

**COUNTY OF CLEVELAND, NORTH CAROLINA**  
**AGENDA FOR THE REGULAR COMMISSION MEETING**

**September 4, 2018**

**6:00 PM**

**County Commissioners Chamber**

- 
- **Call to Order and Determination of a Quorum** - Commission Chair
  - **Pledge of Allegiance and Invocation** (Please stand for the Pledge of Allegiance and remain standing for the Invocation)
  - **Recognition of Elected Officials**
  - **Recognition of Veterans**
  - **Recognition of Law Enforcement**
  - **Recognition of County Department Heads**

**1. MOTION TO ADOPT THE PROPOSED AGENDA**

*(Only emergency items shall be added to the agenda. Upon approval of the Commission Chair and County Commission, the item will be added.)*

**2. CITIZEN RECOGNITION**

*The citizen recognition portion of the meeting is an opportunity for persons wishing to appear before the Commission to do so. Each presentation will be limited to three (3) minutes. The Board is interested in hearing citizen concerns, yet speakers should not expect comment, action, or deliberation on subject matter brought up during this segment. Topics requiring further investigation will be referred to the appropriate county agency.*

**3. CONSENT AGENDA**

*Motion to approve the following Consent Agenda items: (Consent items will be adopted with a single motion, second and vote, unless a request for removal from the Consent Agenda is heard from a Commissioner.)*

- A. Minutes**                      Minutes from the August 7, 2018 Regular Commissioners

- |    |                                   |  |
|----|-----------------------------------|--|
|    |                                   | Meeting  |
| B. | <b><u>Tax Administration</u></b>  | July Collection Report   |
| C. | <b><u>Tax Administration</u></b>  | July 2018 Abatements and Supplements                                   |
| D. | <b><u>Register of Deeds</u></b>   | Budget Amendment (BNA#004)   |
| E. | <b><u>Planning Department</u></b> | Budget Amendment (BNA#005)   |
| F. | <b><u>Health Department</u></b>   | Budget Amendment (BNA#006)   |
| G. | <b><u>Health Department</u></b>   | Budget Amendment (BNA#007)   |
| H. | <b><u>Health Department</u></b>   | Budget Amendment (BNA#008)   |
| I. | <b><u>Health Department</u></b>   | Budget Amendment (BNA#009)   |
| J. | <b><u>Sheriff's Office</u></b>    | Removal of service weapon for retired Lieutenant Laroy Shane Ledbetter |
| K. | <b><u>Sheriffs Office</u></b>     | Removal of service weapon for retired Lieutenant William Fredell       |
| L. | <b><u>Sheriffs Office</u></b>     | Removal of service weapon for retired Lieutenant Tracy Curry           |
| M. | <b><u>Health Department</u></b>   | Revenue Policy Update  |
| N. | <b><u>Legal</u></b>               | Amendment to T5@Kings Mountain VII Incentive Agreement                 |

### **REGULAR AGENDA**

4. Sale of County Owned Property Policy and Guidelines  
Elliot Engstrom, Senior Staff Attorney
5. Resolution Authorizing Sale of County Owned Property by Public Auction  
Elliot Engstrom, Senior Staff Attorney
6. Cleveland County Library  
Carol Wilson, Library Director

### **COMMISSIONER REPORTS**

**ADJOURN**

**COUNTY OF CLEVELAND, NORTH CAROLINA**

**AGENDA ITEM SUMMARY**

---

**Citizen Recognition**

---

**Department:**

**Agenda Title:**

**Agenda Summary:**

**Proposed Action:**

---

**ATTACHMENTS:**

File Name

Description

No Attachments Available



# COUNTY OF CLEVELAND, NORTH CAROLINA

## AGENDA ITEM SUMMARY

---

### Minutes

---

**Department:** Minutes

**Agenda Title:** Minutes from the August 7, 2018 Regular Commissioners Meeting

**Agenda Summary:**

**Proposed Action:**

---

#### ATTACHMENTS:

File Name	Description
<input type="checkbox"/> 08-07-2018_Minutes.pdf	08072017 Minutes

**Cleveland County Board of Commissioners**  
**August 7, 2018**

The Cleveland County Board of Commissioners met in a regular session on this date, at the hour of 6:00 p.m. in the Commission Chamber of the Cleveland County Administrative Offices.

**PRESENT:** Eddie Holbrook, Chairman  
Susan Allen, Vice-Chair  
Johnny Hutchins, Commissioner  
Ronnie Whetstine, Commissioner  
Doug Bridges, Commissioner  
Brian Epley, County Manager  
Elliot Engstrom, Senior Staff Attorney  
Phyllis Nowlen, Clerk to the Board  
Kerrie Melton, Assistant County Manager  
Allison Mauney, Human Resources Director  
Chris Green, Tax Administrator  
Perry Davis, Emergency Management Director/Fire Marshall  
Lorie Poston, E-911 Communications Director  
Betsy Harnage, Register of Deeds

**CALL TO ORDER**

Chairman Holbrook called the meeting to order, provided the invocation and led the audience in the Pledge of Allegiance.

**AGENDA ADOPTION**

**ACTION:** Commissioner Whetstine made the motion, seconded by Commissioner Bridges and unanimously approved by the Board to, *approve the agenda.*

**SPECIAL PRESENTATION**

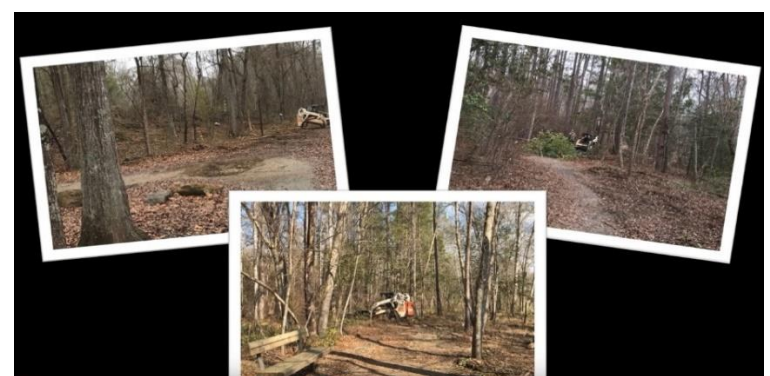
**Youth Voice and Youth Leadership Initiatives:** Chairman Holbrook recognized Charlie Godfrey, Extension Agent and the 4-H Youth Development Coordinator for Cleveland County. Mr. Godfrey stated they have an opportunity to send one of the 4-H participants to the Youth Voice and Leadership session which will be held at the North Carolina Association of County Commissioners (NCACC) conference on August 23 – 25, 2018. He called 4-H member, Nicholas Spencer to the podium to speak about his experience in 4-H. Mr. Spencer is 13 years old and has been an active participant of 4-H for the past two years. He is a member of the Sure Shot Shooting Sports Club for Cleveland County, the Mini Gardening & Poultry Club and has participated in several other activities on the county and state level. Mr. Spencer thanked the Board for their continuous support of 4-H and other youth programs throughout the County.

Chairman Holbrook called Keeynan Pharr, Teen Director of the Boys & Girls Club to the podium. Last year the Boys & Girls Club took two participants to the Youth Voice and Leadership Initiative. This year they are able to take three teens. One of the topics at the summit is mental health and the importance of recognizing signs, speaking up and reaching out to those who need help. Mr. Pharr introduced the Boys & Girls Club youth representatives for Cleveland County who will be attending the NCACC conference.

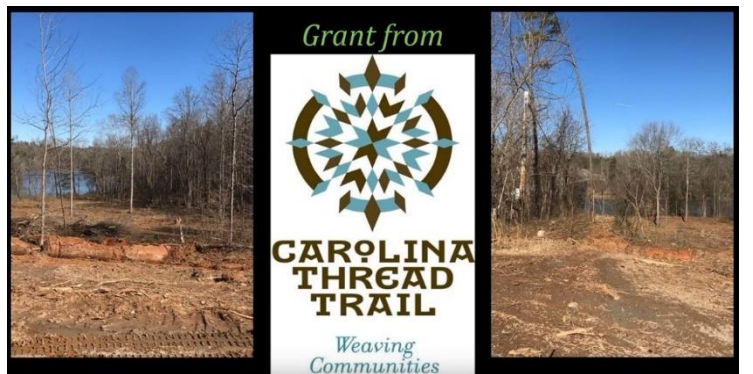
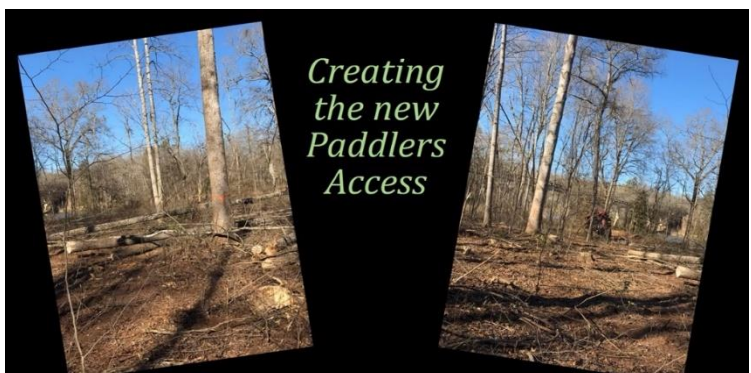
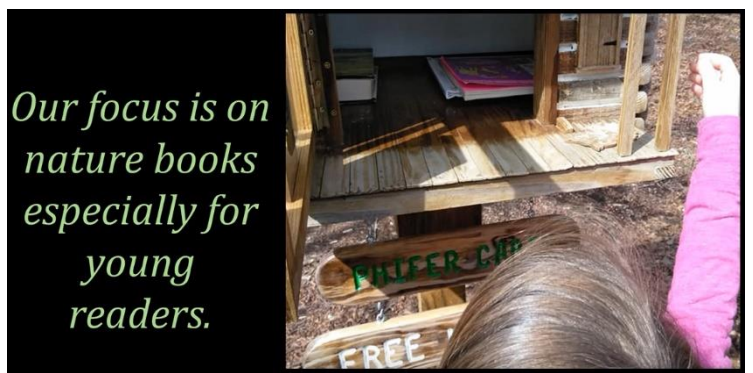
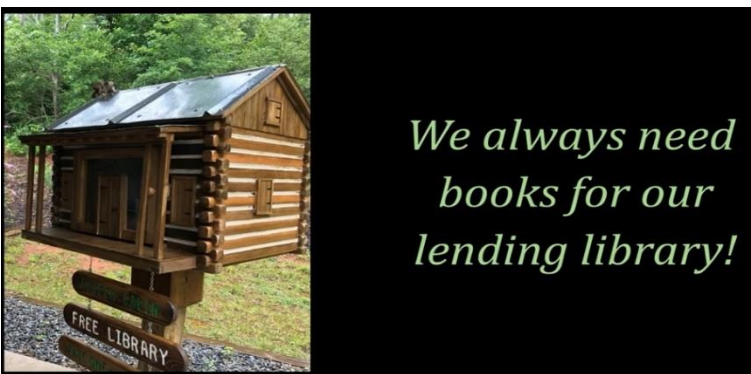
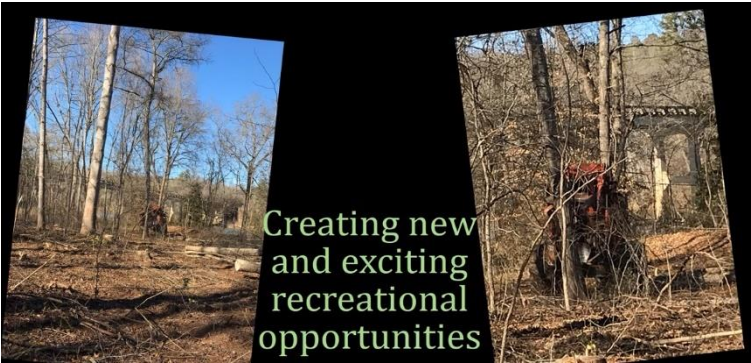
- Keshawn Robinson will be a junior in the fall and enjoys playing basketball, soccer, football and likes math.
- Damajae Rhodes is 14-years old and will be a Freshman when the school year starts. He likes playing basketball and math.
- Antonio Harrison will also be a Junior in the fall and enjoys playing basketball, hanging out with his friends and math.

Antonio Harrison spoke while at the Boys & Girls Club we have learned skills such as leadership and team building. He concluded by thanking the Board for the opportunity to speak and for the teens to be the representatives at the upcoming NCACC conference.

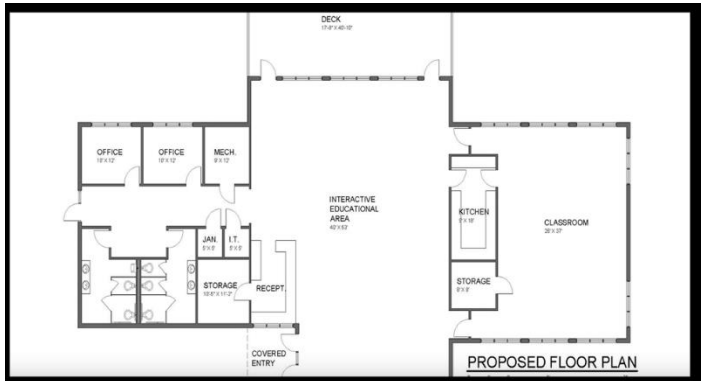
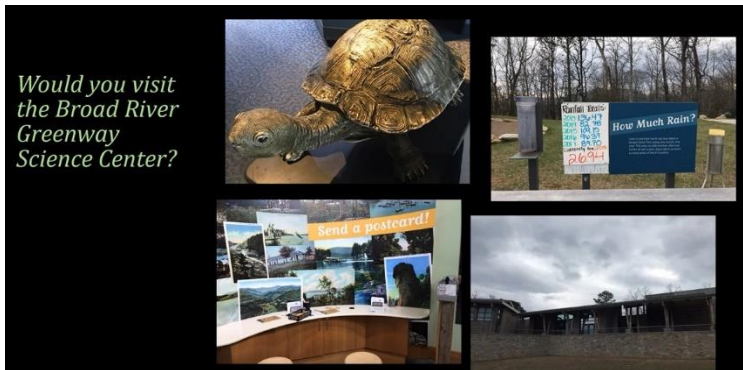
**Broad River Greenway Update:** Chairman Holbrook called Jason Hamrick, Greenway Chairman, to the podium to present the Broad River Greenway update. The Greenway has been open for over 25 years and during that time, the footprint has nearly tripled in size and has had over two million visitors. They have added a new and bigger picnic shelter to accommodate larger groups. The newest project underway is the Paddler's Access located at the south side of the river. This will allow for much needed areas for paddlers to access the river. This project was mostly funded by a grant received from the Carolina Thread Trail which is a large supporter of the Greenway. A nature center is also in the beginning stages of planning. Staff at the Greenway have recently completed and submitted a grant to Duke Energy which, if approved, will help fund future improvements. Mr. Hamrick closed by thanking the Board for their continued support which contributes to the continuing success of the Broad River Greenway.











**Historic Shelby Foundation:** Chairman Holbrook asked Betsy Harnage, Register of Deeds, to come forward and speak about the preservation grant received from the Historic Shelby Foundation. Mrs. Harnage stated many of the record books are in disrepair due to age and the amount of use they receive. Preservation involves taking each book apart, cleaning, repairing and scanning the pages before they are put in archival sleeves & binders. The Register of Deeds Office has begun the preservation process but it is very costly. She reached out to the History Shelby Foundation in April and they responded with a very generous grant. Mrs. Harnage thanked Patrick McMurry, President, Ted Alexander and all of History Shelby Foundation for allowing the preservation of Deed Book 3S.

### **CITIZEN RECOGNITION**

**Julie Waseman, Mountainside Drive, Kings Mountain** – spoke about the County’s road paving assessment policy. Mrs. Waseman initially learned about the policy in April 2018 from Dan Gurly, a transportation policy advisor for Speaker of the House Tim Moore. Mrs. Waseman then spoke with County Manager Brian Epley who advised the policy requires 75% of the abutting property owners to sign the petition in order to qualify for the road paving assessment. She advised Mr. Epley that contact had already been made with a NCDOT representative and six reasonable bids had been received. These bids were in accordance with NCDOT’s regulations and specifications so that Mountainside Drive could be added to the State’s system. For several months after that, Mrs. Waseman had been in contact with the Planning Department. She received the road paving petition and policy on July 18, 2018. The current policy states 75% of the abutting property owners must sign the petition for the road improvement per N.C.G.S 153-205 and North Carolina Administrative Code SR-19. The policy on the agenda for this evening would require 85% of the property owners abutting the road to sign the petition for the County to finance the cost of the road improvement. Mrs. Waseman asked for consideration to grandfather in the Mountainside Drive Petition to require only 75% participation.

Chairman Holbrook thanked Mrs. Waseman for her due diligence and thoroughness concerning this matter.

He confirmed that the Mountainside Drive Road Paving Assessment Policy would be grandfathered in.

CONSENT AGENDA

APPROVAL OF MINUTES

The Clerk to the Board included the Minutes of the *July 17, 2018 regular meetings*, in Board Members packets.

**ACTION:** Commissioner Allen made a motion, seconded by Commissioner Bridges, and passed unanimously by the Board to, *approve the minutes as written.*

MANAGER’S MONTHLY REPORT

Manager's Report August 7, 2018

Cleveland County, North Carolina  
Monthly Financials &  
Manager’s Report

EXECUTIVE SUMMARY

Finance:

- The County earned approx. \$700,000 in Investment Income for the year- ended June 30, 2018. This is compared to \$485,000 earned year-ended June 30, 2017.
- EMS Belwood Station – The new modular unit has been completed and is ready for delivery the week of August 13, 2018. Work will begin in the coming weeks to complete the setup and installation of the unit along with the site preparation.
- The ERP-Keystone conversion and implementation process has been a tremendous success thus far. The County Central Finance Department, DSS Finance, and Health Department Finance officially went live July 1, 2018. The County HR and Payroll departments will go live August 15th, with the first Payroll run. This is the first major County-wide software update since 1989.
- The County’s new audit firm, Thompson, Price, Scott and Adams, Co. completed interim and preliminary work on-site the week of June 4, 2018. Extensive work was performed both in Finance and at DSS. Internal Controls, Cash Receipts and Disbursements were testing along with all major programs for the June 30, 2018 audit. This marks the first change in audit firms since 2004.
- See attached for lateral and departmental line item transfers between 5/26/18 – 6/30/18:

County of Cleveland, North Carolina  
Manager's Budget Summary  
Presented at the 7/17/2018 Board Meeting  
Time Period Covered : 5/29/18 to 6/30/18  
For Fiscal Year Ending June 30, 2018

DEPARTMENTAL LINE ITEM TRANSFERS FOR DEPT

DBLIT #	DATE SUBMITTED BY DEPT	DEPT NAME	EXPLANATION	BUDGET AMOUNT
47308	5/29/2018	SW Landfill	Move funds to cvr disposal tv tubes	\$ 100,000
48005	5/29/2018	LeGrand Center	Move funds to cvr purch foliage plants & planters and cover contracted labor	\$ 4,266
49509	5/29/2018	Cooperative Extension	Move funds cvr presentation winners day trip to Congress	\$ 384
54505	5/29/2018	Health/Nurse Family Partnership	Move funds to purchase promotional items	\$ 2,825
44503	5/30/2018	Emergency Management	Move funds cvr travel/training and addl fds needed to cover drone purchase (EMPG Grant paid for part of drone)	\$ 10,170
44403	5/30/2018	Detention Center	Move funds to cover capital/controlled eq, rentals, licenses' and uninsured settlements	\$ 3,558
47401	5/31/2018	SW Manned Sites	Move funds needed to purchase 2 octagon 40 yd containers	\$ 2,773
54004	5/31/2018	Health/WIC	Move funds needed for required travel/training	\$ 600
49510	5/31/2018	Cooperative Extension	Move funds cover GRG Youth Teen Retreat	\$ 75
44607	5/31/2018	EMS	Move funds cover purchase of base supplies for new M12	\$ 5,470
44002	5/31/2018	School Resource	Move funds cvr dept supplies	\$ 1,500
44101	5/31/2018	Sheriff Dept	Move funds to cover tablet purchase	\$ 1,100
44404	5/31/2018	Detention Center	Move funds to cover printer purchase	\$ 1,325
53302	6/1/2018	Adult Health	Move funds to cover contracted labor/reg salaries/wages	\$ 5,162
54707	6/1/2018	Health-PCM/CC4C	Move funds to cover travel/training	\$ 710
49511	6/1/2018	Cooperative Extension	Move funds cvr GRG Youth to Millstone 4H Summer Camp	\$ 630
41805	6/5/2018	Board of Elections	Move funds to cover catering for 5/8/18 board meeting	\$ 20
61105	5/24/2018	Library	Move funds from Capital Equipment to Departmental Supply to pay for software bought with Edge Grant Monies.	\$ 1,819
98102	6/6/2018	Health Fund	Move funds to cover HSA contributions; refunds to employees for completed YMCA 12 week weight loss program	\$ 1,184
65002	6/6/2018	Workers Comp	Move funds to cover ach service fee; insurance audit premiums	\$ 2,757
65104	6/6/2018	Property/Liability	Move funds to cover Earl Scruggs arts ins fee	\$ 250
44504	6/7/2018	Emergency Management	Move funds to cover purchase of drawer unit for Chevy Tahoe	\$ 2,420
41602	6/8/2018	Legal	Move funds to cover increased legal services	\$ 15,660
42802	6/8/2018	Muncipal Elections	Move funds cvr prof servs and inc ballot exps	\$ 5,024
44608	6/8/2018	EMS	Move funds cvr sofa purchase for base	\$ 468
41502	6/7/2018	Tax Admin	Move funds cvr maint contracts equip and license fees increases	\$ 2,414
47002	6/8/2018	Shooting Range	Move funds cvr steel targets and accts thru EOY	\$ 10,216
53101	6/11/2018	Health/Aids	Move funds cvr dept supplies and salary/fringes thru EOY	\$ 443
53202	6/11/2018	Health/STD	Move funds cvr salanes/fringes, educational trng and prof servs thru EOY	\$ 6,815



53303	6/11/2018	Adult Health	Move funds cvr hospital insurance	\$ 8,820
53402	6/11/2018	School Health	Move funds cvr salaries	\$ 6,800
53502	6/11/2018	Health Promotions	Move funds cvr prof servs and salaries/fringes	\$ 1,708
53602	6/11/2018	Adolescent Pregnancy Prevention	Move funds cvr salaries/fringes	\$ 2,256
53702	6/13/2018	Child Health	Move funds cover contracted services	\$ 80
54203	6/13/2018	Animal Control	Move funds cover various exp accounts thru EOY	\$ 18,112
54708	6/19/2018	Health-PCM/CC4C	Transfer CC4C/CPCM funds cvr travel/training not covered on BTD54707	\$ 358
54506	6/19/2018	Health-Nurse Family Partnership	Transfer funds cover promotional items purchased	\$ 405
54301	6/19/2018	Health/Grants	Transfer funds cover salary/fringes	\$ 2,206
54204	6/19/2018	Health Rabies Control	Transfer funds cover eq-major rprs; prof servs; advertising; dept supply	\$ 4,747
53802	6/19/2018	Health-Maternal Health	Transfer funds cover professional servs; awards/appreciation	\$ 174
53603	6/19/2018	Health-Adol Preg Prev	Transfer funds cover travel/training	\$ 70
53304	6/19/2018	Health-Adult Health	Transfer funds cover contracted labor	\$ 1,000
53403	6/19/2018	Health-School Health	Transfer funds cover dept supply	\$ 40
53203	6/19/2018	Health/STD	Transfer funds cover med/supplies; prof servs	\$ 62
53902	6/19/2018	Health/Family Planning	Transfer funds cover salary/fringes; contracted servs; educ trng; lab supplies	\$ 7,514
54401	6/19/2018	Health/Dental	Transfer funds cover salary/fringes; dept supplies	\$ 2,524
54205	6/20/2018	Health/Rabies Control	Transfer funds cover intercom system	\$ 630
54709	6/20/2018	Health/PCM/CC4C	Transfer funds cover travel/training	\$ 230
54710	6/21/2018	Health/PCM/CC4C	Transfer funds cover travel/training	\$ 600
41102	6/21/2018	Commissioners	Cover operational accounts thru EOY	\$ 16,284
54507	6/25/2018	Health-Nurse Family Partnership	Transfer funds cvr dues/subscriptions	\$ 191
54005	6/25/2018	Health-WIC	Transfer funds cvr ed/cert/trng and awards/appreciation	\$ 1,334
54711	6/25/2018	Health-PCM/CC4C	Transfer funds cvr Verizon charges	\$ 293
54712	6/26/2018	Health-PCM/CC4C	Transfer funds cvr anticipated Jun travel/training for CPCM	\$ 1,000
54508	6/28/2018	Health-PCM/CC4C	Transfer funds cvr awards/appreciation	\$ 1,260
53404	6/28/2018	Health-School Health	Transfer funds cvr dept supplies	\$ 15
66002	6/28/2018	Health-Employee Health	Transfer funds to cover part of tier2 drugs; rental; professional serv; awards/apprec	\$ 8,580
23501	6/29/2018	Cap Proj KMGIT	Correct budget balances for funding sources	\$ 115
54406	6/29/2018	Health/WIC	Transfer funds cvr travel/training for p/c 10557-5409	\$ 80
54713	6/29/2018	Health-PCM/CC4C	Transfer funds cvr postage	\$ 21

**TAX COLLECTOR’S SETTLEMENT**

CLEVELAND COUNTY, NORTH CAROLINA						
Settlement for Current-Year Taxes and Delinquent Taxes						
REAL PROPERTY				INCLUDES DISCOUNT		
SCHEDULE OF AD VALOREM TAXES RECEIVABLE						
YEAR ENDED JUNE 30, 2018						
FISCAL YEAR	UNCOLLECTED BALANCE 06/30/17	ORIGINAL LEVY	DISCOVERIES SUPPLEMENTS	COLLECTIONS	ABATEMENTS AND OTHER CREDITS	UNCOLLECTED BALANCE 06/30/18
2017		\$71,051,743.76	\$7,210,860.37	\$76,681,947.38	\$194,974.73	\$1,385,682.02
2016	\$1,248,939.07			\$718,304.30	\$2,062.32	\$528,572.45
2015	\$518,741.80			\$191,951.18	-\$900.15	\$327,690.77
2014	\$364,461.36			\$84,196.14	\$40.79	\$280,224.43
2013	\$202,403.53			\$39,044.47	-\$40.68	\$163,399.74
2012	\$137,661.48			\$24,583.44	-\$107.40	\$113,185.44
2011	\$95,990.59			\$13,020.13	-\$242.68	\$83,213.14
2010	\$82,923.39			\$8,821.26	-\$242.68	\$74,344.81
2009	\$79,142.94			\$5,588.76	-\$242.68	\$73,796.86
2008	\$58,199.07			\$3,857.42	-\$242.68	\$54,584.33
2007	\$59,306.47		-\$6,924.79	\$236.22	\$52,145.46	\$0.00
2006	\$28.47				\$28.47	\$0.00
Total	\$2,847,798.17	\$71,051,743.76	\$7,203,935.58	\$77,771,550.70	\$247,232.82	\$3,084,693.99
		2017 DISCOUNTS			\$155,576.69	
		2017 UNCOLLECTABLE BANKRUPTCY FILINGS			\$75,714.73	
					</	

**EMERGENCY MANAGEMENT: BUDGET AMENDMENT (BNA #002)**

**ACTION:** Commissioner Allen made a motion, seconded by Commissioner Bridges, and unanimously

adopted by the Board to, ***approve the following budget amendment:***

<i>Account Number</i>	<i>Project Code</i>	<i>Department/Account Name</i>	<i>Increase</i>	<i>Decrease</i>
040.243.4.409.00		Cap Proj-Am Red Cross/Local Revenues	\$42,000.00	
040.243.5.990.00		Cap Proj-Am Red Cross/CO – Other Improve	\$42,000.00	
010.445.4.409.00		Emergency Mgmt/Local Revenues	\$7,200.00	
010.445.5.210.00		Emergency Mgmt/Departmental Supplies	\$3,000.00	
010.445.5.310.00		Emergency Mgmt/Travel-Training	\$1,200.00	
010.445.5.321.00		Emergency Mgmt/Telecommunications	\$1,200.00	
010.445.5.421.00		Emergency Mgmt/Maint Contracts-Equip	\$1,800.00	

**Explanation of Revisions:** Budget \$49,200 for FY2019, Duke Power Grant Funds rec’d. Part of the funds are being placed in the Capital Project account for new equipment needed at the American Red Cross Building for EOC operations. The remainder will go into the Emergency Management operational department to cover supplies, travel/training, telecommunications needs and data link equipment.

**CLEVELAND COMMUNITY COLLEGE: BUDGET AMENDMENT (BNA #003)**

**ACTION:** Commissioner Allen made a motion, seconded by Commissioner Bridges, and unanimously

adopted by the Board to, ***approve the following budget amendment:***

<u>Account Number</u>	<u>Project Code</u>	<u>Department/Account Name</u>	<u>Increase</u>	<u>Decrease</u>
010.410.4.991.00		General Revenues/Fund Bal Appropriated	\$2,000.00	
010.604.5.700.00		Cleveland Comm College/Grants	\$2,000.00	
<i><u>Explanation of Revisions:</u> To budget \$2,000 in requested match to Cleveland Community College Foundation for NC Dept Commerce Grant - Cleveland Community College Foundation requested the County contribute \$2,000 of the requested \$9,250 match.</i>				

### **REMOVAL OF SERVICE WEAPON FOR RETIRED DEPUTY WILLIAM CHAPMAN**

Sheriff Alan Norman requested retiring Deputy William Scott Chapman be presented his departmental service weapon. Deputy Chapman retired on December 31, 2017, after 30 years of full time law enforcement service with the Cleveland County Sheriff's Office. The service weapon requested to be removed from inventory is a Glock 9mm, Model 17, serial number BDKT-832 and County asset number 201170.

**ACTION:** Commissioner Allen made the motion, seconded by Commissioner Bridges, and unanimously adopted by the Board, *to approve the request to remove the service weapon from County inventory and issue to retired Deputy William Scott Chapman.*

### **REGULAR AGENDA**

#### **ROAD PAVING ASSESSMENT POLICY**

Chairman Holbrook recognized Senior Planner Chris Martin to present the Road Paving Assessment Policy. Mr. Martin stated at the July 18, 2018 Commissioners Meeting, the Board had some questions and concerns regarding the Road Paving Assessment Policy that was presented that evening. Staff has since revised the policy to bring back before the Board for approval. North Carolina General Statute §153A-205 allows counties to finance the cost of improvements by assessment of property owners which are intended for unpaved roads to help them meet NCDOT standards. The County has had a policy in place for over 20 years which follows statute requiring 75% of abutting home homeowners to sign the petition. It has been over ten years since last project was approved and completed. Recently, there has been several requests from County citizens for help to improve their private road which has allowed staff to evaluate the policy and determine the best avenues of funding and managing the projects. Several new recommendations are:

- Require 85% of the land owners abutting the project to sign the petition.
- The cost of the project must not exceed the total assessed tax value of the properties abutting the street.
- Staff would only handle projects when there is available funding which would allow for improved management of the budget from year to year.
- In the event there is more than one petition at a given time, the Planning Board would evaluate and prioritize the petitions to determine which project should be first.

Chairman Holbrook opened the floor to the Board for questions and discussion. Commissioner Hutchins stated the 85% requirement from the homeowners was a good compromise. He continued by stating the cost of completing all the roads at one time would be millions of dollars; the new revisions would allow for better management and prioritization. Commissioner Whetstine also felt more comfortable with the new revisions. The road paving assessment policy will help the homeowners on the private roads be able to finance and complete the



necessary road pavings without deflating the County’s budget. Chairman Holbrook stated, the County Manager was asked for due diligence regarding the assessment policy with regards to not only this fiscal year’s budget, but budgetarily doing projects moving forward. The Board thanked Staff and the Finance Department for the work and presentations which allowed Commissioners to see options available to proceed forward in an organized and systematic manner.

ASSESSMENT POLICY

Cleveland County may finance the costs of improvements made under the supervision of NCDOT to streets in the unincorporated areas of the county, which are not a part of the state maintenance system. These streets which were approved and recorded with the Registers of Deeds after September 30, 1975, shall be improved to meet the standards of the Secondary Roads Council and therefore be accepted for state maintenance. No project may commence under GS153A-205 prior to approval by NCDOT. In addition, \$1.00 per linear foot is charged to the project to cover administrative cost. Funding for road improvement projects shall not exceed money available in the Road Paving Capital Reserve Fund. In the event where there are multiple petitions, the Planning Board shall prioritize the petitions.

Project Summary:

The following must be complete.

- Property owners submit a completed petition to the Planning Office.
- NCDOT must approve the petition and proposed project.
- Right-of-way must be dedicated to the public. (For projects under GS153A-205b)
- Planning solicits bids for design/build.
- Commissioners hold Public Hearing, adopt the Assessment Resolution and award the bid.
- Planning Department will be responsible for managing the project throughout the notification and hearing process, and also ensuring the improvements to the road meets the requirements to be maintained by the NCDOT.
- NCDOT accepts the road into the State Road System.
- Commissioners hold a second Public Hearing to adopt the final Assessment Roll.

Petition Requirements

Please read the following instructions before signing the petition.

- The petition must be signed by eighty-five (85%) percent of the landowners abutting the street.
- Property owners who own more than one property abutting the street must sign the petition for each of their properties within the project area.
- If the property is deeded in the name of one owner or spouse, then only that person’s signature is required for the petition. If the property is deeded in the name of multiple parties, then all owners’ signatures are required as they are recorded on the property deed.
- This petition is valid for 90 days from the date specified on the petition
- If the petition is withdrawn by the property owners at any time during the process, the Board of Commissioners may assess each property owner for all cost incurred by the County, such as but not limited to: surveying fees, engineering fees, permits, legal fees, advertising, and administration cost.
- The cost of the project must not exceed the total assessed value of the properties abutting the street.

Assessment / Payment

All assessments, including interest and collection costs, are due in full within five (5) years after confirmation of the assessment roll.

Each Assessment is a lien on the property assessed of the same nature and to the same extent as the lien for county or city property taxes, under the priorities set out in G.S. 153A-200. Any portion of an assessment that is not paid within 30 days after the day that notice of confirmation of the assessment roll is published shall, until paid, bear interest at a rate to be fixed in the assessment resolution. The first installment with interest is due 60 days after the date that the assessment roll is confirmed, and one installment with interest is due on that same day in each successive year until the assessment is paid in full. A county may foreclose assessment liens under any procedure provided by law for the foreclosure of property tax liens, except that (i) lien sales certificates are not required and (ii) foreclosure may be begun at any time after 30 days after the due date.

Policy Adopted	1-04-93
Revised	7-06-93, 8-03-93, 2-20-96, 2-21-97, 6-26-2014 (HB 1134), 8-7-2018

**ACTION:** Commissioner Hutchins made the motion, seconded by Commissioner Whetstine and unanimously approved by the Board to, *approve the revised road paving assessment policy.*

**PUBLIC RECORDS POLICY AND RETENTION SCHEDULE**

Chairman Holbrook called Elliot Engstrom, Senior Staff Attorney, to the podium for presentation of the Public Records Policy and Retention Schedule. The public records policy has both internal and external uses. Internally it will provide clarity to County employees as to how to handle public records requests. When an employee receives a public records request, that request will be forwarded to [public.information@clevelandcounty.com](mailto:public.information@clevelandcounty.com) which sends the request to the records review team which includes Mr. Engstrom, Public Information Officer Janet Hart and the Clerk to the Board Phyllis Nowlen. Externally, the policy will help the public understand how and where requests

should be submitted. Citizens are asked to submit their request to the public information email. Other items included in the public records policy are:

- Information on fees charged for public records.
- Clarity as to how the County will handle large requests for electronic records like emails and text messages.
- Authorization of the use of voluntary mediation to resolve disputes prior to there being a lawsuit.

## Public Records

Elliot Engstrom  
Senior Staff Attorney  
August 7, 2018

### Two Items

- ▶ Public Records Policy
- ▶ Public Records Retention Policy for County Management

### Public Records Policy

- ▶ Why now?
  - ▶ New Public Information Officer (PIO)
  - ▶ Uptick in public records requests

### Public Records Policy

- ▶ A document that clarifies how Cleveland County fulfills public records requests and complies with the public records law.
- ▶ Has both **internal** and **external** uses.

### Public Records Policy - Internal Uses

- ▶ Informs employees about how they should respond to public records requests.
- ▶ Creates a review process for records requests that involves the PIO and/or County Attorney.
- ▶ Allows for special processes for requests involving records that are routinely produced and need not be constantly reviewed.

### Public Records Policy - External Uses

- ▶ Identifies to whom requests should be sent.
- ▶ Clarifies the County's custodial duties (G.S. 132-2).
- ▶ Describes the fees that the County may charge for public records (G.S. 132-6.2).
- ▶ Provides guidance for requesting electronic media (G.S. 132-6.2).
- ▶ Allows for voluntary mediation (G.S. 7A-38.3E).

### Questions about public records policy?

- ▶ Request for action.

**CLEVELAND COUNTY PUBLIC RECORDS POLICY**

**I. Scope, Purpose, and Severability**

This public records policy is intended to ensure that all agencies of Cleveland County Government subject to the supervision of the Cleveland County Board of Commissioners ("BOC") comply with the North Carolina Public Records Act ("NCPRA"). To the extent that any portion of this policy conflicts with the NCPRA, that portion will be considered void, with the rest of the policy remaining in force. This is the County's sole public records policy, intended for both external and internal use.

**II. Procedure For Making a Public Records Request**

The County requests that members of the public request records by contacting:

Public Information Officer  
Cleveland County  
P.O. Box 1210, Shelby, NC 28151  
[Public.information@clevelandcountv.com](mailto:Public.information@clevelandcountv.com)

Members of the public can use the attached public records request form to request records. If the actual form is not used, the County requests that members of the public include all of the information from the form, as this will help expedite the request.

**III. Procedure Upon Receiving a Public Records Request**

Upon receiving a public records request, a County employee should immediately forward the request to the Public Information Officer (PIO) at the email address listed above. County employees should always forward public records requests to the PIO. County employees should not attempt to fulfill records requests until they have been told to do so by the PIO or County Attorney. The County may arrange for alternative methods of fulfilling public records requests that involve documents that are routinely produced and need not be reviewed each time they are requested.

**IV. Scope of the County's Custodial Duties**

The NCPRA provides that a "custodian" of records must provide access to "any record in the custodian's custody."<sup>1</sup> This "custodian" is defined by statute as "the public official in charge of an office having public records."<sup>2</sup> This statute designates "a particular person in an office as being the designated custodian for that office's public records."<sup>3</sup>

The County often receives public records requests addressed to agencies of which the Board of Commissioners is not "in charge." Such agencies may include Cleveland Community College,

<sup>1</sup> N.C.G.S. § 132-6(a).

<sup>2</sup> N.C.G.S. § 132-2.

<sup>3</sup> *Cline v. Hoke*, 238 N.C. App. 16, 21, 766 S.E.2d 861, 865 (2014).

Cleveland County Schools, the City of Shelby, or Cleveland County Water. In each case, the BOC may have some relationship with these organizations, but it is not "the" body "in charge of" these agencies. The County should not expend resources fulfilling public records requests addressed to such agencies.

**V. Time Frame for Responding to Requests**

The NCPRA provides that public agencies must respond to requests for records "as promptly as possible."<sup>4</sup> Unlike the federal Freedom of Information Act, the NCPRA does not provide for specific timelines for responding to requests.<sup>5</sup> In the absence of other guidance, the County will use its best discretion in responding to records requests "as promptly as possible." As a general rule, the County will respond to requests in the order they are received. However, a simple request may be fulfilled sooner than a complex request, even if the complex request was received first. The County further may use its discretion in how it manages multiple requests by a single person or entity in order to not delay requests by others.

**VI. Requests for Email, Text Messages, and Other Forms of Electronic Media**

The NCPRA requires that the County allow records within its custody to be inspected and/or copied. When the County has the ability to allow a given record to be inspected, it will do so. However, the County does not have a method by which employee emails, text messages, and other electronic media can be "inspected" by a records requester, and the NCPRA does not require it to create one.<sup>6</sup> Requests for electronic media made to the County will therefore be treated as requests for copies of said records, and extensive requests may be subject to special service fees.<sup>7</sup>

**VII. Use of Voluntary Mediation**

The General Statutes authorize the parties to a public records dispute to voluntarily mediate their disagreement.<sup>8</sup> The County Manager, County Attorney, Senior Staff Attorney, and Public Information Officer are each authorized to initiate mediation as agents of the County.

**VIII. Fees**

The fees that the County may charge for public records are those listed on the attached form.

**IX. Adoption**

This public records policy was approved by the Cleveland County Board of Commissioners at its August 7, 2018 meeting. [Draft note: as of this writing approval is still pending]

<sup>4</sup> N.C.G.S. § 132-6(a).

<sup>5</sup> See 5 U.S.C. § 552(a)(6)(A)(i) (providing that a federal agency must determine whether to comply with a records request within 20 days).

<sup>6</sup> N.C.G.S. § 132-6.1(e).

<sup>7</sup> See N.C.G.S. § 132-6.2(b).

<sup>8</sup> N.C.G.S. § 7A-38.3E(a).

**ACTION:** Commissioner Hutchins made the motion, seconded by Commissioner Bridges and unanimously approved by the Board to, *approve the Public Records Policy*.



Mr. Engstrom continued with the Public Records Retention Schedule. The Records Retention and Disposition Schedule for County Management allows the County to dispose of records according to a state-approved schedule published by the North Carolina Department of Natural and Cultural Resources (DNCR). The schedule must be approved in order to be valid. The retention schedule has been approved in the past, but should be approved again to include all the current amendments. It also allows the County to dispose of certain records once their administrative value ends, and it allows the County to decide what that timeframe is. Staff has deemed the administrative value of most records that are not otherwise provided for by DNCR, ends after 30 days.



Chairman Holbrook opened the floor to the Board for questions and discussion. Commissioner Hutchins asked if text messages and emails are included in the retention schedule. Mr. Engstrom said they were included. Commissioner Bridges stated, for clarification, the retention schedule is already set and mandated by the State. Mr. Engstrom replied that was correct and adopting the retention schedule will allow the County to have a standard process and policy of record maintenance and disposal. Commissioner Whetstine inquired if approving this, will show the County is in compliance should a request for records be submitted and the County no longer has that particular record? Mr. Engstrom answered yes it would. The entire schedule and guidelines can be read on-line at [www.ncdcr.gov](http://www.ncdcr.gov).

**ACTION:** Commissioner Bridges made the motion, seconded by Commissioner Allen and unanimously approved by the Board to, *approve the County Management Public Records Retention Schedule.*

### **BOARD APPOINTMENTS**

#### **PARTNERS BOARD OF DIRECTORS**

**ACTION:** Commissioner Allen made the motion, seconded by Commissioner Whetstine, and unanimously adopted by the Board, *to appoint Alex Bell to serve as a member of this board*, for a period of three-years, scheduled to conclude June 30, 2021.

### **COMMISSIONER REPORTS**

**Commissioner Bridges** – advised the Shelby Cleveland County airport will reopen Saturday morning. It has been closed due to construction. He attended the library's end of the summer celebration which had a great turn out of students and parents.

**Commissioner Whetstine** – stated the litter bug poster contest winners are up on the billboards. The Planning Board is working on a cell tower ordinance that will be brought to the Commissioners when it is ready for approval.

**Commissioner Hutchins** – talked about several events held in the County such as the Commission for Women Annual Gala and spoke about some of the improvements planned for the Foothills Shooting Complex.

**Commissioner Allen** – attended an Opioid Task Force Summit last week. She also visited Washington Outreach Ministry in Waco. They have a program which feeds about 300 people twice a month.

**Chairman Holbrook** – spoke about the American Legion World Series games, events and special guests who will be in attendance.

**ADJOURN**

There being no further business to come before the Board at this time, Commissioner Hutchins made the motion, seconded by Commissioner Whetstine, and unanimously adopted by the Board, *to adjourn the meeting.*

The next meeting of the Commission is scheduled for *Tuesday, September 4, 2018 at 6:00 p.m. in the Commissioners Chamber.*

---

*Eddie Holbrook, Chairman  
Cleveland County Board of Commissioners*

---

*Phyllis Nowlen, Clerk to the Board  
Cleveland County Board of Commissioners*

# COUNTY OF CLEVELAND, NORTH CAROLINA

## AGENDA ITEM SUMMARY

---

### Tax Collector's Monthly Report

---

**Department:** Tax Administration

**Agenda Title:** July Collection Report

**Agenda Summary:**

**Proposed Action:**

---

#### ATTACHMENTS:

File Name	Description
<input type="checkbox"/> Monthend_Real_July2018.pdf	July Real Estate Collections
<input type="checkbox"/> Monthend_Vehicles_July2018.pdf	July Vehicle Collections
<input type="checkbox"/> Percentage_2018_2019.pdf	July Percentage

**TOTAL TAXES COLLECTED JULY 2018**

YEAR	AMOUNT-REAL	AMOUNT-VEHI.		
DEF REV	\$71,935.02	\$0.00	\$71,935.02	
2018	\$3,170,980.37	\$0.00	\$3,170,980.37	
2017	\$166,486.21	\$0.00	\$166,486.21	
2016	\$25,257.42	\$0.00	\$25,257.42	
2015	\$9,479.51	\$0.00	\$9,479.51	
2014	\$4,742.90	\$0.00	\$4,742.90	
2013	\$4,394.64	\$313.58	\$4,708.22	
2012	\$926.42	\$736.07	\$1,662.49	
2011	\$728.54	\$398.61	\$1,127.15	
2010	\$789.93	\$54.82	\$844.75	
2009	\$678.09	\$138.49	\$816.58	
2008	\$259.02	\$41.58	\$300.60	
				DEFERRED REV
				\$71,935.02
TOTALS	\$3,456,658.07	\$1,683.15	\$3,458,341.22	
DISCOUNT	(\$15,841.52)			(\$195.23)
INTEREST	\$20,804.22	\$868.67	\$0.00	\$4,298.33
TOLERANCE	\$40.89	(\$0.84)		(\$0.51)
ADVERTISING	\$500.27	\$1,315.08		
GARNISHMEN	\$3,444.40			
NSF/ATTY	\$25.00			
LEGAL FEES	\$2,609.89			
TOTALS	\$3,468,241.22	\$3,866.06	\$3,472,107.28	\$76,037.61
MISC FEE	\$10.35	\$0.00		
TAXES COLL	\$3,468,251.57	\$3,866.06	\$3,472,117.63	
	\$71,935.02	\$0.00		
	\$3,396,316.55	\$3,866.06	\$3,400,182.61	

**TOTAL UNCOLLECTED TAXES JULY 2018**

	AMOUNT-REAL	AMOUNT-VEHI.	COMBINED AMT
2018	\$72,045,919.46	\$0.00	\$72,045,919.46
2017	\$1,218,988.41	\$0.00	\$1,218,988.41
2016	\$503,145.57	\$0.00	\$503,145.57
2015	\$318,211.26	\$0.00	\$318,211.26
2014	\$275,481.53	\$0.00	\$275,481.53
2013	\$159,005.10	\$67,065.17	\$226,070.27
2012	\$112,259.02	\$76,396.75	\$188,655.77
2011	\$82,484.60	\$57,257.16	\$139,741.76
2010	\$73,554.88	\$54,077.52	\$127,632.40
2009	\$73,118.77	\$51,066.40	\$124,185.17
2008	\$54,325.31	\$62,274.63	\$116,599.94
2007	\$0.00	\$0.00	\$0.00
	\$74,916,493.91	\$368,137.63	\$75,284,631.54

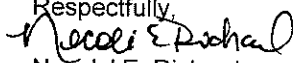
REAL-PERSONAL  
COUNTY GENERAL

YEAR	TAXES COLLECTED	MONTH OF	JULY
DEF REV	\$45,698.34		2018
2018	\$1,793,138.44		
2017	\$93,983.11		
2016	\$13,646.95		
2015	\$5,372.35		
2014	\$2,472.18		
2013	\$2,242.95		
2012	\$523.15		
2011	\$468.92		
2010	\$455.82		
2009	\$405.64		
2008	\$125.85		

ACCOUNT NOS.

SUB TOTAL	\$1,958,533.70
DISCOUNT	(\$9,280.20)
INTEREST	\$12,221.03
ADVERTISING	\$500.27
GARNISHMENT	\$3,444.40
NSF/ATTY	\$25.00
LEGAL FEES	\$2,609.89
TOLERANCE	\$25.79
TOTAL	\$1,968,079.88
misc fee	\$10.35
	\$1,968,090.23

YEAR	TAXES COLLECTED THRU 07/31/18	LEVY	% COLLECTED	UNCOLLECTED
2018	\$1,838,836.78	\$41,336,949.22	4.45%	\$39,498,112.44
2017	\$43,543,097.53	\$44,209,931.71	98.49%	\$666,834.18
2016	\$43,506,985.37	\$43,771,824.80	99.39%	\$264,839.43
2015	\$42,847,388.82	\$43,030,101.61	99.58%	\$182,712.79
2014	\$42,021,956.87	\$42,171,866.22	99.64%	\$149,909.35
2013	\$41,124,827.47	\$41,203,911.73	99.81%	\$79,084.26
2012	\$38,761,248.52	\$38,820,667.00	99.85%	\$59,418.48
2011	\$36,259,309.70	\$36,300,701.22	99.89%	\$41,391.52
2010	\$34,609,689.33	\$34,649,485.04	99.89%	\$39,795.71
2009	\$34,254,780.10	\$34,292,461.78	99.89%	\$37,681.68
2008	\$33,845,506.28	\$33,874,159.07	99.92%	\$28,652.79

Respectfully,  
  
Necole E. Richard  
Tax Collector



REAL-PERSONAL  
COUNTY FIRE

<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>JULY</u>
DEF REV	\$3,625.63		2018
2018	\$143,772.75		
2017	\$7,577.73		
2016	\$312.00		
2015	\$172.61		
2014	\$18.08		
2013	\$18.07		
2012	\$9.14		
2011	\$10.59		
2010			
2009	\$7.26		
2008	\$0.86		

ACCOUNT NOS.

SUB TOTAL	\$155,524.72
DISCOUNT	(\$749.41)
INTEREST	\$604.69
TOLERANCE	\$2.61
TOTAL	\$155,382.61

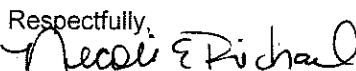
<u>YEAR</u>	<u>TAXES COLLECTED THRU</u> <u>07/31/18</u>	<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
2018	\$147,398.38	\$2,708,030.13	5.44%	\$2,560,631.75
2017	\$2,773,882.48	\$2,830,132.47	98.01%	\$56,249.99
2016	\$1,460,679.87	\$1,471,218.36	99.28%	\$10,538.49
2015	\$1,449,739.46	\$1,458,249.29	99.42%	\$8,509.83
2014	\$1,443,581.86	\$1,450,442.64	99.53%	\$6,860.78
2013	\$1,484,576.09	\$1,487,359.99	99.81%	\$2,783.90
2012	\$864,792.62	\$865,993.49	99.86%	\$1,200.87
2011	\$774,818.80	\$775,820.57	99.87%	\$1,001.77
2010	\$766,234.69	\$767,219.15	99.87%	\$984.46
2009	\$761,732.12	\$762,499.83	99.90%	\$767.71
2008	\$756,151.18	\$756,821.10	99.91%	\$669.92

Respectfully,  
  
 Necole E. Richard  
 Tax Collector

REAL-PERSONAL  
CLEVELAND COUNTY SOLID WASTE

<u>YEAR</u>	<u>FEES COLLECTED</u>	<u>MONTH OF</u>	<u>JULY</u>
DEF REV	\$1,569.25		2018
2018	\$94,500.82		
2017	\$8,697.91		
2016	\$1,313.30		
2015	\$643.10		
2014	\$234.42		
2013	\$80.67		
2012	\$80.00		
2011	\$15.00		
2010	\$80.00		
2009	\$15.00		
2008	\$29.65		
ACCOUNT NOS.			
SUB TOTAL	\$107,259.12		
DISCOUNT			
INTEREST			
TOLERANCE			
TOTAL	\$107,259.12		

<u>YEAR</u>	<u>FEES COLLECTED THRU</u>	<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
	<u>07/31/18</u>			
2018	\$96,070.07	\$1,906,732.08	5.04%	\$1,810,662.01
2017	\$1,819,962.01	\$1,925,324.22	94.53%	\$105,362.21
2016	\$1,668,698.09	\$1,728,796.93	96.52%	\$60,098.84
2015	\$1,716,463.74	\$1,744,741.30	98.38%	\$28,277.56
2014	\$1,726,331.89	\$1,761,967.27	97.98%	\$35,635.38
2013	\$1,741,922.48	\$1,767,907.87	98.53%	\$25,985.39
2012	\$1,406,346.17	\$1,418,122.50	99.17%	\$11,776.33
2011	\$1,413,098.69	\$1,427,570.12	98.99%	\$14,471.43
2010	\$1,408,980.13	\$1,416,632.62	99.46%	\$7,652.49
2009	\$1,423,284.28	\$1,430,937.50	99.47%	\$7,653.22
2008	\$1,410,416.23	\$1,417,080.00	99.53%	\$6,663.77

Respectfully,  
  
 Necole E. Richard  
 Tax Collector

REAL-PERSONAL  
CLEVELAND COUNTY SCHOOLS

VENDOR 3170

<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>JULY</u>
DEF REV	\$12,026.33		2018
2018	\$471,879.69		
2017	\$24,732.44		
2016	\$3,591.09		
2015	\$1,413.70		
2014	\$650.61		
2013	\$590.25		
2012	\$137.67		
2011	\$123.40		
2010	\$119.96		
2009	\$106.76		
2008	\$33.11		
ACCOUNT NOS.			
SUB TOTAL	\$515,405.01		
DISCOUNT	(\$2,432.59)		
INTEREST	\$3,215.96		
TOLERANCE	\$6.62		
TOTAL	\$516,195.00		020.600.5.524.00

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u> <u>07/31/18</u>	<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
2018	\$483,906.02	\$10,878,172.02	4.45%	\$10,394,266.00
2017	\$11,458,737.48	\$11,634,220.61	98.49%	\$175,483.13
2016	\$11,449,234.64	\$11,518,930.28	99.39%	\$69,695.64
2015	\$11,275,656.72	\$11,323,740.04	99.58%	\$48,083.32
2014	\$11,058,439.27	\$11,097,889.83	99.64%	\$39,450.56
2013	\$10,822,352.98	\$10,843,165.36	99.81%	\$20,812.38
2012	\$10,200,339.45	\$10,215,976.17	99.85%	\$15,636.72
2011	\$9,541,736.73	\$9,552,629.63	99.89%	\$10,892.90
2010	\$9,107,596.77	\$9,118,069.12	99.89%	\$10,472.35
2009	\$9,013,972.33	\$9,023,888.60	99.89%	\$9,916.27
2008	\$8,906,029.44	\$8,913,567.27	99.92%	\$7,537.83

Respectfully,  
  
 Necole E. Richard  
 Tax Collector

VENDOR 5110

REAL-PERSONAL  
FALLSTON FIRE

<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>JULY</u>
DEF REV	\$282.98		2018
2018	\$12.84		
2017			
2016	\$65.16		
2015	\$25.10		
2014	\$6.46		
2013			
2012			
2011			
2010	\$16.08		
2009			
2008			

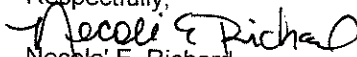
ACCOUNT NOS

SUB TOTAL	\$408.62
DISCOUNT	
INTEREST	\$25.02
TOLERANCE	
TOTAL	\$433.64

074.000.2.240.00

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u> <u>07/31/18</u>	<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
2018	\$295.82	\$346.97	85.26%	\$51.15
2017	\$1,403.84	\$1,416.38	99.11%	\$12.54
2016	\$130,079.54	\$131,452.04	98.96%	\$1,372.50
2015	\$138,429.03	\$139,643.52	99.13%	\$1,214.49
2014	\$132,906.32	\$133,802.52	99.33%	\$896.20
2013	\$130,994.55	\$131,236.57	99.82%	\$242.02
2012	\$130,176.33	\$130,317.89	99.89%	\$141.56
2011	\$129,850.26	\$129,955.48	99.92%	\$105.22
2010	\$120,554.43	\$120,605.50	99.96%	\$51.07
2009	\$119,845.61	\$119,884.08	99.97%	\$38.47
2008	\$114,231.95	\$114,264.03	99.97%	\$32.08

Respectfully,

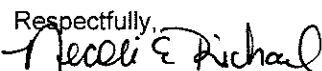
  
Necole E. Richard  
Tax Collector

VENDOR 7990

**REAL-PERSONAL**  
**LATTIMORE FIRE**  
**#7 VFD**

<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>JULY</u>
DEF REV	\$159.60		2018
2018	\$8,208.00		
2017	\$1,123.16		
2016	\$60.91		
2015	\$7.12		
2014	\$1.92		
2013			
2012			
2011			
2010			
2009			
2008			
ACCOUNT NOS.			
SUB TOTAL	\$9,560.71		
DISCOUNT	(\$43.46)		
INTEREST	\$75.81		
TOLERANCE	\$0.28		
TOTAL	\$9,593.34		075.000.2.240.00

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u>	<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
	<u>07/31/18</u>			
2018	\$8,367.60	\$241,263.13	3.47%	\$232,895.53
2017	\$241,518.54	\$245,874.41	98.23%	\$4,355.87
2016	\$273,051.07	\$273,935.95	99.68%	\$884.88
2015	\$264,579.39	\$265,052.11	99.82%	\$472.72
2014	\$268,294.42	\$268,584.86	99.89%	\$290.44
2013	\$205,981.30	\$206,120.89	99.93%	\$139.59
2012	\$107,909.80	\$107,990.48	99.93%	\$80.68
2011	\$84,952.71	\$84,995.28	99.95%	\$42.57
2010	\$84,258.54	\$84,301.04	99.95%	\$42.50
2009	\$83,411.08	\$83,439.40	99.97%	\$28.32
2008	\$81,878.99	\$81,903.94	99.97%	\$24.95

Respectfully,  
  
 Necole E. Richard  
 Tax Collector

VENDOR 11870

REAL-PERSONAL  
RIPPY FIRE

<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>JULY</u>
DEF REV	\$36.80		2018
2018	\$12,963.24		
2017	\$949.03		
2016	\$107.30		
2015	\$45.01		
2014	\$36.36		
2013			
2012			
2011			
2010			
2009			
2008			
ACCOUNT NOS.			
SUB TOTAL	\$14,137.74		
DISCOUNT	(\$69.57)		
INTEREST	\$105.48		
TOLERANCE	\$0.09		
TOTAL	\$14,173.74		076.000.2.240.00

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u> <u>07/31/18</u>	<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
2018	\$13,000.04	\$283,477.26	4.59%	\$270,477.22
2017	\$291,089.08	\$299,707.37	97.12%	\$8,618.29
2016	\$169,513.99	\$170,922.83	99.18%	\$1,408.84
2015	\$179,005.43	\$179,880.70	99.51%	\$875.27
2014	\$174,676.05	\$175,275.21	99.66%	\$599.16
2013	\$173,452.55	\$173,943.86	99.72%	\$491.31
2012	\$167,960.58	\$168,280.58	99.81%	\$320.00
2011	\$169,802.39	\$170,042.83	99.86%	\$240.44
2010	\$171,761.75	\$171,981.44	99.87%	\$219.69
2009	\$172,709.94	\$172,841.32	99.92%	\$131.38
2008	\$171,995.29	\$172,163.88	99.90%	\$168.59

Respectfully,



Necole E. Richard

Tax Collector

VENDOR 12560

REAL-PERSONAL  
CITY OF SHELBY

<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>JULY</u>
DEF REV	\$3,172.90		2018
2018	\$343,264.97		
2017	\$20,629.15		
2016	\$3,557.48		
2015	\$1,017.26		
2014	\$991.76		
2013	\$1,333.44		
2012	\$62.27		
2011			
2010	\$3.55		
2009			
2008	\$52.64		
ACCOUNT NOS.			
SUB TOTAL	\$374,085.42		
DISCOUNT	(\$1,730.61)		
INTEREST	\$3,269.18		
TOLERANCE	\$1.87		
TOTAL	\$375,625.86		077.000.2.240.00
2% COLL FEE	(\$7,512.52)		010.413.4.540.00
TOTAL	\$368,113.34		10.000.1.203.00
			WIRE TRANSFER

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u>	<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
	07/31/18			
2018	\$346,437.87	\$9,579,044.41	3.62%	\$9,232,606.54
2017	\$9,226,779.74	\$9,343,818.83	98.75%	\$117,039.09
2016	\$7,971,482.18	\$8,033,979.57	99.22%	\$62,497.39
2015	\$7,400,877.42	\$7,432,154.10	99.58%	\$31,276.68
2014	\$7,202,518.85	\$7,227,092.12	99.66%	\$24,573.27
2013	\$7,034,693.58	\$7,055,478.82	99.71%	\$20,785.24
2012	\$6,906,480.87	\$6,924,160.38	99.74%	\$17,679.51
2011	\$6,830,894.21	\$6,840,524.68	99.86%	\$9,630.47
2010	\$6,808,201.29	\$6,817,752.05	99.86%	\$9,550.76
2009	\$6,783,344.09	\$6,794,655.45	99.83%	\$11,311.36
2008	\$6,866,714.56	\$6,873,502.15	99.90%	\$6,787.59

Respectfully,  
  
 Necole E. Richard  
 Tax Collector

VENDOR 12560

REAL-PERSONAL  
CITY OF SHELBY  
DISTRICT 25

<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>JULY</u>
DEF REV	\$236.95		2018

2018 \$16,868.92

2017 \$69.08

2016

2015

2014

2013

2012

2011

2010

2009

2008

ACCOUNT NOS.

SUB TOTAL \$17,174.95

DISCOUNT (\$84.36)

INTEREST \$15.19

TOLERANCE \$0.22

TOTAL \$17,106.00

2% COLL FEE (\$342.12)

TOTAL \$16,763.88

077.000.2.240.00

010.413.4.540.00

10.000.1.203.00

WIRE TRANSFER

YEAR	TAXES COLLECTED THRU		LEVY	% COLLECTED	UNCOLLECTED
	07/31/18				
2018	\$17,105.87	\$340,365.64	5.03%	\$323,259.77	
2017	\$317,221.22	\$321,959.17	98.53%	\$4,737.95	
2016	\$319,404.44	\$320,730.09	99.59%	\$1,325.65	
2015	\$315,997.21	\$316,703.16	99.78%	\$705.95	
2014	\$314,490.53	\$314,898.50	99.87%	\$407.97	
2013	\$315,453.29	\$315,698.22	99.92%	\$244.93	
2012	\$303,190.46	\$303,321.12	99.96%	\$130.66	
2011	\$334,113.14	\$334,391.44	99.92%	\$278.30	
2010	\$312,066.57	\$312,577.54	99.84%	\$510.97	
2009	\$314,488.00	\$315,748.84	99.60%	\$1,260.84	
2008	\$313,642.40	\$313,914.61	99.91%	\$272.21	

Respectfully,



Nicole E. Richard

Tax Collector



VENDOR 1411 REAL-PERSONAL  
TOWN OF BOILING SPRINGS

YEAR	TAXES COLLECTED	MONTH OF	JULY
DEF REV	\$80.39		2018
2018	\$44,326.47		
2017	\$741.22		
2016	\$482.93		
2015	\$44.68		
2014			
2013			
2012			
2011			
2010			
2009			
2008			

ACCOUNT NOS.

SUB TOTAL	\$45,675.69	
DISCOUNT	(\$224.65)	
INTEREST	\$34.93	
TOLERANCE	\$0.74	
TOTAL	\$45,486.71	078.000.2.240.00
2% COLL FEE	(\$909.73)	010.413.4.540.00
TOTAL	\$44,576.98	

YEAR	TAXES COLLECTED THRU 07/31/18	LEVY	% COLLECTED	UNCOLLECTED
2018	\$44,406.86	\$921,952.93	4.82%	\$877,546.07
2017	\$908,109.82	\$919,482.67	98.76%	\$11,372.85
2016	\$819,222.61	\$822,416.68	99.61%	\$3,194.07
2015	\$807,448.89	\$808,449.91	99.88%	\$1,001.02
2014	\$790,281.59	\$790,935.69	99.92%	\$654.10
2013	\$708,806.10	\$709,598.17	99.89%	\$792.07
2012	\$699,989.63	\$700,603.25	99.91%	\$613.62
2011	\$697,140.01	\$697,192.23	99.99%	\$52.22
2010	\$696,642.91	\$696,689.62	99.99%	\$46.71
2009	\$685,290.90	\$685,321.59	100.00%	\$30.69
2008	\$671,319.66	\$671,461.36	99.98%	\$141.70

Respectfully,

*Necole E. Richard*  
Necole E. Richard  
Tax Collector

VENDOR 6230

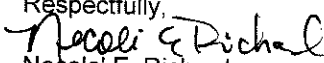
REAL-PERSONAL  
TOWN OF GROVER

<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>JULY</u>
DEF REV	\$0.00		2018
2018	\$5,104.33		
2017			
2016	\$551.03		
2015	\$129.22		
2014			
2013			
2012			
2011			
2010			
2009			
2008			

ACCOUNT NOS.

SUB TOTAL	\$5,784.58	
DISCOUNT	(\$25.93)	
INTEREST	\$94.72	
TOLERANCE		
TOTAL	\$5,853.37	079.000.2.240.00
2% COLL FEE	(\$117.07)	010.413.4.540.00
TOTAL	\$5,736.30	

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u> <u>07/31/18</u>	<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
2018	\$5,104.33	\$103,687.87	4.92%	\$98,583.54
2017	\$115,491.15	\$117,935.42	97.93%	\$2,444.27
2016	\$117,187.37	\$118,153.55	99.18%	\$966.18
2015	\$120,622.60	\$121,125.85	99.58%	\$503.25
2014	\$120,479.14	\$120,971.20	99.59%	\$492.06
2013	\$117,678.12	\$118,142.49	99.61%	\$464.37
2012	\$119,962.57	\$120,121.56	99.87%	\$158.99
2011	\$119,394.37	\$119,546.48	99.87%	\$152.11
2010	\$118,585.50	\$118,717.44	99.89%	\$131.94
2009	\$117,042.01	\$117,055.69	99.99%	\$13.68
2008	\$115,844.94	\$115,877.69	99.97%	\$32.75

Respectfully,  
  
Necole E. Richard  
Tax Collector

VENDOR 7770

REAL-PERSONAL  
CITY OF KINGS MOUNTAIN

<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>JULY</u>
DEF REV	\$3,673.82		2018
2018	\$190,325.07		
2017	\$4,747.16		
2016	\$1,044.09		
2015	\$383.58		
2014	\$132.49		
2013	\$15.29		
2012			
2011			
2010			
2009			
2008			

ACCOUNT NOS.

SUB TOTAL	\$200,321.50
DISCOUNT	(\$958.61)
INTEREST	\$346.24
TOLERANCE	\$2.00
TOTAL	\$199,711.13
2% COLL FEE	(\$3,994.22)
TOTAL	\$195,716.91

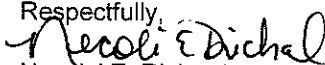
080.000.2.240.00  
010.413.4.540.00  
10.000.1.203.00  
WIRE TRANSFER

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u> <u>07/31/18</u>	<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
2018	\$193,998.89	\$6,006,840.16	3.23%	\$5,812,841.27
2017	\$5,207,737.95	\$5,247,905.65	99.23%	\$40,167.70
2016	\$4,650,951.96	\$4,667,424.98	99.65%	\$16,473.02
2015	\$3,864,603.94	\$3,872,454.49	99.80%	\$7,850.55
2014	\$3,665,456.06	\$3,676,875.56	99.69%	\$11,419.50
2013	\$3,143,677.18	\$3,148,433.74	99.85%	\$4,756.56
2012	\$2,391,769.08	\$2,395,168.71	99.86%	\$3,399.63
2011	\$2,321,837.81	\$2,324,873.03	99.87%	\$3,035.22
2010	\$2,254,747.39	\$2,257,331.26	99.89%	\$2,583.87
2009	\$2,177,445.51	\$2,180,765.91	99.85%	\$3,320.40
2008	\$2,115,701.21	\$2,118,224.83	99.88%	\$2,523.62

2008-2017			\$2,722.08
2018 CITY MUN	\$878.73	\$36,157.14	\$35,278.41
2018 ANNEX		\$4,155.98	\$4,155.98

Shown separately for information only. These amounts are incorporated in the totals above.

Respectfully,

Necole E. Richard  
Tax Collector

VENDOR 8010

REAL-PERSONAL  
TOWN OF LATTIMORE

<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>JULY</u>
DEF REV	\$0.00		2018
2018	\$1,527.20		
2017			
2016	\$52.99		
2015			
2014			
2013			
2012			
2011			
2010			
2009			
2008			

ACCOUNT NOS.

SUB TOTAL	\$1,580.19	
DISCOUNT	(\$7.75)	
INTEREST	\$11.48	
TOLERANCE	\$0.10	
TOTAL	\$1,584.02	081.000.2.240.00
2% COLL FEE	(\$31.68)	010.413.4.540.00
TOTAL	\$1,552.34	

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u> <u>07/31/18</u>	<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
2018	\$1,527.20	\$29,017.75	5.26%	\$27,490.55
2017	\$30,270.52	\$31,010.85	97.61%	\$740.33
2016	\$31,277.20	\$31,583.55	99.03%	\$306.35
2015	\$33,044.94	\$33,208.85	99.51%	\$163.91
2014	\$33,877.20	\$33,884.61	99.98%	\$7.41
2013	\$27,774.44	\$27,780.51	99.98%	\$6.07
2012	\$31,694.01	\$31,704.40	99.97%	\$10.39
2011	\$30,718.52	\$30,726.14	99.98%	\$7.62
2010	\$30,091.97	\$30,098.80	99.98%	\$6.83
2009	\$30,031.56	\$30,092.03	99.80%	\$60.47
2008	\$29,251.77	\$29,300.55	99.83%	\$48.78

Respectfully,



Necole E. Richard

Tax Collector

**REAL-PERSONAL**  
**CLEVELAND CO. SANITARY DISTRICT**  
**CLEVELAND COUNTY WATER**

VENDOR      **14350**

<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>JULY</u>
DEF REV	\$1,000.98		2018
2018	\$34,812.84		
2017	\$1,760.02		
2016	\$178.93		
2015	\$68.60		
2014	\$25.15		
2013	\$5.88		
2012	\$6.10		
2011	\$2.54		
2010	\$6.43		
2009	\$4.83		
2008	\$0.58		
ACCOUNT NOS.			
SUB TOTAL	\$37,872.88		
DISCOUNT	(\$180.49)		
INTEREST	\$182.80		
TOLERANCE	\$0.51		
TOTAL	\$37,875.70		082.000.2.240.00
2% COLL FEE	(\$757.51)		010.413.4.540.00
TOTAL	\$37,118.19		

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u>		<u>LEVY</u>	<u>% COLLECTED UNCOLLECTED</u>	
	<u>07/31/18</u>				
2018	\$35,813.82	\$721,044.05	4.97%	\$685,230.23	
2017	\$722,427.58	\$737,036.95	98.02%	\$14,609.37	
2016	\$727,354.25	\$732,663.33	99.28%	\$5,309.08	
2015	\$727,850.90	\$730,796.36	99.60%	\$2,945.46	
2014	\$713,971.64	\$715,974.26	99.72%	\$2,002.62	
2013	\$714,122.71	\$715,440.73	99.82%	\$1,318.02	
2012	\$692,547.32	\$693,442.96	99.87%	\$895.64	
2011	\$642,594.87	\$643,326.28	99.89%	\$731.41	
2010	\$632,806.37	\$633,525.22	99.89%	\$718.85	
2009	\$631,703.24	\$632,253.44	99.91%	\$550.20	
2008	\$622,993.51	\$623,501.46	99.92%	\$507.95	

Respectfully,



Necole E. Richard

Tax Collector

VENDOR 7865 REAL-PERSONAL  
TOWN OF KINGSTOWN

YEAR	TAXES COLLECTED	MONTH OF	JULY
DEF REV	\$0.00		2018
2018	\$1,567.32		
2017	\$656.60		
2016	\$126.42		
2015	\$5.03		
2014	\$65.38		
2013			
2012			
2011			
2010			
2009	\$30.51		
2008			
ACCOUNT NOS.			
SUB TOTAL	\$2,451.26		
DISCOUNT	(\$7.97)		
INTEREST	\$71.42		
TOLERANCE	\$0.09		
TOTAL	\$2,514.80		083.000.2.240.00
2% COLL FEE	(\$50.30)		010.413.4.540.00
TOTAL	\$2,464.50		10.000.1.203.00
			WIRE TRANSFER

YEAR	TAXES COLLECTED THRU 07/31/18	LEVY	% COLLECTED	UNCOLLECTED
2018	\$1,567.32	\$66,271.33	2.37%	\$64,704.01
2017	\$45,490.21	\$51,928.14	87.60%	\$6,437.93
2016	\$49,010.51	\$52,117.89	94.04%	\$3,107.38
2015	\$64,930.55	\$67,620.03	96.02%	\$2,689.48
2014	\$66,660.33	\$68,254.96	97.66%	\$1,594.63
2013	\$68,368.56	\$68,953.97	99.15%	\$585.41
2012	\$68,593.90	\$68,981.82	99.44%	\$387.92
2011	\$68,468.64	\$68,584.67	99.83%	\$116.03
2010	\$68,658.45	\$69,111.07	99.35%	\$452.62
2009	\$67,542.11	\$67,679.93	99.80%	\$137.82
2008	\$68,130.36	\$68,231.58	99.85%	\$101.22

Respectfully,



Necole E. Richard

Tax Collector

VENDOR

5120

REAL-PERSONAL  
TOWN OF FALLSTON


YEAR	TAXES COLLECTED	MONTH OF	JULY
DEF REV	\$317.38		2018
2018	\$923.18		
2017	\$396.33		
2016			
2015			
2014			
2013			
2012			
2011			
2010			
2009			
2008			

ACCOUNT NOS.

SUB TOTAL	\$1,636.89	
DISCOUNT	(\$4.77)	
INTEREST	\$22.79	
TOLERANCE		
TOTAL	\$1,654.91	084.000.2.240.00
2% COLL FEE	(\$33.10)	010.413.4.540.00
TOTAL	\$1,621.81	

YEAR	TAXES COLLECTED THRU 07/31/18	LEVY	% COLLECTED	UNCOLLECTED
2018	\$1,240.56	\$18,116.19	6.85%	\$16,875.63
2017	\$18,028.63	\$18,509.14	97.40%	\$480.51
2016	\$18,521.54	\$18,533.75	99.93%	\$12.21
2015	\$20,213.05	\$20,316.31	99.49%	\$103.26
2014	\$18,703.94	\$18,794.58	99.52%	\$90.64
2013	\$18,679.04	\$18,720.08	99.78%	\$41.04
2012	\$18,703.83	\$18,742.53	99.79%	\$38.70
2011	\$18,260.93	\$18,267.75	99.96%	\$6.82
2010	\$18,098.16	\$18,109.23	99.94%	\$11.07
2009	\$17,902.61	\$17,913.18	99.94%	\$10.57
2008	\$17,526.79	\$17,536.42	99.95%	\$9.63

Respectfully,

  
 Necole E. Richard  
 Tax Collector

VENDOR 4640

REAL-PERSONAL  
TOWN OF EARL

<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>JULY</u>
DEF REV	\$0.00		2018
2018	\$841.71		
2017	\$49.43		
2016	\$25.23		
2015	\$0.45		
2014			
2013			
2012			
2011			
2010			
2009			
2008			

ACCOUNT NOS.

SUB TOTAL	\$916.82	
DISCOUNT	(\$4.31)	
INTEREST	\$33.95	
TOLERANCE		
TOTAL	\$946.46	085.000.2.240.00
2% COLL FEE	(\$18.93)	010.413.4.540.00
TOTAL	\$927.53	

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u>		<u>LEVY</u>	<u>% COLLECTED UNCOLLECTED</u>	
	<u>07/31/18</u>				
2018	\$841.71	\$15,004.31	5.61%	\$14,162.60	
2017	\$14,463.30	\$15,216.00	95.05%	\$752.70	
2016	\$14,637.79	\$14,780.51	99.03%	\$142.72	
2015	\$14,621.48	\$14,728.00	99.28%	\$106.52	
2014	\$14,894.47	\$14,953.71	99.60%	\$59.24	
2013	\$14,711.82	\$14,759.57	99.68%	\$47.75	
2012	\$14,339.09	\$14,402.34	99.56%	\$63.25	
2011	\$13,884.13	\$13,926.77	99.69%	\$42.64	
2010	\$13,979.73	\$14,022.37	99.70%	\$42.64	
2009	\$14,540.82	\$14,583.46	99.71%	\$42.64	
2008	\$14,834.80	\$14,857.45	99.85%	\$22.65	

Respectfully,



Necole E. Richard

Tax Collector



VENDOR 11240 REAL-PERSONAL  
TOWN OF POLKVILLE

<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>JULY</u>
DEF REV	\$4.05		2018
2018	\$445.11		
2017	\$2.46		
2016			
2015			
2014			
2013			
2012			
2011			
2010			
2009			
2008			

ACCOUNT NOS.

SUB TOTAL	\$451.62	
DISCOUNT	(\$2.37)	
INTEREST	\$0.12	
TOLERANCE		
TOTAL	\$449.37	086.000.2.240.00
2% COLL FEE	(\$8.99)	010.413.4.540.00
TOTAL	\$440.38	

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u> <u>07/31/18</u>	<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
2018	\$449.16	\$11,788.46	3.81%	\$11,339.30
2017	\$11,960.28	\$12,052.25	99.24%	\$91.97
2016	\$11,802.24	\$11,813.19	99.91%	\$10.95
2015	\$12,055.19	\$12,061.74	99.95%	\$6.55
2014	\$11,590.39	\$11,604.64	99.88%	\$14.25
2013	\$11,756.43	\$11,761.61	99.96%	\$5.18
2012	\$11,547.53	\$11,547.86	100.00%	\$0.33
2011	\$11,580.91	\$11,580.94	100.00%	\$0.03
2010	\$12,105.78	\$12,105.78	100.00%	\$0.00
2009	\$11,501.57	\$11,515.01	99.88%	\$13.44
2008	\$11,247.19	\$11,255.16	99.93%	\$7.97

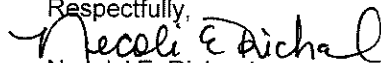
Respectfully,  
  
Necole E. Richard  
Tax Collector

VENDOR 8060

REAL-PERSONAL  
TOWN OF LAWDALE

<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>JULY</u>
DEF REV	\$0.00		2018
2018	\$1,815.38		
2017	\$149.36		
2016	\$125.96		
2015	\$151.70		
2014	\$108.09		
2013	\$108.09		
2012	\$108.09		
2011	\$108.09		
2010	\$108.09		
2009	\$108.09		
2008	\$16.33		
ACCOUNT NOS.			
SUB TOTAL	\$2,907.27		
DISCOUNT	(\$10.04)		
INTEREST	\$465.55		
TOLERANCE			
TOTAL	\$3,362.78		087.000.2.240.00
2% COLL FEE	(\$67.26)		010.413.4.540.00
TOTAL	\$3,295.52		

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u>	<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
	07/31/18			
2018	\$1,815.38	\$40,106.74	4.53%	\$38,291.36
2017	\$41,533.13	\$43,433.51	95.62%	\$1,900.38
2016	\$41,727.72	\$42,482.11	98.22%	\$754.39
2015	\$45,436.50	\$46,009.12	98.76%	\$572.62
2014	\$44,374.64	\$44,697.65	99.28%	\$323.01
2013	\$44,617.09	\$44,918.54	99.33%	\$301.45
2012	\$44,336.03	\$44,558.75	99.50%	\$222.72
2011	\$44,112.83	\$44,306.00	99.56%	\$193.17
2010	\$44,142.17	\$44,337.99	99.56%	\$195.82
2009	\$46,636.79	\$46,727.80	99.81%	\$91.01
2008	\$46,188.60	\$46,279.61	99.80%	\$91.01

Respectfully,  
  
 Neole E. Richard  
 Tax Collector


REAL-PERSONAL  
TOWN OF CASAR

VENDOR 2330

<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>JULY</u>
DEF REV	\$0.00		2018
2018	\$506.13		
2017	\$104.12		
2016	\$15.65		
2015			
2014			
2013			
2012			
2011			
2010			
2009			
2008			
			ACCOUNT NOS.
SUB TOTAL	\$625.90		
DISCOUNT	(\$2.68)		
INTEREST	\$6.36		
TOLERANCE	\$0.02		
TOTAL	\$629.60		088.000.2.240.00
2% COLL FEE	(\$12.59)		010.413.4.540.00
TOTAL	\$617.01		

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u> <u>07/31/18</u>	<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
2018	\$506.13	\$5,366.18	9.43%	\$4,860.05
2017	\$5,442.67	\$5,758.29	94.52%	\$315.62
2016	\$5,586.58	\$5,683.32	98.30%	\$96.74
2015	\$5,545.55	\$5,555.64	99.82%	\$10.09
2014	\$5,581.71	\$5,583.97	99.96%	\$2.26
2013	\$5,577.02	\$5,579.23	99.96%	\$2.21
2012	\$5,600.50	\$5,600.50	100.00%	\$0.00
2011	\$5,607.04	\$5,616.73	99.83%	\$9.69
2010	\$5,720.53	\$5,731.81	99.80%	\$11.28
2009	\$5,712.49	\$5,712.49	100.00%	\$0.00
2008	\$5,677.88	\$5,677.88	100.00%	\$0.00

Respectfully,

  
 Nicole E. Richard  
 Tax Collector

REAL-PERSONAL  
TOWN OF WACO

VENDOR 14630

<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>JULY</u>
DEF REV	\$49.62		2018
2018	\$1,110.27		
2017	\$117.90		
2016			
2015			
2014			
2013			
2012			
2011			
2010			
2009			
2008			

ACCOUNT NOS.

SUB TOTAL	\$1,277.79	
DISCOUNT	(\$5.73)	
INTEREST	\$1.50	
TOLERANCE		
TOTAL	\$1,273.56	089.000.2.240.00
2% COLL FEE	(\$25.47)	010.413.4.540.00
TOTAL	\$1,248.09	

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u> <u>07/31/18</u>	<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
2018	\$1,159.89	\$21,716.83	5.34%	\$20,556.94
2017	\$24,637.77	\$24,832.06	99.22%	\$194.29
2016	\$24,260.39	\$24,371.21	99.55%	\$110.82
2015	\$23,823.52	\$23,953.46	99.46%	\$129.94
2014	\$28,876.36	\$29,075.06	99.32%	\$198.70
2013	\$19,961.94	\$20,077.89	99.42%	\$115.95
2012	\$21,139.20	\$21,222.22	99.61%	\$83.02
2011	\$18,625.80	\$18,708.82	99.56%	\$83.02
2010	\$17,089.45	\$17,162.70	99.57%	\$73.25
2009	\$12,909.31	\$12,967.91	99.55%	\$58.60
2008	\$13,744.97	\$13,773.27	99.79%	\$28.30

Respectfully,

  
 Necele E. Richard  
 Tax Collector

VENDOR 10910 REAL-PERSONAL  
TOWN OF PATTERSON SPRINGS

<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>JULY</u>
DEF REV	\$0.00		2018
2018	\$2,124.47		
2017			
2016			
2015			
2014			
2013			
2012			
2011			
2010			
2009			
2008			
			ACCOUNT NOS.
SUB TOTAL	\$2,124.47		
DISCOUNT	(\$11.07)		
INTEREST			
TOLERANCE	(\$0.06)		
TOTAL	\$2,113.34		091.000.2.240.00
			010.413.4.540.00

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u>	<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
	<u>07/31/18</u>			
2018	\$2,124.47	\$30,391.74	6.99%	\$28,267.27
2017	\$29,148.66	\$29,935.90	97.37%	\$787.24

Respectfully,

  
Necole E. Richard  
Tax Collector

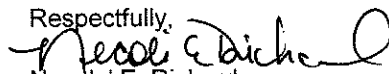
VENDOR **1180** REAL-PERSONAL  
TOWN OF BELWOOD

<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>JULY</u>
DEF REV	\$0.00		2018
2018	\$941.22		
2017			
2016			
2015			
2014			
2013			
2012			
2011			
2010			
2009			
2008			

ACCOUNT NOS.

SUB TOTAL	\$941.22	
DISCOUNT	(\$4.95)	
INTEREST		
TOLERANCE	\$0.01	
TOTAL	\$936.28	
		092.000.2.240.00
		010.413.4.540.00

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u> <u>07/31/18</u>	<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
2018	\$941.22	\$23,149.45	4.07%	\$22,208.23

Respectfully,  
  
Necole E. Richard  
Tax Collector

VEHICLES TOTAL TAXES COLLECTED JULY 2018

DEF REV	\$0.00
2018	\$0.00
2017	\$0.00
2016	\$0.00
2015	\$0.00
2014	\$0.00
2013	\$313.58
2012	\$736.07
2011	\$398.61
2010	\$54.82
2009	\$138.49
2008	\$41.58

TOTAL	\$1,683.15		DEFERRED REV
INTEREST	\$868.67		\$0.00
FEEES	\$1,315.08	\$0.00	
TOLERANCE	(\$0.84)		
TOTAL	\$3,866.06		
DEF REV	\$0.00		
TOTAL	\$3,866.06		

TOTAL UNCOLLECTED TAXES JULY 2018

2018	\$0.00
2017	\$0.00
2016	\$0.00
2015	\$0.00
2014	\$0.00
2013	\$67,065.17
2012	\$76,396.75
2011	\$57,257.16
2010	\$54,077.52
2009	\$51,066.40
2008	\$62,274.63

TOTAL \$368,137.63

Percentage	Real Property			
Revenue	Unit: 010			
	2018-2019	2017-2018	2016-2017	2015-2016
July	4.45%	3.79%	2.32%	6.34%
August		55.63%	55.60%	53.72%
September		58.57%	57.37%	54.98%
October		56.43%	54.98%	53.36%
November		59.42%	58.00%	56.28%
December		72.67%	73.13%	81.61%
January		93.74%	93.07%	92.44%
February		95.94%	95.48%	95.12%
March		97.03%	96.96%	96.46%
April		97.60%	97.58%	97.22%
May		97.98%	98.20%	97.80%
June		98.28%	98.42%	98.23%



# COUNTY OF CLEVELAND, NORTH CAROLINA

## AGENDA ITEM SUMMARY

---

### Tax Administration

---

**Department:** Tax Administration  
**Agenda Title:** July 2018 Abatements and Supplements  
**Agenda Summary:**  
**Proposed Action:**

---

#### ATTACHMENTS:

File Name	Description
<input type="checkbox"/> abate_supp_rept_phyliss_july_2018.xls	Jul 2018 Abate & Suppl

# ABATEMENTS & SUPPLEMENTS

MONTH OF

JULY 2018-2019

DISTRICT	FUND		2019	2018	2017
<u>COUNTY GENERAL</u>	<u>10</u>	ABATEMENTS		(13761.26)	(142.87)
		SUPPLEMENTS		17295.50	
		HB ABATEMENTS			
		HB SUPPLEMENTS			
<u>CONSOLIDATED SCHOOL</u>	<u>20</u>	ABATEMENTS		(3,621.43)	(37.59)
		SUPPLEMENTS		4551.41	
		HB ABATEMENTS			
		HB SUPPLEMENTS			
<u>COUNTY FIRE</u>	<u>28</u>	ABATEMENTS		(1008.38)	(21.93)
		SUPPLEMENTS		1267.50	
		HB ABATEMENTS			
		HB SUPPLEMENTS			
<u>COUNTY SCHOOLS</u>	<u>71</u>	ABATEMENTS			
		SUPPLEMENTS			
		HB ABATEMENTS			
		HB SUPPLEMENTS			
<u>SHELBY SCHOOLS</u>	<u>72</u>	ABATEMENTS			
		SUPPLEMENTS			
		HB ABATEMENTS			
		HB SUPPLEMENTS			
<u>KINGS MTN SCHOOLS</u>	<u>73</u>	ABATEMENTS			
		SUPPLEMENTS			
		HB ABATEMENTS			
		HB SUPPLEMENTS			
<u>FALLSTON FIRE</u>	<u>74</u>	ABATEMENTS			
		SUPPLEMENTS		12.84	
		HB ABATEMENTS			
		HB SUPPLEMENTS			
<u>LATTIMORE FIRE</u>	<u>75</u>	ABATEMENTS		(26.07)	
		SUPPLEMENTS		32.49	
		HB ABATEMENTS			
		HB SUPPLEMENTS			

<u>RIPPY FIRE</u>	76				
		ABATEMENTS		(1.48)	
		SUPPLEMENTS		64.62	
		HB ABATEMENTS			
		HB SUPPLEMENTS			
TOTAL ABATEMENTS	10-76		0.00	(18418.62)	(202.39)
TOTAL SUPPLEMENTS	10-76		0.00	23224.36	0.00
TOTAL HB ABATEMENTS	10-76		0.00	0.00	0.00
TOTAL HB SUPPLEMENTS	10-76		0.00	0.00	0.00

<u>CITY OF SHELBY</u>	77			(5638.47)	
		ABATEMENTS			
		SUPPLEMENTS		2857.32	
		HB ABATEMENTS			
		HB SUPPLEMENTS			
TOTAL ABATEMENTS	77		0.00	(5638.47)	0.00
TOTAL SUPPLEMENTS	77		0.00	2857.32	0.00

<u>TOWN OF BOILING SPRGS</u>	78			(104.62)	
		ABATEMENTS			
		SUPPLEMENTS		235.37	
		HB ABATEMENTS			
		HB SUPPLEMENTS			
TOTAL ABATEMENTS	78		0.00	(104.62)	0.00
TOTAL SUPPLEMENTS	78		0.00	235.37	0.00

<u>TOWN OF GROVER</u>	79				
		ABATEMENTS			
		SUPPLEMENTS			
		HB ABATEMENTS			
		HB SUPPLEMENTS			
TOTAL ABATEMENTS	79		0.00	0.00	0.00
TOTAL SUPPLEMENTS	79		0.00	0.00	0.00

<u>CITY OF KINGS MOUNTAIN</u>	80			(531.71)	
		ABATEMENTS			
		SUPPLEMENTS		2094.66	
		HB ABATEMENTS			
		HB SUPPLEMENTS			
TOTAL ABATEMENTS	80		0.00	(531.71)	0.00
TOTAL SUPPLEMENTS	80		0.00	2094.66	0.00

<u>TOWN OF LATTIMORE</u>	81				
		ABATEMENTS			
		SUPPLEMENTS			
		HB ABATEMENTS			
		HB SUPPLEMENTS			
TOTAL ABATEMENTS	81		0.00	0.00	0.00
TOTAL SUPPLEMENTS	81		0.00	0.00	0.00

<u>UPPER CLEVE WATER DIST</u>	<u>82</u>	ABATEMENTS		(36.26)	(5.01)
		SUPPLEMENTS		389.32	
		HB ABATEMENTS			
		HB SUPPLEMENTS			
TOTAL ABATEMENTS	82		0.00	(36.26)	(5.01)
TOTAL SUPPLEMENTS	82		0.00	389.32	0.00

<u>TOWN OF KINGSTOWN</u>	<u>83</u>	ABATEMENTS			
		SUPPLEMENTS			
		HB ABATEMENTS			
		HB SUPPLEMENTS			
TOTAL ABATEMENTS	83		0.00	0.00	0.00
TOTAL SUPPLEMENTS	83		0.00	0.00	0.00

<u>TOWN OF FALLSTON</u>	<u>84</u>	ABATEMENTS		(0.01)	
		SUPPLEMENTS			
		HB ABATEMENTS			
		HB SUPPLEMENTS			
TOTAL ABATEMENTS	84		0.00	(0.01)	0.00
TOTAL SUPPLEMENTS	84		0.00	0.00	0.00

<u>TOWN OF EARL</u>	<u>85</u>	ABATEMENTS			
		SUPPLEMENTS			
		HB ABATEMENTS			
		HB SUPPLEMENTS			
TOTAL ABATEMENTS	85		0.00	0.00	0.00
TOTAL SUPPLEMENTS	85		0.00	0.00	0.00

<u>TOWN OF POLKVILLE</u>	<u>86</u>	ABATEMENTS			
		SUPPLEMENTS			
		HB ABATEMENTS			
		HB SUPPLEMENTS			
TOTAL ABATEMENTS	86		0.00	0.00	0.00
TOTAL SUPPLEMENTS	86		0.00	0.00	0.00

<u>TOWN OF LAWNSDALE</u>	<u>87</u>	ABATEMENTS			
		SUPPLEMENTS			
		HB ABATEMENTS			
		HB SUPPLEMENTS			
TOTAL ABATEMENTS	87		0.00	0.00	0.00
TOTAL SUPPLEMENTS	87		0.00	0.00	0.00

<u>TOWN OF CASAR</u>	<u>88</u>	ABATEMENTS			
		SUPPLEMENTS			

		HB ABATEMENTS			
		HB SUPPLEMENTS			
TOTAL ABATEMENTS	88		0.00	<b>0.00</b>	0.00
TOTAL SUPPLEMENTS	88		0.00	<b>0.00</b>	0.00

<u>TOWN OF WACO</u>	<u>89</u>	ABATEMENTS			
		SUPPLEMENTS			
		HB ABATEMENTS			
		HB SUPPLEMENTS			
TOTAL ABATEMENTS	89		0.00	<b>0.00</b>	0.00
TOTAL SUPPLEMENTS	89		0.00	<b>0.00</b>	0.00

<u>TOWN OF PATTERSON SPRGS</u>	<u>91</u>	ABATEMENTS			
		SUPPLEMENTS			
		HB ABATEMENTS			
		HB SUPPLEMENTS			
TOTAL ABATEMENTS	91		0.00	<b>0.00</b>	0.00
TOTAL SUPPLEMENTS	91		0.00	<b>0.00</b>	0.00

TOWN OF BELWOOD	92				
		ABATEMENTS		<b>468.66</b>	
		SUPPLEMENTS			
		HB ABATEMENTS			
		HB SUPPLEMENTS			
TOTAL ABATEMENTS	92		0.00	<b>468.66</b>	0.00
TOTAL SUPPLEMENTS	92		0.00	<b>0.00</b>	0.00

<u>S/W COLLECTIONS</u>	<u>54</u>				
		ABATEMENTS		<b>(284.69)</b>	
		SUPPLEMENTS		<b>1269.26</b>	
		HB ABATEMENTS			
		HB SUPPLEMENTS			
TOTAL ABATEMENTS	54		0.00	<b>(284.69)</b>	0.00
TOTAL SUPPLEMENTS	54		0.00	<b>1269.26</b>	0.00

TOTAL REG ABATEMENTS	10-92		0.00	<b>(24545.72)</b>	<b>(207.40)</b>
TOTAL REG SUPPLEMENTS	10-92		0.00	<b>30070.29</b>	0.00
TOTAL HB ABATEMENTS	10-92		0.00	0.00	0.00
TOTAL HB SUPPLEMENTS	10-92		0.00	0.00	0.00
PAGE TOTALS	10-92	ABATEMENTS	0.00	<b>(24,545.72)</b>	<b>(207.40)</b>
PAGE TOTALS	10-92	SUPPLEMENTS	0.00	<b>30,070.29</b>	0.00

MONTHLY GRAND TOTAL  
MONTHLY GRAND TOTAL

ABATEMENTS  
SUPPLEMENTS

**(24,922.58)**  
**30,070.29**

---

CHRIS GREEN  
TAX ASSESSOR



## PROPERTY AND HB20

[illegible]





(4.29)								
(4.29)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00





[illegible]


0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00

0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00

0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00

0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00

0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00

0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00

---

0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00

0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00

0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00

0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00

0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00

0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00


0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00

0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00

0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00
0	0	0	0	0	0
0	0	0	0	0	0

0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00

0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00





**COUNTY OF CLEVELAND, NORTH CAROLINA**

**AGENDA ITEM SUMMARY**

---

**Register of Deeds Budget Amendment (BNA#004)**

---

**Department:** Register of Deeds

**Agenda Title:** Budget Amendment (BNA#004)

**Agenda Summary:**

**Proposed Action:**

---

**ATTACHMENTS:**

File Name	Description
<input type="checkbox"/> BNA#004.pdf	BNA#004

## BUDGET NEW - ORDINANCE AMENDMENT

BNA # 004SUBMITTED TO BOARD OF COUNTY COMMISSIONERS  
FOR CONSIDERATION AT MEETING TO BE HELD ON:September 4, 2018

SIGNATURES:

FROM: BUDGET OFFICER

THRU: FINANCE OFFICE

FOR DEPT: Register of DeedsDATE: 8/7/2018  
Finance DirectorBetsy S. Harnage

Department Manager

Account Number	Project Code	Department	Account Name	Increase	Decrease
010.419.4.810.00		Register of Deeds	Contributions/Donations	\$ 1,800.00	
010.419.5.790.00		Register of Deeds	Contributions/Donations	\$ 1,800.00	

Explanation of Revisions Budget donation from Historic Shelby Foundation to be used for archival /restoration of ROD books.

THE ABOVE AMENDMENT HAS BEEN APPROVED AND RECORDED IN THE MINUTES OF THE COUNTY  
COMMISSIONERS' MEETING ON \_\_\_\_\_  
(Date)

\_\_\_\_\_  
Phyllis Nowlen, Clerk to the BoardRETURN TO FINANCE OFFICE and Forward copy via email to [Tonya.Sigmon@clevelandcounty.com](mailto:Tonya.Sigmon@clevelandcounty.com)

cc: Personnel Batch # \_\_\_\_\_  
cc: Purchasing Date: \_\_\_\_\_  
By: \_\_\_\_\_

# COUNTY OF CLEVELAND, NORTH CAROLINA

## AGENDA ITEM SUMMARY

---

**Planning Department: Budget Amendment (BNA#005)**

---

**Department:** Planning Department

**Agenda Title:** Budget Amendment (BNA#005)

**Agenda Summary:**

**Proposed Action:**

---

### ATTACHMENTS:

File Name	Description
<input type="checkbox"/> BNA#005.pdf	BNA#005

## BUDGET NEW - ORDINANCE AMENDMENT

BNA # 005SUBMITTED TO BOARD OF COUNTY COMMISSIONERS  
FOR CONSIDERATION AT MEETING TO BE HELD ON:September 4, 2018FROM: BUDGET OFFICER  
THRU: FINANCE OFFICE  
FOR DEPT: Planning & Zoning  
DATE: 8/15/2018

SIGNATURES:

Finance Director

Department Manager

Account Number	Project Code	Department	Account Name	Increase	Decrease
010.491.4.310.00		Planning & Zoning	Federal Govt Grants	\$ 15,000.00	
010.491.5.490.00		Planning & Zoning	Professional Servs	\$ 15,000.00	

Explanation of Revisions: Budget grant award from NC Office of Archives and History. These are federal Historic Preservation Funds that are passed thru the state to county. Funds are to be used for Historic Architectural Survey Update.  
Grant award is \$15K with county match of \$10K that was already in place in county budget.

THE ABOVE AMENDMENT HAS BEEN APPROVED AND RECORDED IN THE MINUTES OF THE COUNTY  
COMMISSIONERS' MEETING ON \_\_\_\_\_  
(Date)

Phyllis Nowlen, Clerk to the Board

RETURN TO FINANCE OFFICE and Forward copy via email to [Tonya.Sigmon@clevelandcounty.com](mailto:Tonya.Sigmon@clevelandcounty.com)

cc: Personnel Batch # \_\_\_\_\_  
cc: Purchasing Date: \_\_\_\_\_  
By: \_\_\_\_\_

GL1116S

Budget Detail Inquiry

Account: 010-491-5-490-00  
PROFESSIONAL SERV  
Year: Current Minus 0

<u>Description</u>	<u>Amount</u>
HISTORICAL SURVEY	10,000
3YR LAND USE PLAN	34,900

F12=Previous

**NORTH CAROLINA DEPARTMENT OF NATURAL AND CULTURAL RESOURCES  
OFFICE OF ARCHIVES AND HISTORY  
STATE HISTORIC PRESERVATION OFFICE**

**Grant Contract**

This Grant Contract is hereby entered into by and between the **North Carolina Office of Archives and History** (the "Agency") and the **Cleveland County** (the "Grantee") (referred to collectively as the "Parties") for the **Cleveland County Architectural Survey Update**. The Grantee's federal tax identification number is **56-6000288**.

Grant funds for this project are made available through a 2018 federal Historic Preservation Fund (HPF) grant to Certified Local Governments from the National Park Service, U.S. Department of the Interior and administered by the State Historic Preservation Office. The CFDA number for this program is **15.904**.

**1. Grant Contract Documents:** This Grant Contract consists of the following documents:

- (1) This Grant Contract
- (2) General Terms and Conditions (Attachment A)
- (3) Appendix for Contracts (Attachment B)
- (4) Grant Project Outline and Budget (Attachment C)
- (5) Services To Be Provided and Standards To Be Followed (Attachment D)
- (6) Certification of Matching Share (Attachment E)
- (7) State Grant Certification - No Overdue Tax Debts (Attachment F)
- (8) Assurances - Non-Construction Programs (Attachment G)
- (9) Grantee's Affirmation of Receipt of Title VI, Section 504, Nondiscrimination Information Poster (Attachment H)
- (10) Federal Certification Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements, and Lobbying (Attachment I)

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

- 2. Precedence Among Grant Contract Documents:** In the event of a conflict between or among the terms of the Grant Contract Documents, the terms in the Grant Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Grant Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.
- 3. Effective Period:** This Grant Contract shall be effective on the date of signing by the Agency and shall terminate on **September 30, 2019**. Project contracts with consultants under this Grant Contract shall end no later than **August 23, 2019**.

#### **4. Grantee's Duties:**

**Grantee Performance and Eligibility:** The Grantee agrees to have a satisfactory record of performance; comply with the required completion schedule for the project; comply with debarment requirements; and otherwise be qualified and eligible to receive a grant award under applicable laws and regulations.

**Services and Goods To Be Provided and Standards To Be Followed:** The Grantee shall provide the services as described in Attachment D, Services To Be Provided and Standards To Be Followed, in accordance with the approved project outline and budget in Attachment C, Grant Project Outline and Budget. Project activities shall be performed according to the *Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation*, incorporated in this Grant Contract as if fully set forth herein, under the guidelines and professional supervision of the State Historic Preservation Office (HPO).

**Project Description and Contract with Qualified Consultant:** The Grantee agrees to enter into a detailed Project Description and Contract, using the Agency's standard contract template, with a qualified consultant, who is openly selected according to federal and state procurement requirements, to carry out objectives for non-construction projects, including architectural surveys, survey manuscripts, archaeological investigations, preservation planning, design guidelines, and the preparation of nominations to the National Register of Historic Places. The Grantee will determine the final Scope of Work to be set forth in the Project Description and Contract in consultation with the HPO. The Project Description and Contract is subject to the approval of the HPO. No project activities may begin and no reimbursements from grant funds will be available until the Project Description and Contract has been approved by the HPO and signed by the Grantee and the consultant. The Grantee shall ensure that the consultant provides all goods and services and follows all standards and procedures consistent with the terms of this Grant Contract and all attachments and with the Project Description and Contract and all attachments.

**Attachments to Contracts:** The Grantee agrees to incorporate reference to and attach a copy of Attachment A, General Terms and Conditions, and Attachment B, Appendix for Contracts, to all contracts involving project activities.

#### **5. Services and Goods To Be Provided by the Agency:** In order to ensure the consistent application of Statewide Survey and National Register of Historic Places standards and to provide support and guidance to the Grantee and consultant, the Agency will provide the following services and goods as budget and staff permit:

- a. Orientation for consultant on all projects to ensure familiarity with Statewide Survey standards and procedures, resources of the Office of Archives and History, and the National Register of Historic Places program, as these are relevant to the particular project;
- b. The HPO's Access-based survey database (from which survey forms are generated), a block of survey site numbers, and inventory folders required for survey; registration forms for the National Register nomination(s);
- c. Clerical support for integrating photographs into Statewide Survey files;

- d. Archival storage and maintenance of inventory materials;
  - e. Professional instruction and guidance in defining the research design, conducting and completing the survey, and preparation of the nomination(s), as applicable. A staff member of the HPO (project specialist) will be assigned to work directly with the consultant to serve as liaison with the Agency and to provide on-site and office assistance, guidance throughout the project, support in conducting the work, and assistance in evaluation according to National Register criteria and appropriate contexts. Review and approval of the survey materials, final reports, and the National Register nomination(s) by the HPO are required;
  - f. Printing of digital photographs at Agency prices, if desired by the consultant. A cost list will be provided to the consultant for various photography items;
  - g. For surveys, coordination of Study List presentation to the North Carolina National Register Advisory Committee, if the presentation is required;
  - h. For district nominations, presentation of information about the National Register program at a public meeting set up by the Grantee Contract Administrator; and
  - i. Compliance with all notification requirements for nominations to the National Register. In the event a legal notice must be printed in an area newspaper (if there are more than fifty property owners in the district), the Agency places the notice with directions that the Grantee is to be billed. Names and addresses of property owners will be provided to the Agency Representative by the consultant and/or Grantee Contract Administrator.
- 6. Conflict of Interest Policy:** The Grantee shall file with the Agency a copy of Grantee's policy addressing conflicts of interest that may arise involving the Grantee's management employees and members of its boards, commissions, and governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Grantee's employees or members of its boards, commissions, or governing body, from the Grantee's disbursing of grant funds and local matching funds and shall include actions to be taken by the Grantee or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before Agency may disburse the grant funds, unless the Grantee is covered by the provisions of N.C.G.S. 160A-479.11 and 14-234. (N.C.G.S. 143C-6-23(b)(2007))
- 7. Statement of No Overdue Tax Debts:** Grantee's sworn written statement pursuant to N.C.G.S. 143C-6-23(c), stating that the Grantee does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal State, or local level, is attached as Attachment F. Grantee acknowledges that the written statement must be filed before Agency may disburse the grant funds.
- 8. Reversion of Unexpended Grant Funds:** Any unexpended grant funds shall revert to the Agency upon termination of this Grant Contract.
- 9. Reporting Requirements:** The Agency has determined that this contract is subject to the reporting requirements described on the attached Notice of Certain Reporting and Audit Requirements, Attachment G, but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.



- 10. Use of Funds and Payment of Grant Funds:** The Grantee agrees to match the grant with funds from nonfederal sources (except that Community Development Block Grant funds may be used to match the grant) within the grant period, to use grant and matching funds or services for the purpose specified in this Grant Contract, and to furnish such reports and documentation, financial or otherwise, as may be specified by the Agency and state and federal law.

The total amount paid by the Agency to the Grantee under this Grant Contract shall not exceed \$15,000. This amount consists of \$-0- in State funds and \$15,000 in federal Historic Preservation Fund grant funds (CFDA # 15.904).

The Grantee's matching requirement is \$10,000, which shall consist of:

Cash: \$10,000

The total Grant Contract amount, comprising federal grant funds plus Grantee's matching contribution, is \$25,000.

The Agency agrees to payment of grant funds on a reimbursement basis. Reimbursements will consist of a maximum of sixty percent of allowable project costs, in accordance with the actual grant/match ratio. Each time the Grantee requests reimbursement from the Agency, project expenditures, both federal grant and matching share, shall be documented by copies of signed contracts, front and back of canceled (or certified) checks or documentation of direct deposits, invoices approved by the HPO project specialist and marked paid by the Grantee, and timesheets attached to a cover letter addressed to the Agency's Contract Administrator. Upon request the Agency may advance the Grantee up to twenty-five percent of the grant funds. After satisfactory documentation of this advance, along with the required matching share, the Grantee may request additional advances for up to seventy-five percent of the grant award. The remaining twenty-five percent of grant award will be payable only after satisfactory project completion. All payments are contingent upon fund availability.

The Grantee shall complete a final accounting report and submit a final request for reimbursement to the Agency within thirty (30) days of the expiration of the Grant Contract period. If this Grant Contract is terminated prior to the expiration of the Grant Contract period, the Grantee shall complete a final accounting report, submit a final request for reimbursement, and return any unearned advanced funds to the Agency within thirty (30) days of the Grant Contract termination date. A check for any unearned advanced funds must be attached to the report. The Agency shall have no obligation for payments based on expenditure reports submitted later than thirty (30) days after expiration or termination of the Grant Contract period.

Further details on administration of grant funds, reimbursement, and financial documentation are found in the *Grantee Handbook for Federal Historic Preservation Fund Grant Projects*, which is incorporated by reference in this Grant Contract as if fully set forth herein.

- 11. Contract Administrators:** All notices permitted or required to be given by one Party to the other and all questions about the Grant Contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone

number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

**For the Agency:**

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Michele P. McCabe, Grants Coordinator State Historic Preservation Office 4617 Mail Service Center Raleigh, NC 27699-4617  Telephone: 919-807-6582 Fax: 919-807-6599 Email: <a href="mailto:michele.patterson.mccabe@ncdcr.gov">michele.patterson.mccabe@ncdcr.gov</a>	Michele P. McCabe, Grants Coordinator State Historic Preservation Office Archives and State Library Building 109 E. Jones St., Room 264 Raleigh, NC 27601

**For the Grantee:**

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Chris Martin, Senior Planner Cleveland County PO Box 1210 Shelby, NC 28151  Telephone: 704-484-4947 Email: <a href="mailto:chris.martin@clevelandcounty.com">chris.martin@clevelandcounty.com</a>	Chris Martin, Senior Planner Cleveland County 311 East Marion Street Shelby, NC 28151

**12. Disbursements:**

As a condition of this Grant Contract, Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:

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

**13. Outsourcing:** The Grantee certifies that it has identified to the Agency all jobs related to the Grant Contract that have been outsourced to other countries, if any. Grantee further agrees that it will not outsource any such jobs during the term of this Grant Contract without providing notice to the Agency.

**14. Signature Warranty:** The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Grant Contract.

**In Witness Whereof,** the Grantee and the Agency have executed this Grant Contract in duplicate originals, with one original being retained by each Party.

**GRANTEE:**

**Cleveland County**

---

Signature

Date

---

Printed Name

Title

**WITNESS:**

---

Signature

Date

---

Printed Name

Title

**AGENCY:**

**North Carolina Office of Archives and History**

---

Signature

Date

Dr. Kevin Cherry

State Historic Preservation Officer

---

Printed Name

Title

**Attachment A**  
**General Terms and Conditions**

**DEFINITIONS**

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.:

- (1) "Agency" (as used in the context of the definitions below) shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political subagency of government. For other purposes in this Contract, "Agency" shall mean the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and subgrantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or subgrantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or subgrantee during the performance of the grant.
- (10) "Grantee" has the meaning in G.S. 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143C-1-1(d)(18): Any of the following that is not a State agency: An individual, a firm, a partnership, an association, a county, a corporation, or any other organization acting as a unit. The term includes a unit of local government and public authority.
- (13) "Public Authority" has the meaning in N.C.G.S. 143C-1-1(d)(22): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are subgranted to other organizations. Pursuant to N.C.G.S. 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
- (17) "Subgrantee" has the meaning in N.C.G.S. 143C-6-23(a)(3): a non-State entity that receives a grant of State funds from a grantee or from another subgrantee but does not include any non-State entity subject to the audit

and other reporting requirements of the Local Government Commission.

- (18) "Unit of Local Government has the meaning in G.S. 143C-1-1(d)(29): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

### **Relationships of the Parties**

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

**Subcontracting:** The Grantee shall not subcontract any of the work contemplated under this Contract without prior written approval from the Agency. Any approved subcontract shall be subject to all conditions of this Contract. Only the subcontractors or subgrantees specified in the contract documents are to be considered approved upon award of the contract. The Agency shall not be obligated to pay for any work performed by any unapproved subcontractor or subgrantee. The Grantee shall be responsible for the performance of all of its subgrantees and shall not be relieved of any of the duties and responsibilities of this Contract.

**Subgrantees:** The Grantee has the responsibility to ensure that all subgrantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

**Assignment:** No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:

- (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

In no event shall such approval and action obligate the State to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all contract obligations.

**Beneficiaries:** Except as herein specifically provided otherwise, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective

successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any such person or entity, other than the Agency or the Grantee, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

### **Indemnity**

**Indemnification:** The Grantee agrees to indemnify and hold harmless the Agency, the State of North Carolina, and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Grantee in connection with the performance of this Contract to the extent permitted by law.

### **Default and Termination**

**Termination by Mutual Consent:** The Parties may terminate this Contract by mutual consent with 60 days notice to the other party, or as otherwise provided by law.

**Termination for Cause:** If, through any cause, the Grantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Agency shall have the right to terminate this Contract by giving written notice to the Grantee and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract shall, at the option of the Agency, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of the Grantee's breach of this agreement, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined. The filing of a petition for bankruptcy by the Grantee shall be an act of default under this Contract.

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

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

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

**Survival of Promises:** All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statutes of limitation.

### **Intellectual Property Rights**

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

### **Compliance with Applicable Laws**

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

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

### **Confidentiality**

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

### **Oversight**

**Access to Persons and Records:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with N.C.G.S 147-64.7. Additionally, as the State funding authority, the Agency shall have access to persons and records as a

result of all contracts or grants entered into by State agencies or political subdivisions.

**Record Retention:** Records shall not be destroyed, purged or disposed of without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

### **Miscellaneous**

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

**Amendment:** This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

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

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

**Time of the Essence:** Time is of the essence in the performance of this Contract.

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

**Travel Expenses:** Reimbursement to the Grantee for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be reimbursed under this Contract.

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

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

## ATTACHMENT B

### Appendix for Contracts

The following stipulations, together with the General Terms and Conditions (Attachment A to the Grant Contract), apply to all grant projects funded in part by federal Historic Preservation Fund grants awarded to the North Carolina Department of Cultural Resources, Office of Archives and History (OAH), State Historic Preservation Office (HPO), by the U. S. Department of the Interior, National Park Service. The Grant Contract and any approved grant subcontract and project contract shall be subject to all the conditions of this Appendix to Contracts.

Answers to questions about the application of these conditions to specific projects are available from the OAH or HPO project specialists or from the Grants Coordinator, State Historic Preservation Office, 4617 Mail Service Center, Raleigh, NC 27699-4617. Telephone: (919 )807-6582. <http://www.hpo.dcr.state.nc.us/>

1. **PROCUREMENT:** Grantees must forward to the HPO evidence of compliance with federal competitive procurement requirements for professional services and subcontracts prior to reimbursement, if applicable, and must retain procurement documentation for the time period required by the *A-102 Common Rule*, *OMB Circular 110*, and other Historic Preservation Fund program regulations.
2. **CHANGES IN SCOPE OF WORK:** The approved scope of work, products, budget and performance/reporting milestones included in contracts cannot be changed without prior written approval from the HPO.
3. **LOBBYING PROHIBITED:** Grantees and contractors must conform with the following text of 18 U.S.C. 1913, which prohibits the use of the grant funds for lobbying: *No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designated to influence in any manner a Member of Congress, to favor or oppose by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or its Department or agencies from communication to Members of Congress on the request of any Member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.*
4. **RETENTION OF RECORDS:** The Grantee, the United States Department of the Interior, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of any contractor, which are directly pertinent to the specific contract under the grant project, for the purpose of making audit, examination, excerpts, and transcription. Grantees shall require contractors to maintain all required records for three years after Grantees make final payments and all other pending matters are closed.
5. **AUDIT AND REPORTING REQUIREMENTS:** Grantees are responsible for obtaining audits in accordance with the *Single Audit Act of 1984*, P.L. 98-502 (31 U.S.C. 7501-7); the *Single Audit Act Amendments of 1996*, P.L. 104-156 [(31 U.S.C. 7505(a))] for State, local and tribal governments, and non-profit institutions; *OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Institutions*; or the audit requirements of *OMB Circular A-110* for universities and nonprofit organizations. The audits shall be made by an independent auditor in accordance with generally accepted government auditing



standards covering financial and compliance audits. Grantees are subject to audit and other reporting requirements of 9 North Carolina Administrative Code Subchapter 3M.0205.

6. **PUBLICATIONS:** Acknowledgment of federal grant assistance should be made in connection with the publication of any material based on, or developed under, any activity supported by Historic Preservation Fund grant funds, as follows: *The activity that is the subject of this (type of publication) has been financed (in part/entirely) with federal funds from the National Park Service, Department of the Interior. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior.*

The design and content of any publication produced from a survey of architectural or archaeological resources must be reviewed and approved by the OAH prior to its printing.

7. **SUSPENSION OR TERMINATION OF GRANT:** Voluntary and involuntary suspension or termination of the grant, in whole or in part, by either the OAH or Grantee may occur at any time prior to the date of project completion. See additional provisions regarding termination of the grant in Attachment A, General Terms and Conditions.
8. **ENFORCEMENT AND REMEDIES FOR NONPERFORMANCE:** If the Grantee or any contractor fails to fulfill in a timely and proper manner his or her obligation under the Contract, or violates any of the provisions of the Contract, the OAH may enforce the remedies for Grantee or contractor compliance pursuant to Section 43 of the Code of Federal Regulations (43 CFR 12.43, 12.44, 12.83), incorporated by reference herein. See additional provisions regarding default and termination in Attachment A, General Terms and Conditions.
9. **STANDARDS FOR FINAL PRODUCTS:** Final products which do not conform to the terms and conditions of the Contract or which do not meet the applicable *Secretary of the Interior's Standards for Archaeology and Historic Preservation* will not be reimbursed.
10. **EQUAL OPPORTUNITY:** In consideration of the signing of this Contract for the performance of work and furnishing of labor and materials as set forth herein, the Parties hereto for themselves, their agents, officials, and employees or servants agree not to discriminate in any manner on the basis of age, handicap, sex, race, color, creed, sexual orientation, or national origin with reference to the subject matter of this Contract. Grantee agrees to comply with Title VI of the *Civil Rights Act of 1964* (42 U.S.C. 2000 (d)), the *Americans with Disabilities Act* (42 U.S.C. 12204), and with Section 504 of the *Rehabilitation Act of 1973* (29 U.S.C. 794).
11. **SAFETY PRECAUTIONS:** The National Park Service and the OAH assume no responsibility with respect to accidents, illnesses or claims arising from the work performed under a grant-supported project. The Grantee and the consultant are expected to take necessary steps to insure themselves and their personnel and to comply with applicable local, State or Federal safety standards, including those issued pursuant to the National Occupational Safety and Health Act of 1970.
12. **OTHER REQUIREMENTS:** In addition to the terms detailed in this Contract, all federal requirements governing grants are applicable. (*A-102 Common Rule; OMB Circulars A-87, A-21, and A-122; and A-110 and A-133*).

## **ATTACHMENT C**

### **NORTH CAROLINA HISTORIC PRESERVATION OFFICE HISTORIC PRESERVATION FUND SUBGRANT PROJECT OUTLINE AND BUDGET**

**Historic Preservation Fund Grant Award Year: 2018**

**Grantee: Cleveland County**

**Project Name and Type: Cleveland County Architectural Survey Update**

**Grantee Contact Person, Address, Telephone, Fax, and E-mail:**

**Name: Chris Martin, Senior Planner**

**Telephone: 704-484-4947**

**Commission: Cleveland County Historic  
Preservation Commission**

**Email: [chris.martin@clevelandcounty.com](mailto:chris.martin@clevelandcounty.com)**

**Address: PO Box 1210**

**City/State/Zip: Shelby, NC 28151**

**HPO Project Specialist: Annie McDonald; 828-296-7230 x223; [annie.mcdonald@ncdcr.gov](mailto:annie.mcdonald@ncdcr.gov)**

**Grant Period Beginning July 20, 2018 and Ending September 30, 2019**

**Project contracts under the Grant Contract shall end no later than: August 23, 2019**

**Total Cost: \$15,000**

**Federal Funds: \$10,000**

**Local Match: \$25,000**

**Cash: \$25,000**

**In-kind: -0-**

**Budget: Consultant's Fee: \$25,000**

**Project Description:**

The grant project is to hire a consultant to conduct an architectural survey update of Cleveland County. This will be an update to a 1997-98 survey and will focus on identifying and updating residential, commercial, industrial, and institutional resources built between 1945 and 1975. Work will include site visits, archival research, high-resolution digital photography, preparation of written entries, data entry in the HPO's survey database, and compilation of paper survey files as well as identification of properties for placement on the state's National Register Study List and draft and final reports.

The consultant will submit final drafts of all products to the HPO no later than August 23, 2019. The project will be accomplished under the supervision of the HPO, Office of Archives and History. Both HPO supervisory staff and the consultant will meet 36 CFR 61 qualifications.

## ATTACHMENT D

### Services to be Provided and Standards to be Followed for Architectural Survey Update

#### I. SERVICES AND GOODS TO BE PROVIDED BY THE CONSULTANT AND STANDARDS AND PROCEDURES TO BE FOLLOWED:

**The Survey Update:** The Consultant will update the existing survey of the specified area with the guidance and support of the Grantee Contract Administrator and the staff of the State Historic Preservation Office (HPO) and will follow will follow guidelines in *The North Carolina State Historic Preservation Office Survey Manual: Instructions for Recording Historic Resources*, 2008 edition (hereinafter cited as *NC Survey Manual*), supplementary guidelines provided by the HPO, and the calendar and details of the project schedule developed by the Consultant in consultation with the HPO. These state standards are in compliance with the Secretary of the Interior's "Standards for Identification." Any publications produced from the inventory should be reviewed and approved by the HPO before publication. This review would include design and content.

The survey update will entail updating existing HPO survey files as well as creation of new files for properties within the project area that have not previously been surveyed and now merit recordation. All survey work will entail digital photography and data entry into the HPO's Access survey database according to HPO guidelines, including those in "Manual for Data Entry: Historic Properties and Districts Survey Forms" (10/2009) and the HPO's digital photography policy guidelines (8/2015). Data will be collected in a format compatible with the GIS mapping systems of both the Grantee and the HPO.

For the purposes of payment and the satisfaction of the terms of this contract it is understood that the survey update consists of the following items, unless otherwise indicated in the contract scope of work (Attachment C):

1. Intensive field work in the designated area including a review of all structures on all roads and streets.
2. For each previously surveyed property, updating of existing HPO data by doing the following:
  - a. Using data in existing survey files and additional data as necessary, prepare a record for each property in the HPO's Access survey database, including each of those covered by the paper multiple structures data sheets. Each record must have a survey site number and data such as a PIN for linkage to local and state GIS. If the property is in a National Register district, the entry in the written summary field may be a copy of the entry in the nomination inventory list.
  - b. For each record, update the written summary field to reflect current status of the property, noting substantive changes since the initial survey. Be sure to check the appropriate items in the survey update data box.

- c. Take one or two digital photographs of each property and properly label the photo files.
  - d. Print a report form and photographic proofs (properly labeled) for each record in the database and add them to existing HPO files. Print a new, updated file label with 911 address and property name change as appropriate.
- 3. For each property not previously surveyed, the preparation of a completed survey file that meets guidelines in *NC Survey Manual*, as appropriate, and additional guidelines and policies for use of the Access survey database and digital photography. The files will include:
  - a. a survey file folder correctly labeled;
  - b. a completed record in the Access survey database and a printed report form for each property covered by the file. A completed record includes the written summary, which is a description of each property summarizing its history, setting, architectural form and character, integrity, associated features, and significance.
  - c. all prints of digital record photographs of each property, properly labeled, including overall views, detail views, interior views, and photographs of outbuildings and their details where applicable. These photographs are to be submitted in the form of enlarged contacts of not more than nine images per 8-1/2 x 11 sheet in the HPO's standard format;
  - d. for most properties, a hand-drawn or other applicable site plan, showing outbuildings and related features, and a floor plan (where examination of the interior is possible and the plan is of significance to the understanding of the building);
  - e. any documentary information and notes collected on the construction and occupation of each property, including all necessary on-site and telephone interviews with property owners, former owners, and other persons who can provide information on the construction, occupation, and development of the property. This information is to be inserted in the respective survey file with its sources (e.g., date of a conversation/ interview) cited.
- 4. The submittal of the survey database and digital photographs on CDs or DVDs to both the HPO and the Grantee. The survey files and photographs will be reviewed by HPO staff and revised by the Consultant and the revisions approved before final payment is made. Time should be allowed for revision.
- 5. The submittal of report forms generated from the survey database, properly labeled printed proofs of digital photographs, and other hard-copy items such as site plans and notes, all in properly labeled file folders, to the HPO.

6. Using PowerPoint or other digital presentation software as appropriate, presentations by the Consultant and Grantee at one to three public meetings to inform the community of the project and obtain information and support. Additional local presentations about the survey will be negotiated separately.
7. Study List presentations (written and oral) by the consultant using PowerPoint, with the assistance of the Grantee and HPO staff, to the staff review committee and the North Carolina National Register Advisory Committee (NRAC) encompassing individual properties and districts evaluated as potentially eligible for the National Register of Historic Places. Each individual property or district presented for the Study List will have its own survey file and the file must contain information about the interior of the property. Prior to the presentation to staff, the Consultant will meet with HPO staff to review potential Study List properties and content of the formal presentation. Prior to the NRAC meeting, the Consultant will provide HPO staff with two printed lists: 1) a list of the Study List presentation properties for attachment to the NRAC agenda; and 2) a list of the Study List properties with owner name and mailing addresses. Following the NRAC meeting, the Consultant will provide HPO staff with printed and digital copies of the presentation text and a digital copy of the PowerPoint presentation.
8. At the end of the project, a final report by the Consultant submitted to the HPO before final reimbursement is made. The final report will be a professionally written essay presenting project methodology, discussing the overall status of previously recorded properties, and describing and evaluating previously unreported historical and architectural development and related contexts of newly recorded properties. The Consultant will provide the report to the HPO in two forms: a typed (printed) paper copy and a digital copy on diskette or CD. The final submission shall also include all survey materials described above, prepared to HPO standards.

**Survey files will not leave the State without the written permission of the Office.**

**Additional Standards and Procedures:** In order to ensure the consistent application of Statewide Survey and National Register standards and procedures, the Consultant shall:

1. perform the project activities according to the Secretary of the Interior's "Standards for Evaluation" and "Standards for Registration" under the supervision, direction, and guidelines of the HPO;
2. seek and obtain orientation from the HPO on all projects to ensure familiarity with Statewide Survey standards and procedures, resources of the Office of Archives and History, and the National Register of Historic Places program;
3. have the option to use the HPO's photo lab services for the printing of proofs from CDs or DVDs for the survey files. The digital image files must be properly named upon submittal to the photo lab. The Consultant may request the HPO to make the prints at HPO cost, based on a cost list provided for various photography items by the HPO, with the understanding that, while the HPO seeks to process photographs quickly to expedite projects, problems of labor and supplies sometime generate backlogs. A three-week processing time is usual, but the time may be longer. **The Consultant agrees to pay all invoices for HPO photo lab services associated with the grant project prior to the HPO's approval of the Consultant's final payment as set forth in the Time-Product-Payment Schedule;**

4. obtain from the HPO and utilize the Access survey database, inventory folders, and labels required for file preparation, and blank registration forms for nominations;
5. seek and obtain clerical support from the HPO for integrating photographs into Statewide Survey files;
6. Provide inventory materials, including survey files with printed forms as well as the survey database and digital photographs on CDs or DVDs, to the HPO for archival storage and maintenance by the HPO.; and
7. seek and obtain professional instruction and guidance from the HPO in defining the research design and conducting and completing the survey and preparation of the nomination(s); work directly with the staff member of the HPO assigned to provide on-site and in-office assistance, guidance throughout the project, support in conducting the work, and assistance in evaluation according to National Register criteria and appropriate contexts; and obtain the required review and approval of survey materials by the HPO in accordance with the Time-Product-Payment Schedule.

II. SERVICES AND GOODS PROVIDED BY THE GRANTEE:

To ensure that the project will operate efficiently on the local level for the Consultant, the Grantee agrees to do the following:

1. conduct local administration and accounting of the grant;
2. provide prompt secretarial assistance (if a part of the budget) for the project, understanding that deadlines established in the project schedule must be met;
3. provide adequate office space (if a part of the project budget) for the Consultant including a telephone and desk;
4. assist Consultant in developing local contacts and generating publicity for the project;
5. in consultation with the Consultant and the HPO staff, make arrangements for public meetings as required;
6. Have the option to obtain from the HPO duplicate survey files, with photocopies of survey file contents that are not on CD or DVD. If duplicate survey forms and proofs are desired, the Grantee may print them from the CDs or DVDs or make arrangements at the beginning of the project for the consultant to print the duplicates. Duplication of other, non-digital components of the files by photocopying also must be arranged and carried out prior to submittal of the files to the HPO at the completion of the project. **It is understood that the cost of duplicating files, including the cost of photocopying and printing duplicate survey forms and photographic prints, is the responsibility of the Grantee unless otherwise specified.**

# COUNTY OF CLEVELAND, NORTH CAROLINA

## AGENDA ITEM SUMMARY

---

**Health Dept Budget Amendment (BNA#006)**

---

**Department:** Health Department

**Agenda Title:** Budget Amendment (BNA#006)

**Agenda Summary:**

**Proposed Action:**

---

### ATTACHMENTS:

File Name	Description
<input type="checkbox"/> BNA#006.pdf	BNA#006

## BUDGET NEW - ORDINANCE AMENDMENT

BNA # 006SUBMITTED TO BOARD OF COUNTY COMMISSIONERS  
FOR CONSIDERATION AT MEETING TO BE HELD ON:September 4, 2018

SIGNATURES:

FROM: BUDGET OFFICER

THRU: FINANCE OFFICE

FOR DEPT: 012-540 WICDATE: 8/14/2018

Finance Director

Department Manager

Account Number	Department	Account Name	Increase	Decrease
012-546-4-310-54	Carolina Access	State Grants	\$ 25,000.00	
012-546-5-490-54	Carolina Access	Salaries	\$ 25,000.00	

Explanation of Revisions:

To record CCNC grant to support Practice Transformation Network (PTN)

THE ABOVE AMENDMENT HAS BEEN APPROVED AND RECORDED IN THE MINUTES OF THE COUNTY  
COMMISSIONERS' MEETING ON \_\_\_\_\_  
(Date)

Phyllis Nowlen, Clerk to the Board

RETURN TO FINANCE OFFICE and Forward copy via email to [Tonya.Sigmon@clevelandcounty.com](mailto:Tonya.Sigmon@clevelandcounty.com)

cc: Personnel Batch # \_\_\_\_\_  
cc: Purchasing Date: \_\_\_\_\_  
By: \_\_\_\_\_





July 5, 2018

Debbie Clapper, Director  
Carolina Community Health Partnership  
200 South Post Rd  
Shelby, NC 28152

Dear Debbie:

I am writing to bring you good news regarding PTN!

We are providing a onetime stipend in the amount of \$25,000 to assist you with your PTN efforts. Attached is a Statement of Work (SOW) for your signature. We worked closely with the RVPs to create the SOW language and want to make you aware of the following important points:

- The SOW must be signed by your network and returned to Linda Price in our Legal department by **July 27, 2018**
- We will issue payment for all executed agreements by **September 28, 2018**
- You will not need to issue an invoice to receive the payment
- You will need to sign and return the **SOW by July 27, 2018** to receive the payment

We have asked a great deal of you and your teams to assist us in meeting deliverables for the PTN Program. While we feel that this work is important in assisting our practices to prepare for value based care, we recognize that it has been very fast paced with many requests and short turnaround times. We have heard from you how this has stretched your resources and that you have tapped others from your teams to assist with this important work.

We appreciate all that you do and will continue to do to assist us in being successful and meeting our PTN goals and preparing our practices for the future.

A handwritten signature in dark ink, appearing to read 'Tom Wroth'.

Tom Wroth, MD  
Executive Vice President & Chief Operating Officer

## STATEMENT OF WORK: PTN NETWORK SUPPLEMENTAL SUPPORT YEAR 3

THIS STATEMENT OF WORK: PTN NETWORK SUPPLEMENTAL SUPPORT YEAR 3 ("SOW") into as of the dates provided herein below, and effective June 27, 2018 ("Effective Date") by and between Community Care of North Carolina, Inc. ("CCNC") and County of Cleveland d/b/a Cleveland County Health Department d/b/a Carolina Community Health Partnership ("Network") (each a "Party" and collectively the "Parties"), in accordance with the Specific Agreements provision of the Master Collaboration Agreement ("MCA") entered into by the Parties.

1. **Incorporation of the MCA.** The terms of the MCA between the Parties effective December 1, 2015, are hereby incorporated into this SOW by reference as if fully restated herein. The intent of the Parties is that the general terms of the MCA be applicable to this SOW.
2. **Term.** This SOW commences on Effective Date and continues through September 28, 2018.
3. **Current Situation.** CCNC is a recipient of a cooperative award from the Centers for Medicare and Medicaid Services, Center for Medicare and Medicaid Innovations ("CMMI"), Award # 1L1CM5331452-01-00 ("Award") to assist primary care practices in reducing the cost of providing quality healthcare to vulnerable populations including Medicaid, Medicare, Dual eligible, and Children's Health Insurance Program ("CHIP") patients by working through the five phases of practice transformation ("Program"). This is the third year of the Award.
4. **Source of Fund.** As this SOW is funded through a cooperative award, payment is explicitly conditioned on the continuing availability of sufficient funds from the funding source. CCNC will have no liability for any expenses incurred by Network should funding no longer be available to CCNC for any reason. Network will have no further obligation under this SOW as soon as funding is no longer available to CCNC for this SOW for any reason.
5. **Objective.** The Network will use this funding to supplement Practice Transformation Network ("PTN") activities to assist CCNC in meeting the deliverables outlined in the Award. The duties may include activities related to PTN practice recruitment, additional staff travel, additional coaching support, engagement of other Network staff to provide additional support, and other PTN related activities.
6. **Scope of Work.** The types of activities being performed under this SOW include:
  - a. Engage, educate and recruit practices and providers in participation in PTN as well as other related PTN activities that promote practice transformation
  - b. Build support for transformation by expressing a compelling vision and boosting confidence as well as rationale for change
  - c. Engage other network staff, as needed, to assist in transformation progress and evaluate the effectiveness of practice transformation initiatives
  - d. Support the PTN participating practices through the phases of transformation
  - e. Support development of innovative strategies to spread effective change across the network and within practices

7. **Deliverables.** The Network role will provide the supplemental support and strategies needed to drive the implementation of sustainable transformation activities.
8. **Indemnification.** Each Party will indemnify the other against any claim that arises from or relates to the negligence or intentional bad acts or omissions of any employee or agent of that Party performing under this SOW, and the Indemnifying Party will be liable for all damages, expenses, and costs related to such action, including without limitation reasonable attorney fees. For clarity, each person acting as a Physician Champion, Practice Transformation Coach, PTN Network Pharmacist, PTN Behavioral Health Integration Specialist, and Lead PTN Behavioral Health Integration Specialist under this SOW is an agent of Network for purposes of this section.
9. **Fee Schedule**
  - a. **Fixed Fee.** Network is being paid a flat fee of twenty-five thousand dollars (\$25,000.00), inclusive of all costs and expenses, for the work described in this SOW. No other expenses or payments are authorized under this SOW.
  - b. **Payment schedule.** Payment is due on a net thirty (30) day basis from execution of this SOW.

[Remainder of page intentionally left blank; signature page to follow.]

IN WITNESS WHEREOF, the Parties have caused this SOW to be executed by their duly authorized officers on the date(s) provided below.

Community Care of North Carolina, Inc.

By: Torlen Wade  
Torlen Wade  
Title: Executive Vice President

Date: 7-24-18

County of Cleveland, North Carolina d/b/a Cleveland County Health  
Department d/b/a Carolina Community Health Partnership

By: Deborah Clapper  
Print Name: Deborah Clapper  
Title: Network Director

By: Dorothea Wyant  
Print Name: Dorothea Wyant  
Title: Cleveland County Health Department

By: Tom Spurling  
Print Name: Tom Spurling  
Title: Cleveland County Board of Health

By: Shane Fox  
Print Name: Shane Fox  
Title: Finance Director,  
Cleveland County, NC

Reviewed and Approved as to form and content:

By: Elliot Engstrom 7/12/2019  
Print Name: Elliot Engstrom  
Title: County Attorney

CLEVELAND COUNTY  
PUBLIC HEALTH CENTER

**MEMORANDUM**

TO: Cleveland County Board of Health

FROM: Dorothea Wyant, Health Director

DATE: August 14, 2018

SUBJECT: Budget Amendments

**ITEM NUMBER ONE**

*Fed*

The North Carolina Department of Health and Human Services, Nutrition Services Branch, has approved a special time-limited fund to Cleveland County WIC for \$956 to be used for equipment, services, or staff training. We request permission to budget this amount in the WIC Department, Client Services, (540) for two new LaserJet printers.

**ITEM NUMBER TWO**

*St*

The North Carolina Office of Rural Health, Central Management and Support, has approved \$112,000 for the Cleveland County Public Health Center for 2018-2019 FY. We request permission to budget the funds as follows; \$15,000 to Alliance for Health for travel and equipment, \$70,000 to Maternity (Dept 538), and \$13,500 each to Family Planning (Dept 539) and Child Health (Dept 537) to be used for prenatal care.

*530... 700 ~~700~~ Mat for Alliance*

**ITEM NUMBER THREE**

*Other Medicaid*

Community Care of North Carolina, Inc. has received a grant from the Agency for Healthcare Research and Quality, via Duke University, entitled Disseminating NIH Evidence Based Sickle Cell Recommendations in North Carolina Program in the amount of \$1,800. We request permission to budget the funds into Community Care of North Carolina (Carolina Access, Dept 546) to be used for salaries/fringe.

*012-546-5421-00*

**ITEM NUMBER FOUR**

*Other Medicaid*

Community Care of North Carolina, Inc. (Carolina Access) has been allocated \$25,000 to support the Practice Transformation Network (PTN) Physician Champion. The Physician Champion is responsible for education and recruitment of practices, collaboration with PTN Coaches to develop innovative strategies and spread changes within the network/practices. We request permission to budget \$25,000 in the Carolina Access Department (546) for this purpose.

*012-546-4-310-54*

We appreciate your consideration of these matters.

*012546-5-49054*

*Conte professional (490) Servs.*

DW/tcb

200 S. Post Road • Shelby, NC 28152 • (980) 484-5100 • Fax (980) 484-5220

# COUNTY OF CLEVELAND, NORTH CAROLINA

## AGENDA ITEM SUMMARY

---

**Health Dept Budget Amendment (BNA#007)**

---

**Department:** Health Department

**Agenda Title:** Budget Amendment (BNA#007)

**Agenda Summary:**

**Proposed Action:**

---

### ATTACHMENTS:

File Name	Description
<input type="checkbox"/> BNA#007.pdf	BNA#007

## BUDGET NEW - ORDINANCE AMENDMENT

BNA # 007SUBMITTED TO BOARD OF COUNTY COMMISSIONERS  
FOR CONSIDERATION AT MEETING TO BE HELD ON:September 4, 2018

SIGNATURES:

FROM: BUDGET OFFICER

THRU: FINANCE OFFICE

FOR DEPT: 012-540 WICDATE: 8/14/2018

Finance Director

Department Manager

Account Number	Department	Account Name	Increase	Decrease
012-546-4-350-58	Carolina Access	State Grants	\$ 1,800.00	
012-546-5-121-00	Carolina Access	Salaries	\$ 1,800.00	

Explanation of Revisions:

To record CCNC grant from Duke University to be used for salaries/fringe for Sickie Cell.THE ABOVE AMENDMENT HAS BEEN APPROVED AND RECORDED IN THE MINUTES OF THE COUNTY  
COMMISSIONERS' MEETING ON \_\_\_\_\_  
(Date)

Phyllis Nowlen, Clerk to the Board

RETURN TO FINANCE OFFICE and Forward copy via email to [Tonya.Sigmon@clevelandcounty.com](mailto:Tonya.Sigmon@clevelandcounty.com)cc: Personnel  
cc: PurchasingBatch # \_\_\_\_\_  
Date: \_\_\_\_\_  
By: \_\_\_\_\_

012.546-4-350.58

## Contract Agreement Cover Check List

Effective Date 7/1/2015

A.) Type of Contract ( Circle what applies)

Original  
New  
Re-Newal  
Change  
Cancellation

Type  
Revenue  
Expenditure  
Lease

B.) Cost Center

Fund / Department

012.546.

Account Number

C.) Vendor Information

Company Name

CCNC SOW

Contact Information:

Torken Wade

Vendor Number:

D.) Contract Information

Contract Description

Sickle Cell

Term

From: effective date To: 8/2018

Payment Terms

\$1,800

Total Contract Amount

\$1,800

Amount Approved in Budget

E.) Funding Source & Attachment Checklist

Funding Source

Federal Grant

State Grant

Local Allotment

9/10/18

Checklist (ensure contract has all attachments)

Tickmark

Date / Sign-Off

> \$750 P.O. Required

Y / N

> \$1000 - Obtained 3 bids

Y / N

Conflict of Interest Policy Attached & Signed

Y / N

SAM System / Debarred Vendor

Y / N

MWDBE

Y / N

Cost Analysis Complete (only for Fed/State Grants)

Y / N

Pre-Audit Certification Complete by Finance Director

Y / N

\*Original Contract to be sent to Kim Ogle in Finance/Purchasing Department



## STATEMENT OF WORK: SCD QUALITY IMPROVEMENT TOOLBOX DISSEMINATION

THIS STATEMENT OF WORK: SCD QUALITY IMPROVEMENT TOOLBOX DISSEMINATION ("SOW") is made and entered into effective November 30, 2017 ("Effective Date"), by and between Community Care of North Carolina, Inc. ("CCNC") and County of Cleveland d/b/a Cleveland County Health Department d/b/a Carolina Community Health Partnership ("Network") (each a "Party" and collectively the "Parties"), in accordance with the SPECIFIC AGREEMENTS provision of the Master Collaboration Agreement ("MCA") entered into by the Parties.

1. **Incorporation of the MCA.** The terms of the MCA, effective December 1, 2015, are hereby incorporated into this SOW by reference as if fully restated herein. The intent of the Parties is that the general terms of the MCA be applicable to this SOW.
2. **Term.** This SOW commences on the Effective Date and continues through August 31, 2018.
3. **Current Situation.** CCNC is a subrecipient of a grant from the Agency for Healthcare Research and Quality ("AHRQ"), via Duke University, entitled *Disseminating NIH Evidence Based Sickle Cell Recommendations in North Carolina* ("Program"). CCNC has been tasked with overseeing the dissemination of a toolbox of evidence-based sickle cell guidelines for the Program, including practice training and follow-up. CCNC is engaging Network to provide QI Leads and QI Specialists who will assist CCNC in the dissemination of clinical decision support tools related to the treatment of sickle cell disease ("SCD") to practices participating in the Program ("Member Practice").
4. **Objective.** The Network QI Leads and Network QI Specialists will assist in the delivery of quality improvement ("QI") and practice support services to Member Practices.
5. **Scope of Activities.** The activities under this SOW include:
  - a. **QI Lead activities**
    - i. Attending a sixty (60) minute training session on Sickle Cell Disease and the National Heart, Lung, and Blood Institute ("NHLBI") Sickle Cell Clinical Guidelines
    - ii. Training QI Specialists in the clinical decision support tools
    - iii. Tracking training activities
  - b. **QI specialists activities**
    - i. Disseminating the toolbox and providing training to at least one provider at each identified Member Practice
    - ii. Tracking toolbox dissemination training
    - iii. Assisting Member Practices in the identification of SCD patients
    - iv. Tracking Member Practice success with patient outreach
6. **Deliverables and Services.** Network will deliver the following:
  - a. QI Specialists training tracking form within thirty (30) days of toolbox dissemination training
  - b. Dissemination tracking form for each identified Member Practice within thirty (30) days of toolbox dissemination training

7. **Indemnification.** Each Party individually (as the "Indemnifying Party") agrees to indemnify the other Party (as the "Indemnified Party") against any claim that arises from or relates to the negligence or intentional bad acts or omissions of any employee or agent of the Indemnifying Party performing under this SOW, and the Indemnifying Party will be liable for all damages, expenses, and costs related to such action, including without limitation reasonable attorney fees. For clarity, the QI Leads and QI Specialists performing under this SOW are agents of Network for purposes of this section.

8. **Fee Schedule.** CCNC agrees to pay the Network according to the following:

- a. *Fixed Fee.* Network is being paid a flat fee of one thousand eight hundred dollars (\$1,800.00), inclusive of all costs and expenses, for the work described in this SOW. No other expenses or payments are authorized under this SOW.
- b. *Payment Schedule.* Payments will be due on a net thirty (30) day basis from execution of this SOW.

[Remainder of page intentionally left blank]

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this SOW to be executed by their duly authorized officers on the date(s) provided below.

Community Care of North Carolina, Inc.

By: Torlen Wade  
Print Name: Torlen Wade  
Title: Executive Vice President  
Date: 8-1-18

County of Cleveland, North Carolina d/b/a  
Cleveland County Health Department d/b/a  
Carolina Community Health Partnership

By: Dorothy Clapper  
Print Name: Daborah Clapper  
Title: Network Director  
Date: 7-31-18

By: Dorothea Wyant  
Print Name: Dorothea Wyant  
Title: Cleveland County Health Department  
Date: 7/23/18

By: Tom Spurling  
Print Name: Tom Spurling  
Title: Cleveland County Board of Health  
Date: 7/26/18

By: Shane Fox  
Print Name: Shane Fox  
Title: Finance Director,  
Cleveland County, NC  
Date: 7/23/18

Reviewed and Approved as to form and content:

By: Eliot Engstrom  
Print Name: Eliot Engstrom  
Title: County Attorney  
Date: 7/30/18

CLEVELAND COUNTY  
PUBLIC HEALTH CENTER

**MEMORANDUM**

TO: Cleveland County Board of Health

FROM: Dorothea Wyant, Health Director

DATE: August 14, 2018

SUBJECT: Budget Amendments

**ITEM NUMBER ONE**

*Fed*

The North Carolina Department of Health and Human Services, Nutrition Services Branch, has approved a special time-limited fund to Cleveland County WIC for \$956 to be used for equipment, services, or staff training. We request permission to budget this amount in the WIC Department, Client Services, (540) for two new LaserJet printers.

**ITEM NUMBER TWO**

*St*

The North Carolina Office of Rural Health, Central Management and Support, has approved \$112,000 for the Cleveland County Public Health Center for 2018-2019 FY. We request permission to budget the funds as follows; \$15,000 to Alliance for Health for travel and equipment, \$70,000 to Maternity (Dept 538), and \$13,500 each to Family Planning (Dept 539) and Child Health (Dept 537) to be used for prenatal care.

*530... 700... 700... for Alliance*

**ITEM NUMBER THREE**

*Other Medicaid*

Community Care of North Carolina, Inc. has received a grant from the Agency for Healthcare Research and Quality, via Duke University, entitled Disseminating NIH Evidence Based Sickle Cell Recommendations in North Carolina Program in the amount of \$1,800. We request permission to budget the funds into Community Care of North Carolina (Carolina Access, Dept 546) to be used for salaries/fringe.

*012-546-5421-00*

**ITEM NUMBER FOUR**

*Other Medicaid*

Community Care of North Carolina, Inc. (Carolina Access) has been allocated \$25,000 to support the Practice Transformation Network (PTN) Physician Champion. The Physician Champion is responsible for education and recruitment of practices, collaboration with PTN Coaches to develop innovative strategies and spread changes within the network/practices. We request permission to budget \$25,000 in the Carolina Access Department (546) for this purpose.

*012-546-4-310-54*

We appreciate your consideration of these matters.

*012546-5-490.54*

*Cont'd purpose (490) servs.*

DW/tcb

200 S. Post Road • Shelby, NC 28152 • (980) 484-5100 • Fax (980) 484-5220

# COUNTY OF CLEVELAND, NORTH CAROLINA

## AGENDA ITEM SUMMARY

---

**Health Dept Budget Amendment (BNA#008)**

---

**Department:** Health Department

**Agenda Title:** Budget Amendment (BNA#008)

**Agenda Summary:**

**Proposed Action:**

---

### ATTACHMENTS:

File Name	Description
<input type="checkbox"/> BNA#008.pdf	BNA#008

## BUDGET NEW - ORDINANCE AMENDMENT

BNA # 008SUBMITTED TO BOARD OF COUNTY COMMISSIONERS  
FOR CONSIDERATION AT MEETING TO BE HELD ON:

SIGNATURES:

FROM: BUDGET OFFICER

THRU: FINANCE OFFICE

FOR DEPT: 012-540 WICDATE: 8/14/2018September 4, 2018

Finance Director

Department Manager

Account Number	Department	Account Name	Increase	Decrease
012-540-4-310-40	WIC	Client Services	\$ 958.00	
012-540-5-910-40	WIC	Client Services	\$ 958.00	

Explanation of Revisions: The North Carolina Dept of Health & Human Services, Nutrition Services Branch, to record  
a special time-limited fund to WIC for two new LaserJet Printers.

THE ABOVE AMENDMENT HAS BEEN APPROVED AND RECORDED IN THE MINUTES OF THE COUNTY  
COMMISSIONERS' MEETING ON \_\_\_\_\_  
(Date)

Phyllis Nowlen, Clerk to the Board

RETURN TO FINANCE OFFICE and Forward copy via email to [Tonya.Sigmon@clevelandcounty.com](mailto:Tonya.Sigmon@clevelandcounty.com)

cc: Personnel Batch # \_\_\_\_\_  
cc: Purchasing Date: \_\_\_\_\_  
By: \_\_\_\_\_

# Division of Public Health

## Agreement Addendum

### FY 18-19

Page 1 of 2

Cleveland County Health Department  
Local Health Department Legal Name

403 WIC  
Activity Number and Description

06/01/2018 – 05/31/2019

Service Period

07/01/2018 – 06/30/2019

Payment Period

- ☐ Original Agreement Addendum  
☒ Agreement Addendum Revision # 1

Women's and Children's Health Section  
Nutrition Services Branch  
DPH Section / Branch Name

Sheila J. Hirt (919) 707-5793  
Sheila.Hirt@dhhs.nc.gov  
DPH Program Contact  
(name, phone number, and email)

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

I. **Background:**  
No change.

II. **Purpose:**  
This Agreement Addendum Revision #1 awards special time-limited funds to the Local Health Department in order to acquire approved equipment, approved services, or approved staff training as described in Section III below.

III. **Scope of Work and Deliverables:**  
*As of July 1, 2018, this Agreement Addendum, Revision #1 adds Paragraph 12, as follows:*

**12. Deliverable #12 – Special Funding for Equipment, Services, or Staff Training**  
In order to further enhance its ability to continue with the objective of the Special Supplemental Nutrition Program for WIC, the Local Health Department shall use the funds provided under this Agreement Addendum Revision #1 to acquire equipment, services, or staff training, as has been approved by the Nutrition Services Branch in June 2018. The acquisition will assist the Local Health Department in its efforts to provide supplemental nutritious foods, nutrition education, and referrals to health care for low-income persons during critical periods of growth and development, promote increased program participation, and encourage participant retention.

IV. **Performance Measures/Reporting Requirements:**  
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.

Revised July 2017

**V. Performance Monitoring and Quality Assurance:**  
No change.

**VI. Funding Guidelines or Restrictions:**

*As of July 1, 2018, this Agreement Addendum, Revision #1 adds Paragraph 7 and 8, as follows:*

7. Special funds have been placed in the 'Client Services' category as detailed on Attachment B-1. If the Local Health Department chooses to further distribute funds among the four WIC activities, adhering to threshold requirements, it may do so by completing the Attachment B-1 "WIC Budget Page" and submitting the budgetary realignment to the Nutrition Services Branch's State Office.
8. Final reconciliation of special funds must occur no later than October 31, 2018 for Federal Fiscal Year 2018 funding. This funding is delineated by the code "GJ" and shall be used for the purchase of approved special funding equipment and services during the time period of July 1, 2018 through September 30, 2018.



## Federal Award Reporting Requirements for Pass-Through Agencies, 2 CFR § 200.331

FY19 Activity: 403 WIC

Supplement 3

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

CFDA #: 10.557 Federal awd date: 10/1/17 Is award R&amp;D? no FAIN: 185NC705W1003 Total amount of fed awd: \$ 8,778,595

CFDA Special Supplemental Nutrition Program for  
name: Women, Infants and ChildrenFed award  
project  
description: Women, Infants & Children (2 Year)Fed awarding  
agency: USDA, Food and Nutrition ServiceFederal 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	=	=	Jackson	019728518	\$5,406	\$174,102
Albemarle	130537822	\$25,913	\$790,589	Johnston	097599104	\$15,617	\$760,889
Alexander	030495105	=	=	Jones	095116935	\$1,072	\$46,216
Anson	847163029	=	=	Lee	067439703	\$2,234	\$382,790
Appalachian	780131541	\$15,002	\$316,556	Lenoir	042789748	=	=
Beaufort	091567776	\$1,935	\$292,203	Lincoln	086869336	\$2,000	\$333,848
Bladen	084171628	=	=	Macon	070626825	\$15,187	\$216,157
Brunswick	091571349	=	=	Madison	831052873	\$8,819	\$100,889
Buncombe	879203560	\$25,223	\$830,885	MTW	087204173	\$4,919	\$244,103
Burke	883321205	=	=	Mecklenburg	074498353	\$13,440	\$4,165,698
Cabarrus	143408289	=	=	Montgomery	025384603	\$10,740	\$192,702
Caldwell	948113402	\$21,815	\$343,961	Moore	050988146	=	=
Carteret	058735804	=	=	Nash	050425677	=	=
Caswell	077846053	=	=	New Hanover	040029563	=	=
Catawba	083677138	\$32,836	\$764,248	Northampton	097594477	=	=
Chatham	131356607	=	=	Onslow	172663270	=	=
Cherokee	130705072	\$4,559	\$141,575	Orange	139209659	=	=
Clay	145058231	\$110	\$56,738	Pamlico	097600456	=	=
Cleveland	879924850	\$956	\$556,742	Pender	100955413	=	=
Columbus	040040016	=	=	Person	091563718	\$12,392	\$219,500
Craven	091564294	=	=	Pitt	080889694	\$25,531	\$929,797
Cumberland	123914376	=	=	Randolph	027873132	=	=
Dare	082358631	\$5,720	\$134,222	Richmond	070621339	\$4,324	\$312,412
Davidson	077839744	\$9,527	\$692,231	Robeson	082367871	=	=
Davie	076526651	=	=	Rockingham	077847143	=	=
Duplin	095124798	=	=	Rowan	074494014	=	=
Durham	088564075	=	=	RPM	782359004	=	=
Edgecombe	093125375	=	=	Sampson	825573975	=	=
Forsyth	105316439	\$5,541	\$1,830,111	Scotland	091564146	=	=
Franklin	084168632	=	=	Stanly	131060829	\$4,087	\$294,949
Gaston	071062186	=	=	Stokes	085442705	=	=
Graham	020952383	=	=	Surry	077821858	\$4,175	\$336,617
Granville-Vance	063347626	\$35,633	\$543,899	Swain	146437553	\$1,577	\$59,195
Greene	091564591	=	=	Toe River	113345201	\$13,214	\$253,982
Guilford	071563613	=	=	Transylvania	030494215	\$2,100	\$117,336
Halifax	014305957	\$18,006	\$369,852	Union	079051637	\$16,702	\$674,656
Harnett	091565986	=	=	Wake	019625961	=	=
Haywood	070620232	=	=	Warren	030239953	=	=
Henderson	085021470	\$40,025	\$427,709	Wayne	040036170	\$5,949	\$788,445
Hertford	627320971	=	=	Wilkes	067439950	=	=
Hoke	091563643	=	=	Wilson	075585695	\$17,443	\$542,935
Hyde	832526243	\$1,177	\$22,165	Yadkin	089910624	\$4,368	\$209,298
Iredell	074504507	\$17,908	\$685,366				

Activity 403	AA	13A2 6403 GJ	13A2 6403 GK	13A2 6404 GJ	13A2 6404 GK	13A2 6405 GJ	13A2 6405 GK	13A2 6409 GJ	13A2 6409 GK	Proposed Total	New Total
Service Period		06/01-09/30	10/01-05/31	06/01-09/30	10/01-05/31	06/01-09/30	10/01-05/31	06/01-09/30	10/01-05/31		
Payment Period		07/01-10/30	11/01-06/30	07/01-10/30	11/01-06/30	07/01-10/30	11/01-06/30	07/01-10/30	11/01-06/30		
01 Alamance		0	0	0	0	0	0	0	0	0	746,262
D1 Albemarle	1	25,913	0	0	0	0	0	0	0	25,913	780,589
02 Alexander		0	0	0	0	0	0	0	0	0	136,796
04 Anson		0	0	0	0	0	0	0	0	0	146,896
D2 Appalachian	1	15,002	0	0	0	0	0	0	0	15,002	316,556
07 Beaufort	1	1,935	0	0	0	0	0	0	0	1,935	292,203
09 Bladen		0	0	0	0	0	0	0	0	0	209,088
10 Brunswick		0	0	0	0	0	0	0	0	0	486,664
11 Buncombe	1	25,223	0	0	0	0	0	0	0	25,223	830,885
12 Burke		0	0	0	0	0	0	0	0	0	462,430
13 Cabarrus		0	0	0	0	0	0	0	0	0	686,544
14 Caldwell	1	21,815	0	0	0	0	0	0	0	21,815	343,981
16 Carteret		0	0	0	0	0	0	0	0	0	258,390
17 Caswell		0	0	0	0	0	0	0	0	0	102,366
18 Catawba	1	32,836	0	0	0	0	0	0	0	32,836	764,246
19 Chatham		0	0	0	0	0	0	0	0	0	0
20 Cherokee	1	4,559	0	0	0	0	0	0	0	4,559	141,575
22 Clay	1	110	0	0	0	0	0	0	0	110	56,736
23 Cleveland	1	956	0	0	0	0	0	0	0	956	556,742
24 Columbus		0	0	0	0	0	0	0	0	0	327,690
25 Craven		0	0	0	0	0	0	0	0	0	566,854
26 Cumberland		0	0	0	0	0	0	0	0	0	2,376,792
28 Dare	1	5,720	0	0	0	0	0	0	0	5,720	134,222
29 Davidson	1	9,527	0	0	0	0	0	0	0	9,527	692,231
Davie		0	0	0	0	0	0	0	0	0	167,508
Duplin		0	0	0	0	0	0	0	0	0	413,424
32 Durham		0	0	0	0	0	0	0	0	0	0
33 Edgecombe		0	0	0	0	0	0	0	0	0	341,352
34 Forsyth	1	5,541	0	0	0	0	0	0	0	5,541	1,830,111
35 Franklin		0	0	0	0	0	0	0	0	0	228,492
36 Gaston		0	0	0	0	0	0	0	0	0	871,200
38 Graham		0	0	0	0	0	0	0	0	0	62,964
D3 Gran-Vance	1	35,633	0	0	0	0	0	0	0	35,633	543,899
40 Greene		0	0	0	0	0	0	0	0	0	142,560
41 Guilford		0	0	0	0	0	0	0	0	0	2,399,068
42 Halifax	1	18,006	0	0	0	0	0	0	0	18,006	369,852
43 Harnett		0	0	0	0	0	0	0	0	0	616,770
44 Haywood		0	0	0	0	0	0	0	0	0	263,736
45 Henderson	1	40,025	0	0	0	0	0	0	0	40,025	427,709
46 Hartford		0	0	0	0	0	0	0	0	0	0
47 Hoke		0	0	0	0	0	0	0	0	0	349,272
48 Hyde	1	1,177	0	0	0	0	0	0	0	1,177	22,165
49 Iredell	1	17,908	0	0	0	0	0	0	0	17,908	685,366
50 Jackson	1	5,406	0	0	0	0	0	0	0	5,406	174,102
51 Johnston	1	15,617	0	0	0	0	0	0	0	15,617	760,889
52 Jones	1	1,072	0	0	0	0	0	0	0	1,072	46,216
53 Lee	1	2,234	0	0	0	0	0	0	0	2,234	382,790
54 Lenoir		0	0	0	0	0	0	0	0	0	330,858
55 Lincoln	1	2,000	0	0	0	0	0	0	0	2,000	333,848
56 Macon	1	15,187	0	0	0	0	0	0	0	15,187	216,167
57 Madison	1	8,819	0	0	0	0	0	0	0	8,819	100,886
M-T-W	1	4,919	0	0	0	0	0	0	0	4,919	244,103
58 Mecklenburg	1	13,440	0	0	0	0	0	0	0	13,440	4,165,896
59 Montgomery	1	10,740	0	0	0	0	0	0	0	10,740	192,702
60 Moore		0	0	0	0	0	0	0	0	0	345,114
64 Nash		0	0	0	0	0	0	0	0	0	583,506

66 New Hanover		0	0	0	0	0	0	0	0	0	0	623,106
68 Northampton		0	0	0	0	0	0	0	0	0	0	116,028
67 Onslow		0	0	0	0	0	0	0	0	0	0	1,401,840
68 Orange		0	0	0	0	0	0	0	0	0	0	0
69 Pamlico		0	0	0	0	0	0	0	0	0	0	56,232
71 Pender		0	0	0	0	0	0	0	0	0	0	278,982
Person	* 1	12,392	0	0	0	0	0	0	0	0	12,392	219,500
+ Pitt	* 1	25,531	0	0	0	0	0	0	0	0	25,531	929,797
76 Randolph		0	0	0	0	0	0	0	0	0	0	721,908
77 Richmond	* 1	4,324	0	0	0	0	0	0	0	0	4,324	312,412
78 Robeson		0	0	0	0	0	0	0	0	0	0	795,584
79 Rockingham		0	0	0	0	0	0	0	0	0	0	437,184
80 Rowan		0	0	0	0	0	0	0	0	0	0	534,798
D5 R-P-M		0	0	0	0	0	0	0	0	0	0	640,728
82 Sampson		0	0	0	0	0	0	0	0	0	0	380,556
83 Scotland		0	0	0	0	0	0	0	0	0	0	323,532
84 Stanly	* 1	4,087	0	0	0	0	0	0	0	0	4,087	294,948
86 Stokes		0	0	0	0	0	0	0	0	0	0	166,518
86 Surry	* 1	4,176	0	0	0	0	0	0	0	0	4,175	336,617
87 Swain	* 1	1,577	0	0	0	0	0	0	0	0	1,577	69,198
D8 Toe River	* 1	13,214	0	0	0	0	0	0	0	0	13,214	253,982
88 Transylvania	* 1	2,100	0	0	0	0	0	0	0	0	2,100	117,336
90 Union	* 1	16,702	0	0	0	0	0	0	0	0	16,702	674,856
92 Wake		0	0	0	0	0	0	0	0	0	0	3,049,794
93 Warren		0	0	0	0	0	0	0	0	0	0	104,742
96 Wayne	* 1	5,949	0	0	0	0	0	0	0	0	5,949	788,446
97 Wilkes		0	0	0	0	0	0	0	0	0	0	329,274
98 Wilson	* 1	17,443	0	0	0	0	0	0	0	0	17,443	542,936
99 Yadkin	* 1	4,368	0	0	0	0	0	0	0	0	4,368	209,296
Totals		453,182	0	0	0	0	0	0	0	0	453,182	43,749,842

Sign and Date - DPH Program Administrator <i>[Signature]</i> 6-25-18	Sign and Date - DPH Section Chief <i>Kendra Kocha for Kelly Kimple</i> 6/25/18
Sign and Date - DPH Contracts Office <i>[Signature]</i> 6-25-18	Sign and Date - DPH Budget Officer <i>Samela Gall</i> 6/26/18

*6/26/18*

## Attachment B-1

**Original**

**FFY allocation (Oct.-May)**[illegible]

This form may be reproduced and used to submit budget revisions. When submitting budget revisions, show the amount of funds being increased/decreased in the amount column for the respective activity (ex. +1000 or -1000). Line through the total amount and put a zero. Indicate the Revision #. Budget revisions are due in the program office by May 1st for close-out of the state fiscal year and September 1st for close-out of the federal fiscal year. This form should be mailed to the WIC Operations Manager, 1914 Mail Service Center, Raleigh, NC 27699-1914.

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

CLEVELAND COUNTY  
PUBLIC HEALTH CENTER

**MEMORANDUM**

TO: Cleveland County Board of Health

FROM: Dorothea Wyant, Health Director

DATE: August 14, 2018

SUBJECT: Budget Amendments

**ITEM NUMBER ONE**

*Fed*

The North Carolina Department of Health and Human Services, Nutrition Services Branch, has approved a special time-limited fund to Cleveland County WIC for \$956 to be used for equipment, services, or staff training. We request permission to budget this amount in the WIC Department, Client Services, (540) for two new LaserJet printers.

**ITEM NUMBER TWO**

*St*

The North Carolina Office of Rural Health, Central Management and Support, has approved \$112,000 for the Cleveland County Public Health Center for 2018-2019 FY. We request permission to budget the funds as follows; \$15,000 to Alliance for Health for travel and equipment, \$70,000 to Maternity (Dept 538), and \$13,500 each to Family Planning (Dept 539) and Child Health (Dept 537) to be used for prenatal care.

*530-700-700 Add for Alliance*

**ITEM NUMBER THREE**

*Other Medicaid*

Community Care of North Carolina, Inc. has received a grant from the Agency for Healthcare Research and Quality, via Duke University, entitled Disseminating NIH Evidence Based Sickle Cell Recommendations in North Carolina Program in the amount of \$1,800. We request permission to budget the funds into Community Care of North Carolina (Carolina Access, Dept 546) to be used for salaries/fringe.

*012-546-5421-00*

**ITEM NUMBER FOUR**

*Other Medicaid*

Community Care of North Carolina, Inc. (Carolina Access) has been allocated \$25,000 to support the Practice Transformation Network (PTN) Physician Champion. The Physician Champion is responsible for education and recruitment of practices, collaboration with PTN Coaches to develop innovative strategies and spread changes within the network/practices. We request permission to budget \$25,000 in the Carolina Access Department (546) for this purpose.

*012-546-4-310-54*

We appreciate your consideration of these matters.

*012-546-5-490-54*

*Contract proposal (490) Servs.*

DW/tcb

# COUNTY OF CLEVELAND, NORTH CAROLINA

## AGENDA ITEM SUMMARY

---

**Health Dept Budget Amendment (BNA#009)**

---

**Department:** Health Department

**Agenda Title:** Budget Amendment (BNA#009)

**Agenda Summary:**

**Proposed Action:**

---

### ATTACHMENTS:

File Name	Description
<input type="checkbox"/> BNA#009.pdf	BNA#009

## BUDGET NEW - ORDINANCE AMENDMENT

BNA # 009SUBMITTED TO BOARD OF COUNTY COMMISSIONERS  
FOR CONSIDERATION AT MEETING TO BE HELD ON:September 4, 2018

SIGNATURES:

FROM: BUDGET OFFICER

THRU: FINANCE OFFICE

FOR DEPT: 012-540 WICDATE: 8/14/2018

Finance Director

Department Manager

Account Number	Department	Account Name	Increase	Decrease
012-538-4-350-00	Maternity	State Grants	\$ 70,000.00	
012-538-5-121-00	Maternity	Salaries	\$ 70,000.00	
012-539-4-350-00	Family Planning	State Grants	\$ 13,500.00	
012-539-5-121-00	Family Planning	Salaries	\$ 13,500.00	
012-537-4-350-00	Child Health	State Grants	\$ 13,500.00	
012-537-5-121-00	Child Health	Salaries	\$ 13,500.00	
012-538-4-350-00	Maternity	State Grants	\$ 15,000.00	
012-538-5-490-00	Maternity	Professional services	\$ 15,000.00	

Explanation of Revisions:

To record grant received from NC Office of Rural Health, Central Management & Support to be distributed to Alliance for Health for travel and equipment and Maternity, Family Planning, and Child Health for prenatal care existing salaries.

THE ABOVE AMENDMENT HAS BEEN APPROVED AND RECORDED IN THE MINUTES OF THE COUNTY COMMISSIONERS' MEETING ON \_\_\_\_\_

(Date)

Phyllis Nowlen, Clerk to the Board

RETURN TO FINANCE OFFICE and Forward copy via email to [Tonya.Sigmon@clevelandcounty.com](mailto:Tonya.Sigmon@clevelandcounty.com)cc: Personnel  
cc: PurchasingBatch # \_\_\_\_\_  
Date: \_\_\_\_\_  
By: \_\_\_\_\_

*emailed Shane 6/20/18*

Contract Number 00037572 / Page 1 of 16

## GENERAL CONTRACT COVER

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

### 1. Contract Documents:

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

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

### Incorporated By Reference

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

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

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

### 2. Precedence Among Contract Documents:

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

### 3. Effective Period:

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

### 4. Contractor's Duties:

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

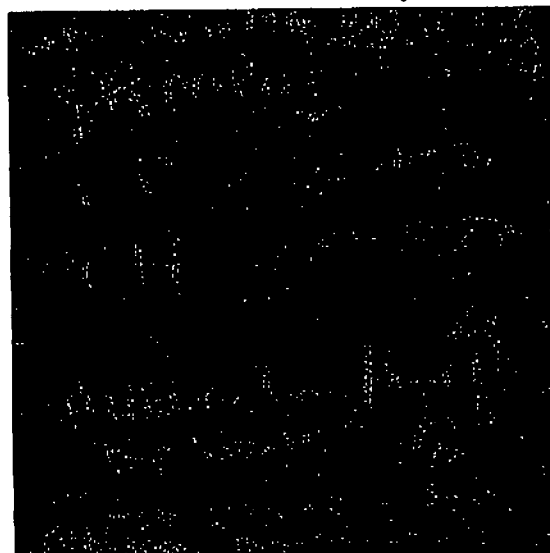
### 5. Division's Duties:

The Division shall pay the Contractor in the manner and in the amounts specified in the contract documents. The total amount paid by the Division to the Contractor under this contract shall not exceed \$112,000. This amount consists of \$112,000 in State funds, \$0 in Local funds, \$0 in Other funds and \$0 in Federal funds.

The total contract amount is \$112,000.



6. **Conflict of Interest Policy:**  
The division has determined that this contract is not subject to N.C.G.S. 143C-6-22 & 23.
7. **Reversion of Unexpended Funds:**  
Any unexpended grant funds shall revert to the Division upon termination of this contract.
8. **Grants:**  
The Contractor/Grantee has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Contractor/Grantee to comply with the standards set forth in this contract.
9. **Reporting Requirements:**  
The Division has determined that this is a contract for financial assistance with a Public Entity. Local governmental agencies are subject to N.C.G.S. § 159-34, annual independent audit, rules and regulations, OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and N.C.G.S. § 143C-6-22, use of state funds by non state entities. If subgranting is allowable, a nongovernmental subgrantee is subject to the reporting requirements described on the Notice of Certain Reporting and Audit Requirements. Regulations and Reporting Requirements of N.C. General Statute 143C-6.23 can be found at [ncgrants.gov](http://ncgrants.gov).
10. **Payment Provisions:**  
Upon execution of this contract, the Contractor shall submit to the Division contract administrator, a monthly reimbursement request for services rendered the previous month by the 10th of each month and, upon approval by the Division, receive payment within 30 days. The Division must make all payments to the Contractor by June 30. Therefore, the Contractor shall submit any adjusted reimbursement request for services, the final request for reimbursement and return any unearned funds, relating to this contract period, to the Division no later than June 10 of the current state fiscal year. The Division shall have no obligation for payment of reimbursement request received later than June 10. If this contract is terminated prior to the original end date, the Contractor is required to submit a final reimbursement report and to return any unearned funds to the Division within 30 days of the contract termination date or no later than June 10. All payments are contingent upon fund availability.
11. **Contract Administrators:**  
All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's contract administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial contract administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its contract administrator by giving timely written notice to the other Party.



For the Division:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Ginny Ingram Central Management and Support - Office of Rural Health 2009 Mail Service Center Raleigh, NC 27699  Telephone : (919)-527-8440 Fax: ()- Email: ginny.ingram@dhhs.nc.gov	Ginny Ingram Central Management and Support - Office of Rural Health 311 Ashe Avenue Raleigh, NC 27699

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Alisa Leonard, Director of Nursing Cleveland County Health Department 200 South Post Road Shelby, NC 28152  Telephone: (980)-484-5255 Fax: ()- Email: alisa.leonard@clevelandcounty.com	Alisa Leonard, Director of Nursing Cleveland County Health Department 200 South Post Road Shelby, NC 28152

**12. Supplementation of Expenditure of Public Funds:**

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

**13. Disbursements:**

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

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

**14. Outsourcing to Other Countries:**

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

**15. Other Requirements:**

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

**16. Signature Warranty:**

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

Signatures follow on next page

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

Cleveland County Health Department

*Dorothea Wyant*  
Signature

Dorothea Wyant  
Printed Name

6/19/18  
Date

Health Director  
Title

WITNESS

*Deborah Dyer*  
Signature

Deborah Dyer  
Printed Name

6/19/18  
Date

Administrative Assistant  
Title

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

\_\_\_\_\_  
Signature

Margaret L. Sauer  
Printed Name

\_\_\_\_\_  
Date

Director  
Title

# GENERAL TERMS AND CONDITIONS

performance of this contract to the extent permitted by law.

## Default and Termination

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

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

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

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

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

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

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

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

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

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

## Indemnity and Insurance

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

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

#### **Intellectual Property Rights**

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

#### **Compliance with Applicable Laws**

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

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

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

#### **Confidentiality**

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

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

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

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

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

#### **Oversight**

**Access to Persons and Records:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-84.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

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

### Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

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

**Scope of Work  
Community Health Grant**

**A. Background**

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

The Contractor is a Health Department that serves the patient population in Cleveland County through a single clinic site, offering maternal health, family planning and dental services. This grant award supports the Contractor's efforts to help residents access primary health care services they could otherwise not afford. Patient visits are reimbursable through PCAP for medically necessary, on-site, face-to-face provider encounters at \$100 per visit.

**B. Purpose**

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

**C. Performance Requirements**

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

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

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



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

#### D. Performance Standards

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

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

**Body Mass Index Screening and Follow-Up**  
Patients (*who meet the population above*) with a documented BMI (not just height and weight) during their most recent visit or during the previous six months of the most recent visit, AND meet one of the following criteria:

- when the BMI is outside of normal parameters, a follow-up plan is documented during the visit or during the previous six months of the current visit  
OR the documented BMI is within normal parameters

**Tobacco Use and Screening**

All patients aged 18 years and older seen for at least two visits or at least one preventive visit during the contract period

Patients (*who meet the population above*) who were screened for tobacco at least once in the last two years AND also meet one of the following criteria:

- patient was screened for tobacco use, was identified as a tobacco user and received documented tobacco cessation intervention OR
- patient was screened for tobacco and was not a tobacco user

**E. Performance Monitoring/Quality Assurance Plan**

1. The Division will monitor the contract per the following plan:

- a. Quarterly performance reporting: The Contractor will submit quarterly performance reports to the Division in the manner described in Section D. The Division will review these reports to measure the Contractor's progress towards meeting the performance targets and objectives listed in the contract package. Failure to submit reports will result in a corrective action plan, up to and including suspension of funding.
- b. On-site reviews and/or desk reviews: The Division will conduct on-site reviews, interview Contractor staff regarding program goals and accomplishments, and review key performance and financial documentation to ensure compliance with the contract terms
- c. Other periodic contact with Contractor, consulting and referring sites/providers: The Division will schedule meetings, teleconferences, and other periodic contact with all stakeholders to facilitate participation, review progress, and discuss any questions that may arise

2. If the Division determines that the Contractor's contract performance is out of compliance, the Division will work with the Contractor to correct any deficiencies. If performance issues are not resolved within thirty (30) days of an identified deficiency, a corrective action plan will be developed and implemented within the ensuing thirty (30) days. The Contractor's failure to resolve deficiencies within the timeframe prescribed in the corrective action plan may result in the Division's suspension of funding or in other alternative management decisions.

**F. Reimbursement**

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

**PERFORMANCE MEASURES CHART**

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

<b>Measure Type</b>	Output	<b>Reporting Frequency</b>	Annual
<b>Measure</b>	Number of unduplicated patients served		

<b>Budget Year</b>	1	<b>Trend</b>	Increase
<b>Baseline Value</b>	636		
<b>Target Value</b>	700		
<b>Data Source</b>	Contractor's Electronic Health Record system		
<b>Collection Process and Calculation</b>	Contractor will generate reports from Electronic Health Records		
<b>Collection Frequency</b>	Quarterly		

<b>Measure Type</b>	Output	<b>Reporting Frequency</b>	Annual
<b>Measure</b>	Number of face-to-face Primary Care Access encounters		

<b>Budget Year</b>	1	<b>Trend</b>	Increase
<b>Baseline Value</b>	0		
<b>Target Value</b>	1,120		
<b>Data Source</b>	Contractor's Electronic Health Record system		
<b>Collection Process and Calculation</b>	Contractor will generate reports from Electronic Health Records		

<b>Collection Frequency</b>	Quarterly
-----------------------------	-----------

<b>Measure Type</b>	Quality	<b>Reporting Frequency</b>	Annual
<b>Measure</b>	Percentage of prenatal care patients who entered prenatal care during their first trimester		

<b>Budget Year</b>	1	<b>Trend</b>	Increase
<b>Baseline Value</b>	50%		
<b>Target Value</b>	60%		
<b>Data Source</b>	Contractor's Electronic Health Record system		
<b>Collection Process and Calculation</b>	Contractor will generate reports from Electronic Health Records		
<b>Collection Frequency</b>	Quarterly		

## LINE ITEM BUDGET

This begins the line item budget for year 1

Budget Detail Year 1			
Category	Item	Narrative	Amount
Salary/Wages			\$0.00
Fringe Benefits			\$0.00
Other			\$0.00
Repair and Maintenance			\$0.00
Staff Development			\$0.00
Dues and Subscriptions			\$0.00
Operational Other	Service Payments	Monthly reimbursement based on documented encounters at \$100 each (1120 encounters)	\$112,000.00
Subcontracts and Grants			\$0.00
Match			\$0.00

Line Item Budget Detail (08/11)



## State Certifications

## Contractor Certifications Required by North Carolina Law

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

- Article 2 of Chapter 64: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter\\_64/Article\\_2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf)
- G.S. 133-32: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter\\_133/GS\\_133-32.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_133/GS_133-32.pdf)
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <http://www.ohioelections.com/ncgov/elections/Laws/EO24.pdf>
- G.S. 105-164.8(b): [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_105/GS\\_105-164.8.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf)
- G.S. 143-48.5: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-48.5.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-48.5.html)
- G.S. 143-59.1: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.1.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf)
- G.S. 143-59.2: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf)
- G.S. 143-133.3: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-133.3.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-133.3.html)
- G.S. 143B-139.6C: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143B/GS\\_143B-139.6C.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf)

## Certifications

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

Contractor's Name: Cleveland County Health Department

Contractor's

Authorized Agent:

Signature

Dorothea Wyant

Date

10/31/17

Printed Name

Dorothea Wyant

Title

Health Director

Witness:

Signature

Chris Breese

Date

10/31/17

Printed Name

Chris Breese

Title

Pharmacy Manager

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



## MEMORANDUM OF AGREEMENT

Alliance for Health in Cleveland County, Inc.  
And  
Cleveland County Health Department

The Alliance for Health in Cleveland County, Inc. agrees to serve as the administrator for assuring evidence-based medical care to women and children at the Cleveland County Health Department as outlined in the Rural Health Community Health Grant issued by the Office of Rural Health, Division of Public Health, NC Department of Health and Human Services.

Under this Memorandum of Agreement, the Alliance for Health agrees to:

- 1) Utilize the funds received solely for the purpose of planning and providing capacity-building activities to improve access to prenatal care, improve birth outcomes and improve the overall health status of women of childbearing age as well as children in Cleveland County, North Carolina.
- 2) Complete the scope of work and deliverables outlined in the Rural Health Grant awarded to the Cleveland County Health Department (copy attached).
- 3) Support educational training opportunities and related travel to providers to ensure evidence-based medical care is provided to women and children at the Cleveland County Health Department.
- 4) Support the purchase of equipment required to complete the scope of work and deliverables identified in the grant.

For these services, the total value of this Memorandum of Agreement is \$15,000.00; the contract period shall be for July 1, 2018 – June 30, 2019. Invoices will be submitted with supporting documentation on a regular basis for reimbursement.

This Memorandum of Agreement is valid for the contract period specific above. Either party, upon thirty (30) days written notice, may terminate this agreement.

---

Alliance for Health in Cleveland County, Inc.

---

Date

---

Cleveland County Health Department

---

Date



**CLEVELAND COUNTY**  
**PUBLIC HEALTH CENTER**

**MEMORANDUM**

TO: Cleveland County Board of Health

FROM: Dorothea Wyant, Health Director

DATE: August 14, 2018

SUBJECT: Budget Amendments

**ITEM NUMBER ONE**

*Fed*

The North Carolina Department of Health and Human Services, Nutrition Services Branch, has approved a special time-limited fund to Cleveland County WIC for \$956 to be used for equipment, services, or staff training. We request permission to budget this amount in the WIC Department, Client Services, (540) for two new LaserJet printers.

**ITEM NUMBER TWO**

*St*

The North Carolina Office of Rural Health, Central Management and Support, has approved \$112,000 for the Cleveland County Public Health Center for 2018-2019 FY. We request permission to budget the funds as follows; \$15,000 to Alliance for Health for travel and equipment, \$70,000 to Maternity (Dept 538), and \$13,500 each to Family Planning (Dept 539) and Child Health (Dept 537) to be used for prenatal care.

*530-700 700 Mat for Alliance*

**ITEM NUMBER THREE**

*Other Medicaid*

Community Care of North Carolina, Inc. has received a grant from the Agency for Healthcare Research and Quality, via Duke University, entitled Disseminating NIH Evidence Based Sickle Cell Recommendations in North Carolina Program in the amount of \$1,800. We request permission to budget the funds into Community Care of North Carolina (Carolina Access, Dept 546) to be used for salaries/fringe.

*012-546-5421-00*

**ITEM NUMBER FOUR**

*Other Medicaid*

Community Care of North Carolina, Inc. (Carolina Access) has been allocated \$25,000 to support the Practice Transformation Network (PTN) Physician Champion. The Physician Champion is responsible for education and recruitment of practices, collaboration with PTN Coaches to develop innovative strategies and spread changes within the network/practices. We request permission to budget \$25,000 in the Carolina Access Department (546) for this purpose.

*012-546-4-310-54*

We appreciate your consideration of these matters.

*012546-5-490.54*

*Contd professional (490) Servs.*

DW/tcb

# COUNTY OF CLEVELAND, NORTH CAROLINA

## AGENDA ITEM SUMMARY

---

### Service Weapon Removal for Lt. Ledbetter

---

**Department:** Sheriff's Office

**Agenda Title:** Removal of service weapon for retired Lieutenant Laroy Shane Ledbetter

**Agenda Summary:**

**Proposed Action:**

---

#### ATTACHMENTS:

File Name	Description
<input type="checkbox"/> Lt_Ledbetter_Weapon_Request.pdf	Lt. Ledbetter Weapon Request

# Office of the Sheriff

SHERIFF  
ALAN NORMAN



P.O. BOX 1508  
SHELBY, N.C. 28151-1508  
704-484-4888  
FAX 704-484-4856

## MEMORANDUM:

TO: Brian Epley, County Manager, and  
Cleveland County Board of Commissioners

FROM: Alan Norman, Sheriff of Cleveland County

DATE: August 20, 2018

SUBJECT: Request to Remove Service Weapon from County Inventory  
And Issue to Retiring Lieutenant Laroy Shane Ledbetter

The Cleveland County Sheriff's Office would like to present retiring Lieutenant Shane Ledbetter his departmental service weapon. Lieutenant Ledbetter will retire September 1, 2018, after 26 years of full time law enforcement service with the Cleveland County Sheriff's Office. As a token of appreciation for his service to the Cleveland County Sheriff's Office and the citizens of Cleveland County, we are requesting that his service weapon be removed from county inventory and issued to him.

Lieutenant Ledbetter's service weapon that we request to be removed from county inventory is a *Glock 9mm, Model 17 with serial number **BDKT-830***. The county asset number is #201216.

Thank you for your assistance with this matter. Should you have questions, please call me at (704) 484-4817.

AN/lp

# COUNTY OF CLEVELAND, NORTH CAROLINA

## AGENDA ITEM SUMMARY

---

### Service Weapon Removal for Lt, Fredell

---

**Department:** Sheriffs Office

**Agenda Title:** Removal of service weapon for retired Lieutenant William Fredell

**Agenda Summary:**

**Proposed Action:**

---

#### ATTACHMENTS:

File Name	Description
<input type="checkbox"/> Lt_Fredell_Weapon_Request.pdf	Lt. Fredell Weapon Request

# Office of the Sheriff

SHERIFF  
ALAN NORMAN



P.O. BOX 1508  
SHELBY, N.C. 28151-1508  
704-484-4888  
FAX 704-484-4856

## MEMORANDUM:

TO: Brian Epley, County Manager, and  
Cleveland County Board of Commissioners

FROM: Alan Norman, Sheriff of Cleveland County

DATE: August 20, 2018

SUBJECT: Request to Remove Service Weapon from County Inventory  
And Issue to Retiring Lieutenant William Fredell

The Cleveland County Sheriff's Office would like to present retiring Lieutenant William Fredell his departmental service weapon. Lieutenant Fredell will retire October 1, 2018, after 23 years of full time law enforcement service with the Cleveland County Sheriff's Office. As a token of appreciation for his service to the Cleveland County Sheriff's Office and the citizens of Cleveland County, we are requesting that his service weapon be removed from county inventory and issued to him.

Lieutenant Fredell's service weapon that we request to be removed from county inventory is a *Glock 9mm, Model 17 with serial number **BDKT-771***. The county asset number is #201191.

Thank you for your assistance with this matter. Should you have questions, please call me at (704) 484-4817.

AN/lp

# COUNTY OF CLEVELAND, NORTH CAROLINA

## AGENDA ITEM SUMMARY

---

### Service Weapon Removal for Lt. Curry

---

**Department:** Sheriffs Office

**Agenda Title:** Removal of service weapon for retired Lieutenant Tracy Curry

**Agenda Summary:**

**Proposed Action:**

---

#### ATTACHMENTS:

File Name	Description
<input type="checkbox"/> Lt_Curry_Weapon_Request.pdf	Lt. Curry Weapon Request

# Office of the Sheriff

SHERIFF  
ALAN NORMAN



P.O. BOX 1508  
SHELBY, N.C. 28151-1508  
704-484-4888  
FAX 704-484-4856

## MEMORANDUM:

TO: Brian Epley, County Manager, and  
Cleveland County Board of Commissioners

FROM: Alan Norman, Sheriff of Cleveland County

DATE: August 20, 2018

SUBJECT: Request to Remove Service Weapon from County Inventory  
And Issue to Retiring Lieutenant Tracy O. Curry

The Cleveland County Sheriff's Office would like to present retiring Lieutenant Tracy Curry his departmental service weapon. Lieutenant Curry will retire October 1, 2018, after 12 years of full time law enforcement service with the Cleveland County Sheriff's Office. As a token of appreciation for his service to the Cleveland County Sheriff's Office and the citizens of Cleveland County, we are requesting that his service weapon be removed from county inventory and issued to him.

Lieutenant Curry's service weapon that we request to be removed from county inventory is a *Glock 9mm, Model 17 with serial number **BDKT-905***. The county asset number is #201180.

Thank you for your assistance with this matter. Should you have questions, please call me at (704) 484-4817.

AN/lp

# COUNTY OF CLEVELAND, NORTH CAROLINA

## AGENDA ITEM SUMMARY

---

### Health Department Revenue Policy Update

---

**Department:** Health Department

**Agenda Title:** Revenue Policy Update

**Agenda Summary:**

**Proposed Action:**

---

#### ATTACHMENTS:

File Name		Description
<input type="checkbox"/>	9.4.18_Staff_Report_-_Financial_Policy_-_Health_Department.docx	Financial Policy Revision Staff Report
<input type="checkbox"/>	Financial_Policy_-_Health_Department.pdf	Policy



To: Cleveland County Commissioners  
Date: August 27, 2018  
Via: Brian Epley, County Manager  
From: Shane Fox, CFO  
Subject: Health Department Financial Policy Revision

**Summary Statement:** Staff is submitting a recommendation to the Cleveland County Board of Commissioners to approve the Health Departments Financial Policy with revisions dated July 1, 2018. After conducting an extensive review and on-site monitoring the Health Department's third-party independent consultant has recommended several changes to be made to the Health Department's Financial Policy. Changes included several Medicaid and Medicare compliance updates made at the federal level. These include Medicaid changes to County Special Family Planning prescription drugs along with overall Medicaid changes to reimbursement rates. The Cleveland County Health Board has reviewed and approved these policy changes, please see attached policy with signatures.

**Pros:** A revised Financial Policy aligns our Health Department with current standards and guidelines for both Medicare and Medicaid compliance.

**Cons:** None

**Attachment:**  
Health Department Financial Policy

<b>CLEVELAND COUNTY DEPARTMENT OF PUBLIC HEALTH</b>		<b>GUIDELINE/ PROCEDURE: Financial Eligibility/Fee Collection Policy</b>	<b>MANUAL: Board of Health  SUBJECT: Financial Eligibility/Fee Collection Policy</b>		
<b>NAME OF GUIDELINE</b>  CCHD Financial Eligibility/ Fee Collection Policy	<b>APPROVED BY:</b> Health Director, Cleveland County Boards of Health and County Com’s.	<b>EFFECTIVE DATE:</b> 2/1/99	<b>VERSION:</b> FINAL	<b>PAGE</b> 1 OF 13	
	<b>PREPARED BY:</b> Alisa Leonard Tracy Barrett	<b>DATE LAST REVISED:</b> 7/1/18	<b>DATE LAST REVIEWED:</b> 7/1/18		

## 1.0 Policy:

Fees for Health Department services are authorized under NC General Statutes 130A-39 provided: (1) they are in accordance with a plan (Medicaid rate plus 25% unless cost is more than Medicaid rate, then cost plus 25%) recommended by the Health Director and approved by the Boards of Health and County Commissioners, and (2) unless they are not otherwise prohibited by law.

Public health services are increasingly expensive to provide. The Health Department serves the public interest best by assuring that all legally mandated public health services are made available and by providing as many recommended and requested public health services as possible for those citizens with greatest need. In the past, the concept of public health services has been that they are free to all. However, economic conditions have made it necessary for public health agencies to try to recoup some of the cost of services whether it is from the patient or another third-party payer. Fees have become necessary to support the provision of services and maximize Health Department revenues. The entire population benefits from the availability of subsidized public health services; therefore, fees are considered appropriate.

Fees charged to an individual for Health Department program services will be charged at an established rate that has been approved by the Health Director, Board of Health and the Board of County Commissioners. Individuals may qualify for a sliding fee scale discount based upon income. Services will not be denied based solely on the inability to pay. All staff members involved in collection of fees for service shall consistently follow the established guidelines for fee collection through the statements addressed in this document and shall hold all client information confidential.

The Cleveland County Health Department provides services without regard to religion, race, national origin, creed, gender, parity, marital status, age or contraceptive preference.

## 2.0 Programs Affected:

All clinical services should follow these guidelines.

## 3.0 Definitions:

None

#### 4.0 Procedure:

##### PROGRAM GUIDELINES

Specific program guidelines should always be used to determine residency, income requirements, sliding fee scale discounts, patient charges and other program eligibility requirements. Health department staff should always be alert regarding changes in program guidelines.

##### FINANCIAL ELIGIBILITY

The financial eligibility determination process is designed to assess a patient's ability to pay for services rendered by the Cleveland County Health Department. By having a written policy, screening procedures are consistent and standardized for all interviewers. Eligibility for services is determined by residency, family size and income information. Financial eligibility must be determined prior to or at the time the patient receives new services and should be updated annually or when there is a change.

##### Definition of Family/Economic Unit

There are two different methods to determine a family unit: Purchase of Care and Economic Unit.

The Purchase of Care method must be used in the Breast and Cervical Cancer Control Program. Purchase of Care defines the family unit as one or more of the following criteria:

- a) Related to the patient by blood, marriage or adoption
- b) Live in the same household with the patient
- c) Share a common source of income.

The Cleveland County Health Department uses the Economic Unit to define a family. A family is defined as a group of related or non-related individuals who are living together as one economic unit. Individuals are considered members of a single family or economic unit when their production of income and consumption of goods are related. Also, groups of individuals living in the same house with other individuals may be considered a separate Economic Unit. (Example: Some patients live in a setting with a number of family members, sometimes distantly related that make up the household. If they share daily expenses such as food, rent, utilities, etc, they constitute one Economic Unit. If the patient indicates that they share the expenses, and if confidentiality is not a factor, then the members of the Economic Unit would be considered as family members.)

Financially dependent relatives under the age of 19 with no income who live in the patient's household may also be counted as family members. Persons living in the household 18 years and older that are self-supporting should be considered as a family of one.

Teens and others seeking "confidential" services, regardless of age and depending on the reason for the confidential visit (i.e., parents are not aware of visit, domestic violence, etc.), should be considered as a family unit of one and income determined on the basis of the patient's resources alone.

A pregnant woman is counted as two in determining a family size unless it is in conflict with the clients cultural, religious, and/or beliefs. Pregnant women expecting twins can be counted as three.

A foster child assigned by the Department of Social Services is a family of one with income considered to be paid to the foster parent for support of the child.

#### Definition of a New Patient

A new patient is a patient who has not received any professional services from a physician/qualified health care professional in the Health Department within the past 3 years for a billable visit that includes some level of evaluation and management service coded as a preventive service using 99381-99387 or 99391-99397, or an evaluation and management service using 99201-99205 and 99211-99215. If the patient's only visit to the Health Department is WIC or immunizations without one of the above codes, it does not affect the designation of the client as a new client – the client can still be NEW.

Identification Requirements - Also see HIPAA Policy/Procedure for Verification of Identification, Merging Records and Name Changes

Each patient should establish identity by providing a form of identification such as a Birth certificate, social security card, driver's license, military identification, passport, visa, green card, etc.

#### Residency Requirements

Residency requirements may vary according to the type of service provided and the program criteria. In determining residency, the interviewer should consider where the patient, or parent of a minor patient, resides at the time of service and where they intend to make their permanent home.

##### Program Residency Criteria:

General Clinic, Immunizations, Sexually Transmitted Diseases, Tuberculosis, Pharmacy, Family Planning, Communicable Disease, Breast and Cervical Cancer Control Program (BCCCP), HIV/AIDS: No residency requirement.

Eye Clinic, Diabetic Clinic, Glaucoma/Diabetic Screening, Care Coordination for Children, Pregnancy Care Management, Postpartum & Newborn Home Visits: must be Cleveland County resident.

Maternal Health Clinic, Dental Clinic, Child Health Clinic, Women, Infants and Children's Program: must be resident of North Carolina.

#### Documentation of Income

Patients will be asked to provide documentation of income. WIC and BCCCP patients will be required, per program guidelines, to provide documentation of income prior to receiving services. Eye Clinic and Glaucoma/Diabetic Screening patients will also be required to provide documentation of income to establish eligibility for services. No

other patients will be refused services when presenting for care based on lack of documentation; however, if documentation is not provided, the patient should be informed (Declaration of Income-Attachment 1) at the time of service delivery that they are responsible for the full amount of the fees for services rendered. The patient will be allowed to provide documentation within five business days in order to base the previous 100% charge to a sliding fee. If no documentation is produced, then the charge stands at 100% for that visit. Family Planning patients who choose not to provide documentation of income must sign a release stating that they are choosing not to participate and agree that they will be charged the full fee for services if information is not provided within five business days. Once income is documented, it may be used for multiple programs.

Acceptable forms of income documentation are:

- a) Paycheck stub
- b) W-2 form, copy of complete tax return and attachments from the most recent calendar year
- c) A written statement from the patient's employer when no other documentation is available.
- d) Bank statement

When documentation of income has been verified the interviewer should enter the information on the Household tab in the Patagonia Electronic Health Record (EHR). Previous income history can be viewed on the Sliding Fee tab in the Declaration of Income area.

Patients that say they have applied for Medicaid should also be income screened in the event that Medicaid is not approved. They should be informed at the time of the visit what charges they will be responsible for if Medicaid is not approved. If their Medicaid application is approved and is retroactive to the date of service, charges will be changed from private pay and Medicaid will be billed

Documentation of income will not be required for mandated services such as Sexually Transmitted Diseases, Tuberculosis, Communicable Diseases and state supplied Immunizations since no charge will be assessed to the patient for these services, or for School Based Health center services since they are covered under a contract with the school system.

The Employment Security Commission database may be used to verify income of applicants.

#### Determination of Gross Income

Gross income is the total of all cash income before deductions for income taxes, employee's social security taxes, insurance premiums, bonds, etc. For self-employed applicants (both farm and non-farm) this means net income after business expenses. In general, gross income includes:

- a) Salaries and wages including overtime pay, commissions, fees and tips
- b) Earnings from self-employment
- c) Public Assistance money
- d) Unemployment compensation

- e) Alimony Work First and child support (cannot be counted for Family Planning patients) payments received
- f) Military allotments including re-enlistment and jump pay
- g) All Social Security benefits
- h) Veteran's Administration benefits
- i) Supplemental Security Income (SSI benefits)
- j) Retirement and pension payments
- k) Worker's compensation
- l) Regular contributions from individuals not living in the household
- m) Income tax refunds
- n) Allowances paid to the patient for basic living expenses such as housing and utilities
- o) All other sources of cash income except those specifically excluded
- p) Educational stipends in excess of the cost of tuition and books.
- q) Lawn maintenance and housekeeping, as a business
- r) Christmas bonuses, prize winnings

The following sources of income should be excluded from sources of income:

- a) Irregular income that children earn from babysitting, mowing lawns, etc.
- b) Inheritances
- c) WIC vouchers
- d) Food stamps
- e) Payments under the Low-Income Energy Assistance Act
- f) School lunches
- g) Rent or fuel received in lieu of wages
- h) Military/in-kind housing assistance
- i) Life insurance proceeds or one-time settlements. On the other hand, if a liability settlement is to be paid in regular installments, this money would be counted as income
- j) Gifts
- k) Proceeds from sale of an asset
- l) Payments received under the Jobs Training Partnership Act
- m) Payments to volunteers under T 7 (VISTA) and T II (RSVP, foster grandparents and others) of the Domestic Volunteer Service Act of 1973.

### Zero Income

If the patient reports zero income or very little income, the interviewer should question the patient further and must include an explanation of how the family is meeting the financial demands of basic daily living. In most cases, a statement of zero income would only be acceptable when the applicant lives on income from sources such as food stamps, etc. A third party, such as Employment Security Commission, landlord or whoever is assisting patient with household expenses, should verify income of a patient (Attachment 2). If the stated income is found to be untrue, the patient may be responsible for charges incurred based on the applicable sliding fee scale.

Family Planning patients who report they have no income are not required to provide a statement of zero income but may be asked how they pay for living expenses. Income of persons who support the client financially may be verified.

### Verification of Income



Each patient will be required to sign a Financial Eligibility Declaration of Income Form (Attachment 1) verifying that the financial information supplied to the interviewer is true and accurate. This statement will also include an authorization giving the Cleveland County Health Department the right to verify this information and authorize payment of benefits to Cleveland County Health Department. A Financial Eligibility Declaration of Income Form should be completed at each income screening. The Financial Eligibility Form should be signed and dated by the patient and initialed by the interviewer. The Financial Eligibility Declaration of Income Form will become part of the patient record.

Note: If a patient is considered “confidential,” it will be documented in Patagonia Health record.

### Computation of Income

The family’s gross income must be used to determine eligibility of services at the time of the application for services. Gross family income, or income before deductions, is computed by adding money earned by family members during a 12-month period. Income review of the previous 12 months may be performed by the following methods:

- a) If there has been a change in employment, add the actual income earned during the previous six months and projected income for the future six months
- b) If employment has been continuous, use income from the previous 12 months. The previous 12 months period is calculated based on the date the applicant signed the income statement or the first date of program covered services, whichever is earlier.
- c) Following the initial financial eligibility determination, the patient should be asked if their financial status has changed at each subsequent visit. If no change has occurred, income should be reviewed annually or according to program guidelines.

### SLIDING FEE SCALE

The sliding fee scale is an alternate fee scale that is developed by the North Carolina Division of Public Health so that a patient’s inability to pay is not a barrier to receive services. A schedule of discounts to fees charged is required for individuals with family incomes between 101% and 200% or 250% of the Federal poverty level. The Federal poverty level used for Family Planning is 250%. Fees must be waived for individuals with family incomes below 100% of the Federal poverty level and are determined by the Local Health Director. The sliding fee scale is used for most health department fees; however, the percent of discount may vary according to program guidelines established by the North Carolina Division of Public Health.

### FEES

Fees are subsidized by grants, private donations, state and federal funds, and local contributions. The Cleveland County Health Department will determine fees based upon cost of services and are equal to or greater than the Medicaid rate. For non-mandated services, flat rate fees may be established for a service based on cost without discrimination to all patients. Fees will be approved by the Cleveland County Board of Health and Cleveland County Board of County Commissioners and giving the Local Health Director the latitude to adjust fees if changes occur in cost or in the Medicaid/Medicare rates. If necessary, in order to provide efficient continuity of care, the Health Director may approve a new fee for current CPT code/HCPSCS procedures that are ordered by clinicians. Clients will be given a receipt when fees are paid at each visit, a statement of fees assessed for services and balance owed.

### Laboratory Fees

When laboratory specimens are sent out to a reference lab for analysis, the reference lab should be given information for the purpose of billing of the third-party Medicaid and Medicare payers for analysis of the specimen. Self-pay and Commercial insurance will be billed at our negotiated rates with reference lab, and the sliding fee will be used where required. Patients should be informed at the time of the clinic visit that a specimen is being sent to an outside lab for analysis. They should also be informed that they could receive an invoice from the reference lab if their third-party payer does not cover the entire charge.

When laboratory specimens are collected and analyzed at the patient's request rather than program protocol, the patient may be assessed an additional fee for this service and as such be responsible for the full charge.

### Immunizations

Vaccines provided by the State to local health departments for administration shall be administered at no cost to the patient (NC General Statute 130A-133(b)). However, a fee for other immunizations requested, but not required, such as vaccines for foreign travel or rabies will be charged to the patient along with an administration fee to cover cost of supplies used and staff time. If a patient has any form of third-party reimbursement, the payer must be billed, unless confidentiality is a barrier. Medicaid will be billed as the payer of last resort.

Vaccines that are required for employment of Cleveland County employees will be charged to County departments based on cost of the vaccine. No administration fee will be assessed to the departments.

### Medical Record Fees – Also see Policy/Procedure to Release/Obtain Patient Information

In accordance with the NC General Statutes 90-411, a charge to cover the costs incurred for searching, handling, copying, and mailing medical records to the patient or the patient's designated representative may be administered. The maximum fee for each request shall be seventy-five cents per page for the first 25 pages, and fifty cents per page for pages 26 through 100, and twenty-five cents per page in excess of 100 pages, provided that the health care provider may impose a minimum fee of up to ten dollars. A fee shall not be imposed for request of copies of medical records made on behalf of an applicant for Social Security or Supplemental Security Income disability. The policy of the Cleveland County Health Department is not to impose a record fee for copies for continuation of care. The medical record fee may be adjusted according to a change in legislation.

### Returned Check Fee

As allowed by North Carolina General Statute 25-3-506, if a check is returned for non-sufficient funds (NSF) a \$25.00 service charge will be assessed. Notification of the returned check will be made by a personal telephone call or certified mail. The patient's original fee will be reinstated until collection is made for the returned check and NSF fee. Payment should be made by cash or money order. Once the NSF has been paid, the original check will be returned to the patient. If payment is not received in 30 days,



further follow-up will be done by the Cleveland County Finance Department. Exception: Notification of returned checks for Family Planning patients will be discussed with the patient during a clinic visit in order to avoid breach of confidentiality and conflict with guidance from the Office of Population Affairs for recipients of Title X funds.

## SOURCES OF REIMBURSEMENT

Sources of reimbursement should be reviewed with the patient at each visit. An "Authorization for Assignment of Benefits" A Declaration of Income (Attachment 1) statement should be signed and dated at the initial visit and updated and signed annually thereafter or whenever there is a change in income. If there is a change in the insurance provider or other third-party reimbursement the insurance tab should be updated in Patagonia.

### Private Pay

Patients with a household income above the 100% pay level of the sliding fee scale must be responsible for the full amount of the charges rendered.

### Insurance/Medicare

Patients with a third-party source of coverage such as Insurance or Medicare should disclose this information and give a copy of their card to the interviewer. Bills will be submitted to these sources for payment. Co-payments will be the responsibility of the patient and will not be discounted since they are part of the patient's insurance plan. If there is a balance after the insurance has paid, other than the co-payment, the patient who qualifies will be responsible for the balance after the sliding fee scale adjustment. Third parties that are authorized, or legally obligated, to pay for clients at or below 100% of the Federal Poverty Level Billed will not have any discount applied to charges.

Patients should be asked if the Health Department is in-network or out-of network with their particular insurance plan. Patients with private insurance in which we are an out-of network provider will be encouraged to use them in-network provider. All patients with private insurance should sign a Private Insurance Advance Notice Form (Attachment 3). However, if services are provided to patients in which the Health Department is out-of-network or not listed as the primary provider, the patient will be responsible for the fee based on the sliding fee scale, if applicable.

Claims for payment of services provided will be filed with insurance companies for patients that have private insurance. If the claims are denied or left pending, the Health Department will research and refile claims as appropriate. After this, if the claim is not paid/resolved, the patient will be billed for the service based on the appropriate sliding fee scale.

Patients that present with Medicare coverage should be notified that if Medicare does not cover the service, the patient will be responsible for the expense. The employee should also explain to the patient why the service may be denied for coverage. An Advanced Beneficiary Notice (ABN) should be completed and signed by the patient. A copy of the form should be given to the patient and a copy kept scanned in the medical record (Attachment # 3).

If a Family Planning patient gives consent to bill insurance, the clerk should explain that an Explanation of Benefits will be sent to the address listed with the insurance company. Patients should always sign Informed Consent form. Family Planning patients will not be charged more in copayments, deductibles or other fees than they should pay according to the sliding fee scale.

### Medicaid

~~Medicaid recipients who request services are exempt from income eligibility guidelines.~~ However, All Maternity patients shall be referred to the eligibility specialist for evaluation and documentation. Maternal Health patients that are income screened and determined to have Presumptive Eligibility for Medicaid, will have Medicaid coverage for approximately two months (depending upon when they are screened during the month). Patients should be informed that if they do not officially apply for Medicaid at the Department of Social Services, they will be responsible for charges after Presumptive Eligibility ends. However, patients are not required to apply for Medicaid.

For those patients who have both private insurance and Medicaid, the private insurance is considered to be primary. After receipt of the explanation of benefits and payment from the insurance carrier, the balance may be filed for Medicaid payment.

Medicaid eligible patients will not be responsible for charges not covered denied by Medicaid payments.

### Grants

Some grants are designed to pay for specific fees such as medical and dental fees. When patients meet the criteria of the grant, funding may be transferred from the grant revenue to cover the fee charged to the patient.

## COLLECTIONS

The policy of the Cleveland County Health Department is to comply with North Carolina governmental regulations (North Carolina Administrative Code .0205/NC General Statute 130a-124), which require that all funds collected, must be budgeted and expended to further the objectives of the program that generated the income.

### Clinic Visit

Clerical personnel will have the primary responsibility to inform patients of all charges incurred during clinic visit. Patients should be informed of the specific items that make up the charge such as office visit, lab work, supplies, etc. Clinicians may also disclose charges to patients in order to emphasize the importance of payments. Full payment will be solicited verbally and expected at the time service is rendered. Patients will be informed of their entire account status at each clinic visit or contact. At the clinic visit, statement information given to the patient will include full charges, sliding fee amounts, payments on accounts and the total balance due.

The receipt of payments that are not insurance co-payments for the current service will be posted to the oldest outstanding charge.

### Statements

Patients with an active account will be mailed a computer-generated statement on every other month basis (Attachment 5).

Statements for confidential services will not be mailed to patients who have requested no contact by mail; however, discussion of payment of outstanding debts shall occur at the time service is rendered.

### Debt Set-Off

As authorized by North Carolina General Statutes, Chapter 105A, the Cleveland County Health Department will utilize the North Carolina Government Debt Set-Off Program as an avenue to enhance collections and reduce accounts receivable. Amounts that are 90 days past due and \$50.00, or greater, will be sent a letter with their final statement. Patients will be encouraged to resolve their past due amount before the debt set-off is submitted for collection. A payment plan or contract can be negotiated based on when and how often patients receive regular income, how much they earn, and how much they owe. The contract should be discussed with the patient and a copy of the signed contract Patient Payment Agreement that shows the patient's pledge for payment should be given to him/her (see Attachment 7). Each patient should be informed that he/she is expected to make a good faith effort toward payment of these fees. If payment is not received after 120 days, the health department will enter the client information into a debt set off program through a clearinghouse to the North Carolina Department of Revenue for collection by applying the past due amount against any income tax refund, or lottery winnings, to which the patient may be entitled. Specific policies and procedures of the Debt Set-Off Program to notify patients of the debt set-off and their right of appeal (Attachment 6) will be followed. Once the debt has been sent to the Clearinghouse, Cleveland County Health Department will no longer accept payments for that debt.

### SPECIAL FAMILY PLANNING ISSUES

Since the Cleveland County Health Department receives funding from Title X, local family planning programs must address patient preferences and concerns, contain costs while assuring quality care, and assure compliance with Title X Guidelines. Medicaid reimburses the Cleveland County Health Department for 340B drugs per NC Medicaid and Health Choice state policy, which states that "providers billing for 340B drugs shall bill the cost that is reflective of their acquisition cost. Providers shall indicate that a drug was purchased under a 340B purchasing agreement by appending the "UD" modifier on the drug detail." Medicaid does not collect rebates on claims from the Cleveland County Health Department.

### Chronic Pill Abusers

Patients must take responsibility for their own birth control supplies. If a patient has been established as a chronic abuser of supplies (has had replacement pills given three times), and is a non-Medicaid client, one of the following options may be utilized:

- a) Provide the patient with foam and condoms
- b) Provide the patient with a prescription for the pills

Medicaid patients that are determined to be chronic pill abusers may not be charged for replacement pills. However, these patients may be limited to one package of pills per visit to prevent continued abuse.

#### Expensive Forms of Contraception

Local health departments must assess their resources to determine the contraception methods that they can offer. Title X requires that all projects offer a broad range of acceptable and effective medically approved family planning methods and services either on site or by referral. If resources are limited, an alternative, less expensive form of contraception may be offered. If the patient persists in her request for expensive forms of contraception that are not available, she may be given a prescription and list of providers who offer the requested method of contraception. It should be made clear that if the patient chooses to access one of these providers, she will be doing so at her own expense.

Title X funded providers must not discriminate on the basis of a patient's ability to pay. The choice of contraceptive method should be based on what is best for each individual patient taking into consideration the preferences of the patient. However, as previously mentioned, the provider may have to substitute a less expensive method due to the agency's financial situation.

Family Planning patients who are unable to pay, for good cause, for Family Planning services may have fees waived by the Nursing Director or Financial Services Director.

#### SPECIAL SCHOOL HEALTH ISSUES

According to regulations governing school health services, local health departments may bill Medicaid for Medicaid-covered services even though they may also be provided to non-Medicaid eligible children for free. However, all other third parties liable for services will be billed as required by law.

When school employees are seen for a billable service in one of the school-based health centers, their third-party insurance source should be billed. Co-payments, co-insurance and deductibles not paid by the third party, will be billed to the school staff member just as other health department clinic services are billed.

#### COMMUNITY ORGANIZATION FOR DRUG ABUSE PREVENTION (CODAP)

CODAP services for the Student Options Begin with Intervention and Recovery (SOBIR) Program is funded primarily by the United Way of Cleveland County, Inc. They encourage delivery of service regardless of ability to pay. Therefore, a sliding fee scale was developed for the SOBIR Program. Annual income and the number of residents in a household are accepted based on declaration from the parent/guardian of the student in the program (see attachments 8 & 9). Also, see SOBIR Program Policy.

#### RESTRICTION OF SERVICES

As mentioned previously in the Financial Eligibility section, patients should be screened to determine financial eligibility at the time of the initial clinic visit. During the initial visit, if full pay is not rendered, expectations of reimbursement by the patient should be discussed and the

patient should sign a contract agreeing to pay for the cost of services not covered by another source. If, on subsequent visits, the patient is found to be in breach of contract and refuses to make a good faith effort to pay even a small portion of the bill without good cause, service denials or restrictions may be applied unless restricted by State and Federal regulations. The Cleveland County Health Department's policy will be to review a patient's account when his/her account reaches \$200.00 and no payment has been made in three months. Service restrictions will be considered on a case-by-case basis. Family Planning services will not be subjected to any variation in quality of services or denied/restricted due to inability/unwillingness to pay, amount of outstanding balance, nor will they be required to meet with the health director as an attempt to collect the past due amount. Maternal Health patients who are already in the clinic may not be denied services as this would be considered abandonment.

#### BAD DEBT/WRITE-OFF POLICY

Delinquent accounts \$49.99, or smaller, will be written off at the end of each fiscal year, 12 months after the last date of Health Department service with no payments received. Anything \$50.00, or above, will be dealt with through debt-set off procedures. Bad debts, which are determined to be uncollectible for reasons such as; bankruptcy or death, will be written off upon notification that the account is uncollectible; death certificate or bankruptcy papers. Items that are not eligible for bad debt write off, i.e.; patients without social security numbers will also be written off at this time. At no time will a patient be notified that their account has been written off as a bad debt.

An itemized list of uncollectible outstanding patient balances will be prepared at the end of the fiscal year for the Chief Financial Officer's review, and upon approval, fees may be written off as a bad debt. However, patients should never be informed that a debt has been written off.

The accounts receivable system shall indicate the written off amount of the account.

#### DONATIONS

Voluntary donations from patients are permissible. However, patients will never be pressured to make donations, and donations must not be a prerequisite for the provision of services or supplies. Donations should be budgeted and expended for the purpose requested by the patient.

The receipt of a donation does not result in the waiver of the billing/charging requirements set forth above. There is no schedule of donations, bills for donations, or any other implied coercion for donations.

#### GRIEVANCE PROCEDURES

If a patient is unsatisfied with the services rendered or billing of said services, the patient should be referred to the Nursing Supervisor/Nursing Director for conflict resolution. If billing is in question, it may be necessary for them to consult with the accounting staff. The next course of action for the patient is appeal to the Health Director.

#### CONFIDENTIALITY

The confidentiality of patient information is of utmost concern to all Health Department staff. All employees are required to sign a statement assuring patient confidentiality. Employees who do not have a "need to know" or to access patient records are informed that it is not their right to




view this information and are prohibited from doing so. With the passage and implementation of the Health Insurance Portability and Accountability Act (HIPAA) of 1996 (Federal Register 45 CFR, Part 160 & 164), health care providers have addressed many issues such as electronic transactions, medical records security and patient rights. Health Department employees are expected to comply with HIPAA regulations relating to privacy and confidentiality. The Cleveland County Health Department will continue to address these issues and have implemented necessary changes to comply with the regulations effective April 14, 2003.

#### 5.0 Appendices (Attachments):


1. Declaration of Income Statement
2. Third Party Confirmation Letter
3. Private Insurance Advance Notice
4. Advanced Beneficiary Notice (ABN)
5. Monthly Statement
6. Debt Set-Off Notification
7. Patient Payment Agreement
8. SOBIR Agreement
9. SOBIR Sliding Fee Scale

#### 6.0 Legal Reference/Reference:


1. NC General Statute 130A-39
2. NC General Statute 130A-133(b)
3. Title V Guidelines
4. NC General Statute 90-411
5. NC Administrative Code .0205 c
6. NC General Statute 105A
7. Title X Guidelines
8. Federal Register 45 CFR, Part 160 & 164
9. NC General Statute 25-3-506

  
Dorothea Wyant  
Health Director

  
Tom Spurling  
Chairperson, Cleveland County Board of Health

  
Elliott Engstrom  
County Attorney

  
Eddie Holbrook, Chair  
Cleveland County Board of Commissioners

  
Shane Fox  
Finance Director

#### History of Revisions:

Original Approved 2/1/99  
Revised 11/9/99  
Revised 2/1/03  
Revised 3/9/05  
Revised 10/24/05  
Revised 6/1/06  
Revised 5/07  
Revised 9/10/07  
Revised 1/8/08  
Revised 5/15/08  
Revised 11/9/10  
Revised 11/10/11  
Revised 7/1/12  
Reviewed 11/13/12  
Revised 11/12/13  
Revised 10/14/14  
Revised 11/10/15  
Revised 11/8/16  
Revised 7/1/18

**COUNTY OF CLEVELAND, NORTH CAROLINA**

**AGENDA ITEM SUMMARY**

---

**T5 @ Kings Mountain VII Amendment**

---

**Department:** Legal

**Agenda Title:** Amendment to T5@Kings Mountain VII Incentive Agreement

**Agenda Summary:**

**Proposed Action:**

---

**ATTACHMENTS:**

File Name	Description
<input type="checkbox"/> Fusion_-_T5@Kings_Mountain_VII_-_Amendment_to_Incentive_Agreement_DRAFT.pdf	First Amendment to Incentive Agreement



## **FIRST AMENDMENT TO INCENTIVE AGREEMENT**

This FIRST AMENDMENT TO INCENTIVE AGREEMENT (this “**Amendment**”) is made as of September \_\_, 2018, by and between **CLEVELAND COUNTY**, a body politic and corporate and political subdivision of the State of North Carolina (“**County**”), and **T5@KINGS MOUNTAIN VII, LLC**, a Delaware limited liability company (“**Company**”).

### **WITNESSETH:**

WHEREAS, County and Company entered into that certain Incentive Agreement, dated as of July 21, 2015, for that certain building located at 131 Riverside Court, Kings Mountain, North Carolina (as amended, modified and/or supplemented, the “**Agreement**”) that was part of a greater 43-acre parcel (the “**Original Property**”);

WHEREAS, subsequent to the Agreement, the Original Property was partitioned in October 2015, and Company owns that certain portion commonly known as 121 Riverside Court, Kings Mountain, North Carolina (the “**New Property**”);

WHEREAS, County and Company have agreed to amend the Agreement to correct the address of the building owned by Company on the New Property in accordance with the terms and conditions set forth herein; and

WHEREAS, all capitalized terms used in this Amendment not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Company agree as follows:

1. **T5VII Project**. The definition of the “Project” in the third paragraph in the recitals of the Agreement is hereby deleted and replaced with the following:

“WHEREAS, the Company (itself or through its affiliates, assignees or tenants) contemplates the expansion and/or equipping of a building located at 121 Riverside Court, Kings Mountain, North Carolina (the “Project”); and,”

2. **Ratification**. Except as modified hereby, the Agreement shall remain in full force and effect, and is hereby ratified and confirmed in all respects. To the extent there is any conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall govern.

3. **Counterparts**. This Amendment may be executed in one or more counterparts, each of which shall constitute an original and all of which when taken together shall constitute one and the same instrument. An executed facsimile or .pdf of this Amendment may be relied upon as having, and shall be deemed to have, the same force and effect as an original.

4. **Applicable Law**. This Amendment shall be construed and governed by the laws of the state where the Property is located without regard to conflicts of laws principles.

*[Signatures on the following page]*

IN WITNESS WHEREOF, each County and Company has caused this Amendment to be executed and delivered in its name by a duly authorized officer or representative.

**COUNTY:**

**CLEVELAND COUNTY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**COMPANY:**

**T5@KINGS MOUNTAIN VII, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Peter S. Marin  
Title: President

**ATTEST:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

# COUNTY OF CLEVELAND, NORTH CAROLINA

## AGENDA ITEM SUMMARY

---

### Sale of County Owned Property Policy and Guidelines

---

**Department:**

**Agenda Title:** Sale of County Owned Property Policy and Guidelines

**Agenda Summary:** Elliot Engstrom, Senior Staff Attorney

**Proposed Action:**

---

**ATTACHMENTS:**

File Name	Description
<input type="checkbox"/> FINAL__Proposed_Policy_for_Sale_of_County_Properties.pdf	Policy for Sale of County Owned Property
<input type="checkbox"/> Tax_Policy_Staff_Report.doc	Staff Report Sale of County Owned Property

## **CLEVELAND COUNTY POLICY AND GUIDELINES FOR SALE OF COUNTY-OWNED PROPERTY**

**Purpose:** The purpose of this policy is to establish a system that will promote a fair and effective means for anyone to buy real or personal property owned by Cleveland County. This policy supersedes any past policy for the sale of county-owned properties.

**Authority:** Cleveland County hereby adopts this policy under the authority granted by N.C.G.S. § 153A-176.

**Severability:** Any provision of this policy found to contradict state law will be considered void, with the rest of the policy remaining in force.

**Cleveland County reserves the right to use *any* statutorily-authorized process to dispose of County property. The following sealed bid policy applies *only* when the County chooses to dispose of property using the sealed bid process pursuant to N.C.G.S. § 160A-266(a)(2) and N.C.G.S. § 160A-268.**

### **Sealed Bid Policy (N.C.G.S. § 160A-268)**

#### ***I. Overview of Bid Process***

1. Cleveland County (the “County”) may choose to advertise for sealed bids on real property which the County has obtained through a property tax foreclosure proceeding and which are identified by a parcel identification number.<sup>1</sup>
2. Bids may be submitted at any time after the Board of Commissioners resolves to advertise for sealed bids. However, the advertisement shall begin not less than 30 days before the date fixed for opening bids.
3. All bids must be submitted to the County paralegal, and the bidder will be required to pay to the County a bid deposit in the amount of five percent (5%) of the proposed bid.
4. All bids will be date and time stamped upon receipt by the County paralegal.
5. The property shall be advertised in a newspaper of local circulation as a “Public Notice for Sale of County Property.” Such notice shall state that sealed bids are being accepted and at the end of thirty (30) days either (1) the highest responsive, responsible bidder will be awarded the property or (2) the County will reject all bids. If more than one high bid in the same amount is received, the County will either accept the first bid received or reject all bids. All funds for closing must be paid in cash or certified funds.
6. The successful high bidder will be responsible for all advertisement fees. Should the successful bidder fail to complete said transaction, the cost of advertising shall be

---

<sup>1</sup> The County also retains the power to receive bids prior to advertisement pursuant to N.C.G.S. § 160A-269.

deducted from the bidder's deposit amount prior to the issuance of a refund of the bid deposit.

7. The County reserves the right to withdraw property from sale at any time prior to the approval of a bid by the Board of Commissioners.
8. The County reserves the right to reject all bids at any time.
9. The County shall open all bids on the first business day following the thirtieth (30<sup>th</sup>) day of the sealed bid period.
10. The highest bid shall go before the Board of Commissioners for acceptance of the offer and authorization of sale within thirty (30) days of identifying the high bid.
11. Upon approval of sale by the Board of Commissioners, the bidder shall pay his or her bid to the County in its entirety, including the cost of advertisement, recording fees, and excise tax (if any). All deposits must be in the form of certified funds or cash and must accompany the offer.
12. After the bidder has made payment to the County for the entire amount of his or her bid, advertisement cost, recording fees, and excise tax (if any), the County shall have recorded and deliver to the bidder a Quitclaim Deed.

## ***II. Responsibilities of Parties***

1. It is the bidder's responsibility to have a title search completed prior to placing his or her bid.
2. After obtaining the parcel identification number, the bidder shall submit his or her bid to the County paralegal. The bidder must identify the property by the parcel identification number.
3. The bidder shall submit at the time of offer funds for deposit. Such funds shall consist of a bid deposit in the amount of five percent (5%) of the bid. All deposits must be in the form of certified funds.
4. All bids must be submitted within thirty (30) days from the date of publication of the initial bid.
5. A bid will only be considered when submitted as provided in paragraphs one (1) through six (4) of this section.
6. Following the advertisement and opening of bids, the highest bid from a responsible bidder shall go before the Board of Commissioners for acceptance and authorization of sale. If the Board accepts the bid and approves the sale, the bidder shall be required to pay the entire bid price, recording fees, excise stamps (if any), and advertisement cost

to the County before receiving a Quitclaim Deed. The County shall be responsible for recording the deed. It is the bidder's responsibility to pay stamps (excise tax), if any, and recording fees.

7. The successful bidder **only** will be notified within seventy-two (72) hours of the acceptance of the bid. Bidders requesting results of a bid must forward a written request along with a self-addressed, stamped envelope to:

Paralegal  
Cleveland County Government  
P.O. Box 1210  
Shelby, NC 28151

8. The County will return the certified checks of all unsuccessful bidders within five (5) business days.
9. Full payment is due within five (5) business days of notice of an acceptance of Bid. The winning bidder will receive a telephone call and an email, fax, or letter with payment and pick-up instructions.
10. All property is sold "AS IS."
11. By submission of a bid, the bidder acknowledges acceptance of these terms and conditions.
12. The County shall forward the deed to the successful bidder upon the successful bidder's payment of the entire bid amount plus the County's costs for advertisement, recording fees, and excise tax (if any). All funds must be certified funds or cash and deposited through the County Finance Office.

**This Policy and Guidelines for Sale of County-Owned Property is hereby approved, this the 4th day of September 2018.**

---

Eddie Holbrook, Chairman  
Cleveland County Board of Commissioners

ATTEST:

---

Phyllis Nowlen, Clerk  
Cleveland County Board of Commissioners

## STAFF REPORT

To: Board of Commissioners Date: September 4, 2018  
Via: Brian Epley, County Manager  
From: Elliot Engstrom, Senior Staff Attorney  
Subject: Policy and Guidelines for the Sale of County-Owned Property

### **Summary Statement:**

County Attorney's office and Tax Administrator have together developed a new policy for the sale of county-owned properties.

### **Review:**

The **policy for the sale of county-owned properties** will provide greater flexibility to the County in disposing of county-owned property than its predecessor. The previous policy limited the County to selling foreclosed properties by sealed bid. The new policy allows the County to use any statutorily-authorized process to dispose of County property. This includes sale by sealed bid, public auction, negotiated offer, and exchange of property.

### **Attachments:**

Proposed Policy and Guidelines for the Sale of County-Owned Property

### **Actions Requested**

Approve the Cleveland County Policy and Guidelines for the Sale of County-Owned Property.

--END--

# COUNTY OF CLEVELAND, NORTH CAROLINA

## AGENDA ITEM SUMMARY

---

### Resolution Authorizing Sale of County Owned Property by Public Auction

---

**Department:**

**Agenda Title:** Resolution Authorizing Sale of County Owned Property by Public Auction

**Agenda Summary:** Elliot Engstrom, Senior Staff Attorney

**Proposed Action:**

---

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> Public_Auction_Staff_Report.doc	Resolution Staff Report
<input type="checkbox"/> Resolution_Authorizing_Auction_Sale.pdf	Resolution Authorizing Auction Sale



## **STAFF REPORT**

To: Board of Commissioners Date: September 4, 2018  
Via: Brian Epley, County Manager  
From: Elliot Engstrom, Senior Staff Attorney  
Subject: Resolution Authorizing Sale of County Properties via Public Auction

### **Summary Statement:**

County Attorney's office and Tax Administrator together propose selling several county-owned properties via public auction.

### **Review:**

The **resolution authorization the sale of county properties via public auction** will allow the County to dispose of properties that the County owns but from which it derives no value. Public auction is a statutorily-authorized method of disposing of such properties. By disposing of the properties together in a single public auction, the County will limit its advertising fees.

Staff proposes the auction be held in the Commissioners' chambers on October 12, 2018. This will allow County staff sufficient time to advertise the public auction as required by statute.

### **Attachments:**

Resolution Authorizing Auction Sale Pursuant to N.C.G.S. § 160A-270.

### **Actions Requested**

Pass the resolution authorizing the sale of County properties by public auction.

--END--

**Resolution Authorizing Auction Sale Pursuant to N.C.G.S. § 160A-270**

WHEREAS, Cleveland County owns 20 parcels of land indicated on Attachment A that are surplus to its needs; and

WHEREAS, N.C.G.S. § 160A-270 permits the County to sell real property at public auction upon approval of the Board of Commissioners and after publication of a notice announcing the auction;

THEREFORE, THE BOARD OF COMMISSIONERS OF CLEVELAND COUNTY RESOLVES THAT:

1. The Board of Commissioners authorizes the sale at public auction of the 20 parcels of land indicated on Attachment A.
2. The auction will be conducted at 10:00 A.M., Wednesday, October 10, 2018, in the Commissioners' Chambers at the Cleveland County Administrative Building, located at 311 E. Marion Street, Shelby, NC 28150.
3. The terms of the sale are that the buyer must present at the auction a bid deposit of five percent (5%) of the amount of the bid, either in cash or with a certified check. This deposit will be held by the County until either the Board of Commissioners rejects the high bid for the property or, if the Board of Commissioners accepts the high bid, the closing of the sale. The deposit will be forfeited to the County if the high bidder refuses to close the sale after the bid has been approved by the Board of Commissioners.
4. After the auction, the high bid for each parcel shall be reported to the Board of Commissioners. The council will accept or reject the bid within 30 days after the bid is reported to it. No sale may be completed until the Board of Commissioners has approved the high bid.
5. The County reserves the right to withdraw any listed property from the auction at any time before the auction sale of that property.

**Adopted this 4th day of September 2018.**

---

Eddie Holbrook, Chairman  
Cleveland County Board of Commissioners

ATTEST:

---

Phyllis Nowlen, Clerk  
Cleveland County Board of Commissioners

ATTACHMENT A  
Parcels Available for Public Auction

<b>PARCEL<sup>i</sup></b>	<b>LOCATION</b>
18744	504 Oakland Dr, Shelby
22052	281 Light Oak Circle
22600	Strip: 10x50, Hudson St.
26535	Carver St., Shelby
26530	Lincoln Drive, Shelby
8805	Off Wilson St., Kings Mountain
7924	Campbell St., Kings Mountain
11857	1206 S. Battleground, Kings Mountain
24924	1409 Hunter Valley Rd. Shelby
13347	106 Myers St., Kings Mountain
8460	107 Myers St., Kings Mountain
8450	108 Myers St., Kings Mountain
44093	109 Myers St., Kings Mountain
71395	509 Oakland Dr. Shelby
27395	Carver St., Shelby
27398	Carver St., Shelby
27699	111 Lilly St, Shelby
19956	1021 Toms St, Shelby
20706	1113 Withers St, Shelby
21069	Pinecone Ln

<sup>i</sup> Properties can be viewed by Parcel ID number at <https://www.webgis.net/nc/Cleveland/> or at the Cleveland County Mapping Department, located at 311 E. Marion Street, Shelby, NC 28150.

# COUNTY OF CLEVELAND, NORTH CAROLINA

## AGENDA ITEM SUMMARY

---

**Cleveland County Library**

---

**Department:**

**Agenda Title:** Cleveland County Library

**Agenda Summary:** Carol Wilson, Library Director

**Proposed Action:**

---

### ATTACHMENTS:

File Name	Description
<input type="checkbox"/> Staff_Report_Library_Name_Change.doc	Staff Report Library Name Change
<input type="checkbox"/> Resolution_Changing_Name_of_CC_Library_System.pdf	Resolution for Library Name Change

## **STAFF REPORT**

To: Board of Commissioners  
Via: Library Board of Trustees  
From: Elliot Engstrom, Senior Staff Attorney  
Subject: Naming of Cleveland County's Library System

Date: September 4, 2018

### **Summary Statement:**

Library Board of Trustees recommends formally recognizing that Cleveland County operates the "Cleveland County Library System," not just a single library.

### **Review:**

The County took over the full funding of the library as a County department on June 2, 2015. Prior to that, the library was a nonprofit corporation named the Cleveland County Memorial Library. The library has frequently been referred to by other names (Cleveland County Library System, Cleveland Memorial Library System, etc.), but the County has never formally recognized a name change.

The Library Board of Trustees has recommended designating the overall library as the Cleveland County Library System. Recognizing Cleveland County's library department as a library system will provide clarity to County employees, members of the public, and potential supporters as to the organization of Cleveland County's library. Specifically, naming the overall system the Cleveland County Library System will clarify that the County's library has multiple branches, those being the Cleveland County Memorial Library and the Cleveland County Library – Spangler Branch.

### **Attachment:**

Resolution changing name of library

### **Actions Requested**

Pass the Resolution naming the County's library department the Cleveland County Library System.

###

Number 10-2018

**Resolution Naming the Cleveland County Library System**

**WHEREAS**, the General Assembly has found that the availability of library services is a proper concern of local governments; and

**WHEREAS**, Cleveland County operates a public library system to collect and preserve knowledge; and

**WHEREAS**, prior to the County's taking over of the library, the library was a nonprofit corporation named the Cleveland County Memorial Library (SOS ID # 0029787); and

**WHEREAS**, Cleveland County's library system now occupies more than one physical location or branch; and

**NOW THEREFORE, BE IT RESOLVED**, the Board of Commissioners of Cleveland County resolves that:

1. The department of Cleveland County that operates the county's library system shall heretofore be known as the "Cleveland County Library System";
2. The branch of the Cleveland County Library System located at 104 Howie Drive, Shelby, NC 28150 shall be known as "Cleveland County Memorial Library";
3. The branch of the Cleveland County Library System located at 112 Piedmont Drive, Lawndale, NC shall be known as "Cleveland County Library System – Spangler Branch."

**Adopted this 4th day of September 2018.**

---

Eddie Holbrook, Chairman  
Cleveland County Board of Commissioners

ATTEST:

---

Phyllis Nowlen, Clerk  
Cleveland County Board of Commissioners

**COUNTY OF CLEVELAND, NORTH CAROLINA**

**AGENDA ITEM SUMMARY**

---

**Adjourn**

---

**Department:**

**Agenda Title:**

**Agenda Summary:**

**Proposed Action:**

---

**ATTACHMENTS:**

File Name

Description

No Attachments Available