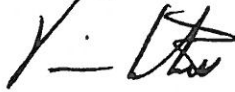
Sandhills Center staff and I will continue to meet with County Managers and others to review the use of current County allocations and to identify behavioral health service areas in the County that may have been underserved and identify how available funding could be used to impact those areas.

We will be working with the Clerk to the Board to schedule an opportunity to present a program update and the budget request to your County Commissioners within the next few months.

Thank you for your continued support of Sandhills Center and the services we manage. The Sandhills Center's Board of Directors and staff are committed to providing the citizens of Lee County with quality, cost-effective services.

We appreciate the County's contribution to behavioral health services and appreciate partnering with you to improve access and availability of quality services in the local community.

Sincerely,



Victoria Whitt
Chief Executive Officer

Attachments

cc: Mr. Kevin Dodson, Lee County Commissioner
Ms. Lisa Minter, Lee County Finance Officer

Sandhills Center County Contributions FY 16 – 17

COUNTY	JULY 2016 GENERAL POPULATION	FY 16 – 17 COUNTY GENERAL CONTRIBUTION	FY 16 – 17 USE OF COUNTY GENERAL CONTRIBUTION	FY 16 – 17 IN-KIND CONTRIBUTIONS	FY 16 – 17 COUNTY GENERAL PER CAPITA CONTRIBUTION	FY 17 – 18 Requested County General Contribution
Anson	26,466	\$55,000	*BHUCC – Behavioral Health Urgent Care Center Wadesboro BHUCC*	NA	2.07	\$55,000
Guilford	520,398	\$9,674,000	1) Crisis/Emergency Services and Medication Management in Greensboro and High Point (\$7,310,186) 2) Substance Abuse Services (Residential and Detoxification) (\$2,363,814)	\$1,244,617 Use of three county buildings for provider services and LME/MCO operations	18.59 20.98 (with in-kind)	\$9,674,000
Harnett	130,243	\$199,679	Buies Creek BHUCC	\$183,700 1) Use of three county buildings for provider services and LME/MCO operations 2) County member transportation to IDD Day Program	1.53 2.94 (with in-kind)	\$199,679
Hoke	52,440	\$58,000	Raeford BHUCC	NA	1.10	\$58,000
Lee	59,211	\$240,000	Sanford BHUCC	\$64,400 Use of two county buildings for provider services and LME/MCO operations	4.08 5.14 (with in-kind)	\$240,000

COUNTY	JULY 2016 GENERAL POPULATION	FY 16 - 17 COUNTY GENERAL CONTRIBUTION	FY 16 - 17 USE OF COUNTY GENERAL CONTRIBUTION *BHUCC - Behavioral Health Urgent Care Center	FY 16 - 17 IN-KIND CONTRIBUTIONS	FY 16 - 17 COUNTY GENERAL PER CAPITA CONTRIBUTION	FY 17 - 18 Requested County General Contribution
Montgomery	27,864	\$60,775	Troy BHUCC	\$30,078	2.18	\$60,775
Moore	95,327	\$350,890	1)Pinehurst BHUCC (\$179,353 which includes \$13,250 in ABC funds) 2) Six MH/IDD/SA Non-Profits (\$171,537) • Bethesda \$20,684 • Drug-Free \$7,489 • Monarch \$47,788 • ARC of Moore \$15,692 • Northern Moore \$9,986 • Sandhills Children Center \$69,898 3) SA Grant - Prescription Drug Abuse (\$21,629)	Use of one county building for provider services NA	3.20 (with in-kind) 3.68	\$350,890
Randolph	144,254	\$742,600	Asheboro and Archdale BHUCCs	\$101,400 - effective January 1, 2016 - December 30, 2016 Use of one county building for provider services and LME/MCO operations (Sandhills Center has purchased the building to house the new Facility Based Crisis Services program)	5.14	\$844,000 See Note Below

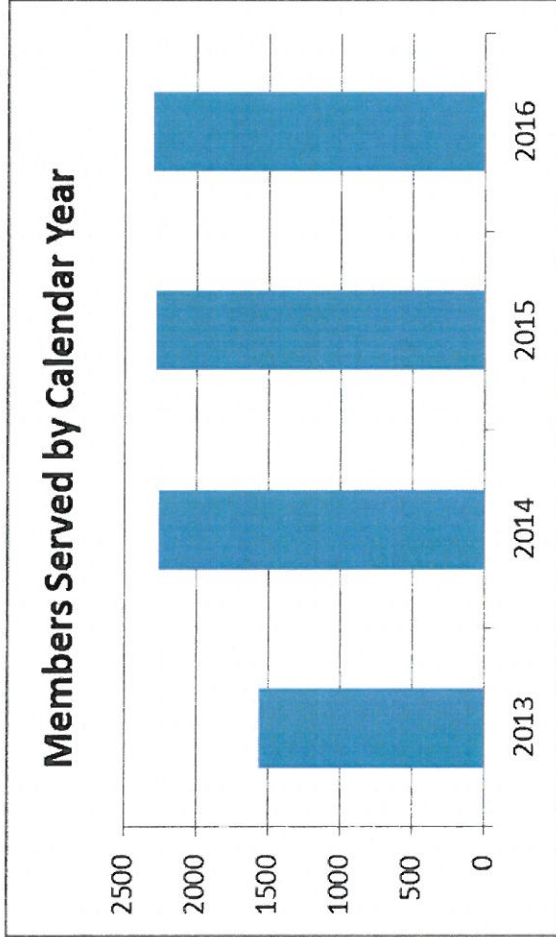
COUNTY	JULY 2016 GENERAL POPULATION	FY 16 - 17 COUNTY GENERAL CONTRIBUTION	FY 16 - 17 USE OF COUNTY GENERAL CONTRIBUTION *BHUCC - Behavioral Health Urgent Care Center Rockingham BHUCC	FY 16 - 17 IN-KIND CONTRIBUTIONS	FY 16 - 17 COUNTY GENERAL PER CAPITA CONTRIBUTION	FY 17 - 18 Requested County General Contribution
Richmond	45,484	\$142,500		NA	3.13	\$142,500
TOTAL	1,101,687	\$11,523,444		\$1,522,795	10.45	\$11,624,844
					11.84 (with in-kind)	

Note: As reflected in the discussion with Randolph County Commissioners and County officials on Nov 8, 2016 and the subsequent letter to the Randolph County Manager on November 14, 2016, Sandhills Center requests that the Randolph County Commissioners consider an increase of \$101,400 in County General Funding in recognition of the increased behavioral health crisis services to be provided to the community through the Daymark 24/7 Facility Based Crisis Services program.

Population Date - Office of NC State Budget and Management

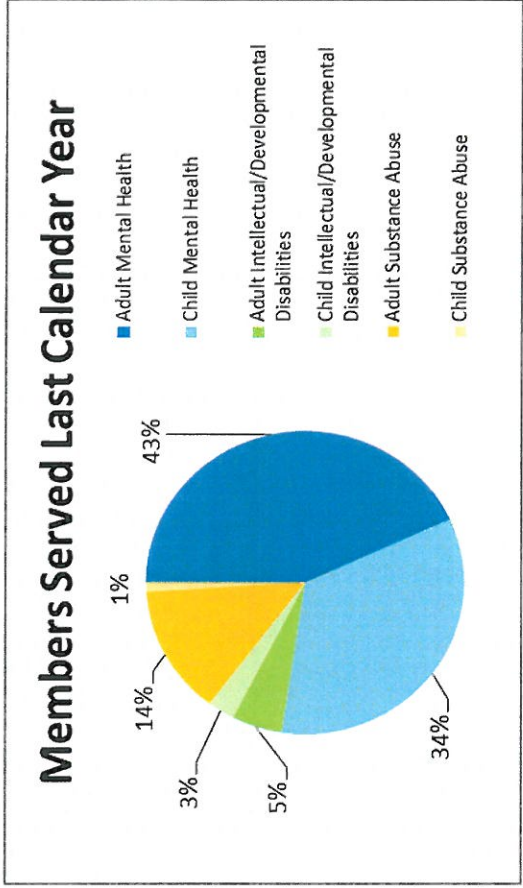
Lee County Members Served

April 2017



Most Frequent Behavioral Health Services Received Last Calendar Year

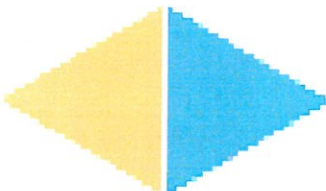
Service	Amount Paid
Innovations Services (\$12,531,179 total)	
Innovations Services	\$3,665,775
Intermediate Care Facilities	\$2,827,726
Outpatient Services	\$1,710,924
Behavioral Health Long Term Residential	\$948,686
Intensive In-Home Services	\$836,867
Inpatient Hospitalization	\$742,741
Psychiatric Residential Treatment Facilities	\$673,905
Psychosocial Rehabilitation	\$168,412



Highest Serving Behavioral Health Providers Last Calendar Year

Provider	Members Served
(245 providers serving local members)	
Daymark Recovery Services	942
VC and Associates, Inc.	284
Advanced Behavioral Center, Inc.	174
Central Carolina Hospital	116
Carolina Behavioral Care, P.A.	112
Heartfelt Alternatives, Inc.	109
New Beginnings Counseling Services, PLLC	94





ANNUAL COMMUNITY REPORT

DECEMBER 2016



**SANDHILLS
CENTER**



Board of Directors

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VICE CHAIR

Commissioner Kay Cashion

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Commissioner Ross Streater
Priscilla Little

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RICHMOND COUNTY

Commissioner Thad Ussery
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PROVIDER COUNCIL REPRESENTATIVE

Jan Herring

HOSPITAL REPRESENTATIVE

Bill Larrison

A message from the CEO

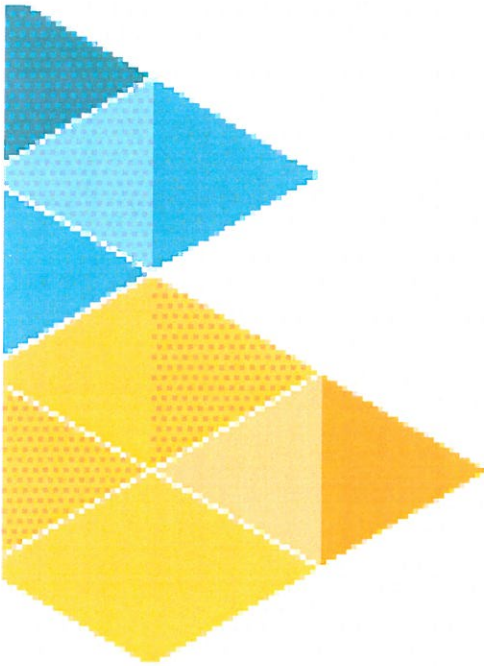
Welcome to the 2016 edition of the Sandhills Center Annual Report. A common theme throughout the calendar year was the effort to reinvest savings toward the future.

Throughout the year, there were many examples of ways that we reinvested savings for the benefit of members, network providers and our community at large.

- ▶ We invested savings back into our nine-county region through rate increases, on more than one occasion, for providers of specific services. This reinvestment helps to ensure that members receive the highest quality services available.
- ▶ We expanded our training calendar to support Crisis Intervention Team (CIT) certification, thereby giving police officers and other first responders the tools needed to handle behavioral health crises.
- ▶ We began the process of opening a centrally-located facility-based crisis center within the catchment area.
- ▶ We invested in Access2Care, an online resource for all residents within the service area. Access2Care allows for greater access to behavioral health self-assessment and referrals, thereby increasing knowledge of services that are available to assist.
- ▶ We increased our support and education to the provider network as they come on board to Sandhills Center's integrated care model to coordinate physical and mental healthcare for more successful outcomes for the whole person.
- ▶ We made significant investments in growing relationships that are critical to Sandhills Center's work. We know these partnerships with stakeholders make it possible for us to take on important issues such as access to services, crisis prevention and more. Because of such collaboration, Sandhills Center and our partners in Moore County were recognized with an advocacy and public awareness award from a statewide organization.

As we enter our fifth year as a local management entity-managed care organization (LME-MCO) in 2017, we want to thank our community stakeholders -- our members and families, network of providers, state and local leaders, and the citizens of Anson, Guilford, Harnett, Hoke, Lee, Montgomery, Moore, Randolph and Richmond counties for their continued support. We especially wish to thank our Consumer & Family Advisory Committee (CFAC) and Board of Directors members for their invaluable leadership. We also offer thanks to the talented and dedicated staff who make it possible for Sandhills Center to fulfill its mission each day, thereby improving the lives of individuals and families throughout central North Carolina.


Chief Executive Officer
Sandhills Center



Reinvesting savings in services

Throughout 2016, Sandhills Center reinvested savings into various critical services. These increases reinforce Sandhills Center's commitment to reinvesting 1915 (b)/(c) Medicaid Waiver savings into community-based services.

In February, reimbursement rates were increased for Behavioral Health Long-Term Residential services (5 percent), Psychiatric Residential Treatment Facility services (5 percent), Community Support Team services (15 percent), Psychosocial Rehabilitation services (8 percent), Opioid Treatment Services (13 percent).

At the time, Sandhills Center CEO Victoria Whitt noted: "Sandhills Center values the quality residential treatment and community-service options offered to our members by our provider network, and is glad to be able to offer these rate increases. These increases are only possible due to the collaborative efforts of Sandhills Center, our provider network and community partners continually working to provide the right services to assist our members."

Service rate increases also were announced beginning July 1 for Intermediate Care Facilities (5 percent), Evaluation & Management Coding (7 percent), Outpatient services (7 percent), Psychological Testing (25 percent), and B-3 Individual Respite Care (to \$5 per 15-minute unit).

Sandhills Center is focused on serving our members with the highest quality, evidence-based services available, and by the highest quality clinical staff available. By offering these rate increases, we hope to continue to strengthen our provider network to support our members.

Sandhills Center will continue to look for opportunities to make adjustments to services, reimbursement rates and service delivery models to effectively meet the needs of our members.

**Sandhills Center
is committed to
reinvesting
1915 (b)/(c)
Medicaid Waiver
savings into
community-based
services.**



Important screening tool unveiled

Sandhills Center has launched Access2Care, an evidence-based screening tool to help people who may believe that they are experiencing a behavioral health condition.

Access2Care provides anonymous, confidential online screenings, as well as educational resources and referral information in English and Spanish. The main features of Access2Care include:

- ▶ An online platform that can be accessed 24 hours a day, seven days a week through the *SandhillsCenter.org* website, or its own independent website address -- *SandhillsCenterAccess2Care.org*. The screening website is convenient and fully accessible through personal computers, mobile phones and tablet devices.
- ▶ Community kiosks, which are privacy booths that are compliant with Americans with Disabilities Act (ADA) standards. The kiosks provide a place for individuals to sit down, take a screening, or use the learning/resource modules. They also offer direct telephone access to Sandhills Center's 24-hour Call Center, which is staffed with licensed clinicians.

Those who wish to take the screenings (for themselves or someone they know) will have a choice between eight different modules. The topics include adult depression, adolescent depression, bipolar disorder, post-traumatic stress disorder (PTSD), generalized anxiety disorder, eating disorders, alcohol use and substance use disorders (including prescription drugs).

The Access2Care website is available to all residents of the nine county area. Sandhills Center is proud to partner with local organizations to offer privacy kiosks at these locations in Guilford and Harnett counties:

- ▶ Guilford County Health Department lobby, 1100 E. Wendover Ave., Greensboro.
- ▶ City of High Point Public Library, 901 N. Main St., High Point.
- ▶ Harnett County Department of Social Services, 311 W. Cornelius Harnett Blvd., Lillington.
- ▶ Harnett County Library, 601 S. Main St., Lillington.

Access2Care provides immediate feedback and access to important referral information. Results can be printed, or information can be sent via email. A link to Sandhills Center's directory of network providers is available for treatment and support resources. It takes about four minutes to complete a screening. For people seeking help, those few minutes can make a significant difference in charting a path to recovery.

Sandhills Center is in the process of evaluating access to and use of the kiosks to inform future plans for the project.

Access2Care affirms Sandhills Center's commitment to improving access to behavioral health information and treatment to the citizens of Anson, Guilford, Harnett, Hoke, Lee, Montgomery, Moore, Randolph and Richmond counties.



Access2Care provides anonymous, confidential online screenings, as well as educational resources and referral information.



Making a strong commitment to crisis services through CIT

Sandhills Center reached new milestones in expanding its Crisis Intervention Team (CIT) training program throughout the nine-county region.

In total for 2016, Sandhills Center sponsored eight CIT classes, with more than 200 graduates. That brings the total number of Sandhills Center sessions to 41, with more than 900 police officers, telecommunicators and other first responders who have graduated from the program since its 2008 inception.

CIT participants learn skills to de-escalate situations, and how to recognize people in crisis so they can get appropriate help.

CIT is made possible by a joint effort between Sandhills Center, law enforcement, local chapters of the National Alliance on Mental Illness (NAMI), the provider network, and local community colleges.

CIT is important because it trains first responders to understand people who experience behavioral health crises. First responders learn skills to de-escalate situations, and how to recognize people in crisis so they can get appropriate help.

Each year, approximately 25,000 individuals with severe mental illness are incarcerated. Encounters between these individuals and law enforcement sometimes can end tragically. CIT plays an important role in educating officers to respond appropriately in such situations. First responders and mental health professionals have joined forces throughout the country to establish CIT programs, teaching the knowledge and skills needed to intervene and de-escalate crisis situations, with an emphasis on treatment rather than jail time.

CIT training for law enforcement is a rigorous 40-hour curriculum that involves classroom sessions, site visits, role playing and other valuable learning techniques. The certification class designed for emergency medical service (EMS) personnel is 32 hours. CIT training is shown to reduce injury rates among officers and individuals with mental illness. Other benefits include:

- ▶ Reduced criminal justice system and crisis resource costs.
- ▶ Improved confidence in and knowledge of community resources.
- ▶ A reduction in myths and stigmas which improves collaboration between law enforcement agencies and behavioral healthcare providers.

October 2016 was a banner month for Sandhills Center's CIT program, as we cosponsored three consecutive sessions of training. A highlight was that we helped coordinate a CIT class as part of EMToday, the North Carolina Office of EMS Conference that is held each year in Guilford County. Twelve EMS professionals (pictured on the previous page) from across the state participated in the CIT program.

That same month, Sandhills Center also hosted a course for Guilford County EMS personnel. CIT training is very appropriate for EMS personnel, who often serve our members in crisis situations.

Although CIT programs traditionally are designed to improve outcomes for police interactions, we also recognize that EMS providers can help divert individuals to proper care before situations escalate. It also is important for EMS personnel to be trained in the event that they are called to assist law enforcement officials with mental health crisis situations in the absence of CIT-trained officers.

Sandhills Center is especially pleased to have expanded CIT opportunities for EMS personnel who work locally and throughout the state. We look forward to offering these quality programs in 2017 and beyond.

An investment in facility-based crisis services

Sandhills Center soon will offer facility-based crisis services. It was announced in August that Sandhills Center will contract with Daymark Recovery Services to open a new mental health crisis center in a central location within the catchment area.

Facility-based crisis services provide an alternative to hospitalization for adults who experience behavioral health crises. These around-the-clock services (provided in a non-medical facility) often include four to seven days of stabilization, assessment and evaluation, medication management, and engagement of family members or others to appropriately support individuals. To continue treatment beyond crisis services, referrals and connections to community providers are made.

The selection of Daymark was made after a formal and competitive Request for Proposals (RFP) process that began in the spring. Selection emphasis was placed on going above and beyond service definitions, assessing and caring for medical needs, and providing peer support, counseling, discharge planning and medication education. Daymark was selected, in part, due to its history of offering crisis services. It also has established strong relationships with other providers in the Sandhills Center network, as well as hospitals and law enforcement agencies.

An announcement will be made in 2017 as to the exact location of the crisis facility. Sandhills Center recognizes the positive impact the service will have for our members. We look forward to furthering our working relationship with Daymark to make this service a success.





Priority: Integrated Care

Sandhills Center is committed to the philosophy of Integrated Care. This term covers a complex and comprehensive field. There are many different definitions of, and approaches to, the concept.

It is largely believed that solutions can be found in Integrated Care because it is the coordination of physical and behavioral healthcare. Integrating these services produces the best outcomes and proves the most effective approach to caring for people with multiple healthcare needs. Simply stated, Integrated Care focuses on the health of the whole person.

In 2016, Sandhills Center requested that our provider network participate in Integrated Care. In order to be successful, Sandhills Center offered a number of resources to the network. A set of "scripts," or specific questions, are now asked of our providers so that we can integrate physical health information with behavioral health decisions.

Sandhills Center also is using data technology to make Integrated Care a reality. This helps us set expectations to drive provider performance. Through this use of data, providers can track identified measures; take action around care needs and improvement opportunities; and incorporate quality measures, evidence-based practices and clinical practice guidelines.

In addition, Sandhills Center launched a periodical entitled *Integrated Care News* that is sent out to our entire provider network. Newsletter topics focus on links between physical and behavioral conditions, and have varied from opioid use in pregnancy to metabolic disorders. Previous issues can be found in the 'For Providers' section of the *SandhillsCenter.org* website.

Sandhills Center has made it a priority to include specific Integrated Care curricula into the regular training schedule and quarterly Provider Forum sessions we offer. Providers can expect to see more educational opportunities in the coming year.

**Integrating
physical and
behavioral
healthcare
produces the best
outcomes for
people with
multiple
healthcare needs.**



Statewide recognition earned

To round out a very successful year, Sandhills Center was recognized with a Program of Excellence Award for Public Awareness and Advocacy during an annual conference held in Pinehurst. The award was presented Dec. 8 by the conference host, the North Carolina Council of Community Mental Health, Developmental Disabilities and Substance Abuse Programs (NC Council). In presenting the honor, the NC Council noted that Sandhills Center encourages collaborative relationships with community agencies, advocacy groups and individuals. Sandhills Center is instrumental in the planning process for public awareness and advocacy initiatives.

The relationship between the National Alliance on Mental Illness Moore County (NAMI-MC) and Sandhills Center produced "The Sandhills Partnerships," a community effort that derived from the partner organizations that support Crisis Intervention Team training (CIT) in Moore County. CIT is well-known throughout the state for providing mental health awareness training for police officers and other first responders. These distinct partnerships were formed under the collaborative's umbrella:

- ▶ The Sandhills Schools Partnership -- includes NAMI-MC, Sandhills Center, Moore County Schools and FirstHealth Moore Regional Hospital Behavioral Services to develop and implement a comprehensive program to train all school personnel about mental illness, bullying, and suicide awareness and prevention.
- ▶ The Sandhills Special Events Partnership -- is made up of NAMI-MC, Sandhills Center, Moore County Schools, and FirstHealth of the Carolinas. This group focuses on public awareness and draws on expertise from a wide range of community supporters beyond the core group.
- ▶ The Sandhills Public Safety Partnership -- consists of NAMI-MC, Sandhills Center, Moore County Public Safety and the North Carolina Department of Health and Human Services. Through this group, a two-day training program was developed to provide CIT-like training to public safety first responders, including telecommunications professionals, and emergency medical service and fire department personnel.

Present to accept the award were: Victoria Whitt, CEO of Sandhills Center; Sheriff Neil Godfrey, Moore County; Linda Evans, Moore County Schools; Mary Silverman, FirstHealth; and George Reynolds, NAMI-MC. In her acceptance remarks, Ms. Whitt stressed that the partnership has reached far beyond what anyone could have done alone, and expressed her gratitude to the other partners.

The NC Council is an association that represents local management entities-managed care organizations (LME-MCOs) in North Carolina. The organization provides a strong, cohesive, statewide voice through policy analysis, communications, technical assistance, conferences and training programs. The NC Council's goal is to work collaboratively with all stakeholders to improve care and services system-wide.

Each year, the NC Council seeks to identify innovative and effective community programs that have been instrumental in serving persons with disabilities in North Carolina. Winners were selected by a committee which includes directors and board members of LME-MCOs.





SANDHILLS CENTER

1120 Seven Lakes Drive
West End, NC 27376

24-Hour Call Center -- 1-800-256-2452
Administrative Offices -- 910-673-9111
TTY -- 1-866-518-6778

SandhillsCenter.org

SandhillsCenterAccess2Care.org

Sandhills Center manages mental health, intellectual/developmental disabilities and substance use services in the central North Carolina counties of Anson, Guilford, Harnett, Hoke, Lee, Montgomery, Moore, Randolph and Richmond.



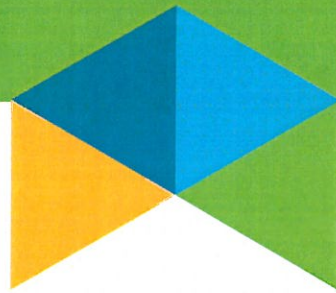
ACCREDITED
Health Call Center
Expires 05/01/2016



ACCREDITED
Health Utilization
Management
Expires 05/01/2016



ACCREDITED
Health Network
Expires 05/01/2016



SANDHILLS CENTER

QUARTERLY COMMUNITY REPORT

January 2017

Leadership

Chief Executive Officer
Victoria Whitt

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Commissioner Kay Cashion

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Guilford County
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Lee County
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Randolph County
Commissioner David Allen
Mazie Fleetwood
Leann Henkel

Richmond County
Commissioner Thad Ussery
Michele Weatherly

Provider Council Representative
Jan Herring

Hospital Representative
Bill Larrison

A message from the CEO

SANDHILLS CENTER PARTNERSHIPS FLOURISH

Sandhills Center takes a considerable amount of pride in the partnerships we have formed within our communities. Relationships with various organizations are forged with the intent to provide better access to care and positive outcomes for Sandhills Center members who live in Anson, Guilford, Harnett, Hoke, Lee, Montgomery, Moore, Randolph and Richmond counties.

Throughout the last quarter, there were a number of examples that demonstrate our commitment to expanding these collaborations.

By joining forces with local partners in Guilford and Harnett counties, Sandhills Center is now piloting Access2Care kiosks, which are free and anonymous behavioral health self-screening tools similar to the free blood pressure check stations found in pharmacies. Kiosks are now fully operational in four locations, and screenings can be accessed online by anyone living in the Sandhills Center region by visiting SandhillsCenterAccess2Care.org.


Our well-established partnerships with area law enforcement officials, first responders and other agencies have produced more and more Crisis Intervention Team (CIT) graduates each year. The object of CIT is to train first responders to understand people who experience behavioral health crises, de-escalate crisis situations, and get people the help they need.

Sandhills Center continues to take pride in the strong collaborations that exist with our provider network.

This past quarter, one such partnership was on display to a national audience in Washington, D.C. Representatives from Sandhills Center and a network provider were selected to lead an educational session during a national conference.

The topic of the presentation focused on our integrated care data-sharing model, in conjunction with Care Management Technologies (CMT), a behavioral health technology company. Sandhills Center works with CMT and providers to ensure that data is properly used to track and identify appropriate clinical protocols.

Sandhills Center is grateful for the stakeholders who continue to work in tandem with us to make quality outcomes a priority.



Victoria Whitt,
Chief Executive Officer
Sandhills Center

Community

SANDHILLS CENTER LAUNCHES SCREENING RESOURCES

Sandhills Center is pleased to announce that it has launched Access2Care, an evidence-based screening tool to help people who may believe that they are experiencing behavioral health conditions.

Access2Care provides anonymous, confidential, online screenings, as well as educational resources and referral information in English and Spanish. The online resources are available 24 hours a day, seven days a week. Two of the main features include:

- An online platform that can be accessed either through the *SandhillsCenter.org* website, or its own address -- *SandhillsCenterAccess2Care.org*. The screening website is convenient and fully accessible through personal computers, mobile phones and tablet devices.
- Community kiosks, which are privacy booths that are compliant with the Americans with Disabilities Act.

The kiosks provide a place for individuals to take a screening, or use the learning/resource modules, and offers telephone access to licensed clinicians in Sandhills Center's 24-hour Call Center.

Those who wish to take the screenings (for themselves or someone they know) will have a choice between eight different modules. The topics include adult depression, adolescent depression, bipolar disorder, post-traumatic stress disorder (PTSD), generalized anxiety disorder, eating disorders, alcohol use disorder and substance use disorders (including prescription drugs).

The Access2Care website is available to all residents of the nine-county area. Sandhills Center is proud to partner with local organizations to offer privacy kiosks at these locations:

- Guilford County Health Department lobby, 1100 E. Wendover Ave., Greensboro.
- City of High Point Public Library, 901 N. Main St., 2nd Floor, High Point.
- Harnett County Department of Social Services, 311 W. Cornelius Harnett Blvd., Lillington.
- Harnett County Library, 601 S. Main St., Lillington.

The screenings provide immediate feedback and access to important referral information. Results can be printed, or information can be sent via email. A link to Sandhills Center's provider directory is available for treatment and support options. It takes about four minutes to complete a screening. For people seeking help, those few minutes can make a significant difference in charting a path to recovery.

Sandhills Center is in the process of evaluating access to and use of the kiosks to inform future plans for the project.

Access2Care affirms Sandhills Center's commitment to improving access to behavioral health information and treatment to the residents of Anson, Guilford, Harnett, Hoke, Lee, Montgomery, Moore, Randolph and Richmond counties.

www.SandhillsCenterAccess2Care.org

Education

CIT: OUR STRONG COMMITMENT TO CRISIS SERVICES

Sandhills Center has reached new milestones in expanding its Crisis Intervention Team (CIT) training program throughout the nine-county region.

CIT training is a joint effort between Sandhills Center, law enforcement, local National Alliance on Mental Illness (NAMI) chapters, service providers, and the community college system. CIT trains first responders to gain skills to better interact with individuals who experience behavioral health crises. Participants learn to de-escalate situations, and how to recognize people in crisis so they can get the help they need. It also teaches tools to encourage people who need treatment to access services.

CIT for law enforcement personnel is a rigorous 40-hour curriculum that involves classroom training, site visits, role playing and other valuable learning techniques. The certification class designed for emergency medical services (EMS) personnel is a 32-hour course. CIT training is shown to reduce injury rates among officers and individuals with mental illness. Other benefits include: reduced criminal justice system and crisis resource costs; improved confidence in and knowledge of community resources; and a reduction in myths and stigmas, therefore improving collaborations between law enforcement agencies and behavioral healthcare providers.

October was a banner month for Sandhills Center's CIT program as we cosponsored three consecutive sessions of training. A highlight was that we coordinated a CIT class that was part of EMToday, the North

Carolina Office of EMS Conference that is held each year in Guilford County. Twelve EMS professionals from across the state participated.

That same month, Sandhills Center also hosted a course for Guilford County EMS personnel.

CIT training is very appropriate for EMS personnel, who often serve our members in crisis situations. Although CIT programs traditionally were designed to improve outcomes for police interactions, we also recognize that EMS providers can potentially help divert individuals to proper care before situations escalate. It is also important for EMS personnel to be trained in the event that they are called to assist law enforcement officials with mental health crisis situations in the absence of CIT-trained officers.

In total for 2016, Sandhills Center sponsored eight CIT classes, with more than 200 graduates. That brings the total number of Sandhills Center CIT sessions to 41, with more than 900 officers, EMS personnel and other first responders benefitting from the program.

Sandhills Center began CIT programming in 2008. Since then, we have provided valuable sessions throughout the nine-county catchment area. We are especially pleased to have expanded this opportunity to EMS personnel who work locally and throughout the state. We look forward to offering these quality programs through 2017 and beyond.

Benchmarks

SANDHILLS CENTER GAINS NATIONAL ATTENTION

Sandhills Center is committed to making quality clinical outcomes a priority. To showcase innovative approaches to data technology as it pertains to integrated physical and behavioral healthcare, Sandhills Center recently was invited to present our model to a national audience.

On Nov. 10, representatives from Sandhills Center and Care Management Technologies, a Relias Learning Company (CMT), along with network provider Carter's Circle of Care, led an important educational session as part of the Open Minds Technology and Informatics Institute Conference in Washington, D.C.

CMT is a firm with broad expertise in behavioral health and advanced technologies. Carter's Circle of Care provides services to adults and youth with complex needs in Guilford County.

The session, entitled "Payer-Provider Collaboration: The Value of Data Sharing for Whole-Person Care," provided attendees with an inside view of how Sandhills Center, CMT and Carter's Circle of Care work together to make integrated care a reality. Highlights of the presentation included an overview of:

- How and why Sandhills Center sets expectations for network providers to institute and deliver integrated care services using data to drive performance.
- The decision points for sharing full claims data with providers to support integrated care efforts, and the challenges and risks that were mitigated to do so.

- How Carter's Circle of Care implemented integrated care services into its operations.
- The challenges of the "gift of data" experienced by the provider, and how they are addressing them.

Presenters were Dr. Anthony Carraway, Sandhills Center Medical Director; CMT's Dr. Courtney Cantrell, former director of the N.C. Department of Health and Human Services, Division of Mental Health, Developmental Disabilities and Substance Abuse Services; and Carter's Circle of Care representatives. The joint presentation was well received. The successful model clearly demonstrates what can be achieved when a provider, an LME-MCO, and clinical data are joined to improve healthcare access and outcomes.

Sandhills Center works with CMT and our provider network to ensure that clinical data is properly utilized on a daily basis. Through this collaboration, providers are able to:

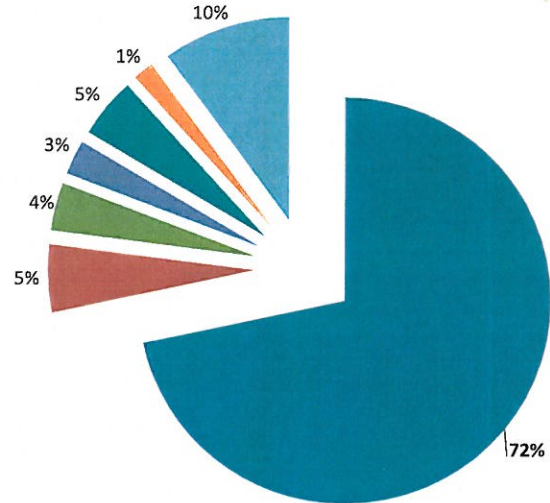
- Track identified measures.
- Take action around care needs and improvement opportunities.
- Incorporate quality measures, evidence-based practices and clinical practice guidelines into clinical protocols.

As a result, CMT tracks the monthly progress of the providers and offers specific comparison reporting. Sandhills Center is proud of our efforts and will continue to monitor the progress of the integrated care model, thereby providing valuable improvements for our members.

Financials

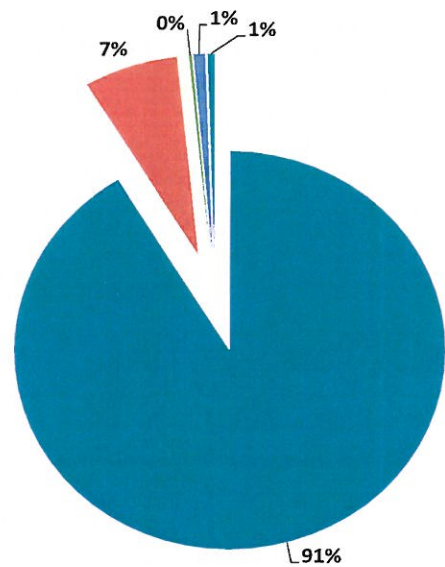
REVENUES

Medicaid Service Contracts	\$225,043,471	71.7%
State, Federal Service Funds and Medicaid Flow	16,793,226	5.3%
County General and Other Local	11,982,305	3.8%
I/DD Treatment Planning Administration and MH/SA/Treatment Planning	8,542,425	2.7%
Medicaid Administration General and LME Administration	14,918,839	4.8%
Medicaid Reserve Funds	5,069,688	1.6%
Fund Balance	31,617,965	10.1%
Total	\$313,967,919	100%



EXPENSES

Contracts	\$286,671,831	91.2%
Personnel	22,177,518	7.1%
Materials and Supplies	655,013	0.2%
Current Obligations	2,738,042	0.9%
Fixed Charges and Capital	1,725,608	0.6%
Total	\$313,967,919	100%





SANDHILLS CENTER

24-HOUR CALL CENTER

1-800-256-2452

TTY -- 1-866-518-6778

FOR MORE INFORMATION, VISIT:

SandhillsCenter.org

FREE AND CONFIDENTIAL ONLINE BEHAVIORAL HEALTH SELF SCREENINGS:

SandhillsCenterAccess2Care.org



ACCREDITED
Health Network
Expires 05/01/2019



ACCREDITED
Health Call Center
Expires 05/01/2019



ACCREDITED
Health Utilization
Management
Expires 05/01/2019

Sandhills Center is nationally-accredited

Sandhills Center assures that people in need of assistance have access to quality mental health, intellectual/developmental disabilities and substance abuse services in the central North Carolina counties of Anson, Guilford, Harnett, Hoke, Lee, Montgomery, Moore, Randolph and Richmond.

LEE COUNTY

NORTH CAROLINA

Committed Today for a Better Tomorrow

LEE COUNTY BOARD OF COMMISSIONERS

ITEM ABSTRACT

Meeting Date: May 1, 2017

ITEM NO. V. B.

Information
 Action Item
 Consent Agenda

SUBJECT: Disaster Debris Management and Removal Services

DEPARTMENT: General Services - Solid Waste Division

CONTACT PERSON: Joseph T. Cherry, Solid Waste Superintendent

REQUEST: Renew Pre-Event Contract for Disaster Debris Management Services between Lee County and TAG Grinding Services, Inc. for one (1) additional one (1) year period according to the terms and conditions of said contract.

SUMMARY: In 2014 the Lee County Board of Commissioners approved a three (3) year Pre-Event Contract with TAG Grinding Services, Inc. to provide disaster recovery services following a natural or manmade disaster as directed by the County in order to eliminate immediate threats to public health and safety

BUDGET IMPACT: There are no immediate or annual costs associated with this agreement. Costs will be incurred only after services are rendered following a disaster.

ATTACHMENT(S):

- 1) Confirmation of TAG Grinding Services, Inc. consent to continue partnership for an additional one (1) year period.
- 2) Pre-Event Contract for Disaster Debris Management Services
- 3) Iran Divestment Act Certification/E-Verify Certification

PUBLIC HEARING: No

PRIOR BOARD ACTION: Approved Pre-Event Contract for Disaster Debris Management Services on June 16, 2014.

RECOMMENDATION: Pleasure of the Board

SECTION 7
CONTRACTOR'S PRICE PROPOSAL

This price proposal form must be completed, signed and submitted. No substitute forms will be accepted. Proposals submitted without this completed price proposal will be rejected.

Proposal of TAG Grinding Services, Inc.
(Name of Proposer)

1113 Horseshoe Bend Rd
(Address of Proposer)

Dadeville, Alabama 36853

(256) 825-4400 (256) 825-4100
(Business Phone) (Fax Number)

donna@taggrinding.com
(E-Mail Address)

(hereinafter called "Contractor"), authorized to do business under the laws of the State of North Carolina, proposes to the County of Lee, North Carolina, (hereinafter called "County").

The Contractor, in compliance with your invitation for proposals for:

DISASTER DEBRIS MANAGEMENT AND REMOVAL SERVICES

Having examined the specifications with related documents and the sites of the proposed work, and being familiar with all of the conditions surrounding the work of the proposed project, including availability of equipment and labor, hereby proposes to perform in accordance with this Request for Proposal, and at the prices stated. These prices shall cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part. Unbalanced bids will not be accepted and are cause for rejection of any proposal.

Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the County and to fully complete the work in the Contractual period of time allotted.

Contractor agrees to complete the project as described in accordance with the specifications and other information included in the contract documents for the following prices:

PROPOSED FEE SCHEDULE

DEBRIS REMOVAL, PROCESSING AND DISPOSAL

Item No.	DESCRIPTION	COST (U.S. Dollars)	UNIT
1	C&D Debris Removal from Public Property (Right-of-Way) and Hauling to Debris Management Site (DMS), based on one-way haul distance		
	0-15.9 miles	6.95	Cubic Yd
	16-30.9 miles	7.25	Cubic Yd
	31-60 miles	7.56	Cubic Yd
2	Vegetative Debris Removal from Public Property (Right-of-Way) and Hauling to DMS, based on one-way haul distance		
	0-15.9 miles	6.75	Cubic Yd
	16-30.9 miles	7.00	Cubic Yd
	31-60 miles	7.35	Cubic Yd
3	C&D Direct Haul to Final Disposal site from Public Property right of way (non DMS option)		
	0-15.9 miles	60.00	Tons
	16-30.9 miles	61.00	Tons
	31-60 miles	62.50	Tons
4	Stumps greater than 24 inch diameter - Removal from public property right of way and Hauling to DMS, based on one-way haul distance (stump volume shall be calculated using FEMA approved conversion table)		
	0-15.9 miles	7.25	Cubic Yd
	16-30.9 miles	7.50	Cubic Yd
	31-60 miles	8.00	Cubic Yd
5	Vegetative Direct Haul to Final Disposal site from Public Property right of way (non DMS option)		

	0-15.9 miles	7.00	Cubic Yd
	16-30.9 miles	7.35	Cubic Yd
	31-60 miles	7.70	Cubic Yd
6	Disaster deposited silt, mud, or sand, hauled from the designated site to DMS or site of final disposition		
	0-15.9 miles	19.00	Cubic Yd
	16-30.9 miles	20.00	Cubic Yd
	31-60 miles	21.50	Cubic Yd
7	Re-Haul of C&D or reduced vegetative material of previously documented Debris from DMS to site of final disposition		
	0 - 15.9 miles	3.25	Cubic Yd
	16 - 30.9 miles	3.50	Cubic Yd
	31 - 60.9 miles	4.00	Cubic Yd
	61 - 119.9 miles	5.00	Cubic Yd
	120 -150 miles	6.00	Cubic Yd
8	Cutting of standing tree determined by County to be hazardous (Cutting only). Tree to be measured 4 ½' above ground.		
	6 - 11.99 inch diameter	65.00	tree
	12 -23.99 inch diameter	110.00	tree
	24 - 35.99 inch diameter	175.00	tree
	36 - 47.99 inch diameter	250.00	tree
	48 inch diameter and greater	350.00	tree
9	Cutting and/or removal of Dangerous Hazardous Limbs from tree (must be greater than 2" at point of break to be eligible)(cutting only).	48.00	tree
10	Cutting fallen trees on public right of way (if extending from private property, tree is cut from point of entry to ROW)	100.00	tree
11	Hazardous Stump Extraction. Each stump to be measured 2 feet from mean ground level. This item is for extraction fee and backfilling of stump root ball holes with suitable soil material		

	only. For hauling purposes, stumps will be converted to cubic yard measurement and hauled under vegetative rate		
	>24 - 35.99 inch diameter	250.00	each
	36 - 48 inch diameter	350.00	each
	48 inch diameter and greater	450.00	each
12	Collection, hauling and final disposition of eligible White Goods including but not limited to refrigerators, stoves, water heaters, washer, dryer, etc.	21.00 58.00 w/freon	Per unit
13	Staging collection and hauling to County designated solid waste facility of Refrigerator Contents or spoiled food	150.00	ton
14	DMS preparation, comprehensive management, material handling and reclamation of DMS. Includes, constructions of roadway at site, traffic control and inspection tower(s) as needed, maintenance throughout life of project, loading of debris, sorting, segregation, preparation for re-haul and special equipment for handling materials. Close-out work includes reclamation and restoration by removal of constructions.	1.00	Per Cubic Yd
15	Reduction of DMS Materials by Grinding	1.50	Per Cubic Yd
16	Reduction of DMS Materials by Incineration.	1.00	Per Cubic Yd
17	Load and Haul of storm deposited soils (silt, sand or mud)	19.00	Per Cubic Yd
18	Clearing debris from ditches and drainage canals		
	1 foot to 10 feet (average width)	5.00	per linear ft.
	10.1 to 20 feet (average width)	15.00	per linear ft.
	20.1 to 35 feet (average width)	30.00	per linear ft.
	Greater than 35 feet (average width)	52.00	per linear ft.

19	Collection, hauling, and final disposal of dead animal carcasses.	0.75	per lb.
<p>Private property debris removal (right of entry work) upon private property, if authorized as eligible by FEMA, will be done according to the rates listed herein. Contractor shall engage in PPDR work only with a written right of entry document executed by the private property owner.</p>			

ADDITIONAL SERVICES PROVIDED AT NO COST:

- A. *Training and Assistance*- Sessions for all key personnel and assistance in all disaster debris recovery planning efforts as requested.
- B. *Preliminary Damage Assessment*- Determining the impact and magnitude of the disaster event to help expedite any applications for federal assistance.
- C. *Mobile Command Unit*- The Contractor shall provide use of the mobile command unit for County's debris recovery management personnel to serve as a field, operations command center.
- D. *Temporary Storage of Documents*- The Contractor shall provide storage of daily or disaster-related documents and reports for protection during the disaster event.
- E. *Debris Planning Efforts*- The Contractor shall assist in disaster debris recovery planning efforts as requested by the County. These planning efforts shall include but are not limited to identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event.
- F. *Reporting and Documentation* - The Contractor shall provide and submit to the Monitor and the County, all reports and documents as may be necessary to adequately document its performance of this Contract, to include all requirements for documentation requested by FEMA and/or State government for reimbursement of costs. In providing the above data, Contractor has taken into account all contingencies foreseeable by one with the expertise and knowledge in disaster debris removal, including, but not limited to, the Right-of-Entry process for debris removal from private property and the related regulatory agencies' requirements.

No amount of work is guaranteed under this contract.

Multiple Contracts may be awarded for work on this project. The amount due to Contractor will be based on the actual cubic yards of debris and established units other material is removed, multiplied by the Contractor's unit price per each unit. The actual amount may be more or less than the total project cost estimate, based on the actual quantity of debris removed. All payments

Multiple Contracts may be awarded for work on this project. The amount due to Contractor will be based on the actual cubic yards of debris and established units other material is removed, multiplied by the Contractor's unit price per each unit. The actual amount may be more or less than the total project cost estimate, based on the actual quantity of debris removed. All payments made to the Contractor shall be subject to a 5% retainage and will be retained for a minimum of sixty (60) days after completion of all contract work to insure against timely completion of the project and/or undiscovered damage to public or private property.

Contractor understands that the County reserves the right to reject any or all proposals. Upon receipt of written notice of the acceptance of proposal, Contractor shall execute the final contract within twenty-four (24) hours.

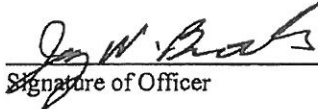
The foregoing prices shall include all labor, materials, equipment, removal, overhead, profit, freight, insurance, etc., to cover the finished work specified in this proposal. All items proposed and installed under this procurement must be new and unused and in undamaged condition.

Respondent understands that the County reserves the right to reject any or all offers and to waive informalities in the proposal. The proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals. The undersigned affirms they are duly authorized to represent this firm, that this proposal has not been prepared in collusion with any other firm, and that the contents contained herein have not been communicated to any other firm prior to the official opening.

Respectfully submitted:

TAG Grinding Services, Inc.

Name of Company



Signature of Officer

Jerry W. Brooks

Name of Officer

Chief Financial Officer

Title of Officer

PRE-EVENT CONTRACT FOR DISASTER DEBRIS MANAGEMENT SERVICES

THIS CONTRACT entered into this 16th day of June, 2014 by and between Lee County North Carolina, a political subdivision of the State of North Carolina (hereinafter referred to as the "County"), and TAG Grinding Services, Inc. hereinafter referred to as the "Contractor".

WHEREAS, it is in the public interest to provide for the expedient management of storm debris within the County of Lee and to provide recovery Technical Assistance to the appointed and elected officials resulting from a future natural or manmade disaster; and

WHEREAS, the County of Lee has in the past suffered the full force and effects of major storms and the resulting destruction brought upon the County of Lee by such storms or events; and

WHEREAS, without being able to quickly remove storm debris, the Health and Safety of all the citizens could be at serious risk; and

WHEREAS, the immediate economic recovery of the County of Lee and its citizens after a natural or manmade disaster is a major concern and the primary priority for recovery; and

WHEREAS, the immediate availability of experienced prime disaster debris management contractors may be severely limited during a natural or manmade disaster; and

WHEREAS, the Contractor has the experience, equipment, manpower, general ability, and resources, as well as the necessary permits and licenses to perform all related debris and other storm services; and

WHEREAS, the County of Lee and the Contractor have agreed to the Scope of Services, pricing schedule, terms, conditions and technical specifications as set out in this competitive Contract; and

THEREFORE, said parties do agree to the following stipulations, conditions and technical specifications.

ARTICLE 1 TERM OF CONTRACT

This Contract shall be for a base period of three (3) years with an option to renew for up to two additional one (1) year periods, upon consent of all parties. This Contract shall only be used on an "as needed" basis as determined solely by the County. Should the term of this Contract expire during an event where work has been commenced, but not completed, the terms and conditions of this Contract shall continue until the completion of all work authorized prior to the expiration of the term.

**ARTICLE 2
NATURE OF RELATIONSHIP**

The Contractor understands that it is an independent contractor and is not an employee, subcontractor, agent, servant, partner nor joint venturer of the County and shall not represent itself in any way as an agent of the County. The Contractor understands that it has the right to use its best judgment and efforts to fulfill the terms and obligations of this Contract. The Contractor further understands and acknowledges the following:

- (1) That it will receive no compensation other than as outlined in this Contract and is not subject to nor eligible for any benefits which may be offered by County to its employees, such as vacation pay, sick leave, insurance coverage or retirement plan participation.
- (2) Its Services provided in accordance with this Contract are an independent calling or occupation.
- (3) Contractor needs no training from County as to how to fulfill its duties and responsibilities.
- (4) Contractor furnishes its own equipment and supplies and is expected to maintain its business office somewhere other than at the County's office.
- (5) To the extent Contractor must procure or maintain any insurance, license, certification or trade membership, it must do so at its own cost.

**ARTICLE 3
SCOPE OF SERVICES**

The primary purpose of this scope of work is to maintain the public health, safety, and well being of the County during the response to an emergency situation, as well as to restore the public areas of the County to a normal condition. The Contractor understands and agrees that debris removal in the most expeditious manner possible is of the utmost importance and it will make every effort to complete all requirements of this Contract in the shortest time possible. The work to be performed under this Contract shall consist of collection, removal, and disposal of the debris caused by the disaster. The Contractor shall not be paid to remove, process or dispose of debris that is unrelated to disaster damage. Direction by the County in this proposal shall also mean direction by the Monitor.

The services which the Contractor shall provide include, but are not limited to, those described or specified herein. The services described or specified shall not be deemed to constitute a comprehensive specification having the effect of excluding services not specifically mentioned.

3.1 EMERGENCY ROAD CLEARANCE

The Contractor will be responsible for the removal of debris from the primary transportation routes as directed by the County. These debris "push" activities include, but are not necessarily limited to the cutting, tossing, stacking and/or pushing of storm debris from the primary transportation routes. The emergency road clearance operation shall be for a period not to exceed 70 contract hours after a declared disaster event.

3.2 DEBRIS REMOVAL FROM PUBLIC PROPERTY

3.2.1 The Contractor will be responsible for the removal of vegetative debris, construction and demolition debris ("C & D Debris"), or other eligible debris from public rights-of-way and other public properties.

3.2.2 At the direction of the County trees, limbs and debris (including fallen trees) which are located partially on or above public property or rights-of-way shall be cut at the right-of-way line or property line, and the public portion only shall be removed under this contract.

3.2.3 Contractor will also be responsible for the removal of debris beyond the limits of public rights-of-way as necessary to abate imminent and/or significant threats to public health and safety of the community, when directed by the County.

3.3 DEBRIS REMOVAL FROM PRIVATE PROPERTY

Removal of debris from private properties shall be directed by the County only when an imminent threat to life, safety and health is present on private property. This item will require prior approval of the Federal Emergency Management Agency (FEMA) and will be monitored for strict compliance with federal regulations regarding eligibility for reimbursement costs.

3.4 DEBRIS MANAGEMENT SITES (DMS)

3.4.1 The Contractor will identify, prepare and maintain a sufficient number of DMSs to accept and process all eligible debris. The County shall assist in the identification of DMSs. Preparation and maintenance of DMS shall include, but not necessarily be limited to:

- (1) The Contractor shall provide to the County a pre-use condition report to include soil test, photos and other evidence of prior use and conditions;
- (2) All approach and interior haul roads;

- (3) Dump pads and lined temporary storage areas for household hazardous waste, fuels and other materials that can contaminate soils, runoff or groundwater; and,
- (4) An inspection tower sufficient for the monitoring of all incoming and exiting traffic shall be built according to USACE specifications and shall comply with standard OSHA requirements and local codes.
- (5) The Contractor shall maintain DMSs in accordance with appropriate use standards, safety standards, and regulatory requirements.
- (6) The Contractor shall provide to the County all appropriate and required permits from the NC Department of Environment and Natural Resources or other regulatory agencies. If the Contractor, upon approval of the County, elects to incinerate eligible debris the Contractor shall furnish to the County copies of required burn permits from the local Fire Chief or other regulatory agencies.

3.4.2 All debris shall be processed in accordance with local, state and federal law, standards and regulations. Processing shall include, but not necessarily be limited to: reduction by tub grinding or chipping and/or incineration when approved by the County. Prior to reduction, all debris shall be segregated into the following categories:

- (1) Vegetative and clean, woody debris;
- (2) Construction and demolition debris;
- (3) White goods;
- (4) Recyclable debris; and,
- (5) Household hazardous wastes.

3.4.3 Debris collected by Contractor at rights-of-way, at discretion of County, may be hauled directly to the nearest lawfully permitted solid waste management/recycling facility, bypassing the DMS.

3.4.4 The Contractor shall restore DMSs to pre storm conditions using the pre-use condition report as a basis and obtain appropriate releases from the NC Department of Environment and Natural Resources or other regulatory agencies.

3.5 GENERATED HAZARDOUS WASTE ABATEMENT

The Contractor will be responsible for the abatement of hazardous waste identified by the County in accordance with all applicable federal, state and local laws, standards and regulations.

3.6 HAZARDOUS OR CONDEMNED STRUCTURES

The Contractor will be responsible for the demolition of hazardous or condemned structures that are deemed by the County to be an imminent threat to life, safety and public health according to FEMA Disaster Assistance Policy (DAP) 9523.4 Demolition of Private Structures.

3.7 WHITE GOODS

The Contractor may expect to encounter white goods available for recycling. White goods will constitute household appliances as defined in FEMA 325 Debris Management Guide. The Contractor will handle the disposition of all white goods encountered in accordance with applicable federal, state and local laws. Proper disposal of Freon is essential.

3.8 HAZARDOUS STUMPS

The Contractor shall remove all stumps according to FEMA Disaster Assistance Policy (DAP) 9523.11 Hazardous Stump Extraction and Removal Eligibility.

3.9 STUMP ROOT BALL HOLES

The Contractor will be responsible for the backfilling of stump root ball holes upon direction of the County. This clean fill dirt shall be compacted as directed by the County.

3.10 CANAL/WATERWAY DEBRIS REMOVAL

Contractor shall remove eligible storm debris from drainage canals, ditches and waterways at direction of County.

3.11 STORM-DEPOSITED SOILS

The Contractor will be responsible for the loading and hauling of eligible storm-deposited soils (e.g., silt, sand, or mud).

3.12 LOADING OF DEBRIS

No debris shall be loaded without the presence of a monitor issuing a proper load ticket to document the origin of the load, date, contractor name, truck number, truck capacity, point of debris collection, and loading departure time. All loads hauled shall be full and well compacted. The loading of all debris onto transportation vehicles shall be done by mechanical means.

3.13 DEBRIS DISPOSAL

The Contractor will be responsible for the disposal of all eligible debris, reduced debris, ash residue and other products of the debris management process in accordance with all applicable federal, state and local laws, standards and regulations.

3.14 DOCUMENTATION AND INSPECTIONS

All debris shall be subject to inspection by the County. Inspections will be to insure compliance with the contract and applicable local, state and federal laws. The Contractor will, at all times, provide the County access to all work sites and disposal areas. The Contractor and the County will have in place at the DMS personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the DMS(s). The Contractor will assist the County in preparation of any required FEMA and state reports for any potential reimbursement through the training of County employees and the review of documentation prior to submittal. The Contractor will work closely with the County to ensure that eligible debris collection and data documenting appropriately address concerns of any likely reimbursement agencies including but not limited to the North Carolina Division of Emergency Management, FEMA and other applicable state and federal agencies.

3.15 WORK SITES

The County will establish and approve all sites that the Contractor will be allowed to use. The Contractor will remove all eligible debris and leave the site from which debris was removed in a clean and neat condition. The condition of the work site shall be equal to the original condition of the site.

3.16 NON-DISASTER RELATED DEBRIS

The Contractor shall not be required or paid to remove, process or dispose of debris that is unrelated to disaster damage.

3.17 TECHNICAL SUPPORT

Contractor shall provide to the County disaster recovery technical program management assistance relating to reimbursement of eligible damage costs from federal and state agencies when available.

**ARTICLE 4
DOCUMENTATION AND REPORTING**

4.1 Truck/Trailer Certification: All trucks and/or trailers to be used in debris removal operations must be measured to determine capacity and documented on a Truck Certification Form by a monitor assigned by the County and working independently of the Contractor. The Truck Certification Form must include, but not necessarily limited to the following information:

- Capacity of hauling bed (CY)
- License plate number
- Truck identification number
- Brief physical description of the truck/trailer
- Photographs
- Driver information
- Owner information
- Name of person completing measurements and form

4.2 Load Tickets: A "load ticket" will be utilized as the primary debris tracking document. The form of the ticket shall be approved by the County and shall include at a minimum the following information:

- Ticket Number
- Contract Number
- Date
- Contractor Name
- Truck Number
- Truck Capacity
- Truck Driver Name
- Loading Location
- Loading Time
- Unloading Location
- Unloading Time
- Debris Classification
- Debris Quantity
- Monitor Name(s) and Signature(s)

Load tickets shall be accepted by the County as the certified, original source documents to account for the measurement and accumulation of the volume/tonnage of debris delivered and processed at the debris management site. The ticketing system will also be used in the event of additional debris handling for volume reduction and/or the possible requirement for a debris transfer station(s). These load tickets will also be utilized for debris haul-out for final disposal. These tickets will be the basis of any electronic generated billing and/or report(s).

- 4.3 Reports The Contractor shall submit to the County periodic written reports as agreed upon by the parties to this Contract. The reports, documents, and data to be provided shall represent an accurate assessment of the current status of the Project and of the work remaining to be accomplished and it shall provide a sound basis for identifying variances and problems and for making management decisions. It shall be prepared and furnished to the County and shall accompany each pay request.
- 4.4 Additional Supporting Documentation The Contractor shall submit reports and/or other documentation regarding, but not necessarily limited to debris loading, hauling, disposal and load capacity measurements as may be required by the County and/or other Governmental entities to support requests for debris project reimbursement from external funding sources.
- 4.5 Report Maintenance Contractor will be subject to audit by federal, state and local agencies pursuant to this Contract. The Contractor will maintain all reports, records, and debris reporting tickets and contract correspondence for a period of not less than seven (7) years.
- 4.6 Contract File Maintenance The Contractor will maintain this Contract and the invoices that are generated for the contracted services for a period of seven (7) years or the period of standard record retention of the County, whichever is longer.

ARTICLE 5 SUBCONTRACTORS

- 5.1 Definition A subcontractor is a person or organization who has a direct contract with the Contractor to perform any of the work. Nothing contained in this Contract shall create any contractual relationship between the County and any subcontractor.
- 5.2 Local Preference Contractor will make every effort to utilize and employ local subcontractors whenever possible, provided that these local contractors hold proper license and insurance credentials for the intended work. For purposes of this project, local shall be defined to mean the jurisdictional boundaries of Lee County.
- 5.3 Contractor shall not employ any subcontractors who are on any State and/or Federal listing of debarred contractors. Contractor shall be solely responsible for timely paying its subcontractors. The County reserves the right to reject the selection of any subcontractor and to inspect the facilities and equipment of any subcontractor. Contractor is encouraged to seek minority and women-owned business enterprises for participation in subcontracting opportunities. If any subcontractor fails to perform or make progress, as required by this Contract, and the replacement of such subcontractor is necessary in order to complete the work hereunder in a timely fashion, Contractor shall promptly replace such subcontractor, subject to the County's approval of the new subcontractor.

- 5.4 Subcontractual Relations By an appropriate written agreement, the Contractor shall require each subcontractor to the extent of the work to be performed by the subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor by these Documents, assumes toward the County. Said agreements shall preserve and protect the rights of the County under the Contract Documents with respect to the Work to be performed by the subcontractor so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with his Sub-subcontractor.

The Contractor shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound and identify to the Subcontractor any terms and conditions of the proposed Subcontract which may be at variance with the Contract Documents. Each Subcontractor shall similarly make copies of such Documents available to his Sub-subcontractors.

- 5.5 Subcontractor Interfacing The Contractor shall be the single point of interface with all subcontractors for the County and all of its agents and representatives. He shall negotiate all change orders, field orders and request for proposals, with all affected subcontractors and shall review the costs of those proposals and advise the County of their validity and reasonableness, acting in the County's best interest prior to requesting approval of each change order from the County. Before any work is begun on any change order, a written authorization from the County must be issued. However, when health and safety are threatened, the Contractor shall act immediately to remove the threat to health and safety.
- 5.6 Responsibilities for Acts and Omissions The Contractor shall be responsible to the County for the acts and omissions of his employees and agents and his subcontractors, their agents and employees, and all other persons performing any of the work or supplying materials under a contract to the Contractor.
- 5.7 Subcontracts to be provided The Contractor shall furnish to the County a list of all subcontractors that it intends to utilize for the project and a copy of each subcontract, including the general supplementary conditions no later than five (5) days after the Notice to Proceed and every Tuesday and Friday during debris operations. Contractor shall also include a clear description of the percentage of the work the contractor intends to subcontract out.

**ARTICLE 6
FUNDING OUT CLAUSE**

In the event of a disaster, County may elect to remove debris with County forces, to activate this Contract, or to contract separately for debris removal.

**ARTICLE 7
CONDITIONS OF WORK**

The Contractor must inform himself fully of the conditions relating to the execution of the project and the employment of labor thereon. Failure to do so will not relieve the Contractor of his obligation to furnish all material and labor necessary to carry out the provisions of this Contract. Insofar, as possible the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruptions of or interference with the work of any other contractor(s).

**ARTICLE 8
LAWS AND REGULATIONS**

All applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the scope of work of the project shall apply to this Contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

**ARTICLE 9
FORCE MAJEURE**

It is mutually understood and agreed that the Contractor shall be waived of its obligations under the contract during any period or periods of time when acts of God, war or public enemy render impossible its performance under the contract. In such case, the Contractor shall give the County prompt oral notification followed by written notice of the particulars and estimated duration of said Force Majeure.

**ARTICLE 10
PAYMENT TO CONTRACTOR**

10.1 Contractor shall be paid for the Services rendered and accepted in accordance with the unit prices specified in the "Contractor's Price Proposal" attached hereto for eligible debris. To receive payment under this Contract, Contractor shall submit an invoice to the County's Representative for the debris hauled to each disposal site, which shall be calculated from load tickets that are issued by County representative at each site.

Contractor shall be paid solely on the tickets issued and verified by the Monitor for the County at the disposal facilities. All loads hauled shall be full and well compacted. When a load is delivered, the driver shall provide the County's Monitor with the load ticket. The Monitor at the disposal site will rate each load as a % of fully loaded capacity as predetermined through truck or trailer bed measurement by the Monitor. The capacity

of all trucks and/or trailer beds will be independently certified by the monitor designated by the County prior to the commencement of debris hauling.

- 10.2 Contractor shall furnish and pay the cost of all the necessary materials and shall furnish and pay for all the superintendents, labor, tools, equipment, transportation and perform all other work required for the removal of all disaster debris, as defined herein, in strict accordance with this Contract, and any amendments thereto and such supplemental plans and specifications which may hereafter be approved.
- 10.3 Contractor acknowledges that the County will apply for FEMA and/or State assistance. Therefore, Contractor represents that it will perform all Services hereunder in a manner, time and place so as to insure and be consistent with such reimbursement by those agencies to the County. County reserves the right to withhold amounts owed to County by Contractor from any payments due to Contractor from County.
- 10.4 All invoices shall include at a minimum the following information:
- Contractor's Name
 - Contract Number
 - Project Worksheet Number (PW #)
 - Disaster Number
 - Location and/or site of work
 - Category of Work (FEMA Categories A-G)
 - Period Covered
 - Brief description of type of work performed
 - Debris Quantities and Type

All invoices shall be delivered to the monitoring firm first for review. No invoice shall have either multiple PW #'s or Category of Work or be for a period exceeding 30 days.

- 10.5 Contractor shall submit Applications for Payment to the County in a timeframe as agreed upon by the parties to this Contract. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor's indicating, in writing, the reason for refusing to approve payment. In the event of a total denial and return of the Application for Payment by the County, the Contractor may make the necessary corrections and resubmit the Application for Payment. The County shall, within thirty (30) calendar days after County approval of an Application for Payment, pay the Contractor the amounts so approved: Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved by the County.

County shall retain five percent (5%) of the gross amount of each monthly payment request or five percent (5%) of the portion thereof approved by the County for payment whichever is less. The retained sum shall be accumulated and not released to Contractor until final payment is due to insure against timely completion of the project and/or undiscovered damage to public or private property. Any interim interest on such sums shall accrue to County.

Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.

Each Application for Payment shall be accompanied by Release and Affidavit showing that all material, labor, equipment, and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.

- 10.6 Contractor shall not be paid to handle, process, or dispose of debris that is unrelated to disaster damage. Further, Contractor shall bill the County and be paid only for eligible debris that originates within County.
- 10.7 The County does not guarantee Contractor a specific amount of work under this Contract or a specific amount of compensation hereunder.
- 10.8 Contractor shall not charge any resident, business or institution for work performed under this scope of work, nor shall Contractor or anyone employed or subcontracted by Contractor accept any additional monies from any resident, business, or institution for work performed under this scope of work.
- 10.9 Contractor shall clearly include the words "final invoice" on Contractor's final billing to the County. This statement by Contractor shall constitute Contractor's certification that all services have been properly and completely performed by Contractor and all charges and costs have been properly invoiced to the County and that all such charges are for Eligible Services. Since this account will thereupon be closed, any and all further charges if not properly included on this final invoice shall be deemed waived by Contractor.

ARTICLE 11 INSPECTION BY CONTRACTOR

Contractor represents that it has inspected the areas where Debris is to be collected and removed and is familiar with the roadway system within the jurisdiction of the County, roadway widths, and other factors that will affect the work to be performed and has not relied on any representation of conditions made by any officer, agent or employee of the County.

Contractor understands that any information provided by the County is meant only to assist the Contractor and Contractor agrees to rely on its own knowledge and investigation and not any

assistance provided by County. Contractor acknowledges that it is prepared for potentially adverse working conditions including, but not limited to, limited fuel supplies, limiting housing availability, limited food and water supplies, and wet and muddy conditions, and that these factors were considered in determining the costs originally agreed upon by the parties.

ARTICLE 12 HOURS OF WORK

Contractor recognizes that, at the time this Request for Proposals was prepared, the time period for reimbursement by FEMA for debris removal is limited. The Contractor shall operate during daylight hours coordinating with landfills, unless otherwise directed by the County's designated representative. Removal of debris shall be restricted to between the hours from dawn to dusk. Contractor shall devote such time, attention and resources to the performance of Contractor's services and obligations hereunder as shall be necessary to complete this project. Contractor shall notify Monitor by close of business each Thursday whether weekend work is anticipated. If a truck is loaded too late in the day to travel to the disposal site, a load ticket may be written for a full load only.

ARTICLE 13 LOCAL PREFERENCE

In choosing materials related to its services under this Contract, the Contractor shall give preference to materials grown, produced, prepared, made or manufactured in the State of North Carolina. Contractor will make every effort to utilize and employ local subcontractors, equipment rental, supplies and other locally available resources. For purposes of this project, local shall be defined to mean the jurisdictional boundaries of Lee County.

ARTICLE 14 TIME OF THE ESSENCE

- 14.1 Contractor understands that the deadline for reimbursement by FEMA is limited, and that time is of the essence in the performance of this Contract.
- 14.2 Contractor agrees to provide necessary performance bond, payment bond and insurance certificates and commence the performance of services under this Contract no later than seventy-two (72) hours after execution hereof.
- 14.3 Contractor agrees to work diligently to complete this Contract at the earliest possible date; however, in no event shall the time period for Completion of this contract exceed 90 days from Notice to Proceed for complete performance in every respect under this Contract, unless the County initiates additions or deletions to the Contract by written change orders, in its sole discretion extends this period due to the progress of the debris removal, or the Contract is terminated as provided herein.

- 14.4 Both parties pursuant to applicable federal, state and local law will equitably negotiate subsequent changes and completion time.

**ARTICLE 15
INSURANCE, INDEMNITY AND WAIVER OF SUBROGATION**

- 15.1 Indemnity Contractor agrees to indemnify and save harmless the County, its officers, agents, monitors, representatives, employees and attorneys from and against any and all losses and claims, demands, payments, suits, actions and judgments of every kind, including, without limitation, attorneys fees and expenses for the total cost of review and defending same, that may be brought or recovered against them by reason of any action or omission of the Contractor, its agents or employees (including those of any of his sub-contractors) in the performance of work under this Contract.

15.2 Contractor's Insurance

- 15.2.1 The Contractor shall not commence any work in connection with this Agreement until he has obtained all of the following types of insurance and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of North Carolina.

- 15.2.2 Worker's Compensation Insurance - Contractor shall provide Workers Compensation Insurance and maintain at its expense during the term of this Contract, in accordance with workers compensation laws of the State of North Carolina, including occupational disease provisions, for all of the Contractor's employees, and in case any work is sublet, Contractor shall require any such subcontractor similarly to provide Workers Compensation Insurance, including occupational disease provisions, for all of the subcontractor's employees unless such employees are covered by the protection afforded by the Contractor. In case employees engaged in hazardous work under this contract are not protected under the Workers Compensation Law, the Contractor shall provide, and shall cause each subcontractor to provide adequate and suitable insurance for the protection of its employees not otherwise protected. Any uninsured subcontractors are hereby deemed to be covered by the Contractor's workers compensation coverage.

- 15.2.3 Contractor's Public Liability and Property Damage Insurance The Contractor shall procure and maintain during the duration of this Contract, Contractor's general public liability and property damage insurance, including auto liability and employer's liability coverage, insuring Contractor from all claims from personal injury, including death, and claims for destruction or

damage to property arising out of or in connection with any operations under this Contact, whether such operations are by the Contractor or a subcontractor of the Contractor, and said insurance shall name as additional insured, waive and hold harmless the County and the Monitor. Insurance shall be written with limits of liability of not less than the following:

(a) Debris Removal Manager's Comprehensive General Liability Coverages, Bodily Injury & Property Damage	\$1,000,000.00 Each Occurrence, Combined Single Limit
(b) Automobile Liability Coverages, Bodily Injury & Property Damage	\$1,000,000 Each Occurrence, Combined Single Limit
(c) Excess Liability, Umbrella Form	\$4,000,000 Each Occurrence, Combined Single Limit

Insurance clause for both BODILY INJURY AND PROPERTY DAMAGE shall be amended to provide coverage on an occurrence basis.

15.2.4 Subcontractor's Public Liability and Property Damage Insurance - The Contractor shall require each of his subcontractors to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of his subcontractors in his policy, as specified above.

15.3 County's and Contractor's Protective Liability Insurance

The Contractor shall procure as a cost of the project and furnish a County and Contractor's Protective Liability Insurance Policy with the following minimum limits:

(a) Bodily Injury Liability & Property Damage Liability	\$1,000,000 Each Occurrence Combined Single Limit
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15.4 "XCU" {Explosion, Collapse, Underground Damage

The Contractor's Liability Policy shall provide "XCU" coverage for those classifications in which they are excluded.

15.5 Broad Form Property Damage Coverage. Products & Completed Operations Coverages

The Contractor's Liability Policy shall include Broad Form Property Damage Coverage, Products and Completed Operations Coverages.

15.6 Contractual Liability Work Contracts

The Contractor's Liability Policy shall include Contractual Liability Coverage designed to protect the Contractor for contractual liabilities assumed by the Contractor in the performance of this Contract.

15.7 Indemnification Rider

15.7.1 The Contractor shall indemnify and hold harmless the County and the Federal Government and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Article.

15.7.2 In any and all claims against the County and the Federal Government or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

15.8 Certificate of Insurance

The County shall be furnished proof of coverage of Insurance as follows:

Certificate of Insurance form will be furnished to the County along with the Contract Documents. These shall be completed and signed by the authorized North Carolina Resident Agent, and returned to the office of the General Services Director. This Certificate shall be dated and show:

- (a) The name of the insured Contractor, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date.

- (b) Statement that the Insurer will mail notice to the County at least fifteen (15) days prior to any material changes in provisions or cancellation of the policy.
- (c) Certificate of Insurance shall be in the form as approved by County Risk Manager and such Certificate shall clearly state all the coverages required in this Section commencing at 15.2 and ending with 15.9.4.
- (d) Certificate of Insurance shall state that the County is listed as additional insured on all appropriate policies.
- (e) Copy of the endorsement or additional insured rider to the General Liability Policy.
- (f) Date of Birth of authorized Resident Agent.

15.9 Waiver of Subrogation

- 15.9.1 The County and the Contractor waive all rights against each other, for damages caused by perils covered by insurance provided under Article 15.2 to the extent covered by such insurance except such rights as they may have to the proceeds of such insurance held by the County and Contractor as trustees. The Contractor shall require similar waivers from all subcontractors and their sub-subcontractors.
- 15.9.2 The County and Contractor waive all rights against each other for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The Contractor shall require similar waivers from all subcontractors and their sub-subcontractors.
- 15.9.3 The County waives subrogation against the Contractor on all property and consequential loss policies carried by the County on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.
- 15.9.4 If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner of such policies will cause them to be so endorsed, failure to obtain proper endorsement nullifies the waiver of subrogation.

**ARTICLE 16
PERFORMANCE BONDS**

Prior to beginning work, Contractor agrees to provide the County with performance bond payable to, in favor of, or for the protection of the County for the work to be performed under this Contract in an amount not less than 100% of the estimated contract amount, unconditioned for the full and faithful performance of this Contract. All insurance or bonds required under the terms of this Contract and General Conditions shall be issued by company licensed to do business in the State of North Carolina.

**ARTICLE 17
PAYMENT BOND**

Prior to beginning work, Contractor agrees to provide the County with a payment bond conditioned for the prompt payment of all persons supplying labor or material in the performance of the work in an amount not less than the estimated contract amount.

**ARTICLE 18
TERMINATION**

Contractor may terminate this Contract upon thirty (30) days written notice to the County, provided, however, that during such thirty (30) days (or until earlier release by the County), Contractor shall continue to diligently perform all of its duties hereunder. The County may cancel this Contract at any time for any reason, with or without cause, upon written notice to the Contractor. If this Contract is terminated by the County with written notice to Contractor, the Contractor shall be paid for the eligible work performed to the time of termination. The termination of this Contract by the County for inadequate performance shall not relieve Contractor of any obligations and liabilities that have accrued at the time of such termination. If this Contract is so terminated, the County shall be liable only for goods or services then delivered by Contractor and accepted by the County. Such termination shall be effective as of the date and time designated by the County. This contract shall be deemed to have been completed in accordance with its terms when the County notifies Contractor that all Debris has been removed to the satisfaction of the County.

**ARTICLE 19
PERSONNEL**

Contractor represents and warrants to the County that Contractor has, or shall secure at its own expense prior to the commencement of services hereunder, all necessary personnel required to perform the services under this Contract. Such personnel shall not be deemed to be employees or agents of the County or to have any contractual relationship with the County. All services required of Contractor hereunder shall be performed by Contractor or under its supervision, and all personnel engaged in performing such services shall be fully qualified, and if necessary, authorized under applicable law to perform such services. Any changes or

substitutions in Contractor's key personnel must be approved in advance by the County. Contractor represents and warrants to the County that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. Contractor shall remove from the work described in this Contract any person the County deems to be incompetent, careless or otherwise objectionable. Provide in the Contractor's Technical Proposal, the number of personnel that will be secured to provide the services described herein broken into categories of job titles.

**ARTICLE 20
SAFETY**

- 20.1 Contractor understands and acknowledges that it will be working in congested areas. Contractor shall employ flag men and other necessary measures to protect the public and shall be fully responsible for implementing safety measures in performing its work under this Contract. Contractor will provide necessary traffic control measures.
- 20.2 Contractor shall be responsible for the conduct and actions of all of its employees and subcontractors. Contractor's employees and subcontractors shall not exhibit any pattern of discourteous behavior to the public or otherwise act in a manner contrary to the best interests of the County.
- 20.3 Contractor shall employ and utilize sufficient manpower and equipment to assure that work zone safety is in keeping with all requirements established by the Federal Highway Administration's Manual for Work Zone Safety. The County reserves the right to curtail work efforts until unsafe practices are corrected. Contractor shall present to the County, within 48 hours of the execution of this Contract, a copy of emergency procedures designed to facilitate prompt notification of emergency response personnel in the event of accidents or injuries to employees or other persons associated with or in proximity to work zones. It shall be the responsibility of Contractor to make assurances that any and all equipment and/or vehicles used in connection with the work hereunder meet applicable federal, State, and local laws and regulations regarding the use of such vehicles and equipment on public roadways.

**ARTICLE 21
FEDERAL AND STATE TAXATION**

Contractor shall be responsible for payment of its own and its share of its employee FICA and Social Security benefits with respect to work performed under or contemplated by this Contract and all other applicable taxes.

**ARTICLE 22
SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon the parties and their respective successors and assigns; provided, however, that this Contract may not be assigned by Contractor without the prior written consent of the County, which consent may be withheld at the sole and absolute discretion of the County. No provision hereof shall be deemed to create any personal liability on the part of any officer, agent, or Monitor for the County, nor shall this Contract be deemed to create any rights or benefits to any person other than the County or Contractor.

**ARTICLE 23
PROGRESS REPORTS**

Contractor shall provide progress reports to the County on a weekly basis or more frequently as requested by the County. Such reports shall contain, at a minimum, total cubic yards collected, daily totals, and description of the geographical areas being addressed by the Contractor.

**ARTICLE 24
DEFAULT**

Either party shall be in default hereunder upon the failure to perform any material provision hereof. In the event of a default by the County, Contractor shall be entitled to exercise any and all rights and remedies available under the laws of the State of North Carolina. In the event of a default by Contractor, the County shall be entitled to exercise any or all of the following remedies, alone or in conjunction with others: (a) the termination of this Contract; (b) the withholding of the retainage specified herein to be applied to damages incurred by reason of such default; and (c) the exercise of all other rights and remedies available under the laws of the State of North Carolina.

**ARTICLE 25
CREDIT**

Contractor shall not pledge the County's credit or make the County a guarantor for payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Contractor further represents and warrants that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

**ARTICLE 26
PERFORMANCE**

Contractor shall perform its obligations hereunder in a manner so as not to interfere with the normal operations of the County, Such performance by Contractor shall be in compliance with all applicable local, State and federal laws and regulations.

**ARTICLE 27
DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

Contractor shall deliver to the County or its designated representative for approval and acceptance, prior to the County's final payment hereunder, all documents and material prepared and/or utilized by Contractor in connection with this Contract. All oral and written information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the County, or at its expense, will be kept confidential by Contractor and will not be disclosed by Contractor to any other person or entity, either directly or indirectly, without the County's prior written consent, unless otherwise required by lawful court order, after a hearing at which the County is represented. All drawings, maps, sketches, programs, data bases, reports and other data developed, produced, created or purchased under or pursuant to this Contract for or at the County's expense shall be and remain the County's sole property and may be reproduced at the discretion of the County. All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made relating to disclosure or ownership of documents and information, shall survive the execution, delivery, and termination of this Contract.

**ARTICLE 28
ACCESS AND AUDITS**

Contractor shall maintain adequate records to justify all charges, expenses and costs incurred in performing the Services for a period of at least seven (7) years following completion of this Contract. The County and Monitor shall have full and complete access to all records, documents, and information collected and/or maintained by Contractor in the course of the administration and performance of this Contract. This information shall be made accessible at Contractor's local place of business in County, for purposes of inspection, reproduction and audit without restriction. If records are unavailable in County, it shall be Contractor's responsibility to insure that all required records are provided to the County at Contractor's expense.

**ARTICLE 29
NONDISCRIMINATION**

Contractor represents and warrants that all of its employees are and shall be treated equally during employment by Contractor without regard to race, color, religion, physical handicap, sex, age or national origin.

**ARTICLE 30
SEVERABILITY**

If any term or provision of this Contract shall be held to be invalid or unenforceable, the remainder of this Contract, or the application of such term or provision, to persons or

circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 31 MODIFICATIONS OF WORK

- 31.1 The County reserves the right to make changes in the Services, including alterations, reductions or additions thereto. Upon receipt by Contractor of the County's notification of a contemplated change, Contractor shall (a) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change, (b) notify the County of any estimated change in the completion date, and (3) advise the County in writing if the contemplated change shall affect Contractor's ability to meet the completion dates or schedules of this Contract. If the County instructs in writing, Contractor shall suspend work on that portion of the services affected by a contemplated change, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a contract amendment or change order and Contractor shall not commence work on any such change until such written amendment or change order has been issued and signed by both parties
- 31.2 Emergencies In any emergency affecting the safety of persons or property, the Contractor shall act at his discretion, to prevent threatened damage, injury or loss. Any increase in the Guaranteed Maximum Price or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in this article.

ARTICLE 32 MONITORING OF CONTRACT FOR DEBRIS REMOVAL

The County shall provide, and Contractor shall allow, monitoring and inspections as necessary to determine contract performance, which may include, but is not limited to, on-site inspections, metering of operations, and inspections of operating records during Contractor's operating hours. Contractor will notify Monitor each evening of the number of work crews and disposal sites that will need assigned monitors, 8 hours before crews arrive, to facilitate the proper staffing for certification of truck volumes and issuance of load tickets. County may increase or decrease the number of monitors provided to the Contractor to meet the needs of the debris removal effort. The contractor shall construct an inspection tower at each Debris Management Site (DMS) and disposal site specifically for this project, as described or approved equivalent. The tower shall be of sound construction and of scaffolding, constructed according to USACE specifications and shall comply with standard OSHA requirements and local codes. The tower is for the purpose of a monitor to view and grade loads. FEMA and/or the County may occupy the tower at their discretion for QA/QC purposes. Others may use the inspector tower to view loads under special circumstances.

**ARTICLE 33
NON-EXCLUSIVE CONTRACT**

This Contract shall be non-exclusive and the County may procure the services contemplated hereby from other sources at the County's discretion.

**ARTICLE 34
CONTRACT LANGUAGE**

Use of the masculine includes feminine and neuter, singular includes plural, and captions and headings are inserted for convenience of reference and do not define, describe, extend or limit the scope or intent of this Contract.

**ARTICLE 35
INCORPORATION OF CONTRACT DOCUMENTS**

The Contract between County and Contractor shall consist of this document and all exhibits referenced herein, the Request for Proposal and the Contractors' Response to the Request for Proposal. If the documents are in conflict, the order of precedence shall be as follows: Non-Exclusive Contract for Disaster Debris Management Services with Exhibits, Request for Proposals for Disaster Debris Management and Removal Services, then the Contractor's Response to the Request for Proposals.

**ARTICLE 36
AMENDMENTS**

This Contract may not be amended except by written instrument duly executed by or on behalf of all of the parties hereto.

**ARTICLE 36
ARBITRATION**

Any controversy or claim arising out of, or relating to this Contract, or its breach, shall be settled by arbitration in Lee County, North Carolina in accordance with the provisions of the North Carolina Revised Uniform Arbitration Act, (the "Act"). The parties to this Contract understand that this arbitration provision shall expressly apply to this Contract in accordance with the Act. Judgment upon the award rendered may be entered and enforced in any court of competent jurisdiction.

**ARTICLE 38
NOTICES**

All formal notices, requests or reports required hereunder shall be in writing and sent to the Point of Contact for both parties as outlined below:

Point of Contact for Lee County:

Joseph T. Cherry, Solid Waste Superintendent
Lee County Department of General Services
805 S. Fifth Street
Sanford, NC 27330
919-718-4622 ext. 5381
Email: joseph.cherry@leecountync.gov

Point of Contact for Contractor:

A. F. Sonny Armond, Vice President
543 Oliver Street
New Orleans, Louisiana 70114
504-722-4975
Email: armondii@aol.com

(Or such other person or address as Contractor shall have designated by due notice to County).

**ARTICLE 39
NON-WAIVER**

Nothing set forth herein is intended nor shall be construed as a waiver of any immunity available to County, its governing board or employees.

**ARTICLE 40
GOVERNING LAW**

The validity, interpretation and performance of this Contract and of its provisions shall be governed by the laws of the State of North Carolina.

**ARTICLE 41
COUNTY POLICY**

The County of Lee opposes discrimination on the basis of race and sex and urges all of its contractors to provide a fair opportunity for minorities and women to participate in their workforce and subcontractors and vendors under County contracts.

**ARTICLE 42
EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Contract, the Contractor agrees as follows:

- 42.1 The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age or handicap. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these EEO provisions.
- 42.2 The Contractor shall in all solicitations or advertisement for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age or handicap.
- 42.3 The Contractor shall send a copy of the EEO provisions to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding.
- 42.4 In the event of the Contractor's noncompliance with these EEO provisions, the County may cancel, terminate, or suspend this Contract, in whole or in part, and the County may declare the Contractor ineligible for further County contracts.
- 42.5 Unless exempted by the Board of Commissioners of the County of Lee, the Contractor shall include these EEO provisions in every purchase order for goods to be used in performing this Contract and in every subcontract related to this Contract so that these EEO provisions will be binding upon such subcontractors and vendors.

**ARTICLE 43
JOINT RESOLUTION JURISDICTION**

Nothing herein shall prohibit this Contract from being utilized for performance of disaster related activities by any political subdivision within the State of North Carolina.

**ARTICLE 44
HAZARD MITIGATION GRANT INCENTIVE**

The County agrees to allow the Contractor to complete any hazard mitigation projects for which the Contractor has secured funding.

The undersigned have read the entire Agreement and accept the terms and conditions as shown by their signatures below.

COUNTY OF LEE

By: Charles T. Parks (SEAL)
Charles T. Parks, Chairman
Lee County Board of Commissioners

ATTEST:

By: Gaynell M. Lee
Gaynell M. Lee, Clerk

CONTRACTOR

By: Jerry W. Brooks (SEAL)
Jerry W. Brooks
Chief Financial Officer
TAG Grinding Services, Inc.



This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Lisa G. Minter
Lisa G. Minter
Assistant County Manager/Finance Officer

Date: 6/17/14

Joseph Cherry

From: armondii <armondii@aol.com>
Sent: Monday, March 20, 2017 2:30 PM
To: Joseph Cherry
Cc: Jerry Brooks; Jay Brooks
Subject: RE: Lee County Pre-Event Contract for Disaster Debris Management Services

We would be honored to continue our partnership. Please let us know if you need anything other than this confirmation. Thank you again.

Sonny

Sent from my Verizon Wireless 4G LTE smartphone

----- Original message -----

From: Joseph Cherry <joseph.cherry@leecountync.gov>
Date: 03/20/2017 1:14 PM (GMT-06:00)
To: armondii@aol.com
Cc: Whitney Parrish <wparrish@leecountync.gov>
Subject: Lee County Pre-Event Contract for Disaster Debris Management Services

Dear Mr. Armond:

As you know, the initial term of the Pre-Event Contract for Disaster Debris Management Services between Lee County, North Carolina and TAG Grinding Services, Inc. expires on June 16, 2017. It is our intention, pending approval of the Lee County Board of Commissioners, to renew said Contract for one additional one (1) year period. If you are in agreement, please advise.

Thank you for your continued support and assistance. If you have any comments or questions, please do not hesitate to contact me.

Joseph T. Cherry

Solid Waste Superintendent

Lee County General Services

805 S. Fifth Street

Sanford, NC 27330

Phone: 919-718-4622 ext 5381

Fax: 919-774-6526

joseph.cherry@leecountync.gov

This email and any files transmitted with it are confidential and intended solely for the sender and receiver. If you are not the named addressee you should not disseminate, distribute, copy or alter this email. Any views or opinions presented in this email are solely those of the author and might not represent those of Lee County Government. Warning: Although Lee County Government has taken reasonable precautions to ensure no viruses are present in this email, the company cannot accept responsibility for any loss or damage arising from the use of this email or attachments. This email message, and any attachment(s) hereto, as well as any email message(s) that may be sent in response to it, may be considered Public Record subject to the North Carolina Public Records Law "NCGS.Ch.132" and may be disclosed to third parties and as such are subject to requests for review without the consent of the sender and/or receiver. If you are not the intended recipient, please destroy this message and inform the sender immediately. The information contained in this email may be confidential and, in any event, is intended only for the use of the entity or individual to whom it is addressed

The County of Lee North Carolina

Vendor/Contractor Name: TAG Grinding Services, Inc.

**IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 147-86.59**

As of the date listed below, the Vendor/Contractor listed above certifies that they are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. Contractor/Vendor shall not utilize any subcontractor that is identified on the list.

**E-VERIFY CERTIFICATION
REQUIRED BY N.C.G.S. 143-48.5 & 147-33.95(g)**

As of the date listed below, the Vendor/Contractor listed above and all Vendor/Contractor's subcontractors certify that they are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina 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.

The undersigned hereby certifies that he/she is authorized by the entity listed above to make the foregoing statement.


Signature

Jerry W. Brooks
Printed Name

April 3, 2017
Date

Chief Financial Officer
Printed Title

LEE COUNTY

NORTH CAROLINA

Committed Today for a Better Tomorrow

LEE COUNTY BOARD OF COMMISSIONERS

<u>ITEM ABSTRACT</u>	<u>ITEM NO.</u> V. C.
Meeting Date: May 1, 2017	<input type="checkbox"/> Information <input checked="" type="checkbox"/> Action Item <input type="checkbox"/> Consent Agenda

SUBJECT: Additional State Revenue for STD Prevention in the Communicable Disease Program

DEPARTMENT SECTION: Health

CONTACT PERSON: Heath Cain

REQUEST: This is a request for the Board of Commissioners to approve additional funding awarded by the state for the Communicable Disease Program for STD Prevention.

SUMMARY: This Agreement Addendum Revision #3 provides additional funds for the local health department to provide additional STD prevention training to its staff in order to assure high quality patient care.

The Board of Health approved this funding on April 19, 2017.

BUDGET IMPACT: Increase to the Communicable Disease Budget by \$608.00

ATTACHMENT(S): (1) DPH Agreement Addendum FY 16-17 for STD Prevention Rev #3

PUBLIC HEARING: None

PRIOR BOARD ACTION: N/A

RECOMMENDATION: The Health Department respectfully requests the Board of Commissioners to approve the additional State Revenue for STD prevention in the Communicable Disease Program.

Division of Public Health Agreement Addendum FY 16-17

Lee County Health Department
Local Health Department Legal Name

Epidemiology / Communicable Disease Branch
DPH Section/Branch Name

610 STD Prevention
Activity Number and Description

Vivian Mears, 252-341-3487
vivian.mears@dhhs.nc.gov

DPH Program Contact
(name, telephone number with area code, and email)

06/01/2016 – 05/31/2017
Service Period

DPH Program Signature **Date**
(only required for a negotiable agreement addendum)

07/01/2016 – 06/30/2017
Payment Period

- Original Agreement Addendum
- Agreement Addendum Revision # 3 (Please do not put the Budgetary Estimate revision # here.)

I. Background: No change.

II. Purpose:
This Agreement Addendum Revision #3 provides additional funds for the Local Health Department to provide additional STD prevention training to its staff in order to assure high quality patient care.

III. Scope of Work and Deliverables:
As of May 1, 2017, this Agreement Addendum Revision #3 adds the following sentences to Paragraph 3:
Provide the recorded webinar “2017 North Carolina Annual STD Update” as additional STD prevention training, as is needed by the LHD staff. (This webinar was recorded on March 8, 2017.) Prior approval from DPH is not required for this additional STD prevention training.

IV. Performance Measures/Reporting Requirements:
As of May 1, 2017, this Agreement Addendum Revision #3 adds Reporting Requirement #6, as follows:
Report Requirement #6: Local Health Department shall report the number of STD staff who view the “2017 North Carolina Annual STD Update” webinar. This report is due by May 31, 2017 to the DPH Program Contact.

V. Performance Monitoring and Quality Assurance: No change.

VI. Funding Guidelines or Restrictions: No change.

Health Director Signature	(use blue ink)	Date
Local Health Department to complete: (If follow-up information is needed by DPH)		
LHD program contact name:	_____	
Phone number with area code:	_____	
Email address:	_____	

Signature on this page signifies you have read and accepted all pages of this document.

FY17 Activity: 610 STD Prevention

Supplement 6

Supplement reason: In AA+BE or AA+BE Rev -OR- -

CFDA #: 93.977 Federal awd date: 04/03/17 Is award R&D? no FAIN: NH25PS004349 Total amount of fed awd: \$ 1,367,921

CFDA Preventive Health Services_Sexually Transmitted Diseases Control Grants	Fed award project description: North Carolinas STD Prevention Project	Fed awarding agency: DHHS, Centers for Disease Control and Prevention	Federal award indirect cost rate: n/a	%
--	---	---	---------------------------------------	---

Subrecipient	Subrecipient DUNS	Fed funds for this Supplement	Total All fed funds for this Activity	Subrecipient	Subrecipient DUNS	Fed funds for this Supplement	Total All fed funds for this Activity
Alamance	965194483	608	3,988	Jackson	019728518	608	3,988
Albemarle	130537822	608	3,988	Johnston	097599104	608	3,988
Alexander	030495105	608	3,988	Jones	095116935	608	3,988
Anson	847163029	608	3,988	Lee	067439703	608	3,988
Appalachian	780131541	608	3,988	Lenoir	042789748	608	3,988
Beaufort	091567776	608	3,988	Lincoln	086869336	608	3,988
Bladen	084171628	608	3,988	Macon	070626825	608	3,988
Brunswick	091571349	608	3,988	Madison	831052873	608	3,988
Buncombe	879203560	608	3,988	MTW	087204173	608	3,988
Burke	883321205	608	3,988	Mecklenburg	074498353	608	3,988
Cabarrus	143408289	608	3,988	Montgomery	025384603	608	3,988
Caldwell	948113402	608	3,988	Moore	050988146	608	3,988
Carteret	058735804	608	3,988	Nash	050425677	608	3,988
Caswell	077846053	608	3,988	New Hanover	040029563	608	3,988
Catawba	083677138	608	3,988	Northampton	097594477	608	3,988
Chatham	131356607	608	3,988	Onslow	172663270	608	3,988
Cherokee	130705072	608	3,988	Orange	139209659	608	3,988
Clay	145058231	608	3,988	Pamlico	097600456	608	3,988
Cleveland	879924850	608	3,988	Pender	100955413	608	3,988
Columbus	040040016	608	3,988	Person	091563718	608	3,988
Craven	091564294	608	3,988	Pitt	080889694	608	3,988
Cumberland	123914376	608	3,988	Randolph	027873132	608	3,988
Dare	082358631	608	3,988	Richmond	070621339	608	3,988
Davidson	077839744	608	3,988	Robeson	082367871	608	3,988
Davie	076526651	608	3,988	Rockingham	077847143	608	3,988
Duplin	095124798	608	3,988	Rowan	074494014	608	3,988
Durham	088564075	608	3,988	RPM	782359004	608	3,988
Edgecombe	093125375	608	3,988	Sampson	825573975	608	3,988
Forsyth	105316439	608	3,988	Scotland	091564146	608	3,988
Franklin	084168632	608	3,988	Stanly	131060829	608	3,988
Gaston	071062186	608	3,988	Stokes	085442705	608	3,988
Graham	020952383	608	3,988	Surry	077821858	608	3,988
Granville-Vance	063347626	608	3,988	Swain	146437553	608	3,988
Greene	091564591	608	3,988	Toe River	113345201	608	3,988
Guilford	071563613	608	3,988	Transylvania	030494215	608	3,988
Halifax	014305957	608	3,988	Union	079051637	608	3,988
Harnett	091565986	608	3,988	Wake	019625961	608	3,988
Haywood	070620232	608	3,988	Warren	030239953	608	3,988
Henderson	085021470	608	3,988	Wayne	040036170	608	3,988
Hertford	627320971	608	3,988	Wilkes	067439950	608	3,988
Hoke	091563643	608	3,988	Wilson	075585695	608	3,988
Hyde	832526243	608	3,988	Yadkin	089910624	608	3,988
Iredell	074504507	608	3,988				

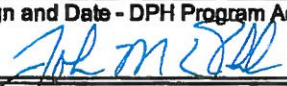

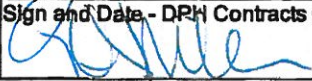

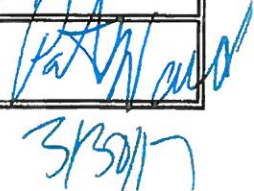
DPH-Aid-To-Counties

For Fiscal Year: 16/17

Budgetary Estimate Number : 5

Activity 610	AA	1311 462C NB	1311 462D NB	1311 981A HV	1311 981E HV	1311 981E HV	1311 981F HV	Proposed Total	New Total
Service Period		06/01-12/31	01/01-05/31	01/01-05/31	06/01-12/31	06/01-05/31	01/01-05/31		
Payment Period		07/01-01/31	02/01-06/30	02/01-06/30	07/01-01/31	07/01-06/30	02/01-06/30		
01 Alamance	* 3	0	608	0	0	0	0	608	3,988
D1 Albemarle	* 3	0	608	0	0	0	0	608	3,988
02 Alexander	* 3	0	608	0	0	0	0	608	3,988
04 Anson	* 3	0	608	0	0	0	0	608	3,988
D2 Appalachian	* 3	0	608	0	0	0	0	608	3,988
07 Beaufort	* 3	0	608	0	0	0	0	608	3,988
09 Bladen	* 3	0	608	0	0	0	0	608	3,988
10 Brunswick	* 3	0	608	0	0	0	0	608	3,988
11 Buncombe	* 3	0	608	0	0	0	0	608	3,988
12 Burke	* 3	0	608	0	0	0	0	608	3,988
13 Cabarrus	* 3	0	608	0	0	0	0	608	3,988
14 Caldwell	* 3	0	608	0	0	0	0	608	3,988
16 Carteret	* 3	0	608	0	0	0	0	608	3,988
17 Caswell	* 3	0	608	0	0	0	0	608	3,988
18 Catawba	* 3	0	608	0	0	0	0	608	3,988
19 Chatham	* 3	0	608	0	0	0	0	608	3,988
20 Cherokee	* 3	0	608	0	0	0	0	608	3,988
22 Clay	* 3	0	608	0	0	0	0	608	3,988
Cleveland	* 3	0	608	0	0	0	0	608	3,988
24 Columbus	* 3	0	608	0	0	0	0	608	3,988
25 Craven	* 3	0	608	0	0	0	0	608	3,988
26 Cumberland	* 3	0	608	0	0	0	0	608	3,988
28 Dare	* 3	0	608	0	0	0	0	608	3,988
29 Davidson	* 3	0	608	0	0	0	0	608	3,988
30 Davie	* 3	0	608	0	0	0	0	608	3,988
31 Duplin	* 3	0	608	0	0	0	0	608	3,988
32 Durham	* 3	0	608	0	0	0	0	608	3,988
33 Edgecombe	* 3	0	608	0	0	0	0	608	3,988
34 Forsyth	* 3	0	608	0	0	0	0	608	3,988
35 Franklin	* 3	0	608	0	0	0	0	608	3,988
36 Gaston	* 3	0	608	0	0	0	0	608	3,988
38 Graham	* 3	0	608	0	0	0	0	608	3,988
D3 Gran-Vance	* 3	0	608	0	0	0	0	608	3,988
40 Greene	* 3	0	608	0	0	0	0	608	3,988
41 Guilford	* 3	0	608	0	0	0	0	608	3,988
42 Halifax	* 3	0	608	0	0	0	0	608	3,988
43 Harnett	* 3	0	608	0	0	0	0	608	3,988
44 Haywood	* 3	0	608	0	0	0	0	608	3,988
45 Henderson	* 3	0	608	0	0	0	0	608	3,988
46 Hertford	* 3	0	608	0	0	0	0	608	3,988
7 Hoke	* 3	0	608	0	0	0	0	608	3,988
48 Hyde	* 3	0	608	0	0	0	0	608	3,988
49 Iredell	* 3	0	608	0	0	0	0	608	3,988
50 Jackson	* 3	0	608	0	0	0	0	608	3,988
51 Johnston	* 3	0	608	0	0	0	0	608	3,988

52 Jones	* 3	0	608	0	0	0	0	608	3,988
53 Lee	* 3	0	608	0	0	0	0	608	3,988
54 Lenoir	* 3	0	608	0	0	0	0	608	3,988
55 Lincoln	* 3	0	608	0	0	0	0	608	3,988
Macon	* 3	0	608	0	0	0	0	608	3,988
57 Madison	* 3	0	608	0	0	0	0	608	3,988
D4 M-T-W	* 3	0	608	0	0	0	0	608	3,988
60 Mecklenburg	* 3	0	608	0	0	0	0	608	3,988
62 Montgomery	* 3	0	608	0	0	0	0	608	3,988
63 Moore	* 3	0	608	0	0	0	0	608	3,988
64 Nash	* 3	0	608	0	0	0	0	608	3,988
65 New Hanover	* 3	0	608	0	0	0	0	608	3,988
66 Northampton	* 3	0	608	0	0	0	0	608	3,988
67 Onslow	* 3	0	608	0	0	0	0	608	3,988
68 Orange	* 3	0	608	0	0	0	0	608	3,988
69 Pamlico	* 3	0	608	0	0	0	0	608	3,988
71 Pender	* 3	0	608	0	0	0	0	608	3,988
73 Person	* 3	0	608	0	0	0	0	608	3,988
74 Pitt	* 3	0	608	0	0	0	0	608	3,988
76 Randolph	* 3	0	608	0	0	0	0	608	3,988
77 Richmond	* 3	0	608	0	0	0	0	608	3,988
78 Robeson	* 3	0	608	0	0	0	0	608	3,988
79 Rockingham	* 3	0	608	0	0	0	0	608	3,988
80 Rowan	* 3	0	608	0	0	0	0	608	3,988
D5 R-P-M	* 3	0	608	0	0	0	0	608	3,988
82 Sampson	* 3	0	608	0	0	0	0	608	3,988
Scotland	* 3	0	608	0	0	0	0	608	3,988
84 Stanly	* 3	0	608	0	0	0	0	608	3,988
85 Stokes	* 3	0	608	0	0	0	0	608	3,988
86 Surry	* 3	0	608	0	0	0	0	608	3,988
87 Swain	* 3	0	608	0	0	0	0	608	3,988
D6 Toe River	* 3	0	608	0	0	0	0	608	3,988
88 Transylvania	* 3	0	608	0	0	0	0	608	3,988
90 Union	* 3	0	608	0	0	0	0	608	3,988
92 Wake	* 3	0	608	0	0	0	0	608	3,988
93 Warren	* 3	0	608	0	0	0	0	608	3,988
96 Wayne	* 3	0	608	0	0	0	0	608	3,988
97 Wilkes	* 3	0	608	0	0	0	0	608	3,988
98 Wilson	* 3	0	608	0	0	0	0	608	3,988
99 Yadkin	* 3	0	608	0	0	0	0	608	3,988
Totals		0	51,680	0	0	0	0	51,680	338,980

Sign and Date - DPH Program Administrator  3-28-17	Sign and Date - DPH Section Chief  3/28/17
Sign and Date - DPH Contracts Office  3-29-17	Sign and Date - DPH Budget Officer  3-29-17 

LEE COUNTY

NORTH CAROLINA

Committed Today for a Better Tomorrow

LEE COUNTY BOARD OF COMMISSIONERS

<u>ITEM ABSTRACT</u>	<u>ITEM NO.</u> V. D.
Meeting Date: May 1, 2017	<input checked="" type="checkbox"/> Information <input type="checkbox"/> Action Item <input type="checkbox"/> Consent Agenda

SUBJECT: 2016 State of the County Health (SOTCH) Report

DEPARTMENT SECTION: Health

CONTACT PERSON: Heath Cain

REQUEST: Review the 2016 State of the County Health (SOTCH) Report

SUMMARY: Local Health Departments are required to complete a Community Health Assessment (CHA) every four years as part of accreditation. The purpose of the CHA is to collect health data and information from county residents, the State Center for Health Statistics and other sources to identify the top health priorities for the County. In the interim years, the LHD must complete a State of the County Health (SOTCH) Report that provides an update on health data for the county and progress in addressing health priorities. This information will be shared with the public and community partners.

This information was shared with the Board of Health at the Board meeting April 19, 2017.

BUDGET IMPACT: None

ATTACHMENT(S): (2); Attachment 1: SOTCH Health Report Review Approval Letter; Attachment 2: 2016 SOTCH Report

PUBLIC HEARING: NA

PRIOR BOARD ACTION: NA

RECOMMENDATION: Review health data for Lee County taking special note of health trends.



DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH

ROY COOPER
GOVERNOR

MANDY COHEN, MD, MPH
SECRETARY

DANIEL STALEY
DIRECTOR

April 19, 2017

Mr. William Heath Cain, Health Director
Lee County Public Health Department
106 Hillcrest Street
Sanford, NC
27330

Dear Mr. Cain:

The North Carolina Division of Public Health (DPH) and the North Carolina Local Health Department Accreditation Board (NCLHDAB) require local health departments to submit a State of the County Health Report (SOTCH) in each interim year following the comprehensive community health assessment. The SOTCH is due no later than the first Monday in March of each interim year. This letter provides feedback to your agency on the most recent SOTCH you submitted.

State of the County Health Report Review

The Lee County State of the County Health report dated 2016 and received on March 6, 2017 has been evaluated based on the published guidelines on the DPH website <http://publichealth.nc.gov/lhd/cha/resources.htm>

- The checklist attached verifies that the SOTCH **met** all requirements.
- The checklist attached provides additional feedback for self-improvement, but a corrective action plan is not required.

Please provide these documents to your agency accreditation coordinator for inclusion in the North Carolina Local Health Department Self-Assessment Instrument Activity 1.2. As the reviewer of the SOTCH, I am available to answer any questions regarding the review.

Respectfully,

Carolynn M. Hemric RN

Carolynn M. Hemric MSN RN NCSN
DHHS/PHNPDU Nurse Consultant/LTAT

State of the County Health Report 2016



Table of Contents

Demographics	2
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New Initiatives	7
Changes in Data	9
Emerging Issues in Lee County	9
Contact Us	10

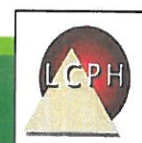
Lee County Board of Health Members

Dr. Diane Schaller, Veterinarian, Chairperson
Charity Dodson, Pharmacist
Dr. William E. Hall, Physician
Mary Hawley Oates, RN
Alice Hooker, Pastor, General Public
Dr. Alex Martin, Optometrist
Jay Riley, General Public
Dicke Sloop, General Public
Martha Underwood, Engineer
Dr. Teresa Wooddell, Dentist
Dr. Andre Knecht, Commissioner Representative

Purpose

The mission of the Lee County Health Department is to emphasize prevention as we monitor and respond to environmental issues, provide access to health care for those who are in need, prevent and control the spread of disease, and promote healthy lifestyles in the community based on current patterns and guidelines.

The 2016 State of the County Health Report for Lee County provides an update to the community on the progress made in the past year in addressing health priorities identified by the 2014 Community Health Assessment (CHA).



Lee County Demographics

Population Update

Estimated population as of July 1, 2015 was 59,660 compared to the 2010 estimated population of 57,856. The primary races are White (74.9%), Black/African American (20.2%), and Hispanic/Latino (19.5%). Females make up 50.9% of the county population and males make up 49.1%.

	Lee County	North Carolina
Total Population	59,660	10,042,802
Percent White	74.9	71.2
Percent African American	20.2	22.1
Percent Hispanic/Latino	19.4	9.1
Percent American Indian and Alaskan Native	1.3	1.6
Percent Asian	1.2	2.8
Two or More Races	2.1	2.1

Source: US Census Quick Facts

household income of \$46,868. The percentage of persons living in poverty as of 2015 in Lee

	Lee County	North Carolina
Median household income (2011-2015)	\$46,608	\$46,868
Persons in poverty, percent	17.1	16.4
Unemployment (December 2016)	5.6	4.9
Percent Persons without health insurance, under age 65	17.5	13.1

Source: US Census Quick Facts and US Department of Labor, Bureau of Labor Statistics

Lee County Health Priorities

During the 2014 CHA, Lee County residents identified the top three health concerns of the community: Obesity, Substance Abuse/Access to Mental Healthcare, and Sexually Transmitted Infections/Teen Pregnancy. The 2016 SOTCH Report discusses each health priority, and the actions being taken or planned to address each priority. Taskforces are in place in the community to address each health priority identified.

Review of Major Morbidity and Mortality Data

The top five leading causes of death in order were: Heart Disease, Cancer, Cerebrovascular Chronic Lower Respiratory Disease (COPD). The total number of deaths in Lee County increased by 17% from 2014 to 2015. The top five causes of death remained the same but shifted in rank slightly. Heart disease was the number one cause of death in Lee County in 2015, followed by cancer at a close second. The number of deaths attributed to diseases of the heart increased by 26% from 2014-2015.

Leading Causes of Death in Lee County 2014/2015

Rank	Cause	2014	2015
1	Diseases of heart	117	148
2	Cancer	126	141
3	Cerebrovascular disease (Stroke)	24	40
4		21	31
5	Chronic lower respiratory disease (COPD)	18	21
Total Deaths – All Causes		541	633

Source: NC State Center for Health Statistics

Lee County experienced a slight decrease in heart disease and chronic lower respiratory disease death rates from 2010-2014 and 2011-2015. Lee County death rates for all leading causes of death continue to remain higher than the death rates for the state of NC.

Lee County Death Rates

Rank	Cause	2010-2014	2011-2015	North Carolina 2011-2015
1	Diseases of the Heart	183.5	182.8	163.7
2	Cancer – all sites	184	186.6	169.1
3	Chronic lower respiratory disease	46.4	45.6	45.9
4	Cerebrovascular disease	41.9	44.4	43.1
5	Alzheimer’s disease	25.0	30.1	30.2

Source: NC State Center for Health St

2011-2015 Infant Mortality Rate	Lee County	North Carolina
	8.9	7.2

Source: NC State Center for Health Statistics

Obesity Reduction Update

Voices into Action: The Families, Food, and Health Project is a USDA-funded, five-year project based out of NC State University, NC A&T State University, and NC Cooperative Extension. It includes research and outreach efforts focused on improving access to healthy, affordable food and physical activity in Wake, Harnett, and Lee counties.

In addition to conducting interviews with low-income families and workshops with community residents and organization leaders, Voices into Action has worked closely with Lee County Cooperative Extension and local organizations to carry out nutrition education programs, cultivate community-based action groups, and fund mini-grant projects that provide innovative and sustainable solutions to address challenges identified by community members. Mini-grant projects have varied in size and scope, but have had a significant impact on the county, directly serving 4,916 children and youth in Lee County since 2014.



2016 Grantees:

- **Cameron Grove AME Zion Church** provided garden education to the church and donated a percentage of food grown to the community
- **Central Carolina Community College** started an on-campus community garden to provide gardening and nutrition education to students in an adult education program.
- **First Baptist Church** expanded their Zumba program to serve additional participants by providing a portable speaker, and expanding class physical activity offerings by providing exercise weights and a scale with BMI reader. They also provided nutrition education with EFNEP.
- **Peace and Unity Community Garden** is improving garden maintenance by obtaining garden supplies and rain barrels.
- **Steven's Center/Stepping Stones** is maintaining a garden at the Steven's Center that is cared for by the Connections Program (year-round adult day program) and started a childcare garden at Stepping Stones Childcare Center.
- **West Lee Middle School Community Garden** expanded an on-site school garden as an education tool for students and community members.

In addition to supporting mini-grantees, VIA has also supported community nutrition education projects in Lee County. In June and July 2016, VIA worked with the Expanded Food and Nutrition Education Program (EFNEP) and Lee County Cooperative Extension to provide two youth summer camps focused on nutrition and STEM (Science, Technology, Engineering and Math) education. 23 youth in total participated in the camps. During the same period, family nutrition education and cooking classes were provided to families in Lee County who are enrolled in the Voices into Action research study. Four families (including 4 adults and 7 youth) enrolled in the classes. Based on aggregate data of all of these classes, outcomes showed that::

- 90% (26 of 29) participants improved their abilities to choose foods according to Federal Dietary Recommendations or gained knowledge.
- 55% (16 of 29) participants improved their physical activity practices or gained knowledge.
- 52% (15 of 29) participants used safe food handling practices more often or gained knowledge.

Obesity Reduction Update (continued)

From February to April of 2016, VIA worked with volunteers from the Greensboro Cooperative Extension Office as well as Expanded Food and Nutrition Education Program (EFNEP) and students from Meredith College and NC A&T State University to offer a 10 week series of garden-based nutrition classes at West Lee Middle School in Sanford. A total of 9 middle school students participated and reported the following changes:

- 67% (6 of 9) Children and youth improved their abilities to choose foods according to Federal Dietary Recommendations or gain knowledge.
- 67% (6 of 9) Children and youth improved their physical activity practices or gain knowledge

To learn more about Voices into A

<http://voicesintoaction.org>



Teen Pregnancy Prevention Update

The Coalition for Families teen pregnancy prevention programs made a big change during the 2015-2016 school year when programming was moved from afterschool group sessions to in-school day sessions. This change allowed the Smart Girls program and Teen Outreach Program (TOP) to serve more students than ever before. Between both programs, an estimated 275 students will be served during the 2016-2017 school year.

At East Lee Middle School, Smart Girls is now paired with the Advancement Via Individual Determination (AVID) program at East Lee Middle School and Lee County High School. At West Lee Middle School, group sessions for Smart Girls and TOP are held during 7th & 8th grade exploratory time. This is a great example of the wonderful partnership between the Coalition and the Lee County School System.

served 29 teen parents in 2016. The program saw great success in preventing repeat pregnancies among the participants as well as success in seeing participants succeed in achieving their goals in education and life skill development.

In the fall of 2016, the Coalition was granted the Adolescent Pregnancy Prevention (AP3) grant for another grant cycle. These grant funds allow the Coalition the opportunity to provide the Reducing the Risk curriculum to all 9th grade classes beginning in the fall of 2017.



Mental Health Partners Update

In 2016 Lee County hosted the 5th annual Crisis Intervention Team (CIT) training. A total of 19 officers and one EMS first responder were trained Police Department, Siler City Police Department and Lee County EMS.



CIT training is a 40 hour nationally recognized training that trains law enforcement on mental health conditions and how to react appropriately to situations involving mental illness. The Lee County training CIT planning committee meets throughout the year to plan this annual training and includes representatives from local law enforcement, Sandhills Center, Lee County

Health Department, Central Carolina Hospital, NAMI Cumberland, Harnett and Lee.

Project Lazarus

In the past decade and a half the number of deaths due to opiate poisonings has grown in North Carolina and nationwide at an alarming rate. The number of opiate poisoning deaths for the state

coalition continued to work to raise awareness of the opioid misuse/abuse issue in the community through various community outreach events and presentations. Advertisements promoting medication safety were placed on the County of Lee Transportation (COLTS) vans and Lee County one nasal spray. Naloxone is a life-saving opioid reversal drug used for the emergency treatment of opioid overdose.


In June of 2016 Governor McCrory signed legislation making naloxone more accessible to the public. A statewide standing order for naloxone was put into place making naloxone available at pharmacies in North Carolina. North Carolina is the third state in the country to issue a statewide standing order for naloxone. Please visit www.naloxonesaves.org order for naloxone.



Syringe Exchange



Another piece of legislation put into place in NC in 2016 was the legalization of syringe exchange programs. According to the National Institute for Drug Abuse recent research indicates many young individuals report abusing opioids before starting to use heroin. Some individuals reported switching to heroin because it is cheaper and easier to obtain than prescription opioids. Syringe exchange programs are one of the most effective public health interventions for decreasing the transmission rates of HIV and other blood borne diseases such as hepatitis C, as well as connect users to treatment and other important needs such as housing or food assistance.

Lee County's Most Dangerous Leftovers



Store safely, never share and throw away unused or expired medicine at a pill drop box near you at:

Sanford Police Department AND Lee County Sheriff's Office
225 E Weatherspoon Street 1401 Elm Street



New Initiatives Continued

Infant Mortality Reduction Project



Each year in the United States, up to 3,500 infants die suddenly and unexpectedly. Most of these deaths are from Sudden Infant Death Syndrome (SIDS) and other sleep related causes, including suffocation. SIDS is one of the leading causes of death for infants one month to one year of age nationally and in North Carolina. In 2015, for every 1,000 babies born alive in

The Lee County Health Department received Maternal and Child Health Block grant funding to implement programs that are designed to lower infant mortality rates in the county. The Infant Mortality Reduction Project provides training and resources to agencies who work with expectant or new parents about how to reduce the risk of SIDS and death from unsafe sleep environments. The Project Manager provides community education, Sleep Training (BESST). The BESST program is an evidence-based strategy that helps reduce the risk of SIDS and other sleep-related deaths. The project also provides access to clinician training and community education on the use of Long Acting Reversible Contraceptives, or LARCS.

Strategies to reduce the risk of SIDS and promote safe sleep include:

- Always place babies on their backs to sleep for naps and at night.
- Use a firm mattress in a safety approved crib, covered by a fitted sheet.
- Have baby share the room, but not your bed. Baby should not sleep in an adult bed, on a couch, or a chair alone or with anyone else.
- Keep soft objects, loose bedding, bumper pads, pillows, quilts, comforters, and stuffed toys out of the crib.
-
- Prevent any exposure to tobacco smoke during pregnancy and after birth. Do not smoke or allow smoking around your baby especially in the home or in a vehicle.
- Breastfeed your baby.

Zika Virus Prevention Kits

On September 15, 2016, the Lee County Health Department began a campaign to prevent the spread of the Zika Virus by providing prevention kits to the residents of Lee County. The kits were distributed on a first come, first serve basis and contained one Mosquito Dunk. Kits also included educational information regarding the proper use of the Mosquito Dunk, along with methods to prevent mosquito-borne diseases. A Mosquito Dunk is a donut-shaped disc that is inserted into a standing water source, where it floats on the surface and slowly releases a special bacterium, which mosquito larvae eat. This bacterium kills mosquito larvae of all known mosquito species, but is non-toxic to humans, animals, birds, frogs, fish, birds and other animals. The campaign was suspended on November 11, 2016 for the season, and will resume Spring 2017.





New Initiatives

Sanford Housing Authority Goes Smoke Free

On November 30, 2016 the US Housing and Urban Development announced public housing developments in the US would be required to provide a smoke-free environment for their residents. This smoke-free rule prohibits lit tobacco products in all living areas, indoor common areas, administrative offices and all outdoor areas within 25 feet of housing and administrative office buildings.

In anticipation of this nationwide rule being implemented, housing developments converted to smoke-free facilities effective October 1, 2016. During the summer of 2016 local and state health department staff conducted listening sessions with housing authority residents to help inform and prepare residents for the upcoming change. At this time residents were provided information on QuitlineNC.

QuitlineNC

QuitlineNC provides free cessation services to any North Carolina resident who needs help quitting tobacco use. Quit Coaching is available in different forms, which can be used separately or together, to help any tobacco user give up tobacco.

Telephone Service is available 24/7 toll-free at
1-800-QUIT-NOW (1-800-784-8669)
<http://www.quitlinenc.com/>



Behavioral Health Services

In the Spring of 2016 the Lee County Health Department and Department of Social Services staff met with Sandhills Center, the Local Mental Health and Community Outreach (LME-MCO) for the county, to discuss how Sandhills Center could assist the county with regards to behavioral health services. A survey was developed and distributed to Health Department and Social Services clients to determine if there was a need/interest in accessing behavioral health services at the Health Department and Department of Social Services locations. Survey results indicated a great need/interest from clients in these services.

In the fall of 2016 a Behavioral Health clinician began providing services to Lee County Health Department and Department of Social Services clients. The clinician sees clients by referral from the Health Department and Social Services and currently operates on Tuesday mornings and Thursday afternoons.



Changes in Data

There has been a 48.8% decrease in teen pregnancy in Lee County from 2010 to 2015. The downward trend continued from 2014 to 2015 with a decrease from 84 to 76 teen pregnancies. The majority (54) of teen pregnancies in 2015 were amongst 18-19 year olds. Lee County was ranked 24th in 2015 amongst NC counties for teen pregnancy.

Another change observed in 2015 was an increase in the overall number of deaths in the county. In 2014 there were a total of 541 deaths. This number increased by 17% to 633 deaths in the year 2015. In addition, the number of deaths due to heart disease increased by 26% from 2014 to 2015.

Emerging Issues

Electronic Nicotine Delivery Systems (ENDS)

While tobacco use is decreasing nationwide, youth and young adults are increasingly using Electronic Nicotine Delivery Systems, also known as ENDS. ENDS include a range of devices including e-cigarettes, vape pens, e-hookah, and similar devices. Many e-cigarettes and other ENDS contain nicotine, which is known to be highly addictive.

According to the CDC more teens now use e-cigarettes than conventional cigarettes. According to 5% of middle schoolers and 37.7% of high schoolers report ever using e-cigarettes. The use of e-cigarettes and other ENDS amongst youth is particularly concerning because brain development continues until the early to mid-20s. According on e-cigarette use among youth and young adults, nicotine in e-cigarettes and other tobacco products can prime young brains for addiction to other drugs, such as cocaine and methamphetamine.





Lee County Public Health
106 Hillcrest St.
Sanford, NC 27330
919-718-4640
ext. 5314 or 5356



"A Healthy Carolinians Partnership"
106 Hillcrest St.
Sanford, NC 27330
919-718-4640 ext. 5314

LEE COUNTY

NORTH CAROLINA

Committed Today for a Better Tomorrow

LEE COUNTY BOARD OF COMMISSIONERS

<u>ITEM ABSTRACT</u>	<u>ITEM NO.</u> V. E.
Meeting Date: May 1, 2017	<input type="checkbox"/> Information <input checked="" type="checkbox"/> Action Item <input type="checkbox"/> Consent Agenda

SUBJECT: Consider an offer to purchase surplus property located at 830 Eagle's Nest Drive, Sanford NC 27332, PIN number 9660-80-8559-00, in Lee County, North Carolina.

DEPARTMENT: Administration

CONTACT PERSON: Whitney Parrish, County Attorney

REQUEST: Consider offer from Kenneth G. Garret on behalf of KGG-LLC for the purchase of the above-referenced property located at 830 Eagle's Nest Drive, Sanford, NC 27332 PIN 9660-80-8559-00, in Lee County, North Carolina, as further described on the attached documents.

SUMMARY: The County of Lee acquired by the property by through a foreclosure sale in 2013. The total amount of fees and taxes owed on the property is \$2,326.77, and the taxable value is \$3,500.00.

County Administration sent letters to property owners surrounding the property the County owns in Carolina Trace, seeking offers to purchase the parcels. Mr. Garrett submitted an offer to purchase the property described above and on the attached documents for \$2,326.77. He has paid the requisite deposit and advertising costs.

BUDGET IMPACT: N/A.

ATTACHMENT(S): Resolution, Foreclosure Deed, Letter from Administration, Property Tax Card, Offer Letter, Parcel Map

PUBLIC HEARING: N/A

PRIOR BOARD ACTION: None

RECOMMENDATION: Approve the resolution accepting the offer from Mr. Garrett for \$2,326.77 and authorize staff to advertise for upset bids.



**RESOLUTION AUTHORIZING THE SALE OF PROPERTY
LOCATED ON OSGOOD ROAD**

WHEREAS, the County of Lee owns certain vacant parcel located at 830 Eagles Nest Drive, Sanford, NC 27332, PIN number 9660-80-8559-00, in Lee County, North Carolina, as shown on a deed recorded in Deed Book 1324, Page 725, in the office of the Register of Deeds for Lee County, to which the record thereof reference is hereby made for more complete description; and,

WHEREAS, the taxable value of the property is \$3,500.00; and,

WHEREAS, the above-referenced property was conveyed to the County as the result of a foreclosure sale; and,

WHEREAS, the amount of fees and taxes owed on the property as the result of such sale is \$2,326.77; and,

WHEREAS, North Carolina General Statutes §§ 153A-176 and 160A-269 permit the County to sell property by upset bid, after receipt of an offer to purchase the property; and,

WHEREAS, the County of Lee proposes to dispose of the above described property as it is surplus to the County's needs; and,

WHEREAS, the County received an offer submitted by Kenneth G. Garret on behalf of KGG-LLC ("Offeror") to purchase the property described above in the amount of \$2,326.77, plus any advertising costs, a copy of which is attached hereto; and,

WHEREAS, Offeror has paid to the County Clerk the required 5 percent (5%) deposit on its offer; and,

WHEREAS, the Lee County Board of Commissioners accepts the offer of \$2,326.77 or any higher, upsetting offer, subject to the upset bid procedure.

NOW, THEREFORE, BE IT RESOLVED by the Lee County Board of Commissioners as follows:

1. The Lee County Board of Commissioners authorizes the sale of the property described above through the upset bid procedure of North Carolina General Statute §160A-269.
2. The County Clerk shall cause a notice of the proposed sale to be published. The notice shall contain a general description of the property, the amount and terms of the offer, and a notice that within 10 days any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder.

3. Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the County Attorney's Office within 10 days after the notice of sale is published. At the conclusion of the 10-day period, the County Attorney shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.
4. If a qualifying higher bid is received, the County Clerk shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received.
5. A qualifying higher bid is one that raises the existing offer by not less than 10 percent (10%) of the first \$1,000 of that offer and 5 percent (5%) of the remainder of that offer.
6. A qualifying higher bid must also be accompanied by a deposit in the amount of 5 percent (5%) of the bid; the deposit may be made in cash, cashier's check, or certified check. The County will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The County will return the deposit of the final high bidder at closing.
7. The terms of the final sale are as follows:
 - a. The buyer must pay with cash, cashier's check or certified check at the time of closing.
 - b. The property will be sold "as is" with no conditions placed on the bid.
 - c. Title to the subject property shall be transferred to the buyer by a nonwarranty deed.
8. The County reserves the right to withdraw the property from sale at any time before the final high bid is accepted and reserves the right to reject at any time all bids.
9. If no qualifying upset bid is received after the initial public notice and 10-day upset bid period has expired, the offer set forth above is hereby accepted. The appropriate County officials are authorized to execute the instruments necessary to convey the property.

Dated this the ____ day of May, 2017.

Amy M. Dalrymple, Chair
Lee County Board of Commissioners

ATTEST:

Jennifer Gamble, Clerk
Lee County Board of Commissioners

1324
0725

FILED
LEE COUNTY
MOLLIE A. MCINNIS
REGISTER OF DEEDS

FILED Jun 07, 2013
AT 10:01:30 am
BOOK 01324
START PAGE 0725
END PAGE 0726
INSTRUMENT # 04000

Lee County 06-07-2013
NORTH CAROLINA
Real Estate
Excise Tax \$3.00

BK:01324 PG:0725

Prepared by: Zacchaeus Legal Services
Return to: Zacchaeus Legal Services, P.O. Box 25, Trenton, NC 28585

Revenue Stamps \$3.00

STATE OF NORTH CAROLINA

COMMISSIONER'S DEED
ID# 9660-80-8559-00

COUNTY OF LEE

This deed, made this 30th day of May, 2013, by MARK D. BARDILL, Commissioner, to County of Lee of P.O. Box 1968, Sanford, Lee County, North Carolina 27331.

WITNESSETH:

That whereas the said MARK D. BARDILL was appointed Commissioner under an order of the District Court, in the tax foreclosure proceeding entitled Lee County versus William D. Johnson and spouse, if any, Defendants and Lienholders, Eagles Nest Property Owner's Assoc., Inc., et al, File No. 11-CVD-1250; and said MARK D. BARDILL was directed by said Order as Commissioner to sell the land hereinafter described at public sale after due advertisement according to law; and

Whereas, the said MARK D. BARDILL, Commissioner, did on the 8th day of March, 2013, offer the land hereinafter described at a public sale at the Lee County Courthouse door, in Sanford, North Carolina, and then and there the said County of Lee became the last and highest bidder for said land for the sum of \$1,384.91; and no upset or increased bid having been made within the time allowed by law, and said sale having been confirmed by said Court, and said MARK D. BARDILL, Commissioner, having been ordered to execute a deed to said purchaser upon payment of the purchase money;

Now, therefore, for and in consideration of the premises and the sum of \$1,384.91, receipt of which is hereby acknowledged, the said MARK D. BARDILL, Commissioner, does by these presents, hereby bargain, sell, grant, and convey to the said County of Lee, and their successors, heirs and assigns that certain parcel or tract of land, situated in Greenwood Township, Lee County, North Carolina, and described as follows:

TRACT 2: All that certain lot or parcel of land situated in Greenwood Township, Lee County, North Carolina and more particularly described as follows: Being all of Lot No. 830 according to map recorded in Plat Cabinet 3, Slide 364, Lee County Registry, to which map reference is hereby made for a more perfect description.

Subject to restrictive covenants and easements of record.

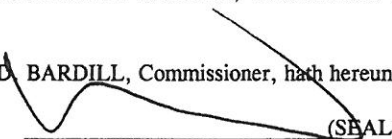
Parcel Number: 9660-80-8559-00

1324
0726

BK:01324 PG:0726

To have and to hold the aforesaid tract of land, to the said County of Lee, and their successors, heirs and assigns forever, in as full and ample manner as said MARK D. BARDILL, Commissioner as aforesaid, is authorized and empowered to convey the same.

In witness whereof, the said MARK D. BARDILL, Commissioner, hath hereunto set his hand and seal.




(SEAL)
MARK D. BARDILL, Commissioner

NORTH CAROLINA
CRAVEN COUNTY

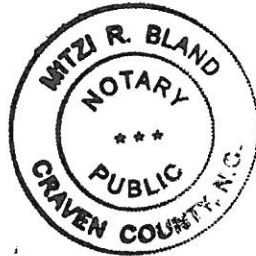
I, Mitzi R. Bland of said County, do hereby certify that MARK D. BARDILL, Commissioner, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing deed.

Witness my hand and official seal this the 30 day of May, 2013.



Notary Public

My commission expires: 02/12/2017



Michael Silverman
Administration
P.O. Box 1968
408 Summit Drive
Sanford, NC 27331

April 12, 2017

KGG LLC
866 Eagles Nest Drive
Sanford, NC 27332

RE: Vacant Property on 830 Eagles Nest Drive

To Whom It May Concern:

This is a notification regarding the opportunity to purchase a vacant property located at 830 Eagles Nest Drive (PIN 9660-80-8559-00). Lee County currently owns seven properties in Carolina Trace that may be sold to the public.

If you are interested in learning more about this property you can go to the Lee County government website at: <https://lee2.connectgis.com/Disclaimer.aspx> to access Lee County's "Interactive Mapping". After accepting the disclaimer enter the PIN Number or address above to view the lot and associated parcel information.

If you are interested in purchasing this property or have questions please contact me at 919-718-4605, Ext. 5517 or e-mail msilverman@leecountync.gov.

Sincerely,

Michael Silverman

Attached: Tax Card for 830 Eagles Nest Drive

PARID: 966080855900
 COUNTY OF LEE

830 EAGLES NEST DR VACANT

To print a property record card or export search results into a CSV format that can be used with Excel please follow these steps:
 - Select the desired report option from the right menu (e.g. CSV Export, Residential PRC) and hit GO
 - Click Open when prompted for an export. Property record cards will open as a PDF.

Parcel

ParID / PIN: 966080855900 /
 Tax Year: 2017
 Tax Jurisdiction: FCT : CAROLINA TRACE FIRE DISTRICT
 Neighborhood: 723 : Eagles Nest

Valuation

Appraised Land: 3,500
 Appraised Building: 0
 Appraised Total: 3,500
 Deferred: 0
 Exempts/Excluded: 3,500
 Assessed Real: 0
 Total Assessed: 0

Owner

Account Number: 41747
 Name: COUNTY OF LEE
 Name 2:
 Own %: 100
 Mailing Address: PO BOX 1968
 SANFORD NC 27331
 Linked Sale: 1324/725

Legal

Physical Address: 830 EAGLES NEST DR
 Legal Description 1: LOT 830 EAGLE'S NEST
 Plat Cabinet/Slide: /

Description

NBHD Code / Name: 723 : Eagles Nest
 Class: EX : EXEMPT
 Land Use: XRES : EXEMPT RESIDENTIAL
 Zoning: RR
 Living Units:
 Deeded Acres:
 Calculated Acres: .1717

Recorded Transaction

Date	Book	Page	Instrument	Sale Price	Validity Code
07-JUN-13	1324	725	CO - COMMISSIONERS DEED	1,500	5
28-JUL-06	1040	467	WD - WARRANTY DEED	15,000	0
24-SEP-04	937	058	GW - GENERAL WARRANTY	4,000	8
26-JUN-80	313	838	DE - DEED		

Summary Totals

Total Value:	Total Acres	/ SF	\$ / Acre	\$ / Unit	Deeded Acres
\$RO/TOTAL_LAND_VALUE	\$RO/TOTAL_ACRES	\$RO/DSQFT	\$RO/DACRE	\$RO/DUNIT	\$RO/LEGDAT_ACRES

Real Values

Land Value: 3,500
 Building Value: 0
 Appraised Real Value: 3,500
 Total Appraised Value: 3,500

Property Class: EX : EXEMPT
 Reason Code: U : UPDATE ONLY NO VAL CHG

LUC:

XRES : EXEMPT RESIDENTIAL

Exemptions and Exclusions

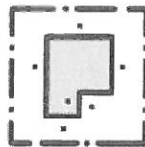
Deferred Value:	0
Senior / Disabled:	0
Veteran:	0
Historic:	0
100% E Class Ex:	3,500
Partial E Class Ex:	0
Total Exempt/Excluded/Deferred:	3,500

Assessed Valuation

Total Appraised Value (Real and Personal):	3,500
Total Exempt/Excluded/Deferred:	3,500
Total Assessed (Taxable):	3,500

Real Estate Value History

Tax Year	Cost/Ovr	Appr Land	Appr Bldg	Appraised Total	Deferred Land	Historic	Exempt	SR Exclusion	Vet Exclusion	Taxable Total
2018	COST	3,500	0	3,500	0	0	3,500	0	0	0
2017	COST	3,500	0	3,500	0	0	3,500	0	0	0
2016	COST	3,500	0	3,500	0	0	3,500	0	0	0
2015	COST	3,500	0	3,500	0	0	3,500	0	0	0
2014	COST	3,500	0	3,500	0	0	3,500	0	0	0
2013	COST	3,500	0	3,500	0	0				3,500
2012	COST	10,000	0	10,000	0	0				10,000
2011	COST	10,000	0	10,000	0	0				10,000
2010	COST	10,000	0	10,000	0	0				10,000
2009	COST	10,000	0	10,000	0	0				10,000
2008	COST	10,000	0	10,000	0	0				10,000
2007	COST	10,000	0	10,000	0	0				10,000
2006	COST	5,000	0	5,000	0	0				5,000
2005	COST	5,000	0	5,000	0	0				5,000
2004	COST	5,000	0	5,000	0	0				5,000
2003	COST	5,000	0	5,000	0	0				5,000
2002	OVR	4,600		4,600	0	0				4,600
2001	OVR	4,600		4,600	0	0				4,600



Sorry, no sketch available for this record

Item	Area

Lee County Owned Property in Carolina Trace

Address	Acres	PIN
836 Running Cedar Trail	0.171053	9660-80-8285-00
830 Eagles Nest Drive	0.163105	9660-80-8559-00
331 Harbor Trace North	0.104525	9660-91-9608-00
330 Harbor Trace North	0.106653	9660-91-9668-00
696 Chelsea Drive	0.333372	9661-62-3693-00
2055 Long Point Trail	0.505198	9670-14-1084-00
1413 Texas Square	0.177211	9670-25-5246-00

919-718-4605 EXT 5517

MICHAEL SILVERMAN

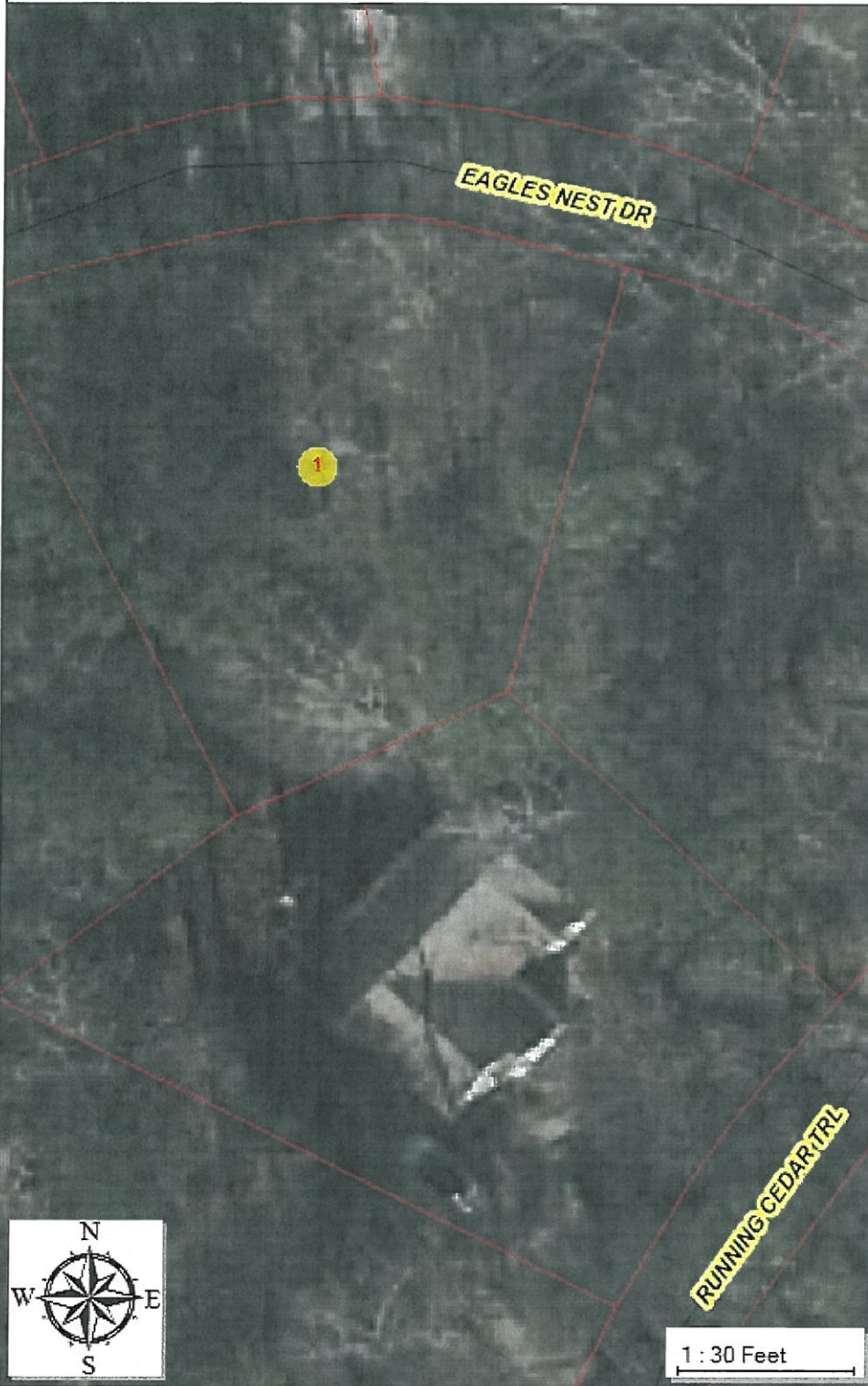
408 SUMMIT DR.

KENNETH G. GARRETT 134 KING-LLC
 830 EAGLES NEST DR

OFFEN #2, 326.77 AC

SAUSFORD W.C. 22332

4/24/17 Kenneth A. Garrett



- Parcels 
- Streets 
- Railroad 
- Lee County 
- Sanford City Limits 
- Broadway Town Limits 

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LEE COUNTY

NORTH CAROLINA

Committed Today for a Better Tomorrow

LEE COUNTY BOARD OF COMMISSIONERS

ITEM ABSTRACT

Meeting Date: May 1, 2017

ITEM NO. V. F.

Information
 Action Item
 Consent Agenda

SUBJECT: Commissioners Summer Meeting Schedule

DEPARTMENT: Administration

CONTACT PERSON: Amy Dalrymple, Chair

REQUEST: Consider Commissioners Summer Meeting Schedule for July, August, and September 2017

SUMMARY: The Board of Commissioners only meet one time a month during the months of July, August, and September in order to allow staff and Commissioners time for vacations. Due to Commissioners and staff scheduling, Commissioners are asked to approve the following summer meeting dates:

Monday, July 17th - 6 p.m.
Monday, August 21st - 6 p.m.
Monday, September 18th - 6 p.m.

This schedule will also coincide with Planning Board meetings should joint public hearings be required.

The normal schedule will resume on October 2nd with two meetings a month.

BUDGET IMPACT: N/A

ATTACHMENT(S): July, August, and September Calendars

PUBLIC HEARING: No

PRIOR BOARD ACTION: N/A

RECOMMENDATION: Approve dates presented above for July, August, and September 2017 Commissioner meetings.

July 2017

July 2017							August 2017						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
2	3	4	5	6	7	8	6	7	8	9	10	11	12
9	10	11	12	13	14	15	13	14	15	16	17	18	19
16	17	18	19	20	21	22	20	21	22	23	24	25	26
23	24	25	26	27	28	29	27	28	29	30	31		
30	31												

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jun 25	26	27	28	29	30	Jul 1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17 6:00pm Board of Commissioners Meeting (Government Center)	18	19	20	21	22
23	24	25	26	27	28	29
30	31	Aug 1	2	3	4	5

August 2017

September 2017
 Su 3 4 5 6 7 8 9
 Mo 10 11 12 13 14 15 16
 Tu 17 18 19 20 21 22 23
 We 24 25 26 27 28 29 30

August 2017
 Su 6 7 8 9 10 11 12
 Mo 13 14 15 16 17 18 19
 Tu 20 21 22 23 24 25 26
 We 27 28 29 30 31

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jul 30	31	Aug 1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21 6:00pm Board of Commissioners Meeting (Government Center)	22	23	24	25	26
27	28	29	30	31	Sep 1	2

September 2017

September 2017

Su	Mo	Tu	We	Th	Fr	Sa
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October 2017

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Aug 27	28	29	30	31	Sep 1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18 6:00pm Board of Commissioners Meeting (Government Center)	19	20	21	22	23
24	25	26	27	28	29	30