



**SAMPSON COUNTY
BOARD OF COMMISSIONERS
MEETING AGENDA
June 3, 2013**

7:00 pm Convene Regular Meeting - County Auditorium

Invocation and Pledge of Allegiance
Approve Agenda as Published

Roads

Tab 1 Planning and Zoning Items - Continued from May 6, 2013 **1 - 18**

- a. ZA-3-13-1: Request to Amend Section 4.6 of the Sampson County Zoning Ordinance with Regard to a Substandard Lot of Record
- b. ZA-3-13-2: Request to Amend Section 9.3 of the Sampson County Zoning Ordinance to include Memorial Plaque as a Sign Not Requiring a Permit from the Zoning Officer
- c. ZA-3-13-3: Request to Amend Section 4.4 of the Sampson County Zoning Ordinance with Regard to the Relationship Of Buildings To A Lot
- d. ZA-3-13-4: Request to Amend Section 4.13 of the Sampson County Zoning Ordinance - Accessory Structures/Buildings

Tab 2 Action Items

- a. Appointment of Tax Administrator for Four-Year Term **19 - 23**
- b. Consideration of Award of Bid for Medicaid Transportation **24 - 50**
- c. Public Hearing - Closeout of NC Tomorrow CDBG Grant Program (11-C-2280) **51 - 52**
- d. Public Hearing - Proposed Appropriations and Expenditures for Economic Development Activities for Project Trio **53 - 54**
- e. Appointments **55**
 - a. Cumberland Community Action Program Board **56**
 - b. Transportation Advisory Board **57**
 - c. JCPC Board **58**

**PRESENTATION OF PROPOSED BUDGET FOR FISCAL
YEAR 2013-2014 AND SCHEDULING OF BUDGET PUBLIC HEARING**

Tab 3 Consent Agenda **59**

- a. Approve minutes of the May 6, 2013; May 8, 2013; and May 14, 2013 meetings **60 - 76**
- b. Adopt resolution authorizing the execution of the State Aid to Airports Grant agreement for Grant Project 36237.12.10.2 (Obstruction Removal-Tree Topping (design/construction)) **77 - 88**

c.	Approve updated Records Retention and Disposition Schedule for County Management (April 15, 2013 version); authorize development of internal policies for those documents with disposition instruction "destroy when administrative value ends"	89 - 91 See also separate document
d.	Authorize extension of Department of Aging's nutrition services contract with Bateman for one additional year to allow Sampson County to bid services in same year as surrounding counties	92 - 94
e.	Adopt resolution authorizing execution of the contract between the County and VFG Leasing for the propane equipment for the Sheriff vehicles	95 - 96
f.	Approve late property tax exemption application from Phillip Lee Hudson (parcels 19-1064200-09; 19-1064200-08)	97 - 102
g.	Approve tax refunds	103 - 115
h.	Approve budget amendments	116 - 127
Tab 4	Board Information	128
a.	Miscellaneous Counties Resolutions Regarding Legislative Issues	129 - 135
	County Manager Reports	
Tab 6	Public Comment Period (See policies and procedures in agenda.)	136
	Adjournment	

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. **1**

Meeting Date: June 3, 2013	<input type="checkbox"/> Information Only <input type="checkbox"/> Report/Presentation <input checked="" type="checkbox"/> Action Item <input type="checkbox"/> Consent Agenda	<input checked="" type="checkbox"/> Public Comment <input type="checkbox"/> Closed Session <input checked="" type="checkbox"/> Planning/Zoning <input type="checkbox"/> Water District Issue
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SUBJECT: Planning Issues - Continued from May 6, 2013

DEPARTMENT: Clinton-Sampson Planning and Zoning

PUBLIC HEARING: Yes - all

CONTACT PERSON: Mary Rose, Planning Director

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

ATTACHMENTS: Planning Staff Memorandum; Planning Board Minutes; Maps

BACKGROUND: Each of these hearings were continued from May 6, 2013. The Chairman should reconvene each hearing separately and call upon Planning staff for review of each request:

- a. **ZA-3-13-1** Planning staff will review a request to amend Section 4.6 of the Sampson County Zoning Ordinance with regard to a Substandard Lot of Record. Planning board minutes reflect that staff had noted that the amendment, if approved, would remove the need for the large number of variances which are routinely considered by the Planning Board with regard to existing substandard lots of record. Such amendment was unanimously recommended by the Planning Board.
- b. **ZA-3-13-2** Planning staff will review a request to amend Section 9.3 of the Sampson County Zoning Ordinance to include Memorial Plaque as a Sign Not Requiring a Permit from the Zoning Officer. Such amendment was unanimously recommended by the Planning Board.
- c. **ZA-3-13-3** Planning staff will review a request to amend Section 4.4 of the Sampson County Zoning Ordinance with regard to the Relationship of Buildings to a Lot. Such amendment was unanimously recommended by the Planning Board.
- d. **ZA-3-13-4** Planning staff will review a request to amend Section 4.13 of the Sampson County Zoning Ordinance with regard to the location of Accessory Structures/Buildings. Such amendment was unanimously recommended by the Planning Board.

RECOMMENDED
ACTION OR MOTION:

- a. Motion to approve zoning amendment ZA-3-13-1, as recommended by the Planning Board.
- b. Motion to approve zoning amendment ZA-3-13-2, as recommended by the Planning Board.
- c. Motion to approve zoning amendment ZA-3-13-3, as recommended by the Planning Board.
- d. Motion to approve zoning amendment ZA-3-13-4, as recommended by the Planning Board.

MEMORANDUM

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

To: Ed Causey, County Manager
From: Mary M. Rose, Planning Director
Subject: April 15, 2013 Sampson County Planning and Zoning Board Meeting -
County Board of Commissioners May 6, 2013 Agenda Item
Date: April 19, 2013

The following requests were addressed by the Planning and Zoning Board at their March 18, 2013 and April 15, 2013 meetings:

ZA-3-13-1 - A text amendment by Planning Staff to amend Section 4.6 of the Sampson County Zoning Ordinance with regard to a Substandard Lot of Record was unanimously recommended by the Planning Board as follows:

Existing:

Where the owner of a lot at the time of the adoption of this Ordinance or his successor in title thereto does not own sufficient land to enable home to conform to the dimensional requirements of this Ordinance, such lot may be used as a building site in the district in which it is located; provided, that the lot width and lot area are not more than (30) thirty percent below the minimum specified in this Ordinance. In any case where the lot area and lot width are more than (30) thirty percent below the minimum specified in this Ordinance or other dimensional requirements cannot be met, the Board of Adjustment may approve, as a special exception, such dimensions as shall conform as closely to the required dimensions.

Proposed:

Where the owner of a lot at the time of the adoption of this Ordinance or his successor in title thereto does not own sufficient land to enable home to conform to the dimensional requirements of this Ordinance, such lot may be used as a building site in the district in which it is located; provided, that the ~~lot width and lot area are not more than (30) thirty percent below the minimum specified in this Ordinance. In any case where the lot area and lot width are more than (30) thirty percent below the minimum specified in this Ordinance or other dimensional requirements cannot be met, the Board of Adjustment may approve, as a special exception, such dimensions as shall conform as closely to the required dimensions.~~ proposed building site will meet all Sampson County Environmental Health development requirements and the proposed building will meet all minimum setback requirements in the zoning district.

ZA-3-13-2 - A text amendment request by Planning Staff to amend Section 9.3 of the Sampson County Ordinance to include Memorial Plaques as a Sign Not Requiring a Permit From The Zoning Officer was unanimously recommended as follows:

Section 9.3 G. Memorial Plaques - Such as cornerstones, historical tablets, grave markers and other remembrances which are placed upon the property which they identify. These signs shall be limited to a maximum of 64 square feet in sign surface area, 12 feet in height and shall not be used for advertising or commercial purposes.

ZA-3-13-3 - A zoning amendment request by Planning Staff to amend Section 4.4 of the Sampson County Zoning Ordinance with regard to the Relationship of Buildings to a Lot was unanimously recommended by the Planning Board as follows:

Existing:

Where there is already a primary structure on a lot, an additional structure may be added provided that the lot is large enough to accommodate the minimum lot size of the zoning district for each principal building and all required setbacks can be met. The two (2) dwellings must be at least 100 feet apart. For example: If the property is located in a RA district with public water provided the minimum square feet is 25,000 (.057 acre) for one principal building, then the lot must be at least 50,000 square feet (1.14 acres) to have two principle buildings. If the minimum lot size is 30,000 square feet (0.69 acre) where there is no public water, then the lot must be at least 60,000 square feet (1.38 acres). There shall be no more than two primary dwellings per lot. For any additional primary structures the lot must be subdivided (surveyed out).

Proposed:

Where there is already a primary structure on a lot, an additional structure may be added provided that the lot is large enough to accommodate the minimum lot size of the zoning district for each principal building and all required setbacks can be met. The two (2) dwellings must be at least ~~100~~ 50 feet apart. For example: If the property is located in a RA district with public water provided the minimum square feet is 25,000 (.057 acre) for one principal building, then the lot must be at least 50,000 square feet (1.14 acres) to have two principle buildings. If the minimum lot size is 30,000 square feet (0.69 acre) where there is no public water, then the lot must be at least 60,000 square feet (1.38 acres). There shall be no more than two primary dwellings per lot. For any additional primary structures the lot must be subdivided (surveyed out).

ZA-3-13-4 - A zoning amendment request by Planning Staff to amend Section 4.13 – Accessory Structures/Buildings of the Sampson County Zoning Ordinance was unanimously recommended by the Planning Board as follows:

Existing:

Only one accessory structure/building shall be permitted on lots less than twenty thousand (20,000) sq. ft. Larger lots are allowed an extra accessory building/structure for each additional thirty thousand (30,000) sq. ft. provided that such accessory buildings/structures are a minimum of thirty (30) feet apart from any other principal or secondary building/structure.

- * Minimum side setback: 10ft
- * Minimum rear setback: 10ft
- * Minimum setback from principal structure: 10ft
- * Maximum building height shall not exceed 20ft from mean roof height

Accessory buildings not exceeding 50 sq. ft. and used exclusively to house well and pump equipment may be permitted in front, side or rear yards, provided such accessory buildings are at least five (5) feet from any property lines and do not encroach into any required easements or other site angles.

An accessory building may be located on another contiguous or non-contiguous lot from the principal use with which it is associated, only to the extent that the principal use itself would also be permitted on such lot.

Residential use of any accessory structure is only permitted for one accessory structure per principal structure and is only allowed in the RA district.

Accessory structures shall not be used for commercial purposes unless properly maintained.

In no case shall a manufactured home be used as an accessory building for storage or any other use other than a dwelling unit.

Proposed:

Only one accessory structure/building shall be permitted on lots less than twenty thousand (20,000) sq. ft. Larger lots are allowed an extra accessory building/structure for each additional thirty thousand (30,000) sq. ft. provided that such accessory buildings/structures are a minimum of thirty ~~(30)~~ (10) feet apart from any other principal or secondary building/structure.

- * Minimum side setback: 10ft
- * Minimum rear setback: 10ft
- * Minimum setback from principal structure: 10ft
- * Maximum building height shall not exceed 20ft from mean roof height

Accessory buildings not exceeding 50 sq. ft. and used exclusively to house well and pump equipment may be permitted in front, side or rear yards, provided such accessory buildings are at least five (5) feet from any property lines and do not encroach into any required easements or other site angles.

An accessory building may be located on another contiguous ~~or non-contiguous~~ lot from the principal use with which it is associated, only to the extent that the principal use itself would also be permitted on such lot.

Residential use of any accessory structure is only permitted for one accessory structure per principal structure and is only allowed in the RA district.

Accessory structures shall not be used for commercial purposes unless properly maintained.

In no case shall a manufactured home be used as an accessory building for storage or any other use other than a dwelling unit.

RZ-4-13-1 - A rezoning request by Donnie Smith to rezone approximately 2 acres located at 6715 Plainview Highway from MRD-Mixed Residential to C-Commercial was unanimously recommended by the Board with the following zoning consistency statement:

Zoning Consistency Statement:

Whereas, in accordance with the provisions of North Carolina General Statute 153A-341, the Sampson County Planning Board does hereby find and determine that the recommendation of the ordinance amendment RZ-4-13-1 is consistent with the goals and objectives of the Sampson County Land Use Plan for commercial growth due to the fact in section 1 of the Sampson County Land Use Plan, economic growth and commercial activities are encouraged at locations with access to major thoroughfares such as US Highway 421.

RZ-4-13-2 - A rezoning request by Jerry Johnson to rezone approximately 5.75 acres located at 1648 NC Highway 55 from RA-Residential Agriculture to C-Commercial was unanimously recommended by the Board with the following zoning consistency statement:

Zoning Consistency Statement:

Whereas, in accordance with the provisions of North Carolina General Statute 153A-341, the Sampson County Planning Board does hereby find and determine that the recommendation of the ordinance amendment RZ-4-13-2 is consistent with the goals and objectives of the Sampson County Land Use Plan for commercial growth due to the fact in Section 1 of the Sampson County Land Use Plan, economic growth and commercial activities are encouraged at locations with access to major thoroughfares such as NC Highway 55.

Please contact my office with any questions or comments.

cc: Susan Holder, Assistant County Manager

attachments

MINUTES OF THE SAMPSON COUNTY
PLANNING AND ZONING BOARD

Meeting Date
March 18, 2013

Members Present
Billy Cottle
Sherri Smith
Deborah Bass
Scott Brown
Clayton Hollingsworth
Gary Mac Herring
Angela Marco

Members Absent

Staff Person, Mary Rose opened meeting with request for nominations of a chairman for the Board. Billy Cottle nominated Gary Mac Herring. Gary Mac Herring nominated Scott Brown. With no further nominations, the nominations were closed. Clayton Hollingsworth seconded Gary Mac Herring's nomination of Scott Brown and after a unanimous vote, Scott Brown was elected Planning Board Chairman.

Scott Brown took over meeting as Chairman and asked for nominations for vice-chairman. Sherri Smith nominated Gary Mac Herring as vice-chairman. With no further nominations the nominations were closed. Billy Cottle seconded Mrs. Smith's nomination and after a unanimous vote, Gary Mac Herring was elected Planning Board Vice-Chairman.

Minutes Approved

Upon a motion by Deborah Bass, seconded by Billy Cottle, the minutes of the January 24, 2013 meeting were unanimously approved as presented.

Staff requested the two special use requests be moved to the top of the agenda due to the fact the Board has a lengthy agenda and there were citizens present with interests associated with the two special use requests. Chairman Brown asked if the Board would accommodate this request by staff and by consensus the requested change in order of business was made.

SU-3-13-2

Kent Trowbridge – 3099 Bells Branch Road

A special use request by Kent Trowbridge of Solbridge Energy to operate a Solar Farm located at 3099 Bells Branch Road in an RA-Residential Agriculture district. (See attached site plan)

EVIDENCE PRESENTED. Ms. Rose presented the Planning Board with the following findings of fact for consideration:

1. Ethel Warren has signed the special use application as the owner of the property under consideration.
2. The property under consideration contains approximately 83 acres of which only 35 acres will be developed.
3. The property is currently zoned RA-Residential Agriculture.
4. The property meets all setbacks, and other dimensional criteria required by the Sampson County Zoning Ordinance.

5. The property is adjacent to the north, south, and west by RA-Residential Agriculture zoning district. The property is adjacent to the east by Newton Grove's ETJ.
6. All adjacent property owners within 100' have been notified by mail.

The Planning Board considered the following findings in order to grant a Special Use permit:

- A. That the use will not materially endanger the public health or safety, if located according to the plan submitted and approved;
- B. That the use meets all required conditions and specifications;
- C. That the use will not substantially injure the value of adjoining or abutting property, or that the use is a public necessity, and;
- D. That the location and character of the use, if developed according to the plan as submitted and approved, will be in harmony with the area in which it is to be located and in general conformity with the Sampson County Land Use Plan.

Upon a motion made by Gary Mac Herring to approve the request as presented, and seconded by Billy Cottle, the special use was approved as presented.

Ayes: Unanimous

SU-3-13-1

Rochelle Parker – 871 Maxton Bass Road

A special use request by Rochelle Parker to operate an automotive wholesale business at 871 Maxton Bass Road in an RA Residential Agriculture district. (See attached site plan)

EVIDENCE PRESENTED. Ms. Rose presented the Planning Board with the following findings of fact for consideration:

1. Rochelle Parker has signed the special use application as owner of the property under consideration.
2. The property under consideration contains approximately 1.47 acres.
3. The property under consideration is zoned RA Residential Agriculture which provides for Wholesale Automobile Sales as a Special Use.
4. There is an existing 12x16 foot accessory building that Mr. Parker will be using as an office.
5. Mr. Parker informed staff that there would be no more than four cars on site at a time while being transferred.
6. The proposed project meets all setbacks, and other dimensional criteria required by the Sampson County Zoning Ordinance.
7. All adjacent property owners within 100' have been notified by mail.

The Planning Board considered the following findings in order to grant a Special Use permit:

- A. That the use will not materially endanger the public health or safety, if located according to the plan submitted and approved;
- B. That the use meets all required conditions and specifications;

- C. That the use will not substantially injure the value of adjoining or abutting property, or that the use is a public necessity, and;
- D. That the location and character of the use, if developed according to the plan as submitted and approved, will be in harmony with the area in which it is to be located and in general conformity with the Sampson County Land Use Plan.

Upon a motion made by Sherri Smith to approve the request as presented, and seconded by Deborah Bass, the special use was approved as presented.

Ayes: Unanimous

V-3-13-1

Jose Torres – Grandpa Lane (Lot #27)

A variance request by Jose Torres at Lot #27 Grandpa Lane from Section 4.6 of the Sampson County Zoning Ordinance with regard to a Substandard Lot of Record. (See attached site plan)

Ms. Rose presented the Planning Board with the following findings of fact for consideration:

- 1. Jose Torres has signed the variance application as the applicant of the property under consideration.
- 2. The property is currently zoned RA-Residential Agriculture. (See attached location map)
- 3. The lot is approximately 0.47 acres as shown by the Sampson County Tax Office.
- 4. The property does have an existing well and septic tank.
- 5. The property has 20,473 square feet. Section 4.6 of the Sampson County Zoning Ordinance, (Substandard Lot of Record), requires properties that are more than 30% below the minimum dimensional requirements of this ordinance must be approved by the Board of Adjustment.
- 6. The property under consideration has been posted.

Upon a motion made by Gary Mac Herring to approve the variance as presented, and seconded by Billy Cottle, the variance was approved as presented.

Ayes: Unanimous

V-3-13-2

Alfred Jackson – 130 Covenant Lane

A variance request by Alfred Jackson at 130 Covenant Lane from Section 5.1 of the Sampson County Zoning Ordinance with regard to continuance of non-conforming buildings. (See attached site plan)

Ms. Rose presented the Planning Board with the following findings of fact for consideration:

- 1. Alfred Jackson has signed the variance application as the applicant of the property under consideration.
- 2. The property is currently zoned MRD-Mixed Residential. (See attached location map)
- 3. The lot is approximately 0.93 acres as shown by the Sampson County Tax Office.
- 4. The applicant is proposing to reconnect power to an existing non-conforming single family residence. (See Section 3.3.1 of the Sampson County Zoning Ordinance)

5. The property under consideration has been posted.

Upon a motion made by Sherri Smith to approve the variance as presented, and seconded by Deborah, the variance was approved as presented.

Ayes: Unanimous

V-3-13-3

Rigoberto Solis Alozo – 1817 Bradshaw Road

A variance request by Rigoberto Solis Alonzo at 1817 Bradshaw Road from Section 3.3.1.E. of the Sampson County Zoning Ordinance with regard to the RA-Residential Agriculture district setback for a primary structure/single family dwelling. (See attached site plan)

Ms. Rose presented the Planning Board with the following findings of fact for consideration noting that staff respectfully requested sentence two under fact number four be removed from the facts:

1. Rigoberto Solis Alonzo has signed the variance application as the applicant of the property under consideration.
2. The property is currently zoned RA-Residential Agriculture. (See attached location map)
3. The lot is approximately 4.61 acres as shown by the Sampson County Tax Office.
4. The applicant is proposing to convert the existing accessory building into a single family residence. ~~The proposed dwelling would require a 13.3 foot variance from the minimum 50 foot front setback required in a RA Residential Agriculture district. (See Section 3.3.1 of the Sampson County Zoning Ordinance)~~
5. There is an existing well and septic tank on the property.
6. The property under consideration has been posted.

Staff informed the Board this would be a variance from the setback requirements of the Sampson County Zoning Ordinance as found in Section 3.3.1 E. and the Board would be creating a non-conforming use due to the fact they would be permitting an accessory building to be converted to a single family dwelling and the existing accessory building does not meet the current single family dwelling setback requirement of 50 feet as found in Section 3.3.1 E. of the Sampson County Zoning Ordinance.

Upon a motion made by Sherri Smith to deny the variance based upon the facts and evidence presented by Planning Staff, and seconded by Billy Cottle, the request was unanimously denied by the Board.

Nays: Unanimous

V-3-13-4

Carolyn Cox – 1880 H.B. Lewis Road

A variance request by Carolyn Cox at 1880 H.B. Lewis Road from Sections 5.1 and 5.5 of the Sampson County Zoning Ordinance with regard to extension of a non-conforming use. (See attached site plan)

Ms. Rose presented the Planning Board with the following findings of fact for consideration:

1. Carolyn Cox has signed the variance application as the applicant of the property under consideration.
2. The property is currently zoned RA-Residential Agriculture. (See attached location map)

3. The lot is approximately 0.52 acres as shown by the Sampson County Tax Office.
4. The applicant is proposing a 20x16 foot addition. The new addition will meet all setback requirements in an RA-Residential Agriculture district. (See Section 3.3.1 of the Sampson County Zoning Ordinance)
5. The property under consideration has been posted.

Upon a motion made by Deborah Bass to approve the variance as presented, and seconded by Sherri Smith, the variance was approved as presented.

Ayes: Unanimous

V-3-13-5

James Jacobs – 341 Ransom Road

A variance request by James Jacobs at 341 Ransom Road from Sections 5.1 and 5.5 of the Sampson County Zoning Ordinance with regard to extension of a non-conforming use. (See attached site plan)

Ms. Rose presented the Planning Board with the following findings of fact for consideration:

1. James Jacobs has signed the variance application as the applicant of the property under consideration.
2. The property is currently zoned RA-Residential Agriculture. (See attached location map)
3. The lot is approximately 41.7 acres as shown by the Sampson County Tax Office.
4. The 10x16.2 foot rear addition, (built without permits), encroaches 1.6 feet beyond the 50 foot minimum front setback of Section 3.3.1 of the Sampson County Zoning Ordinance.
5. The property under consideration has been posted.

Upon a motion made by Gary Mac Herring to the variance based upon the facts and evidence presented by Planning Staff, and seconded by Clayton Hollingsworth, the variance was denied as presented.

Nays: Unanimous

ZA-3-13-1

Section 4.6 – Substandard Lot of Record

ZA-3-13-1 – A text amendment by Planning Staff to amend Section 4.6 of the Sampson County Zoning Ordinance with regard to a Substandard Lot of Record as follows:

Existing:

Where the owner of a lot at the time of the adoption of this Ordinance or his successor in title thereto does not own sufficient land to enable him to conform to the dimensional requirements of this Ordinance, such lot may be used as a building site in the district in which it is located; provided, that the lot width and lot area are not more than (30) thirty percent below the minimum specified in this Ordinance. In any case where the lot area and lot width are more than (30) thirty percent below the minimum specified in this Ordinance or other dimensional requirements cannot be met, the Board of Adjustment may approve, as a special exception, such dimensions as shall conform as closely to the required dimensions.

Proposed:

Where the owner of a lot at the time of the adoption of this Ordinance or his successor in title thereto does not own sufficient land to enable him to conform to the dimensional requirements of this Ordinance, such lot may be used as a building site in the district in which it is located; provided, that the ~~lot width and lot area are not more than (30) thirty percent below the minimum specified in this Ordinance. In any case where the lot area and lot width are more than (30) thirty percent below the minimum specified in this Ordinance or other dimensional requirements cannot be met, the Board of Adjustment may approve, as a special exception, such dimensions as shall conform as closely to the required dimensions~~ proposed building site will meet all Sampson County Environmental Health development requirements and the proposed building will meet all minimum setback requirements in the zoning district.

Ms. Rose informed the Board staff had held discussions with both the building inspector and environmental health inspector and both felt confident in recommendation of this amendment based upon the fact all setback and environmental health requirements for well and septic would still be required to be met. Ms. Rose informed the Board this amendment, if approved, would remove the need for the large number of variances which are routinely coming before the Board with regard to existing substandard lots of record.

DECISION. Sherri Smith made a motion to recommend Section 4.6 of the Sampson County Zoning Ordinance be amended as presented, seconded by Deborah Bass, and unanimously recommended by the Board

Ayes: Unanimous

ZA-3-13-2

Section 9.3 – Signs Not Requiring a Permit from the Zoning Officer

ZA-3-13-2 – A zoning amendment request by Planning Staff to amend Section 9.3 of the Sampson County Zoning Ordinance to include Memorial Plaques as a Sign Not Requiring a Permit from the Zoning Officer.

Section 9.3.G. Memorial Plaques – Such as cornerstones, historical tablets, and sign which identify properties of historical significance which are placed upon the property which they identify. These signs shall be limited to a maximum of 64 square feet in sign surface area, 12 feet in height and shall not be used for advertising purposes.

The Board expressed their desire for further research of this request and also expressed their desire to clarify the meaning of “historical significance” as it relates to the proposed text. Ms. Rose informed the Board they would undertake further research and report to the Board at the April 2013 meeting.

DECISION. Gary Mac Herring made a motion to continue consideration of this request until the April 2013 Planning Board meeting, seconded by Sherri Smith, unanimously continued by the Board.

Ayes: Unanimous

ZA-3-13-3

Section 4.4 – Relationship of Building to Lot

A zoning amendment request by Planning Staff to amend Section 4.4 of the Sampson County Zoning Ordinance to regard to the Relationship of Buildings to a Lot.

Existing:

Where there is already a primary structure on a lot, an additional structure may be added provided that the lot is large enough to accommodate the minimum lot size of the zoning district for each principal building and all required setbacks can be met. The two (2) dwellings must be at least 100 feet apart. For example: If the property is located in a RA district with public water provided the minimum square feet is 25,000 (0.57 acre) for one principal building, then the lot must be at least 50,000 square feet (1.14 acres) to have two principal buildings. If the minimum lot size is 30,000 square feet (0.69 acre) where there is no public water, then the lot must be at least 60,000 square feet (1.38 acres). There shall be no more than two primary dwellings per lot. For any additional primary structures the lot must be subdivided (surveyed out).

Proposed:

Where there is already a primary structure on a lot, an additional structure may be added provided that the lot is large enough to accommodate the minimum lot size of the zoning district for each principal building and all required setbacks can be met. The two (2) dwellings must be at least ~~100~~ 50 feet apart. For example: If the property is located in a RA district with public water provided the minimum square feet is 25,000 (0.57 acre) for one principal building, then the lot must be at least 50,000 square feet (1.14 acres) to have two principal buildings. If the minimum lot size is 30,000 square feet (0.69 acre) where there is no public water, then the lot must be at least 60,000 square feet (1.38 acres). There shall be no more than two primary dwellings per lot. For any additional primary structures the lot must be subdivided (surveyed out).

Ms. Rose informed the Board staff had held discussions with both the building inspector and environmental health inspector and both felt confident in recommendation of this amendment based upon the fact all setback and environmental health requirements for well and septic would still be required to be met and both the building inspector and environmental health inspector has no additional concerns regarding reduction of the separation between dwellings.

DECISION. Sherri Smith made a motion to recommend approval of this request as presented, seconded by Billy Cottle, and unanimously recommended by the Board.

Ayes: Unanimous

ZA-3-13-4

Section 4.13 – Accessory Structures/Buildings

A zoning amendment by Planning Staff to amend Section 4.13 - Accessory Structures/Buildings of the Sampson County Zoning Ordinance.

Existing:

Only one accessory structure/building shall be permitted on lots less than twenty thousand (20,000) sq. ft. Larger lots are allowed an extra accessory building/structure for each additional thirty thousand (30,000) sq. ft. provided that such accessory buildings/structures are a minimum of thirty (30) feet apart from any other principal or secondary building/structures.

- *Minimum side setback: 10ft
- *Minimum rear setback: 10ft
- *Minimum setback from principal structure: 10ft
- *Maximum building height shall not exceed 20ft from mean roof height

Accessory buildings not exceeding 50 sq. ft. and used exclusively to house well and pump equipment may be permitted in front, side or rear yards, provided such accessory buildings are at least five (5) feet from any property lines and do not encroach into any required easements or other site angles.

An accessory building may be located on another contiguous or non-contiguous lot from the principal use with which it is associated, only to the extent that the principal use itself would also be permitted on such lot.

Residential use of an accessory structure is only permitted for one accessory structure per principal structure and is only allowed in the RA district.

Accessory structures shall not be used for commercial purposes unless properly permitted. In no case shall a manufactured home be used as an accessory building for storage or any other use other than a dwelling unit.

Proposed:

Only one accessory structure/building shall be permitted on lots less than twenty thousand (20,000) sq. ft. Larger lots are allowed an extra accessory building/structure for each additional thirty thousand (30,000) sq. ft. provided that such accessory buildings/structures are a minimum of thirty (~~30~~) (10) feet apart from any other principal or secondary building/structures.

- *Minimum side setback: 10ft
- *Minimum rear setback: 10ft
- *Minimum setback from principal structure: 10ft
- *Maximum building height shall not exceed 20ft from mean roof height

Accessory buildings not exceeding 50 sq. ft. and used exclusively to house well and pump equipment may be permitted in front, side or rear yards, provided such accessory buildings are at least five (5) feet from any property lines and do not encroach into any required easements or other site angles.

An accessory building may be located on another contiguous ~~or non-contiguous~~ lot from the principal use with which it is associated, only to the extent that the principal use itself would also be permitted on such lot.

Residential use of an accessory structure is only permitted for one accessory structure per principal structure and is only allowed in the RA district.

Accessory structures shall not be used for commercial purposes unless properly permitted. In no case shall a manufactured home be used as an accessory building for storage or any other use other than a dwelling unit.

Ms. Rose informed the Board staff had held discussions with both the building inspector and environmental health inspector and both felt confident in recommendation of this amendment. The building inspector only requires 10 feet between buildings and as evidenced in the above text of the current ordinance there is currently conflicting regulations in that in addressing the setback from a principal structure the ordinance currently reads 10 feet.

Ms. Rose also explained the concern of permitting an accessory structure on a non-contiguous lot with no primary structure upon the lot to be accessory to.

DECISION. Angela Marco made a motion to recommend amending Section 4.13 of the Sampson County Zoning Ordinance as presented, seconded by Clayton Hollingsworth, and unanimously recommended by the Board.

Ayes: Unanimous

RZ-3-13-1
Butterball, LLC – Cornwallis Road

A rezoning request by Butterball, LLC to rezone approximately 8.74 acres located along Cornwallis Road from I-Industrial to C-Commercial.

Ms. Rose informed the Board staff had spoken with Lee Mason of Butterball, LLC and he requested this rezoning request be withdrawn at this time.

Adjournment

There being no further business, the meeting was adjourned at 8:30 p.m.

Chairman

Secretary

MINUTES OF THE SAMPSON COUNTY
PLANNING AND ZONING BOARD

Meeting Date
April 15, 2013

Members Present
Billy Cottle
Sherri Smith
Deborah Bass
Scott Brown
Clayton Hollingsworth
Gary Mac Herring
Angela Marco

Members Absent

Minutes Approved

Upon a motion by Billy Cottle, seconded by Sherri Smith, the minutes of the March 18, 2013 meeting were unanimously approved as presented.

ZA-3-13-2

A text amendment request by Planning Staff to amend Section 9.3 of the Sampson County Ordinance to include Memorial Plaques as a Sign Not Requiring a Permit From The Zoning Officer.

Section 9.3 G. Memorial Plaques - Such as cornerstones, historical tablets, grave markers and other remembrances which are placed upon the property which they identify. These signs shall be limited to a maximum of 64 square feet in sign surface area, 12 feet in height and shall not be used for advertising or commercial purposes.

After Board discussion, Billy Cottle made a motion to recommend approval of the proposed request as presented, seconded by Debra Bass.

Ayes: Unanimous

RZ-4-13-1

Donnie Smith – 6715 Plainview Highway

A rezoning request by Donnie Smith to rezone approximately 2 acres located at 6715 Plainview Highway from MRD-Mixed Residential to C-Commercial. (See attached location map)

EVIDENCE PRESENTED. Ms. Rose presented the Planning Board with the following findings of fact for consideration:

1. Donnie C. Smith has signed the rezoning application as a representative of the owner.
2. This rezoning will include approximately 2 acres as shown on the location map.
3. The property is currently zoned MRD-Mixed Residential. (see attached site map)
4. The minimum square footage for property zoned C-Commercial is 40,000 square feet. Being approximately 2 acres (87,120 sq. ft.) this property is well in excess of this requirement.

5. This property is located at 6715 Plainview Highway. The property to the north and across Plainview Highway is zoned RA-Residential Agriculture, the properties adjacent to the south, west, and northwest are zoned MRD-Mixed Residential District , and the property to the east across Plainview Highway is zoned R-Residential.
6. In section 1 of the Sampson County Land Use Plan, economic growth and commercial activities are encouraged at locations with access to major thoroughfares such as US Highway 421.
7. All adjacent property owners within 100' have been notified by mail.

After Board discussion, Board chair Scott Brown requested staff bring more information to the Board related to conditional zoning. Ms. Rose informed the Board staff would be prepared to make a conditional zoning presentation to the Board at their May Board meeting.

Zoning Consistency Statement:

Whereas, in accordance with the provisions of North Carolina General Statute 153A-341, the Sampson County Planning Board does hereby find and determine that the recommendation of the ordinance amendment RZ-4-13-1 is consistent with the goals and objectives of the Sampson County Land Use Plan for commercial growth due to the fact in section 1 of the Sampson County Land Use Plan, economic growth and commercial activities are encouraged at locations with access to major thoroughfares such as US Highway 421.

DECISION. Billy Cottle made a motion to recommend approval of this request as presented with the above zoning consistency statement, seconded by Gary Mac Herring and unanimously recommended by the Board.

Ayes: Unanimous

RZ-4-13-2

Jerry Johnson – 1648 NC Highway 55

A rezoning request by Jerry Johnson to rezone approximately 5.75 acres located at 1648 NC Highway 55 from RA-Residential Agriculture to C-Commercial. (See attached location map)

EVIDENCE PRESENTED. Ms. Rose presented the Planning Board with the following findings of fact for consideration:

1. Kay Johnson Kennedy, Alton R. Johnson, Joseph E. Johnson, Nancy J. Blackman, George A. Johnson and Jerry Johnson have signed the rezoning application as owners.
2. This rezoning will include approximately 5.75 acres as shown on the location map. Mr. Johnson is currently operating a commercial business upon these properties which has been operated at this location prior to zoning.
3. The property is currently zoned RA-Residential Agriculture. (see attached site map)
4. This property is located on and adjacent to 1648 NC Highway 55. The property to the north, south, east, and west is zoned RA-Residential Agriculture.

5. In section 1 of the Sampson County Land Use Plan, economic growth and commercial activities are encouraged at locations with access to major thoroughfares such as NC Highway 55.
6. All adjacent property owners within 100' have been notified by mail.

Zoning Consistency Statement:

Whereas, in accordance with the provisions of North Carolina General Statute 153A-341, the Sampson County Planning Board does hereby find and determine that the recommendation of the ordinance amendment RZ-4-13-2 is consistent with the goals and objectives of the Sampson County Land Use Plan for commercial growth due to the fact in Section 1 of the Sampson County Land Use Plan, economic growth and commercial activities are encouraged at locations with access to major thoroughfares such as NC Highway 55.

DECISION. Sherri Smith made a motion to recommend approval of this request as presented with the above zoning consistency statement, seconded by Clayton Hollingsworth and unanimously recommended by the Board.

Ayes: Unanimous

Staff made a brief presentation to the Board related to the Sampson County Land Use Plan. Staff requested input from the Board as to whether they may be interested in doing a thorough review of the Land Use Plan due to the fact the plan was adopted in 2001 and had not been reviewed since that time. Ms. Rose explained the importance of the plan in supporting rezoning recommendations by way of referencing the plan in all zoning consistency statements presented to the Board of Commissioners.

It was the consensus of the Board to begin Board review of the current Sampson County Land Use Plan with the intent of presenting recommendations for updates to the Board of Commissioners at some time in the future. Ms. Rose informed the Board staff would be prepared to make brief presentations of each section of the Land Use Plan at each monthly meeting of the Board until the Board had reviewed the entire plan.

Ms. Rose also informed the Board of the recent development of the Mid –Carolina Air Travel Plan prepared by the Mid-Carolina Rural Planning Organization. Ms. Rose informed the Board staff would mail a copy of this planning document to each for their review.

There being no further business, the meeting was adjourned at 8:15 p.m.

Chairman

Secretary

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 2 (a)

Meeting Date: June 3, 2013

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

SUBJECT: Appointment of Tax Administrator for Four-Year Term

DEPARTMENT: Tax

PUBLIC HEARING: No

CONTACT PERSON: Jim Johnson, Tax Administrator/ Assessor

PURPOSE: To formally re-appoint Tax Administrator for specified term as required by NC General Statutes

ATTACHMENTS: NCGS 105-294; NCGS 105-295; Oath of Office

BACKGROUND: North Carolina General Statutes require that county commissioners appoint a county assessor/administrator to serve a term of not less than two years nor more than four years. Since an initial term of two-years is required until the provisions of NCGS 105-294 (b) are met, Mr. Johnson's original term was for a period of two years.

Mr. Johnson has met the requirements of NCGS 105-294(b), so the reappointment term is for four years. The Chairman or the Clerk can administer the oath of office to Mr. Johnson.

PRIOR BOARD ACTION: Mr. Jim Johnson originally appointed for a two-year initial term on July 5, 2011

RECOMMENDED ACTION OR MOTION: Re-appoint Jim Johnson for a four-year term; administer oath of office.

Article 16.

County Listing, Appraisal, and Assessing Officials.

§ 105-294. County assessor.

(a) **Appointment.** – Persons occupying the position of county assessor on July 1, 1983, shall continue in office until the first Monday in July, 1983. At its first regular meeting in July, 1983, and every two years or four years thereafter, as appropriate, the board of county commissioners of each county shall appoint a county assessor to serve a term of not less than two nor more than four years; provided, however, that no person shall be eligible for initial appointment to a term of more than two years unless such person is deemed to be qualified as provided in subsection (b) of this section or has been certified by the Department of Revenue as provided in subsection (c) of this section. The board of commissioners may remove the assessor from office during his term for good cause after giving him notice in writing and an opportunity to appear and be heard at a public session of the board. Whenever a vacancy occurs in this office, the board of county commissioners shall appoint a qualified person to serve as county assessor for the period of the unexpired term.

(b) Persons who held the position of assessor on July 1, 1971, and continue to hold the position, and persons who have been certified for appointment as assessor by the Department of Revenue between July 1, 1971, and July 1, 1983, are deemed to be qualified to serve as county assessor. Any other person selected to serve as county assessor must meet the following requirements:

- (1) Be at least 21 years of age as of the date of appointment;
- (2) Hold a high school diploma or certificate of equivalency, or in the alternative, have five years employment experience in a vocation which is reasonably related to the duties of a county assessor;
- (3) Within two years of the date of appointment, achieve a passing score in courses of instruction approved by the Department of Revenue covering the following topics:
 - a. The laws of North Carolina governing the listing, appraisal, and assessment of property for taxation;
 - b. The theory and practice of estimating the fair market value of real property for ad valorem tax purposes;
 - c. The theory and practice of estimating the fair market value of personal property for ad valorem tax purposes; and
 - d. Property assessment administration.
- (4) Upon completion of the required four courses, achieve a passing grade in a comprehensive examination in property tax administration conducted by the Department of Revenue.

(c) **Certification.** – Persons meeting all of the requirements of this section shall be certified by the Department of Revenue. From the date of appointment until the date of certification, persons appointed to serve as county assessor are deemed to be serving in an acting capacity. Any person who fails to qualify within two years after the date of initial appointment shall not be eligible for reappointment until all of the requirements have been met.

(d) In order to retain the position of county assessor, every person serving as county assessor, including those persons deemed to be qualified under the provisions of this act, shall, in each period of 24 months, attend at least 30 hours of instruction in the appraisal or assessment of property as provided in regulations of the Department of Revenue.

(e) The compensation and expenses of the county assessor shall be determined by the board of county commissioners.

(f) **Alternative to separate office of county assessor.** – Pursuant to Act [Article] VI, Section 9 of the North Carolina Constitution, the office of county assessor is hereby declared to be an office that may be held concurrently with any other appointive or elective office except that of member of the

board of county commissioners. (1939, c. 310, ss. 400, 401; 1953, c. 970, ss. 1, 2; 1971, c. 806, s. 1; 1973, c. 476, s. 193; 1983, c. 813, s. 2; 1987, c. 45, ss. 1, 2; 1997-23, s. 5.)

§ 105-295. Oath of office for assessor.

The assessor, as the holder of an appointed office, shall take the oath required by Article VI, § 7 of the North Carolina Constitution with the following phrase added to it: "that I will not allow my actions as assessor to be influenced by personal or political friendships or obligations,". The oath must be filed with the clerk of the board of county commissioners. (1939, c. 310, s. 402; 1971, c. 806, s. 1; 1987, c. 45, s. 1; 1991, c. 110, s. 4; 1991 (Reg. Sess., 1992), c. 1007, s. 21.)

"I, _____, do solemnly swear (or affirm) that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of North Carolina not inconsistent therewith, and that I will faithfully discharge the duties of my office as Tax Assessor for the County of Sampson, and that I will not allow my actions as assessor to be influenced by personal or political friendships or obligations, so help me God."

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO.

2 (b)

Meeting Date: June 3, 2013	<input type="checkbox"/> Information Only <input type="checkbox"/> Report/Presentation <input checked="" type="checkbox"/> Action Item <input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Public Comment <input type="checkbox"/> Closed Session <input type="checkbox"/> Planning/Zoning <input type="checkbox"/> Water District Issue
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SUBJECT: Consideration of Award of Bid for Medicaid Transportation

DEPARTMENT: Social Services

PUBLIC HEARING: No

CONTACT PERSON: Sarah Bradshaw, DSS Director

PURPOSE: To consider award of bid for Medicaid transportation services

ATTACHMENTS: DSS Memorandum; Contract for Medicaid Transportation Services; Bid Tabulations

BACKGROUND: DSS and Finance recently solicited bids for the provision of Medicaid transportation services in Sampson County. Two bids were received, one from Sampson County-based Enroute Transportation Services, Inc. and the other from Harnett County-based Van-Go Transportation, Inc. DSS staff have reviewed the two bids and have recommended that the bid be awarded to Enroute at a bid of \$2.55 per mile, plus fuel surcharge.

Enroute is not the low bidder; however DSS staff have recommended the bid award based upon their belief that Enroute's experience with Medicaid transportation policies and requirements position them as the only bidder capable of responsibly meeting the service requirements. DSS Director Sarah Bradshaw will review the recommendation.

RECOMMENDED ACTION OR MOTION: Consider award of bid for Medicaid transportation services and approve the two-year contract for the period July 1, 2013 to June 30, 2015

Memorandum

To: Ed Causey & David Clack

From: Sarah Bradshaw 

Date: May 22, 2013

Re: Medicaid Transportation Contract – July 1, 2013 to June 30, 2015

After careful review of the two bids recently received from Enroute Transportation Services, Inc. and Van-Go Transportation, Inc. (based currently in Harnett County), ***the Department is recommending that Enroute Transportation Services, Inc. be awarded a two-year contract (attached) for Medicaid Transportation Services for the period of July 1, 2013 to June 30, 2015.***

Enroute currently provides Medicaid Transportation Services for Sampson County at a rate of \$2.15 per mile plus a fuel surcharge as calculated per terms within the contract. Their proposed rate for services effective July 1, 2013 is \$2.55 per mile plus fuel surcharge. Per consultation with Enroute Owner/President, Ricky Moore, it is understood that the \$.40 per mile increase was after considering matters such as: 1) actual trend of increase in 'no show' expenses related to non-reimbursable miles, 2) anticipated increase in Medicaid eligible citizens/referrals, 3) equipment changes - such as GPS technology improvements and 3) a pay increase for drivers (strategy for employee retention and improved labor market competitiveness).

Our Department finds the above efforts not only reasonable but sensible. The Federal and State Government has recently raised standards of performance for Medicaid Transportation processes involving assessments, referrals and transportation. Their audits have increased and potential program non-compliance penalties have been communicated. ***We believe Enroute's sixteen years of Medicaid Transportation experience coupled with recent and proposed operational improvements position the company as the only bidder capable of satisfactorily meeting all related service requirements.***

After reviewing Van-Go Transportation, Inc.'s bid packet and upon subsequent consultation with Owner/President, Azzam Osman, the Department found that this new business (as of March 2013) has no transportation experience of any kind thus far and there is very limited understanding of the scope and nature of Sampson County Medicaid Transportation service requirements. The company has not made any attempt to contact Sampson County DSS to research current/local Medicaid Transportation requirements and has not adequately considered matters such as policy and operational requirements necessary to meet all mandated performance standards.

Again, we are recommending the acceptance of Enroute Transportation Services, Inc.'s bid and approval of the attached contract for services. We thank you for consideration of this recommendation and we are available if further consultation on this matter is needed.

SAMPSON COUNTY MEDICAID TRANSPORTATION

BID OPENING 5/20/2013 AT 11:00 AM

BID TABULATION

Vendor	Bid	Comment
Enroute Transportation	\$2.55 per mile	plus a fuel surcharge of \$.01 per mile for each \$.05 increase in the price of a
		gallon of fuel over \$2.95 using the local Go Gas pricing
Van-Go Transportation	\$1.65 per mile	no fuel surcharge

**CONTRACT # 1 FISCAL YEAR BEGINS JULY 1, 2013 ENDS JUNE 30, 2015
MEDICAID TRANSPORTATION SERVICES**

This contract is hereby entered into by and between the Sampson County Department of Social Services (the "County") and Enroute Transportation (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number is 56-203292 and DUNS Number (optional). N/A

- 1. Contract Documents:** This Contract consists of the following documents:
- (1) This contract
 - (2) The General Terms and Conditions (Attachment A)
 - (3) The Scope of Work, description of services, and rate (Attachment B)
 - (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
 - (5) Conflict of Interest (Attachment D)
 - (6) No Overdue Taxes (Attachment E)
 - (7) Federal Certification Regarding Environmental Tobacco Smoke (Attachment F)
 - (8) Federal Certification Regarding Lobbying (Attachment G)
 - (9) Federal Certification Regarding Debarment (Attachment H)
 - (10) HIPAA Business Associate Addendum (Attachment I)
 - (11) Certification of Transportation (Attachment J)
 - (12) Contract Determination Questionnaire

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 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 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 July 1, 2013 and shall terminate on June 30, 2015,

- 4. Contractor's Duties:** The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

- 5. County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$1,014,600.00. This amount consists of \$1,014,600.00 in Federal funds (CFDA #93.645), \$ 0. in State Funds, \$0. in County funds

- a. There are no matching requirements from the Contractor.
- b. The Contractor's matching requirement is \$ _____, which shall consist of:
- | | |
|---|--|
| <input type="checkbox"/> In-kind | <input type="checkbox"/> Cash |
| <input type="checkbox"/> Cash and In-kind | <input type="checkbox"/> Cash and/or In-kind |

The contributions from the Contractor shall be sourced from non-federal funds.
The total contract amount including any Contractor match shall not exceed \$1,014,600.00.

6. Reporting Requirements:

Contractor shall comply with audit requirements as described in N.C. G.S. § 143C-6-22 & 23 and OMB Circular A-133. and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

7. Payment Provisions:

Payment shall be made in accordance with the Contract Documents as described in the Scope of Work detailed in Attachment B, Item E.

8. 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 County:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Sarah W. Bradshaw, Director	Name & Title	Sarah W. Bradshaw, Director
County	Sampson	County	Sampson
Mailing Address	PO Box 1105	Street Address	360 County Complex Rd, suite 100
City, State, Zip	Clinton, NC 28329	City, State, Zip	Clinton, NC 28328
Telephone	910-592-7131		
Fax	910-592-4297		
Email	sarah.bradshaw@sampsondss.net		

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Ricky N. Moore, President	Name & Title	Ricky N. Moore, President
Company Name	Enroute Transportation Services Inc	Company Name	Enroute Transportation Services, Inc
Mailing Address	PO Box1571	Street Address	1888 Hobbton Hwy
City State Zip	Clinton, NC 28329	City State Zip	Clinton, NC 28328
Telephone	910-592-2546		
Fax	910-592-9999		
Email	rik@intrstar.net		

9. 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.

10. 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.

11. Outsourcing to Other Countries:

The Contractor certifies that it has identified to the County 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 County.

12. Signature Warranty:

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

13. Federal Certifications:

Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

14. Signature Warranty:

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

The Contractor, County and the Finance Officer have executed this contract in triplicate originals, with one original being retained by each party.

Signature	_____	Date	_____
Ricky N. Moore	_____	President	_____
Printed Name		Title	

SAMPSON COUNTY

Signature	_____	Date	_____
Sarah W. Bradshaw	_____	Director	_____
Printed Name		Title	

Signature	_____	Date	_____
<i>(must be legally authorized to sign contracts for County)</i>			
Edwin W. Causey	_____	County Manager	_____
Printed Name		Title	

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

Signature	_____	Date	_____
David K. Clack	_____	County Finance Officer	_____
Printed Name		Title	

**ATTACHMENT A
GENERAL TERMS AND CONDITIONS**

Relationships of the Parties

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

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the County. 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 County 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 County may:

- (a) Forward the Contractor's payment check(s) 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(s).

In no event shall such approval and action obligate the County 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 County 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 County and Contractor that any such person or entity, other than the County 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 County and any of their officers, agents and employees, from any claims of third parties arising out of or any act or omission of the Contractor in connection with the performance of this contract.

Insurance: During the term of the contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

- (a) **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
- (b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- (c) **Automobile Liability Insurance:** The Contractor shall provide automobile liability insurance with a combined single limit of \$500,000.00 for bodily injury and property damage; a limit of \$500,000.00 for uninsured/under insured motorist coverage; and a limit of \$2,000.00 for medical payment coverage. The Contractor shall provide this insurance for all automobiles that are:
 - (a) owned by the Contractor and used in the performance of this contract;
 - (b) hired by the Contractor and used in the performance of this contract; and
 - (c) Owned by Contractor's employees and used in performance of this contract ("non-owned vehicle insurance"). Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner's liability insurance.

The Contractor is not required to provide and maintain automobile liability insurance on any vehicle – owned, hired or non-owned -- unless the vehicle is used in the performance of this contract.

- (d) The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.

- (e) The Contractor understands and agrees that the insurance coverage minimums specified in subparagraph (a) are not limits, or caps, on the Contractor's liability or obligations under this contract.
- (f) The Contractor may obtain a waiver of any one or more of the requirements in subparagraph (a) by demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.
- (g) The Contractor may obtain a waiver of any one or more of the requirements in paragraph (a) by demonstrating that it is self-insured and that its self-insurance provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.
- (h) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the Contractor and is of the essence of this contract.
- (i) The Contractor shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.
- (j) The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.
- (k) The Contractor shall require its subcontractors to comply with the requirements of this paragraph.
- (l) The Contractor shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance to the County before the Contractor begins work under this contract.

Transportation of Clients by Contractor:

The contractor will maintain Insurance requirements if required as noted under Article 7 Rule R2-36 of the North Carolina Utilities Commission.

Default and Termination

Termination Without Cause: The County 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 County 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 County, 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 County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County 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 County of any default or breach in compliance with the terms of this contract by the Provider 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 County 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 County.

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 County. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

Federal Intellectual Property Bankruptcy Protection Act: The Parties agree that the County shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

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.

Title VI, Civil Rights Compliance: In accordance with Federal law and U.S. Department of Agriculture (USDA) and U.S. Department of Health and Human Services (HHS) policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. Under the Food Stamp Act and USDA policy, discrimination is prohibited also on the basis of religion or political beliefs.

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 County 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 County may require to ensure compliance.

Trafficking Victims Protection Act of 2000 :

The Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104)

Executive Order # 24: It is unlawful for any vendor, contractor, subcontractor or supplier of the state to make gifts or to give favors to any state employee. For additional information regarding the specific requirements and exemptions, contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

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 County. 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.

Oversight

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

access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Division. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years 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. 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.

Warranties and Certifications

Date and Time Warranty: The Contractor warrants that the product(s) and service(s) furnished pursuant to this contract ("product" includes, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) that perform any date and/or time data recognition function, calculation, or sequencing will support a four digit year format and will provide accurate date/time data and leap year calculations. This warranty shall survive the termination or expiration of this contract.

Certification Regarding Collection of Taxes: G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Contractor certifies that it and all of its affiliates (if any) collect all required taxes.

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 the county in which the contract originated. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be the county where the contract originated, 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 County and the Contractor.

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.

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 County. 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 County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County 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 established in County policy.

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.

**ATTACHMENT B
SCOPE OF WORK**

Contract # 1

Federal Tax Id. 56-203292

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Enroute Transportation Services Inc.
2. *If different* from Contract Administrator Information in General Contract:
Address SAME
3. Name of Program (s): Medicaid Transportation
4. Status: Public Private, Not for Profit Private, For Profit
5. Contractor's Financial Reporting Year January 1 through December 31

B. Explanation of Services to be provided and to whom (include SIS Service Code):

To provide appropriate Non-Emergency Medical transportation to fully eligible clients certified for Medicaid:

- A copy of the Certificate of Insurance must be submitted to the County on an annual basis. The Contractor must meet statutory requirements for their classification and operator responsibilities. Currently, \$1.5 million liability insurance coverage is required on vehicles with a seating capacity of 15 passengers or less and bodily injury insurance per individual pursuant to NC Utilities Commission Chapter 2, Article 7, Rule 02-36.
- If a commercial vehicle (16 passengers or more) is used to provide client transportation services, the Contractor must provide a copy of the Private Contractor's Certificate of Insurance documenting that the County's Director or designee is an "additional insurer." Current liability insurance coverage is \$5 million for commercial vehicles.
- The Contractor shall report any changes in insurance provider, business ownership or management, or exclusion from participation in Medicare or NC Medicaid to the County within twenty-four (24) hours of the change.
- All insurance claims or inquiries will be handled directly through the Contractor.
- The Contractor will ensure that the driver(s), operating the vehicle for the service, that is being provided, is at least 18 years of age and holds a valid operator's license issued by the North Carolina Division of Motor Vehicles appropriate to the vehicle(s), which will be used to transport the County's clients in accordance with the General Statutes of North Carolina.
- Each vehicle used to transport the County's clients must have a valid State registration and State inspection. The Contractor will notify the County within fifteen (15) days if a vehicle has been added or removed from the fleet..
- The Contractor will participate in an ongoing random alcohol and drug testing program which meets the requirements of the Federal Transit Authority. The Contractor is contractually obligated to pay for the alcohol and drug testing program.
- The Contractor shall perform criminal background checks on all drivers prior to employment and every three years thereafter to ensure the driver has not been convicted of or plead guilty to felony drug charges, assault, abuse and/or neglect, murder, exploitation, terrorism or sex offenses.
- The Contractor will have a driver screening policy and review the driving record of all drivers who transport recipients every 12 months. Drivers must have no more than two chargeable accidents or moving violations in the past three years and must not have a driver's license suspension or revocation within the past five years.
- The Contractor will maintain records documenting compliance with all vehicle and employee requirements specified above.
- The Contractor shall agree that no more than one quarter of one percent of all trips be missed by the Contractor during the course of the contract year.
- The Contractor shall meet on-time performance standards such that no more than five percent of trips should be late for recipient drop off to their appointment per month.
- The Contractor will provide names of all owners, managers, management entities and subcontractors to the County.
- The Contractor will notify the County of any owners, managers, management entities and subcontractors that have been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid or CHIP since the inception of those programs.
- The Contractor will notify the County within 35 days of the date of a request, full and complete information concerning the ownership of any subcontractor with whom a transaction totaling more than \$25,000.00 during the 12 month period ending on the date of the request and of any significant business transactions between the Contractor and any wholly owned supplier/subcontractor during the 5 year period ending on the date of the request.

- All books and records maintained by the Contractor pertaining to this agreement will be open and made available for on-site monitoring by the County and all other levels of State and Federal personnel during normal business hours and upon reasonable notice for the purpose of inspections and audits.
- The Contractor shall report information to the County for each recipient who fails to be available for a scheduled transportation pick up (no-shows) on a daily basis, and information about cancellations on a monthly basis. The County does not pay for no-shows or driver wait time.
- The Contractor shall record and provide to the County a record of all recipient complaints which deal with matters under the Contractor's control. The record shall contain the recipient's name, recipient's Medicaid identification number, date the complaint was made, the nature of the complaint and what steps were taken to resolve the complaint.
- The Contractor will have a written policy and procedure regarding how drivers handle and report incidents, including client emergencies, vehicle breakdowns, accidents and other service delays.
- The Contractor will use the provided transportation billing codes on invoices to the county DSS that are submitted for payment of services provided.
- The County will make specific written referrals to the Contractor by 5:00 PM each County workday with the date of all scheduled trips. It is the responsibility of the Contractor to pick up all referrals from the County by 5:00 PM each County workday. The referral will include the name of the client, Medicaid Individual ID Number, date of requested service, medical provider destination, appointment time, directions to client's home (address and telephone number), and any special needs; i.e., attendant is needed to ride with the client, and the client's ambulation needs. The County may make additional request by telephone and follow up with a faxed referral for same day travel for urgent situations. The Contractor will provide transportation as needed, twenty-four hours a day, seven days a week.
- The Contractor will ensure that only services and stops will be provided as specified on the transportation referral.
- The Contractor must ensure all local oncology and dialysis patients are picked up no later than thirty (30) minutes from completion of their medical visit.
- The County will arrange for an attendant to assist a client when deemed medically necessary by a physician. At other times, the Contractor is required to provide minimal assistance to clients, when needed.
- The Contractor must use proper judgment in meeting the needs of the County's clients. Although frequent stops are not acceptable, the client's request to stop at a restroom or to attend to other urgent health matters would be acceptable.
- All of the Contractor's employees that will be transporting the County's clients to medical providers must wear uniforms. The uniforms must have the names of the Contractor and the employee clearly visible on them. The Contractor must maintain an adequate fleet of vehicles and drivers to accommodate the needs of the County's clients. As the demand for utilization increases, the fleet and drivers must increase proportionately. The fleet of vehicles must be properly equipped to meet the special needs of all of the County's clients. The fleet should be equipped to transport wheelchairs, motorized scooters and any other device or equipment utilized by the County's clients.
- The Contractor will provide initial and ongoing training to all of their staff on acceptable customer service and ethical behavior.
- Private paying passengers may not be transported with the County's clients.
- The Contractor will maintain all vehicles used at all times to provide this service in a safe and operable condition. Safe and operable condition means, the vehicle must be able to pass a North Carolina safety inspection at all times, and have working heat and air conditioning. All vehicles must be furnished with telephones or radios for emergency situations. Vehicles transporting clients covered by this contract must have decals that identify the Contractor. When transporting the County's clients, all federal and state requirements must be followed concerning child restraints. Further, the Contractor shall comply with all applicable laws, ordinances, codes, rules, and regulations in performing the service called for in this agreement. This includes respecting the confidentiality rights of the County's clients. The Contractor must also comply with Title VI of the Civil Rights Act of 1964 as provided in 45 C.F.R. Section 80.3(b), that reads "A recipient under any program to which this part applies may not, directly or through contractual or other arrangements, on grounds of race, or color, or national origin: Deny an individual any service, financial aid, or other benefit provided under this program, or provide any service, financial aid, or other benefit to an individual which is different, or is provided in a different manner, from that provided to others in the program. In complying with Title VI of the Civil Rights Act of 1964, the Contractor must ensure that effective bilingual/interpreter services and or telephone language lines are provided to serve the needs of the County's limited English-speaking clients.
- The Contractor must maintain an adequate fleet of vehicles and staff to ensure clients are not subjected to excessive wait times even if this requires additional trips. Clients with appointments within a 60-mile radius from their home should not be picked up more than two hours in advance of their scheduled appointments. The Contractor will ensure that clients reach their appointments on time and should not have to wait over one hour upon completion of their appointment to be picked up for their return transport home. The Contractor will ensure that at least two vehicles will be sent for the Raleigh, Durham, and Chapel Hill appointments. At least one vehicle should be dispatched for morning appointments and at least one vehicle dispatched for afternoon appointments in order to prevent excessive wait times for clients when going to or returning home from their appointment. In the event an unforeseen situation arises that will prevent the Contractor from transporting clients to their appointments on time, the Contractor should notify the County immediately.
- The Contractor will meet monthly, for the first three months of this contract period, with the County to discuss and resolve any issues between either parties. At the end of this period, the Contractor and the County will meet at least bi-monthly.

C. Rate per unit of Service (mile driven):

Negotiated County Rate - \$2.55 per mile plus fuel surcharge of \$.01 (one cent) for each \$.05 (five cent) the monthly average price per gallon of gasoline is above \$2.95 per gallon (average per gallon cost is based on pump prices of regular gasoline at K.E. Austin/Go Gas in Clinton, NC) or \$2.55 per mile less fuel surcharge of \$.01 (one cent) for each \$.05 (five cent) the monthly average per gallon price is below \$2.95 per gallon (average per gallon cost is based on pump prices of regular gasoline at K.E. Austin/Go Gas in Clinton, NC).

D. Number of units to be provided:

Estimated 410,768 miles.

E. Details of Billing process and Time Frames:

Contractor will submit to the County on or before the 5th day of the month after the month of service an invoice based on the rates in Section C above for the cost of the Transportation Services rendered during the month. Contractor will utilize all mutually agreed upon invoice documents which must include appropriate billing codes per all relevant policy. If documents are submitted timely, Contractor will be paid on the 20th day of the month of submission.

F. Area to be served/Delivery site(s):

Sampson County, Chapel Hill, Dunn, Durham, Fayetteville, Goldsboro, Raleigh, Wilmington and other service areas in North Carolina.

Sarah W. Bradshaw

Ricky N. Moore

Date

Date

ATTACHMENT C
CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
AND CERTIFICATION REGARDING NONDISCRIMINATION

Sampson County Department of Social Services

- I. By execution of this Agreement the Contractor certifies that it will provide a drug-free workplace by:
- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Contractor's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - C. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (A);
 - D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the agreement, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - E. Notifying the County within ten days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction;
 - F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

- II. The site(s) for the performance of work done in connection with the specific agreement are listed below:
Sampson County, Chapel Hill, Dunn, Durham, Fayetteville, Goldsboro, Raleigh, Wilmington and other service areas in North Carolina.

Contractor will inform the County of any additional sites for performance of work under this agreement.

False certification or violation of the certification shall be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment

Section 4 CFR Part 85, Section 85.615 and 86.620.

Certification Regarding Nondiscrimination

The Vendor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug

abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

Signature – Ricky N. Moore

President
Title

Enroute Transportation Services Inc.
Agency/Organization

Date

ATTACHMENT D CONFLICT OF INTEREST POLICY

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. **Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

E. **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists. In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

F. **Violations of the Conflicts of Interest Policy** -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

G. Record of Conflict -- The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

Enroute Transportation Services, Inc.
Name of Organization

Signature of Organization Official

Date

NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of Sampson

I, _____, Notary Public for said County and State, certify that Ricky N. Moore personally appeared before me this day and acknowledged that he/she is President of Enroute Transportation Services, Inc. and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body on the 1st day of July, 2013.

Sworn to and subscribed before me this _____ day of _____, _____.

(Official Seal)

Notary Public

My Commission expires _____, 20 _____

ATTACHMENT E
NO OVERDUE TAX DEBTS

ENROUTE TRANSPORTATION SERVICES, INC.

P O Box 1571
Clinton, NC 28329
(910) 592-9248

July 1, 2013

To: Sampson County Department of Social Services

Certification:

I certify that Enroute Transportation Services Inc. does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

Sworn Statement:

Ricky N. Moore being duly sworn, say that I am the President of Enroute Transportation Services Inc. of Clinton in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of my knowledge and was made and subscribed by me. I also acknowledge and understand that any misuse of State/Federal funds will be reported to the appropriate authorities for further action.

Ricky N. Moore

President
Enroute Transportation Services, Inc.

Sworn to and subscribed before me this _____ day of _____, _____.

(Official Seal)

Notary Public

My Commission expires _____, 20 _____

ATTACHMENT F
CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Sampson County Department of Social Services

Certification for Contracts, Grants, Loans and Cooperative Agreements

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this application, the Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards which contain provisions for children's services and that all subgrantees shall certify accordingly.

	President
Signature	Title

Enroute Transportation Services Inc.	
Agency/Organization	Date

ATTACHMENT G
CERTIFICATION REGARDING LOBBYING

Sampson County Department Of Social Services
Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Notwithstanding other provisions of federal OMB Circulars A-122 and A-87, costs associated with the following activities are unallowable:

Paragraph A.

- (1) Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activity;
- (2) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections;
- (3) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity), or with any Government official or employee in connection with a decision to sign or veto enrolled legislation;
- (4) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign; or
- (5) Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.

The following activities as enumerated in Paragraph B are excepted from the coverage of Paragraph A:

Paragraph B.

- (1) Providing a technical and factual presentation of information on a topic directly related to the performance of a grant, contract or other agreement through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof, in response to a documented request (including a Congressional Record notice requesting testimony or statements for the record at a regularly scheduled hearing) made by the recipient member, legislative body or subdivision, or a cognizant staff member thereof; provided such information is readily obtainable and can be readily put in deliverable form; and further provided that costs under this section for travel, lodging or meals are unallowable unless incurred to offer testimony at a regularly scheduled Congressional hearing pursuant to a written request for such presentation made by the Chairman or Ranking Minority Member of the Committee or Subcommittee conducting such hearing.
- (2) Any lobbying made unallowable by subparagraph A (3) to influence State legislation in order to directly reduce the cost, or to avoid material impairment of the organization's authority to perform the grant, contract, or other agreement.
- (3) Any activity specifically authorized by statute to be undertaken with funds from the grant, contract, or other agreement.

Paragraph C.

- (1) When an organization seeks reimbursement for indirect costs, total lobbying costs shall be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs in accordance with the procedures of subparagraph B.(3).
- (2) Organizations shall submit, as part of the annual indirect cost rate proposal, a certification that the requirements and standards of this paragraph have been complied with.
- (3) Organizations shall maintain adequate records to demonstrate that the determination of costs as being allowable or unallowable pursuant to this section complies with the requirements of this Circular.
- (4) Time logs, calendars, or similar records shall not be required to be created for purposes of complying with this paragraph during any particular calendar month when: (1) the employee engages in lobbying (as defined in subparagraphs (a) and (b)) 25 percent or less of the employee's compensated hours of employment during that calendar month, and (2) within the preceding five-year period, the organization has not materially misstated allowable or unallowable costs of any nature, including legislative lobbying costs. When conditions (1) and (2) are met, organizations are not required to establish records to support the allowability of claimed costs in addition to records already required or maintained. Also, when conditions (1) and (2) are met, the absence of time logs, calendars, or similar records will not serve as a basis for disallowing costs by contesting estimates of lobbying time spent by employees during a calendar month.
- (5) Agencies shall establish procedures for resolving in advance, in consultation with OMB, any significant questions or disagreements concerning the interpretation or application of this section. Any such advance resolution shall be binding in any subsequent settlements, audits or investigations with respect to that grant or contract for purposes of interpretation of this Circular; provided, however, that this shall not be construed to prevent a contractor or grantee from contesting the lawfulness of such a determination.

Paragraph D.

Executive lobbying costs. Costs incurred in attempting to improperly influence either directly or indirectly, an employee or officer of the Executive Branch of the Federal Government to give consideration or to act regarding a sponsored agreement or a regulatory matter are unallowable. Improper influence means any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a federally sponsored agreement or regulatory matter on any basis other than the merits of the matter.

Signature

Enroute Transportation Services, Inc.
Agency/Organization

President
Title

Date

ATTACHMENT H
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER COVERED TRANSACTIONS**

Sampson County Department Of Social Services

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to which the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency of which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature

President
Title

Enroute Transportation Services, Inc.
Agency/Organization

Date

ATTACHMENT I
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUSINESS ASSOCIATE ADDENDUM

Sampson County Department of Social Services

This Agreement is made effective the 1st day of July, 2013, by and between Sampson County Department of Social Services ("Covered Entity") and Enroute Transportation Services, Inc. ("Business Associate") (collectively the "Parties").

1. BACKGROUND

- a. Covered Entity and Business Associate are parties to a contract entitled Medicaid Transportation Services (the "Contract"), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. Covered Entity is an organizational unit of Sampson County as the Sampson County Department of Social Services (DSS) as a health care component for purposes of the HIPAA Privacy Rule.
- c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a "business associate" within the meaning of the HIPAA Privacy Rule.
- d. The Parties enter into this Business Associate Addendum to the Contract with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate, and may allow a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS

Unless some other meaning is clearly indicated by the context, the following terms shall have the following meaning in this Agreement:

- a. "HIPAA" means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- b. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- c. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- d. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- e. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.103.
- f. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his designee.
- g. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy Rule.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

- f. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- g. Business Associate agrees, at the request of the Covered Entity, to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526.
- h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Sampson County Department of Social Services, in a time and manner designated by the Secretary, for purposes of the Sampson County Department of Social Services determining Covered Entity's compliance with the Privacy Rule.
- i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, and to provide this information to Covered Entity or an Individual to permit such a response.

4. PERMITTED USES AND DISCLOSURES

- a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Contract permits, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure:
 - 1) would not violate the Privacy Rule if done by Covered Entity; or
 - 2) would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information as necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that:
 - 1) disclosures are Required By Law; or
 - 2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- d. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- e. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the Contract or other applicable law or agreements.

5. TERM AND TERMINATION

- a. **Term.** This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
 - 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - 2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or

- 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.

c. Effect of Termination.

- 1) Except as provided in paragraph (2) of this section or in the Contract or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- 2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. GENERAL TERMS AND CONDITIONS

- a. This Agreement amends and is part of the Contract.
- b. Except as provided in this Agreement, all terms and conditions of the Contract shall remain in force and shall apply to this Agreement as if set forth fully herein.
- c. In the event of a conflict in terms between this Agreement and the Contract, the interpretation that is in accordance with the Privacy Rule shall prevail. In the event that a conflict then remains, the Contract terms shall prevail so long as they are in accordance with the Privacy Rule.
- d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract for cause.

SIGNATURES: _____

Date: _____

Rev. 7-1-2013

**ATTACHMENT J
CERTIFICATION REGARDING TRANSPORTATION**

Sampson County Department of Social Services

By execution of this Agreement the Contractor certifies that it will provide safe client transportation by:

1. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;
2. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;
3. Insuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;
4. Insuring that the contractor shall have written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractor notifies the Sampson County Department of Social Services;
5. Insuring that no more than one quarter of one percent of all trips be missed by the contractor during the course of the contract period;
6. Insuring that that no more than five percent (5%) of trips should be late for recipient drop off to their appointment per month;
7. Contractor will maintain records documenting the following (*County may require contractor to provide*):
 - a. Valid current copies of Drivers License for all drivers;
 - b. Current valid Vehicle Registration, for all vehicles transporting clients;
 - c. Driving records for all drivers for the past three years and with annual updates;
 - d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
 - e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.
8. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs (*signature on this form confirms this statement*).

Signature

President

Title

Enroute Transportation Services, Inc.

Agency/Organization

Date

CONTRACT PROVIDER NAME: Enroute Transportation Services, Inc.
CONTRACT NUMBER: 1
CONTRACT PERIOD: July 1, 2013 - June 30, 2015
PROVIDER'S FISCAL YEAR: January - December

**CONTRACT DETERMINATION QUESTIONNAIRE
 (PURCHASE OF SERVICE VS. FINANCIAL ASSISTANCE)**

Instructions: Enter 5 points for each factor in either the yes or no column. Once the entire list has been completed tally the points in each column. The column with the most points should be a good indicator of the designation of the organization--either Financial Assistance (Grant) or Vendor (Purchase of Service).

Determination Factors	5 points	5 points
	Financial Assistance YES	Purchase of Service NO
1 Does the provider determine eligibility?		5
2 Does the provider provide administrative functions such as Develop program standards procedures and rules?		5
3 Does the provider provide administrative functions such as Program Planning?		5
4 Does the provider provide administrative functions such as Monitoring?		5
5 Does the provider provide administrative functions such as Program Evaluation?		5
6 Does the provider provide administrative functions such as Program Compliance?		5
7 Is provider performance measured against whether specific objectives are met?	5	
8 Does the provider have responsibility for programmatic decision making?		5
9 Is the provider objective to carry out a public purpose to support an overall program objective?	5	
10 Does the provider have to submit a cost report to satisfy a cost reimbursement arrangement?		5
11 Does the provider have any obligation to the funding authority other than the delivery of the specified goods/services?		5
12 Does the provider operate in a noncompetitive environment?		5
13 Does the provider provide these or similar goods and/or services only to the funding agency?	5	
14 Does the provider provide these or similar goods and/or services outside normal business operations?		5
TOTAL	15	55

Note: The authorized individual(s) must place an X in one of the boxes below to indicate the type of contractual arrangement for this contract, then sign and date where indicated.

FINANCIAL ASSISTANCE

PURCHASE SERVICE

Signature of Authorized Programmatic Individual

DATE

Signature of Authorized Administrative Individual

DATE

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO.

2 (c)

Meeting Date: June 3, 2013	<input type="checkbox"/> Information Only <input type="checkbox"/> Report/Presentation <input checked="" type="checkbox"/> Action Item <input type="checkbox"/> Consent Agenda	<input checked="" type="checkbox"/> Public Comment <input type="checkbox"/> Closed Session <input type="checkbox"/> Planning/Zoning <input type="checkbox"/> Water District Issue
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SUBJECT: Public Hearing - Closeout of NC Tomorrow CDBG Grant Program (11-C-2280)

DEPARTMENT: Finance

PUBLIC HEARING: Yes

CONTACT PERSON: Joel Strickland, Grant Administrator
Mid Carolina Council of Governments

PURPOSE: To conduct required public hearing for the closeout of the NC Tomorrow CDBG grant project

ATTACHMENTS: Public Notice

BACKGROUND: The Division of Community Assistance requires that a public hearing be held at the conclusion of a Community Development Block Grant (CDBG) funded project. Grant Administrator Joel Strickland will be present to provide the final report on the NC Tomorrow Initiative CDBG project.

PRIOR BOARD ACTION: NC Tomorrow Strategic Plan draft was presented at the February 4, 2013 meeting

RECOMMENDED ACTION OR MOTION: No action required

NOTICE OF PUBLIC HEARING
SAMPSON COUNTY, NORTH CAROLINA
FISCAL YEAR 2013 COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM (NC TOMORROW)

Notice is hereby given that the Sampson County Board of Commissioners will hold a public hearing on Monday, June 3, at 7:00 p.m., in the County Auditorium, Sampson County Administration Building, 435 Rowan Road, Clinton, NC. The purpose of this hearing is to review the budget and activities that have been accomplished through the county's FY13 CDBG North Carolina Tomorrow Grant Program. The program activities are complete, and the county is in the process of closing out the program.

All interested citizens are encouraged to attend this public hearing, and all comments are welcome. Anyone wishing to submit written comments should do so by mailing them directly to Susan J. Holder, Assistant County Manager/Clerk to the Board, 406 County Complex Road, Clinton, NC 28328, no later than 5:00 p.m., June 3, 2011.

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO.

2 (d)

Meeting Date: June 3, 2013	<input type="checkbox"/> Information Only <input type="checkbox"/> Report/Presentation <input checked="" type="checkbox"/> Action Item <input type="checkbox"/> Consent Agenda	<input checked="" type="checkbox"/> Public Comment <input type="checkbox"/> Closed Session <input type="checkbox"/> Planning/Zoning <input type="checkbox"/> Water District Issue
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SUBJECT: Public Hearing - Proposed Appropriations and Expenditures for Economic Development Activities for Project Trio

DEPARTMENT: Economic Development

PUBLIC HEARING: Yes

CONTACT PERSON: John Swope, Economic Developer

PURPOSE: To solicit public comment on the proposed appropriations and expenditures for economic development activities

ATTACHMENTS: Public Notice

BACKGROUND: Economic Developer John Swope will present the appropriations and expenditures proposed as performance-based business incentives for the location of a forest products manufacturer at the 200 acre +/- site at I-40, Exit 355. The proposed appropriations and expenditures would be made pursuant to a written agreement, wherein the company will commit to make certain capital investments and to maintain certain levels of employment, which Mr. Swope will review.

RECOMMENDED ACTION OR MOTION: Consider approval of incentive agreement and associated documents

LEGAL CLASSIFIED - PUBLIC REGARDING PROJECT TRIO

The Board of Commissioners of Sampson County, North Carolina, will hold a public hearing on Monday, June 3, 2013, at 7:00 p.m., or as soon thereafter as the matter may be heard, in the Sampson County Auditorium, 435 Rowan Road, Clinton, North Carolina. The purpose of the public hearing is to receive public comment concerning proposed appropriations and expenditures for economic development activities related to Project Trio, a forest products manufacturer. The proposed site(s) for the economic development activities are identified as the 200+/- acres located at Interstate 40, Exit 355 in Sampson County.

The appropriations and expenditures will be made pursuant to a written agreement. Under this agreement, the County would provide performance-based business incentive payments over a ten-year period:

Potential Performance Based Incentives - Alternative A

Site Development (buffer site purchase, wetlands mitigation, natural gas line extension)	\$1,601,082
Direct Incentives	\$1,442,291
Site Acquisition (180 acre site, 11 acre non-developed site)	\$1,252,005

Potential Performance Based Incentives - Alternative B

Site Development (wetlands mitigation, natural gas line extension)	\$ 661,082
Direct Incentives	\$1,742,313
Site Acquisition (180 acre site, 11 acre non-developed site)	\$1,252,005

The company would commit to make certain capital investments in the County and to maintain certain levels of employment. The potential public benefits to be derived from this agreement include the company's taxable investment of \$117,750,000; anticipated direct company employment of 79 people, at an average annual salary of \$36,682; anticipated indirect employment in excess of 100 jobs and 300 jobs during construction; and regional wood biomass feedstock purchases in excess of \$35,000,000.

Additional information on the company and the project will be available at the time of the hearing, including a map identifying the proposed site(s). The terms of any agreement between the County and the company, however, will be subject to further completion and amendment based on comments received at the hearing and continued negotiations between the County and the company. The Board of Commissioners expects to take action concerning the proposed agreement and the related transactions immediately following the hearing.

Additional information on the subject of the hearing is available from Mr. John Swope, Executive Director, Sampson County Economic Development Commission (910/592-8921) during regular business hours. Persons wishing to make written comments concerning the subject of the public hearing should direct them to the Clerk to the Board of Commissioners, Sampson County, 406 County Complex Road, Clinton, North Carolina 28328, or by fax to 910/592-1945.

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 2 (e)

Meeting Date: June 3, 2013	<input type="checkbox"/> Information Only	<input type="checkbox"/> Public Comment
	<input type="checkbox"/> Report/Presentation	<input type="checkbox"/> Closed Session
	<input checked="" type="checkbox"/> Action Item	<input type="checkbox"/> Planning/Zoning
	<input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Water District Issue

SUBJECT: Appointments
DEPARTMENT: Governing Body
PUBLIC HEARING: No
CONTACT PERSON: Susan J. Holder, Assistant County Manager
PURPOSE: To consider appointments to various boards and commissions

Cumberland Community Action Program Board Commissioner Strickland has advised that he is no longer able to serve on this Board and has requested that another commissioner or designee be appointed.

Transportation Advisory Board Lorie Sutton, Director of Aging, has requested the appointment of Youlanda Hoxie, CCAP Case Manager II, to the Transportation Advisory Board.

JCPC Board The Juvenile Crime Prevention Council has requested the reappointment of some of its members as follows:

Terrace Miller, representing City Schools	term June 2013 - June 2014
Rev. Roger A. White, representing faith community	term June 2013 - June 2014
Darold Cox, representing general public	term June 2013 - June 2014
Billy Frank Jackson, representing general public	term June 2013 - June 2014

NORTH CAROLINA'S
SAMPSON COUNTY

OFFICE OF THE BOARD OF COMMISSIONERS

May 6, 2013

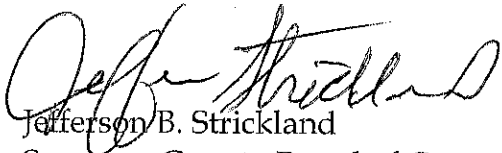
Cynthia Wilson, CEO
Cumberland Community Action Program, Inc.
316 Green Street
PO Box 2009
Fayetteville, NC 28302

Dear Ms. Wilson:

It is with regret that I must advise that I am unable to continue my service on the CCAP Board of Directors at this time. I applaud the work done by you in your agency, and wish you well in your endeavors as you seek to assist the citizens of Sampson County and our region. I will advise the Sampson County Board of Commissioners of my resignation by copy of this letter, and County staff will provide the name and contact information of my replacement as soon as it is available.

Thank you for the opportunity to work with your organization.

Sincerely,



Jefferson B. Strickland
Sampson County Board of Commissioners

Cc: Sampson County Board of Commissioners
Edwin W. Causey, County Manager
Susan J. Holder, Assistant County Manager/Clerk to the Board

Susan Holder

From: Lori Sutton [lbsutton@sampsonnc.com]
Sent: Tuesday, May 21, 2013 1:39 PM
To: Susan Holder
Subject: FW: Transportation Advisory Board

Susan,

Cynthia Wilson with CCAP has given permission for Youlanda Hoxie, CCAP Case Manager II, to serve on our Transportation Advisory Board. Will you please request this appointment from the BOC.

Thank you.

Lorie

From: Cynthia Wilson [mailto:cynthia.wilson@ccap-inc.org]
Sent: Monday, May 20, 2013 2:22 PM
To: Lori Sutton
Cc: Stephanie Ashley
Subject: Fwd: Transportation Advisory Board

Lori:
Youlanda Hoxie, CCAP Case Manager II, is the person whom CCAP is submitting to serve on the Transportation Advisory Board. Do you need that on letterhead, or is email sufficient? Anything else needed to accompany this submission?

Cynthia

----- Forwarded message -----

From: **Stephanie Ashley** <stephanie.ashley@ccap-inc.org>
Date: Mon, May 20, 2013 at 1:38 PM
Subject: Re: Transportation Advisory Board
To: Cynthia Wilson <cynthia.wilson@ccap-inc.org>

Ms. Wilson:

The last meeting was attending by Youlanda Hoxie, Case Manager and Raquel Rosario, Program Support Aide. We can submit Youlanda Hoxie's name. Thanks, Stephanie

On Mon, May 20, 2013 at 1:33 PM, Cynthia Wilson <cynthia.wilson@ccap-inc.org> wrote:

Stephanie:

Whose name would you like me to submit to Lori Sutton to serve on the Sampson County Transportation Advisory Board. With transportation as such a concern for the residents of Sampson County that we serve, I think this board is aligned with finding solutions to the challenge we see. Comment?

Cynthia

NORTH CAROLINA'S
SAMPSON COUNTY

FINANCE DEPARTMENT
David K. Clack, Finance Officer

June 3, 2013

Susan J. Holder

Assistant County Manager

Dear Mrs. Holder,

The Department of Juvenile Justice & Delinquency Prevention met Monday, May 20, 2013. This meeting resulted in the following recommendations to the Board of Commissioners for the reappointment of the following JCPC members for another term. I would like to request that this be presented to the Board for their approval.

All members for reappointment were in attendance and have accepted reappointment for another term. They are as follows:

- | | | |
|-----------------------|-----------------|---------------------|
| • Terrace Miller | City Schools | June/2013-June/2014 |
| • Rev. Roger A. White | Faith Community | June/2013-June/2014 |
| • Darold Cox | General Public | June/2013-June/2014 |
| • Billy Frank Jackson | General Public | June/2013-June/2014 |

Sincerely,



David K. Clack

Sampson County Finance Officer

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 3

Meeting Date: June 3, 2013	<input type="checkbox"/> Information Only	<input type="checkbox"/> Public Comment
	<input type="checkbox"/> Report/Presentation	<input type="checkbox"/> Closed Session
	<input type="checkbox"/> Action Item	<input type="checkbox"/> Planning/Zoning
	<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Water District Issue

SUBJECT: Consent Agenda

DEPARTMENT: Administration/Multiple Departments

ITEM DESCRIPTIONS/ ATTACHMENTS:

- a. Approve minutes of the May 6, 2013; May 8, 2013; and May 14, 2013 meetings
- b. Adopt resolution authorizing the execution of the State Aid to Airports Grant agreement for Grant Project 36237.12.10.2 (Obstruction Removal-Tree Topping (design/construction))
- c. Approve updated Records Retention and Disposition Schedule for County Management (April 15, 2013 version); authorize development of internal policies for those documents with disposition instruction "destroy when administrative value ends"
- d. Authorize extension of Department of Aging's nutrition services contract with Bateman for one additional year to allow Sampson County to bid services in same year as surrounding counties
- e. Adopt resolution authorizing execution of the contract between the County and VFG Leasing for the propane equipment for the Sheriff vehicles
- f. Approve late property tax exemption application from Phillip Lee Hudson (parcels 19-1064200-09; 19-1064200-08)
- g. Approve tax refunds
- h. Approve budget amendments

RECOMMENDED

ACTION OR MOTION: Motion to approve Consent Agenda as presented

The Sampson County Board of Commissioners convened for their regular meeting at 7:00 p.m. on Monday, May 6, 2013 in the County Auditorium, 435 Rowan Road in Clinton, North Carolina. Members present: Chairman Billy Lockamy, and Commissioners Albert D. Kirby, Jr., Harry Parker, and Jefferson Strickland. Absent: Vice Chairman Jarvis McLamb (who was hospitalized).

The Chairman convened the meeting and called upon Commissioner Kirby for the invocation. Commissioner Strickland then led the Pledge Allegiance.

Commissioner Strickland reported that he had talked with Mrs. Joyce McLamb an hour previous to the meeting; she told him that Commissioner McLamb continues to be diligent with his physical therapy, and he was thinking clearer. The family was pleased with his progress. Commissioner Kirby added that he had spoken with Commissioner McLamb on the telephone. He noted that Commissioner McLamb still displayed his sense of humor, having stated to Mr. Kirby that if the commissioners did something too far into the taxpayers' pockets with the budget he might have another stroke.

Chairman Lockamy recognized Clinton High School student Lauren Johnson, attending the meeting as a Civics class assignment.

Approval of Agenda

Upon a motion made by Commissioner Strickland and seconded by Commissioner Parker, the Board voted unanimously to approve the agenda with the addition of item c, a discussion regarding an appointment to the Eastpointe MCO Board of Directors and item d, a discussion of the removal of mobile units at Sampson Community College to Tab 3, Action Items.

Roads

Monthly Report - NCDOT Keith Eason, NCDOT Assistant District Engineer, was present to answer questions and concerns of the Board and citizens in attendance. Mr. Eason reported that Litter Sweep had been successful and had resulted in a good cleanup effort. Mr. Eason reported that SR 1446 (Autryville Road) from Green Path Road to US 13 was under contract and should be resurfaced within the next month. He further reported that utility issues had delayed work on Keith Road, but it should be constructed this year. Commissioner Strickland commended the Department efforts with Litter Sweep but reported that White Woods Road still needed assistance. Commissioner Kirby questioned if the land acquisition process had been completed

with respect to Highway 24, and Mr. Eason explained that the majority of acquisition had been completed, but there were always lagging issues. He added that condemnation processes could be underway if there were lingering concerns.

Item 1: Planning and Zoning Items

ZA-3-13-1 Chairman Lockamy opened the public hearing and called upon Planning Director Mary Rose who reviewed the request to amend Section 4.6 of the Sampson County Zoning Ordinance with regard to Substandard Lots of Record. Ms. Rose reported that the request was brought upon unanimous recommendation of the Planning Board. She noted that in the current Sampson County Zoning Ordinance there are many existing lots of record in Sampson County which are below the minimum development standards. She explained that in a zoning district where there is access to public water, the minimum lot size is 25,000 square feet, and where there is not access to public water, the minimum lot size is 30,000 square feet. Because there are many below-standard lots of record, over the past few years the Planning Board has noted there have been a number of variances to come before their board which exceed the 30 percent threshold for which planning staff can issue permits if the lots meet development requirements. The Planning Board, she stated, at the request of planning staff, had recommended that the zoning ordinance text be revised to where if any substandard lot of record can meet Sampson County Environmental Health regulations for the placement of a well and septic tank on the property and can also meet Sampson County zoning ordinance setback requirements, then staff can administratively issue them a zoning permit as opposed to the issue having to be brought before the Planning Board for a variance. What this does, she noted, is save the citizens of Sampson County from having to go before the Board. She added this had been discussed with the Inspections Department and Environmental Health, and they saw no reason why this should not work well for the citizens of Sampson County. Ms. Rose clarified that there were a number of existing substandard lots; no new lots could be developed as substandard. Commissioner Kirby asked if there were an immediate need for action on this request as he would like to have additional time to review it to fully understand the ramifications of the action. Upon a motion made by Commissioner Kirby and seconded by Commissioner Parker, the Board voted unanimously to continue the hearing until June 3, 2013.

ZA-3-13-2 Chairman Lockamy opened the public hearing and called upon Planning Director Mary Rose who reviewed the request to amend Section 9.3 of the Sampson County Zoning Ordinance to include Memorial Plaque as a Sign Not Requiring a Permit from the Zoning Officer. Ms. Rose explained that in the current ordinance there were signs which do not require a permit from the Planning Department. Ms. Rose explained the incident which brought this matter to the attention of planning staff wherein a citizen in the southern portion of the County desired to have a plaque or piece of artwork located on her family farm property to identify her

homeplace. When the citizen visited the Planning Department for a permit, staff had no zoning provision under which to issue the permit. Ms. Rose reviewed the proposed text which identified memorial plaques as cornerstones, historical tablets, grave markers and other remembrances which are placed upon the property they identify (not at an intersection or off the property). These signs would be limited to a maximum of 64 square feet in signs surface area, 12 feet in height and would not be used for advertising or commercial purposes, i.e., not as a billboard to advertise a business. Commissioner Kirby questioned how often such request would come up, and Ms. Rose stated that it was not often but that staff had seen other such similar signs. Commissioner Kirby asked if the committee that exists now to review memorials placement would be involved, and staff noted that this committee would only involve the placement of memorial plaques on government property. Ms. Rose added that in the planning world if there is no existing provision, then regulations were developed to address it. The proposed text amendment would simply offer parameters as to maximum size and placement and clarify that no permit would be required for such sign. Chairman Lockamy if such regulations existed in other counties and Ms. Rose stated yes and noted a few surrounding counties with similar regulations. Commissioner Kirby questioned if this simply created more bureaucracy. Chairman Lockamy opened the floor for comments, and the following were received:

Ann Knowles: I am a landowner. If I wanted to put up a sign on the side of my barn, why do I have to come and ask for permission? I am not on the right-of-way, and citizens have enough sense to know if you put it on the state right-of-way, the state will take it up. If it is back on my property, why is this an issue? [Ms. Rose reiterated that the planning board was most concerned about maximum parameters for size and the fact of the sign's non-commercial use. It was noted that bona fide farms would not be considered commercial use.]

Larry Sutton: I am concerned about the current anti-government stance that some people already have. They think the government is already interfering too much, and in some ways they might already be. We don't want to provide fodder for those who feel that way now and feel the government is once again overstepping onto my personal arena. I would think that this should be left alone unless it becomes an issue in the future by what someone has done which might infringe upon my rights. Even then, they have the free speech to do that. This may be a can of worms you want to leave closed.

County Attorney Annette Chancy Starling asked Ms. Rose that as she currently interpreted the County Zoning Ordinance, if something was not included was it assumed to be prohibited, and Ms. Rose stated yes; it were not provided for or permitted, it is not allowed. Ms. Chancy Starling asked if this were the rationale for bringing this amendment for approval. Ms. Rose agreed that the planning staff's interpretation of the ordinance was that if it is not specifically provided for, then it is

prohibited. Ms. Starling noted that this was typically what she had encountered in legal questions regarding zoning ordinances and that the School of Government typically advises this way. Commissioner Kirby stated he had always taken exception to this. Commissioner Strickland made a motion to approve the zoning amendment request as recommended by the Planning Board, which was seconded by Commissioner Lockamy. After further discussion, the motion was withdrawn. Upon a motion made by Commissioner Lockamy and seconded by Commissioner Kirby, the Board voted unanimously to continue the hearing until June 3, 2013.

ZA-3-13-3 Chairman Lockamy opened the public hearing and called upon Planning Director Mary Rose who reviewed the request to amend to amend Section 4.4 of the Sampson County Zoning Ordinance with regard to the Relationship of Buildings to a Lot. Ms. Rose reported that this had been unanimously recommended by the Planning Board. She explained that currently if a citizen had two dwellings on a piece of property, they must be 100 feet apart. There is a provision in the Zoning Ordinance that as long as the dimensional criteria can be met, for example with public water on 25,000 square feet of land, there could be two dwellings on a 50,000 square foot parcel, but this would require them to be 100 feet apart. She explained that a situation had come to staff's attention whereby a gentleman wanted to add another home on the property with an existing residence , but he did not have the ability to keep the two dwellings 100 feet apart. After speaking with Building Inspections and Environmental Health Directors, staff understood why they were separation requirements between dwellings, i.e., for septic drain lines, building and fire code, etc. However, after speaking with Environmental Health and Building Inspections, rather than having this gentleman accomplish his request through the subdivision process, which indeed he could have with 15 feet setback on each side (30 feet of separation between the dwellings), they saw no reason why the 100 feet separation should be required. Both Environmental Health and Building Inspections agreed that 50 feet would be sufficient separation to address any concerns relative to septic drain lines and health and safety regulations. This was discussed with the Planning Board, who recommended the reduction in the zoning ordinance amendment to 50 feet. Commissioner Kirby questioned that the original separation was originally set for health and safety reasons, and Ms. Rose clarified that the separation requirement in the current zoning ordinance had not been recommended by Inspections or Environmental Health, rather the verbiage used was from the Bladen County ordinance from which Sampson County's ordinance was developed in 2004. She reiterated that the request was not compromising environmental health as the same result could be achieved through the subdivision process to divide the property into two lots. Commissioner Kirby asked how many similar instances there had been since this request was the result of an single issue brought to the attention of the planning staff, and Ms. Rose stated that this was the only time. However, she could not estimate how many times persons would have subdivided property to address similar situations. Upon a motion made by Commissioner Kirby and seconded by Commissioner Parker, the Board voted unanimously to continue the hearing until June 3, 2013.

ZA-3-13-4 Chairman Lockamy opened the public hearing and called upon Planning Director Mary Rose who reviewed the request to amend Section 4.13 of the Sampson County Zoning Ordinance with regard to the location of Accessory Structures/Buildings. Ms. Rose explained that accessory structures were detached structures in addition to the primary residence such as a storage building or garage. The existing ordinance's language includes a minimum distance of 30 feet between principal structures and accessory buildings. After review with Environmental Health and Inspections, it was recommended to the Planning Board that this be reduced to 10 feet. The other aspect of this request, she noted, was to amend the ordinance to clarify that an accessory building could be located on a contiguous parcel to the property, but not on a non-contiguous parcel. Upon a motion made by Commissioner Kirby and seconded by Commissioner Parker, the Board voted unanimously to continue the hearing until June 3, 2013.

RZ-4-13-1 Chairman Lockamy opened the public hearing and called upon Planning Director Mary Rose who reviewed the request to rezone approximately 2 acres at 6715 Plainview Highway from MRD-Mixed Residential Agriculture to C-Commercial. Ms. Rose reported that this was unanimously recommended by the planning board, and noted the facts with regards to this property, and reported that notification had been made to surrounding property owners with no opposition. She reported that the planning board found this request to be consistent with the land use plan. There being no further comments, the hearing was closed. Upon a motion made by Commissioner Strickland and seconded by Commissioner Kirby, the board voted unanimously to approve rezoning request RZ-4-13-1, accepting the presented findings of fact and making the following zoning consistency statement: *Whereas, in accordance with the provisions of North Carolina General Statute 153A-341, the Sampson County Board of Commissioners does hereby find and determine that the recommendation of the ordinance amendment RZ-4-13-12 is consistent with the goals and objectives of the Sampson County Land Use Plan for commercial growth due to the fact in section 1 of the Sampson County Land Use Plan, economic growth and commercial activities are encouraged at locations with access to major thoroughfares such as US Highway 421.*

RZ-4-13-2 Chairman Lockamy opened the public hearing and called upon Planning Director Mary Rose who reviewed the request to rezone approximately 5.75 acres at 1648 NC Highway 55 from RA-Residential Agriculture to C-Commercial. Ms. Rose reviewed the rezoning request, explaining that the owner had operated a business at the location for a number of years and at this point wished to expand. However when the property was originally zoned, planning staff did not realize that a portion of the property (which was in Johnston County) was already zoned commercial, and they zoned the Sampson County property as Residential Agricultural. The expansion necessitates that a portion of the property be rezoned to Commercial. There has been no opposition by neighboring properties. Upon a motion made by Commissioner Kirby

and seconded by Commissioner Strickland, the board voted unanimously to approve rezoning request RZ-4-13-2, accepting the presented findings of fact and making the following zoning consistency statement: *Whereas, in accordance with the provisions of North Carolina General Statute 153A-341, the Sampson County Board of Commissioners does hereby find and determine that the recommendation of the ordinance amendment RZ-4-13-12 is consistent with the goals and objectives of the Sampson County Land Use Plan for commercial growth due to the fact in section 1 of the Sampson County Land Use Plan, economic growth and commercial activities are encouraged at locations with access to major thoroughfares such as US Highway 55.*

Item No. 2: Reports and Presentations

Recognition of Retiree The Chairman presented a county plaque to Donna Boone, in recognition of her service to Sampson County.

Item No. 3: Action Items

Public Hearing - Naming of Private Roads The Chairman opened the public hearing and called upon Assistant County Manager Susan Holder who reviewed the recommendations of the Road Naming Committee. There were no other comments, and the hearing was closed. Upon a motion made by Commissioner Kirby and seconded Commissioner Parker, the Board voted unanimously to name the private roads as follows:

PVT 55HD 2335	Trinity Lane
PVT 1214 3774	Gen Boykin Avenue

Courthouse Security - Consideration of Seeking Architectural Services for Feasibility Study County Manager Ed Causey recalled that the board had at their April meeting directed staff to obtain a proposal for architectural services to determine the feasibility of connecting the two court buildings, in an effort to reduce the cost for courthouse security improvements. He reviewed a proposal provided by RATIO Architects, Inc. for the feasibility study, noting that the contact person was Ms. Sharon Crawford, with whom the County had worked on previous building projects. He noted that the proposed fee was \$28,500, which included site assessment, building code analysis and up to two design concepts. Commissioner Kirby asked if any other companies had been considered, and if the proposal cost was high. Mr. Causey stated he had not spoken with any other companies, but that the proposal seemed reasonable as it contained more than he had anticipated, including some design concepts and cost estimates. He reiterated that this particular person had demonstrated an ability to work on projects in Sampson County which required the collaboration of a number of people. Upon a motion made by Commissioner Strickland and seconded by Commissioner Parker, the Board voted unanimously to accept the proposal for architectural services, to be funded from the Board's contingency account.

Appointment to Eastpointe MCO Board of Directors County Manager Ed Causey explained the requested changes in the appointments to the Eastpointe MCO Board as necessitated by Senate Bill 191. Presently, the Eastpointe Board has 27 members, which must be reduced to 21 members, he explained, and Eastpointe had requested that the commissioners designate the appointee the County wished to retain as their representative. At this point in the reorganization, each member county is only guaranteed one representative; Mr. Causey noted that Commissioner Kirby currently serves as one of Sampson County's two representatives. Mr. Causey further explained that in July, each representative's name would be randomly selected to determine the staggered terms on the new board. The Board of Commissioners would then be asked to confirm this term. Upon a motion made by Commissioner Parker and seconded by Commissioner Strickland, the Board voted unanimously to appoint Commissioner Kirby as the Eastpointe Board representative. Commissioner Strickland noted that Sampson County had historically been represented by a commissioner and a citizen appointee, currently J.W. Simmons, and both have served well. He noted that he hoped that the opportunity would present itself to appoint Mr. Simmons to another available position or board.

Disposal of Alternative School Mobile Units at Sampson Community College County Manager Ed Causey provided a brief report on the Community College's desire to have the vacated alternative school mobile units removed from the campus, noting that the College had offered the buildings to a company who would demolish/remove at their cost, with no response. Mr. Causey reported that SCC President Paul Hutchins had informed the County that they had received informal bids for the demolition and removal ranging from \$34,000 to \$17,800 and had found the money in the College's existing budget to fund the removal. To move forward, the College was requesting the Board relinquish any interest in the surplus buildings. Upon a motion made by Commissioner Kirby and seconded by Commissioner Parker, the Board voted unanimously to relinquish any interest in the mobile units and allow the College to dispose of them as they deemed necessary.

Item No. 4: Consent Agenda

Upon a motion made by Commissioner Strickland and seconded by Commissioner Kirby, the Board voted unanimously to approve the Consent Agenda as follows:

- a. Approved the minutes of the February 4, 2013; March 21, 2013; April 1, 2013; and April 8, 2013 meetings
- b. Scheduled a public hearing for Monday, June 3, 2013 for the closeout of FY 13 CDBG NC Tomorrow Grant Program

- c. Adopted a resolution proclaiming May as Mental Health Month in Sampson County
- d. Approved the execution of the Field Internship Agreement between Wayne Community College and Sampson County EMS (Copy filed in Inc. Minute Book _____, Page _____.)
- e. Approved the execution of the contracts to audit accounts between the County and Thompson, Price, Scott, Adams & Co., PA (extension of the contract for the audit for fiscal year ending June 30, 2012 and new contract for the audit for fiscal year ending June 30, 2013) (Copies filed in Inc. Minute Book _____, Page _____.)
- f. Approved the Home and Community Care Block Grant funding plan for FY 2013-2014 (Copy filed in Inc. Minute Book _____, Page _____.)
- g. Approved the late property tax exemption application from Jesus is the Truth Pentecostal Holiness Church
- h. Approve the following tax refunds:

# 5690	Johnson, Parsons & Hobson, PLLC	\$193.43
# 5626	John A. Davis	\$464.85
#5696	Gregory Clement Butler	\$128.19

- i. Approved the following budget amendments:

<u>EXPENDITURE</u>		<u>Rescue</u>	
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	
11243700	553000	C/O Medical Equipment	144,000.00

<u>REVENUE</u>		<u>Source of Revenue</u>	
<u>Code Number</u>			
11034330	408402	DHS Federal Firefighters Assistance Grant	144,000.00

<u>EXPENDITURE</u>		<u>Emergency Management</u>	
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	
11243300	526201	Department Supplies - Equipment	29,982.00
11243300	539500	Employee Training	44,400.00

<u>REVENUE</u>		<u>Source of Revenue</u>	
<u>Code Number</u>			
11034330	408402	Assistance to Firefighters Fire Prev Grant	74,382.00

<u>EXPENDITURE</u>		<u>Health Department-Immunization Action Plan</u>	
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	
			<u>Increase</u> <u>Decrease</u>
12551600	543000	Rental Equipment	43.00
12551600	523900	Medical Supplies	199.00
12551600	531100	Travel	1,000.00
12551600	526200	Departmental Supplies	2,500.00
12551600	529700	Lab Supplies	425.00

<u>REVENUE</u>			
<u>Code Number</u>		<u>Source of Revenue</u>	
			<u>Increase</u> <u>Decrease</u>
12535160	404000	State Assistance	4,167.00

<u>EXPENDITURE</u>		<u>Health Department – TB – CDC</u>	
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	
			<u>Increase</u> <u>Decrease</u>
12551200	512100	Salaries	12,371.00
12551200	518100	FICA	677.00
12551200	518120	Medicare FICA	159.00
12551200	518200	Retirement	835.00
12551200	518901	401K	313.00
12551200	518300	Group Insurance	1,369.00
12551200	518400	Dental Insurance	43.00
12551200	525100	Gas, Oil, and Tire	275.00
12551200	526200	Departmental Supplies	586.00
12551200	529700	Lab Supplies	466.00
12551200	531100	Travel	1,000.00
12551200	535200	Maintenance/Repair Equipment	116.00
12551200	544000	Contracted Services	1,000.00
12551200	581002	Transfer to Other Health Programs	9,500.00
12551010	512100	Salaries	12,371.00
12551010	518100	FICA	677.00
12551010	518120	Medicare FICA	159.00
12551010	518200	Retirement	834.00
12551010	518901	401K	273.00
12551020	512100	Salaries	12,371.00
12551020	518100	FICA	677.00
12551020	518120	Medicare FICA	159.00
12551020	518200	Retirement	834.00
12551020	518901	401K	273.00

<u>REVENUE</u>			
<u>Code Number</u>		<u>Source of Revenue</u>	
			<u>Increase</u> <u>Decrease</u>
12535160	404000	State Assistance	9,500.00

<u>EXPENDITURE</u>		<u>Health Department – Tuberculosis – CDC</u>			
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>		<u>Increase</u>	<u>Decrease</u>
12551200	512100	Salaries			4,298.66
12551200	518100	FICA			266.52
12551200	518120	Medicare FICA			62.33
12551200	518200	Retirement			289.76
12551200	518901	401K			108.76
12551010	518300	Salaries			4,298.66
12551010	518400	FICA			266.52
12551010	525100	Medicare FICA			62.33
12551010	526200	Retirement			289.76
12551010	529700	401K			108.76
12551010	512100	Salaries	4,298.66		
12551010	518100	FICA	266.52		
12551010	518120	Medicare FICA	62.33		
12551010	518200	Retirement	289.76		
12551010	518901	401K	108.76		

REVENUE

<u>Code Number</u>		<u>Source of Revenue</u>		<u>Increase</u>	<u>Decrease</u>
12535120	404000	State Assistance			5,026.00

<u>EXPENDITURE</u>		<u>Health - General Admin/Family Planning</u>			
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>		<u>Increase</u>	<u>Decrease</u>
12551100	581002	Transfer to Other Health Programs	1,500.00		
12551640	523900	Medical Supplies	1,500.00		

REVENUE

<u>Code Number</u>		<u>Source of Revenue</u>		<u>Increase</u>	<u>Decrease</u>
12535164	404096	Transfer from Other Health Programs	1,500.00		
12553100	404000	State Assistance	1,500.00		

<u>EXPENDITURE</u>		<u>Social Services</u>			
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>		<u>Increase</u>	<u>Decrease</u>
13553100	526201	Departmental Supplies - Equipment	130,000.00		
13553100	538100	Data Processing	25,000.00		
13553100	539300	Medicaid	25,000.00		

REVENUE

<u>Code Number</u>		<u>Source of Revenue</u>		<u>Increase</u>	<u>Decrease</u>
13535310	new	Medicaid Fraud Collections	180,000.00		

<u>EXPENDITURE</u>		<u>Aging</u>			
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>		<u>Increase</u>	<u>Decrease</u>
02558810	526200	FCG Departmental Supplies	535.00		

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
02035881	408401	FCG Donations	535.00	
<u>EXPENDITURE</u>				
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
02558680	526200	Senior Center Departmental Supplies	300.00	
<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
02035868	408900	Senior Center Misc Revenue	300.00	
<u>EXPENDITURE</u>				
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
02558660	544000	PC II - Contracted Services	27,795.00	
<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
02035866	404202	PC II - Medicaid	27,020.00	
02035866	404203	PC II - Private Pay	775.00	
<u>EXPENDITURE</u>				
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
04549580	526200	Departmental Supplies	1,000.00	
<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
04034958	404088	SHIIP Revenue (State of NC - Dept of Insuran)	1,000.00	
<u>EXPENDITURE</u>				
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11761100	526200	Department Supplies	399.00	
11761100	526201	Department Supplies - Equipment	4,130.00	
11761100	544200	Cultural Programs	1,000.00	
11761100	556100	CO - Books	800.00	
<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11036110	404110	Library Fines and Fees	4,000.00	
110361100	408401	Donations	241.00	
11036110	408930	Discard Sales	2088.00	
<u>EXPENDITURE</u>				
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11243100	581000	Tranfer to State Agency	11,800.00	
<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11034310	404115	Concealed Weapons Fees	11,800.00	

<u>EXPENDITURE</u>		<u>Fire Districts</u>		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
23243410	581016	Newton Grove Fire Department	9,000.00	
<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
23043416	499900	NC Fund Balance Appropriated	9,000.00	

Item No. 5: Board Information

The following items were provided to the Board for information only:

- a. Miscellaneous Counties Resolutions Regarding Legislative Issues

County Manager Reports

County Manager Ed Causey reported that the loan closing for the well project would be held on Thursday at 11:00 a.m., with the pre-construction conference to follow that afternoon, thus finalizing the paperwork to commence the construction of the wells. He also reminded the Board of the meeting of the Board of Equalization and Review scheduled for Wednesday, May 8th at 1:00 p.m. and the NCACC County Assembly Day on May 22nd. Mr. Causey and Assistant County Manager Susan Holder discussed opportunities for the ethics training required by General Statutes for new/re-elected officials within 12 months of their election/re-election: a live webinar on May 15, the purchase of the webinar for later viewing, or training in conjunction with the NCACC Conference in August. Commissioner Strickland urged commissioners to attend the NCACC Conference in Greensboro.

Public Comments

There were no public comments offered.

Closed Session

Upon a motion made by Commissioner Strickland and seconded by Commissioner Kirby, the Board voted unanimously to enter into Closed Session pursuant to GS 143-318.11(a)(4) industrial recruitment and GS 143-318.11(a)(6) for personnel (employee appeal of adverse action). The Board decided to postpone the personnel discussion given the inability of the employee to attend the session. In Closed Session, Economic Developer John Swope and County Attorney Annette Chancy Starling discussed issues related to Project Trio (minutes maintained separately). The Board returned to the Auditorium. Upon a motion made by Commissioner Strickland

and seconded by Commissioner Kirby, the Board voted unanimously to come out of Closed Session.

Recess to Reconvene

Upon a motion made by Commissioner Parker and seconded by Commissioner Kirby, the Board voted unanimously to recess to reconvene at noon on Wednesday, May 8, 2013 in the Conference Room of the Sampson County Administration Building for an additional Closed Session regarding industrial recruitment.

Billy C. Lockamy, Chairman

Susan J. Holder, Clerk to the Board

The Sampson County Board of Commissioners re-convened at noon on Wednesday, May 8, 2013 in the Conference Room of the County Administration Building, 406 County Complex Road in Clinton, North Carolina. Members present: Chairman Billy Lockamy, and Commissioners Albert D. Kirby, Jr., Harry Parker, and Jefferson Strickland. Absent: Vice Chairman Jarvis McLamb (who was hospitalized).

The Chairman convened the meeting.

Closed Session

Upon a motion made by Commissioner Strickland and seconded by Commissioner Kirby, the Board voted unanimously to enter into Closed Session pursuant to GS 143-318.11(a)(4) to discuss industrial recruitment. In Closed Session, Economic Developer John Swope and County Attorney Annette Chancy Starling discussed issues related to Project Trio. County Attorney Annette Chancy explained the economic development exception to the General Statutes with regard to disclosure of public records (NCGS 132-6(d), noting that public records may be withheld if all of certain conditions are met: if they are related to a proposed expansion or location, for a specific business or industrial project, and if the release would frustrate the purpose for which such public records were created. Ms. Starling reviewed a Confidentiality Agreement requested by the prospect for Project Trio.

Upon a motion made by Commissioner Lockamy and seconded by Commissioner Strickland, the Board voted unanimously to return to open session. Commissioner Strickland made a motion to accept the Confidentiality Agreement with regard to Project Trio; Chairman Lockamy seconded the motion. After discussion, the motion was withdrawn and Commissioner Strickland moved that the Board enter back into Closed Session for further discussion on the Agreement. Commissioner Parker seconded the motion, and it passed unanimously. In Closed Session, Ms. Starling responded to questions regarding litigation related to the breach of the Agreement (Section 6). Commissioner Kirby discussed potential amendments to Section 1.

Upon a motion made by Commissioner Strickland and seconded by Commissioner Parker, the Board voted unanimously to come out of Closed Session. Upon a motion made by Commissioner Strickland and seconded by Commissioner Kirby, the Board voted unanimously to approve the Confidentiality Agreement related to Project Trio, as amended, and to authorize the Chairman to sign the Agreement.

Upon a motion made by Commissioner Parker and seconded by Commissioner Strickland, the Board voted unanimously to return to Closed Session where Economic Developer John Swope discussed specifics related to the Project Trio prospect and the potential site development and incentive packages. (Minutes and materials maintained separately.) Upon a motion made by Commissioner Strickland and seconded by Commissioner Parker, the Board voted to come out of Closed Session.

Recess to Reconvene

Upon a motion made by Commissioner Kirby and seconded by Commissioner Strickland, the Board voted unanimously to recess to reconvene at 1:15 p.m. on May 14, 2013 in the Conference Room of the Sampson County Administration Building for the purposed of Closed Sessions regarding personnel and industrial recruitment.

Billy C. Lockamy, Chairman

Susan J. Holder, Clerk to the Board

The Sampson County Board of Commissioners re-convened at approximately 1:30 p.m. on Tuesday, May 14, 2013 in the Conference Room of the County Administration Building, 406 County Complex Road in Clinton, North Carolina. Members present: Chairman Billy Lockamy, and Commissioners Albert D. Kirby, Jr., Harry Parker, and Jefferson Strickland. Absent: Vice Chairman Jarvis McLamb (who was hospitalized).

The Chairman re-convened the meeting.

Closed Session - Personnel

Upon a motion made by Chairman Lockamy and seconded by Commissioner Parker, the Board voted unanimously to enter into Closed Session pursuant to GS 143-318.11(a)(6) to discuss personnel. In Closed Session, the Board heard an employee appeal of a disciplinary action pursuant to the Sampson County Personnel Resolution. (Minutes maintained separately.)

Upon a motion made by Commissioner Parker and seconded by Commissioner Kirby, the Board voted unanimously to come out of Closed Session. Commissioner Kirby made a motion to support the County Manager's recommendation that employee Christy Bilberry be terminated, such motion being based upon the Board's examination of the evidence provided that Ms. Bilberry violated the Personnel Resolution and that she was warned three times - on August 9, 2012; November 7, 2012 and in February 2013 - and the Board's finding that such evidence supports the fact that she was warned and did violate the Personnel Resolution on those three instances. Commissioner Parker seconded the motion, and it passed unanimously.

Closed Session - Economic Development

Upon a motion made by Commissioner Lockamy and seconded by Commissioner Strickland, the Board voted unanimously to go into Closed Session for the purposes of discussing the location of a potential industry. As the Economic Developer prepared his presentation, Commissioner Kirby moved that the Board go out of Closed Session to briefly re-convene as the Board of Equalization and Review to consider the approval of the minutes of that body. The motion was seconded by Commissioner Parker, and passed unanimously.

Following a brief meeting of the Board of Commissioners sitting as the Board of Equalization and Review (minutes maintained separately), Chairman Lockamy

reconvened the Board of Commissioners. Upon a motion made by Commissioner Kirby and seconded by Commissioner Parker, the Board voted unanimously to go again into Closed Session for the purposes of discussing the location of a potential industry. In Closed Session, Economic Developer John Swope provided a recap on the anticipated project benefits for Project Trio, the potential for grant funding for the expansion of the County's water infrastructure to serve the industry at the I-40, Exit 355 site, alternatives for performance-based incentives, and potential site development costs (wetlands mitigation, natural gas line and buffer land acquisition). The Board voiced their concerns regarding the cost of land acquisition and the need to question the wetland determination and mitigation due to its impact on the need for land acquisition (minutes and materials maintained separately) .

Mr. Swope and County Attorney Annette Chancy Starling reviewed a proposed access agreement which would allow the industry prospect and its contractors right of access to the County's 180 acre parcel at I-40, Exit 355 for due diligence land activities, such as soil/geotechnical investigations, soil borings, environmental assessments, etc.

Upon a motion made by Commissioner Strickland and seconded by Commissioner Parker, the Board voted unanimously to come out of Closed Session. Upon a motion made by Commissioner Strickland and seconded by Commissioner Parker, the Board voted unanimously to authorize the Chairman to execute the proposed access agreement for Project Trio.

Upon a motion made by Commissioner Kirby and seconded by Commissioner Strickland , the Board voted unanimously to schedule a public hearing regarding the incentive package for Project Trio on Monday, June 3, 2013.

Recess to Reconvene

Upon a motion made by Commissioner Kirby and seconded by Commissioner Parker, the Board voted unanimously to recess to reconvene at 1:00 p.m. on Thursday, May 30, 2013 in the Conference Room of the Sampson County Administration Building for the purpose of another Closed Session regarding industrial recruitment.

Billy C. Lockamy, Chairman

Susan J. Holder, Clerk to the Board



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

PAT MCCRORY
GOVERNOR

1560 MAIL SERVICE CENTER, RALEIGH, N. C. 27699-1560

ANTHONY J. TATA
SECRETARY

March 5, 2013

Mr. David Clack, Finance Officer
Sampson County
P.O. Box 257
Clinton, NC 28329

Dear Mr. Clack:

Enclosed are State Aid to Airports Block Grant agreements for the funding of your Non Primary Entitlement (NPE) Grant Project 36237.12.10.2 (Obstruction Removal-Tree Topping (design/construction)). The appropriate governmental body must execute these agreements. Upon completion, both original copies of the agreement must be returned to this office. Please remember that all signatures and seals must be original and not reproduced copies. The Department will fill in the date on the first page of the agreement once the Deputy Secretary of Transit signs the documents.

Please note the signature pages are pages 3 and 4 of the agreement. Once the Department has executed the grant agreements, one copy will be returned to you for your files.

Should you have any questions, please do not hesitate to contact me or your Airport Project Manager Kathy Vollert.

Sincerely,

A handwritten signature in cursive script that reads "Nancy C. Seigler".

Nancy C. Seigler
Grants Administrator

NCS/cae

Enclosures

BLOCK GRANT AGREEMENT
NON PRIMARY ENTITLEMENT FUNDING

STATE AID TO AIRPORTS BLOCK GRANT
BETWEEN
THE N. C. DEPARTMENT OF TRANSPORTATION,
AN AGENCY OF THE STATE OF NORTH CAROLINA
AND
SAMPSON COUNTY

AIRPORT: **CLINTON-SAMPSON
COUNTY**

PROJECT NO: **36237.12.10.2**

THIS AGREEMENT made and entered into this the _____ day of _____, 20____, by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department") and **SAMPSON COUNTY**, the owners of the **CLINTON-SAMPSON COUNTY AIRPORT** (hereinafter referred to as "Sponsor").

WITNESSETH

WHEREAS, Chapter 63 of the North Carolina General Statutes authorizes the Department to administer a program of State Aid to Airports, subject to the limitations stated in that Chapter; and

WHEREAS, the Department has received the approval of the Federal Aviation Administration to administer certain Airport Improvement Program Funds in North Carolina under the provisions of the *FAA Modernization and Reform Act of 2012*; and

WHEREAS, the Department has approved a grant of funds to the Sponsor under the State Block Grant Program Non Primary Entitlement funds.

NOW THEREFORE, the Department and the Sponsor do hereby mutually agree as follows:

- 1) That the approved scope of this project shall consist of:

OBSTRUCTION REMOVAL-TREE TOPPING

(design/const)

- 2) That the Grant of funds shall include maximum funding obligations for federal funds which shall be:

State Block Grant NPE Program: \$62,856 (not to exceed 90% of the final total costs)

- 3) That the funding obligations referenced in (2) above shall be the maximum obligations based on the final cost of eligible work items in the approved project, as certified by the Sponsor

- 4) That the Sponsor shall promptly undertake the Project and complete all work on the Project no later than **JULY 1, 2013**, unless a written extension of time is granted by the Department.

- 5) That all work performed on the Project shall conform to the approved scope of work referenced in this Agreement. Any amendments or modifications to the approved scope of work, approved grant amounts, or this Agreement shall not be authorized by the Department unless they are contained in a written modification to this Agreement and fully executed by both the Sponsor and the Department.
- 6) Debarment and Suspension: The Grantee agrees to comply, and assures the compliance by each of its third party contractors and subrecipients at any tier, with the provisions of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations on Debarment and Suspension at 49 C.F.R. Part 29.
- 7) The Sponsor certifies that it has adhered to all applicable laws, regulations, and procedures in the application for and Sponsor's approval of this Grant.
- 8) For a material breach of this Agreement or the Sponsor's Assurances, the Sponsor shall be liable to the Department for the return of all grant monies received.
- 9) The Sponsor agrees to adhere to the standards and procedures contained in the State Aid to Airports Program Guidance Handbook (third edition, dated January 1997), unless the Department issues a written waiver to the contrary.
- 10) The Sponsor agrees to adhere to and be bound by the Grant Assurances of the Federal Aviation Administration, said Grant Assurances contained in Appendix I of this Grant Agreement. Further, the Sponsor agrees that it shall be responsible to the Federal Aviation Administration, or its designated agent, for enforcement of such Grant Assurances including any penalties, sanctions, or other actions which may be legally enforceable for lack of compliance with said Grant Assurances.
- 11) The Sponsor agrees to comply with the "Sponsor Assurances" contained as part of this Agreement.
- 12) N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this grant agreement, you attest, for your entire organization and its employees or agents that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

IN WITNESS WHEREOF, THE PARTIES HERETO EXECUTED THIS GRANT AGREEMENT THE DAY AND YEAR FIRST WRITTEN ABOVE:

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION:

NCDOT SEAL

BY: _____
Deputy Secretary for Transit

ATTEST: _____

SPONSOR:

SIGNED: _____

TITLE: _____

SPONSOR SEAL

ATTEST: _____

STATE OF NORTH CAROLINA, COUNTY OF _____

I _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____ personally came before me this day and acknowledged that he is _____ of the _____
(Title) (Sponsor)

(hereinafter referred to as "Sponsor" and by authority duly given and as an act of said Sponsor, the foregoing instrument was signed by him, attested by _____ of the Sponsor, and the
(Name and Title)

Seal of the Sponsor affixed hereto.

WITNESS my hand and Notarial Seal, this the _____ day of _____, 20_____.

Notary Public (Signature)

My Commission expires: _____

SEAL

RESOLUTION

A motion was made by _____ and seconded by _____
(Name and Title)

_____ for the adoption of the following resolution, and upon
(Name and Title)

being put to a vote was duly accepted:

WHEREAS, a Grant in the amount of \$62,856 has been approved by the Department based on total estimated cost of \$69,840.00; and

WHEREAS, an amount equal to or greater than ten percent (10%) of the total estimated project cost has been appropriated by the Sponsor for this Project.

NOW THEREFORE, BE AND IT IS RESOLVED THAT THE Finance Officer
(Title)

of the Sponsor be and he hereby is authorized and empowered to enter into a Grant Agreement with the Department, thereby binding the Sponsor to the fulfillment of its obligation incurred under this Grant Agreement or any mutually agreed upon modification thereof.

I, _____ of the
(Name and Title)

_____ do hereby certify that
(Sponsor)

the above is a true and correct copy of an excerpt from the minutes of the

_____ of a meeting
(Sponsor)

duly and regularly held on the _____ day of _____, 20_____.

This, the _____ day of _____, 20_____.

SPONSOR SEAL

Signed: _____
Title: _____
Of The: _____

SECTION A: SPONSOR'S ASSURANCES: GENERAL CONDITIONS

A-1. The Sponsor certifies that it holds fee simple title to the property on which this project is to be constructed. In the event any work is proposed on property which has an easement or lease in the Sponsor's name, the Sponsor agrees that it will comply with the Department's conditions and receive written approval prior to any construction on such lease or easements. This condition does not apply to planning projects.

A-2. The Sponsor agrees to operate the Airport for the use and benefit of the general public and shall not deny reasonable access to public facilities by the general public.

A-3. The Sponsor agrees to operate, maintain, and control the Airport in a safe and serviceable condition for a minimum of twenty (20) years following the date of this Agreement and shall immediately undertake, or cause to be undertaken, such action to correct safety deficiencies as may be brought to its attention by the Department.

A-4. The Sponsor agrees that any land purchased, facilities constructed, or equipment acquired under this Agreement shall not be sold, swapped, leased or otherwise transferred from the control of the Sponsor without written concurrence of the Department.

A-5. The Sponsor agrees that the state share of any land purchased, facilities constructed, or equipment acquired under this Agreement shall be credited to the Department in a manner acceptable to the Department in the event such land, facilities or equipment are subsequently disposed of through sale or lease.

A-6. Insofar as it is within its power and reasonable, the Sponsor shall, either by the acquisition and retention of property interest, in fee or easement, or by appropriate local zoning action, prevent the construction of any object which may constitute an obstruction to air navigation under the appropriate category of Federal Air Regulation Part 77, 14 CFR 77.

A-7. Insofar as it is within its power and reasonable, the Sponsor shall, restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and taking off of aircraft and the noise produced by such operations by adoption of zoning laws, by acquisition and the retention of property interest, in fee or easement.

A-8. Terminal building spaces constructed under this Grant Agreement shall be for the use of the general public. The Sponsor agrees that it will not use any space so constructed for private use, or charge fees for the use of such space, without the written approval of the Department.

SECTION B: SPONSOR'S ASSURANCES: PROJECT ADMINISTRATION

B-1. The Airport shall comply with all requirements of the State Aid to Airports Program Guidance Handbook (third edition, January 1997).

B-2. It is the policy of this State, to encourage and promote participation by disadvantaged minority owned and women owned businesses (MBE and WBE) in contracts let by the Department pursuant to GS 136-28.4 for the planning, design, preconstruction, construction, alteration, or maintenance of State transportation infrastructure construction, and in the procurement of materials for these projects. All State agencies, institutions, and political subdivisions shall cooperate with the Department of Transportation and among themselves in all efforts to conduct outreach and to encourage and promote the use of disadvantaged minority owned and women owned businesses in these contracts. This is designed to ensure minority MBEs and WBEs have maximum opportunity to participate in performance of NCDOT contracts let using state funding. The sponsor assures and certifies with respect to this grant that they will pursue these requirements as stipulated by the Department in the advertising, award and administration of all contracts, and require the same for all contractors, sub recipient or subcontractors.

MBE\WBE program is governed by G.S. 136-28.4 and administered in accordance with Title 19A Chapter 02 SubChapter D Section .1101 - .1112 of North Carolina Administrative Code (19A NCAC 02D.1101).

B-3. The Sponsor shall submit draft plans and specifications, or approved alternate, for the project for review by the Department prior to advertising for bids on the Project. Should bids not be required on the project, the Sponsor shall submit a detailed scope of work and estimated costs prior to requesting "Project Concurrence and Notice to Proceed" form (AV-CONCUR/AV-503) for undertaking the project. All plans (and alternate) shall be supported by engineer's report. A list of deliverable(s) from the Sponsor to the Department is as follows:

Planning Projects

1. Interim Planning Submittals – All Airport Layout Plan Sheets, Reports, Projections, Construction Cost Estimate, drawings, sketches and all other pertinent information – electronic copy: PDF format. Paper copy, if requested: bond copy – true half-size.
2. Final Submittal - All Airport Layout Plan Sheets, Reports, Projections, Construction Cost Estimate, drawings, sketches and all other pertinent information – electronic copies: PDF format and AutoCAD or MicroStation format - Paper copy: bond– true half-size for plan sheets / sketches
 - a. All reports, projections – PDF Format. Any element of the documents shall be delivered in its original electronic format (i.e. MSWord, Excel, AutoCAD...) if requested by the Department
 - b. Sketches and drawings – electronic copies: PDF format and AutoCAD or MicroStation format - Paper copy: bond – true half-size for plan sheets / sketches.

Construction Projects

1. Interim Design Submittals (i.e. 30%, 60%, 90%....) – Plan Sheets, Technical Specifications, Itemized Construction Cost Estimate and Engineers Report – electronic copy: PDF format. Paper copy, if requested: bond true half-size for plan sheets.
2. 100% Design and Issue for Bid Submittals – Plan Sheets, Technical Specifications, Itemized Construction Cost Estimate, Engineer's Report, and Bid Tab – Any element of the documents shall be delivered in electronic format (i.e. MS Excel and PDF format) and AutoCAD or MicroStation format and Paper copy: bond– true half-size for plan sheets.
3. As-built / Record Drawings
 - a. Contract Documents (Plan and Detail Sheets, Technical Specifications) – electronic copies: PDF format and AutoCAD or MicroStation format and Paper copy: bond– true half-size for plan sheets.
 - b. Technical Specifications – electronic copies: MS Word File and PDF format
 - c. Final Engineers Report – electronic copies: PDF format unless otherwise requested.

B-4. Bids will be taken in accordance with N. C. General Statute 143-129. Following bid opening or final contract negotiations, the Sponsor shall submit the "Project Concurrence and Notice to Proceed" (AV-CONCUR/AV-503) request along with the bid tabulations to the Department for review. The Department will take action on the request including the approval or disapproval of the Sponsor's Employment of specific contractors within ten (10) days of receipt. Approval will be communicated via a Contract Goal Requirements Letter sent directly to the Sponsor.

B-5. All contractor(s) who bid or submit proposals for contracts in connection with this project must submit a statement of non-collusion to the Sponsor.

B-6. The Sponsor shall not commence construction or award construction contracts on the project until a written "Project Concurrence and Notice to Proceed" (AV-CONCUR/AV-503) is co-signed by the Sponsor's Representative and the Department or alternate written approval is provided by the Department.

B-7. The Sponsor shall submit quarterly status reports (AV-STATUS/AV-502) to the Department, unless otherwise instructed, and will immediately notify the Department of any significant problems which are encountered in the completion of the project.

B-8. The Sponsor shall notify the Department of any significant meetings or inspections involving the Sponsor, his contractor(s), consultant(s), and/or federal funding agencies concerning Project.

B-9. The Sponsor shall notify the Department within thirty (30) days of completion of all work performed under this agreement for the purpose of final acceptance inspection and completion of audit requirements by the Department.

B-10. The Sponsor has full responsibility for assuring the completed Project meets the requirements of the Department and appropriate federal funding agencies. The Sponsor further certifies that all local, state, and federal requirements for the conduct of this Project shall be met.

B-11. It is the policy of the Department not to award contracts to contractors who have been removed from the Department's list of pre-qualified bidders without subsequent reinstatement. Therefore, no State funds will be provided for any work performed by the contractor(s), or sub-contractor(s) which had been removed from the Department's list of pre-qualified bidders without subsequent reinstatement as of the date of the signing of the construction contract. It shall be the responsibility of Sponsor to insure that only properly qualified contractors are given construction contracts for work.

SECTION C: SPONSOR'S ASSURANCES: PROJECT ACCOUNTING AND PAYMENT

C-1. The Sponsor shall record all funds received under this Agreement and shall keep the same in an identifiable Project account. The Sponsor, and his contractor(s) and/or consultant(s), shall maintain adequate records and documentation to support all Project costs incurred under this Grant. All records and documentation in support of the Project costs must be identifiable as relating to the Project and must be acceptable costs only. Acceptable costs are defined as those costs which are acceptable under "Federal Acquisition Regulations 1-31.6, 48 CFR (OMC Circular A-87)". Acceptable items of work are those referenced in the State Aid to Airports Program Guidance Handbook and North Carolina General Statutes. The Sponsor's accounting procedures which were established for work as set out in this Agreement must be reviewed and accepted by the Department prior to the final execution of this Agreement and payment of State funds, except for Sponsor reporting under OMB Circular A-133.

C-2. The Sponsor and his contractor(s) and/or consultant(s) shall permit free access to its accounts and records by official representatives of the State of North Carolina. Furthermore, the Sponsor and contractor(s) and/or consultant(s) shall maintain all pertinent records and documentation for a period of not less than five (5) years from the date of final payment.

C-3. In accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" (www.whitehouse.gov/wh/eop/omb), the Airport shall arrange for an independent financial and compliance audit of its fiscal operations. The Airport shall furnish the Department with a copy of the independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Airports fiscal year ends.

The Airport shall maintain all books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Airport shall make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of final payment under this agreement, for inspection and audit by the Department's Fiscal Section

C-4. Payment of the funds obligated under this Grant Agreement shall be made in accordance with the following schedule, unless otherwise authorized by the Department:

A. Payments from NCDOT to the Sponsor are made on a reimbursement basis. The Sponsor must pay all contractors/vendors prior to or within 3 business days of receipt of the Department's reimbursement.

B. Payments will be made on the basis of progress payments which may be requested by the Sponsor as costs are incurred, but not more frequently than monthly. Progress payments will be made provided the following requirements have been met.:

(1) The Grant Agreement has been executed and a Project Concurrence (AV-CONCUR/AV-503) issued.

(2) The Project has received an appropriate environmental finding.

(3) The Sponsor has submitted a Proposed Project Budget (AV-BUDGET/AV-504) accurately reflecting costs to date. The initial and revised AV-BUDGET/AV-504 shall be approved by the Department. With each AV-BUDGET/AV-504, the Sponsor shall provide the following documentation:

a) Scope of Services for the project, Consultant Fee - Man-hours Breakdown by task with hourly rates, Breakdown of Sub-consultant and / or Vendor Cost, Schedule of Deliverables, Estimated Construction Cost, Plan Sheet List

b) Actual Bidding Cost (once a project is bid) – Bid Tabulation / Bid Schedule, Recommendation for Award.

(4) Additional information shall be provided as requested.

(5) The Sponsor has submitted an executed Interim Payment Request (AV-PAY/AV-505) accurately reflecting costs incurred to date.

(6) The Sponsor has complied with all applicable conditions of the State Aid to Airports Program Guidance Handbook

C. The submission of progress payments is expected to parallel the value of work actually completed and costs incurred. At such point the Sponsor has requested payments equaling 100% of the State Grant, it is expected that the approved Project will be 100% complete.

D. Upon receipt of 100% of the State Grant, the Sponsor will promptly complete Project acceptance and submit the Project Completion and Final Payment Request (AV-FINAL/AV-506).

C-5. If after the acceptance of the Project by the Department, the final State share of approved eligible items is less than the amount of State funds actually disbursed for the Project, the Sponsor shall reimburse the Department in an amount equal to the difference between the amount of State funds actually disbursed and the final State share of the final, audited, approved eligible Project costs within thirty (30) days of notification by the Department of the amount due.

C-6. If after the acceptance of the Project by the Department, the final State share of approved eligible Project costs shall be more than the amount of State funds obligated for the Project, the Sponsor may make application to the Department for a corresponding increase which will be considered for funding in accordance with their relative priority versus other applications for available State funds.

C-7. Under certain conditions, projects originally involving only state and local funds may subsequently be eligible for reimbursement from federal funding agencies. In such cases, the Sponsor shall notify the Department of its intent to apply for federal reimbursement and shall keep the Department informed of the status of such application. In the event federal funds are obtained for all or a portion of the Project, the Sponsor shall refund to the Department an amount equal to the difference between State funds originally disbursed for the work item(s) subsequently receiving federal funds and the final State share of the costs of the affected item(s) of work. Reimbursement will be made within ninety (90) days of the date of the final execution of the FAA Grant Agreement affecting the work elements in the approved Project.

C-8. For the purpose of calculating the State share of the Project, federal funds are defined as funds provided by an agency of the federal government for the specific purpose of undertaking the Project, including Block Grant funds administered by the Department.

SECTION D: SPONSOR'S ASSURANCES: REAL PROPERTY ACQUISITION

D-1. The acquisition of land, buildings, and other real property involving the use of State Airport Aid funds shall be in compliance with the provisions of this Section.

D-2. The Sponsor shall depict each parcel to be acquired on an airport property map containing the identity of the parcel and its metes and bounds.

D-3. The acquisition cost of each parcel, building, or other real property acquired with State financial assistance shall be based on the fair market value of the property as determined by an appraisal process acceptable to the Department.

D-4. For each parcel or building with an estimated cost of \$100,000 or less, fair market value shall be established by a single original appraisal and a review appraisal. For complex acquisitions, fair market value shall be established by two original appraisals and one review appraisal.

D-5. All original and review appraisals shall be conducted by qualified appraisers who have no financial or other interest in the property to be acquired.

D-6. The fair market value of a parcel will be established by the review appraiser based upon the information contained in the original appraisal or appraisals.

D-7. No negotiation for property acquisition shall be commenced between the Sponsor and the property owner until the fair market value of the property has been established. Initial negotiations shall be based upon the fair market value.

D-8. Negotiated values above the fair market value shall not be eligible for State funds unless, prior to the final agreement for acquisition, the Sponsor has received the concurrence of the Department for paying such negotiated values in lieu of the appraised fair market value.

D-9. Sponsors who adhere to the federal "Uniform Guidelines for the Acquisition of Property" shall be deemed to have conformed to the Department's guidelines, except that Paragraph 8 above shall also be applicable under such acquisitions.

D-10. In the event the Project is a low value, non-complex acquisition, the Department, at its option, may accept the original appraisal without the review appraisal. In such cases, all other provisions of this Section shall apply.

D-11. Failure to follow the requirements of this Section shall disqualify the property from State participation for any parcel which has not been acquired in accordance with such standards.

SECTION E: Sponsor's Acknowledgement of Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32

E-1 Sponsor acknowledges and agrees that it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Revised 1/2/13

County Management Records Retention and Disposition Schedule

The records retention and disposition schedule and retention periods governing the records series listed herein are hereby approved. In accordance with the provision of Chapters 121 and 132 of the *General Statutes of North Carolina*, it is agreed that the records do not and will not have further use or value for official business, research, or reference purposes after the respective retention periods specified herein and are authorized to be destroyed or otherwise disposed of by the agency or official having custody of them without further reference to or approval of either party to this agreement. The local government agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of destruction. Confidential records will be destroyed in such a manner that the records cannot be practicably read or reconstructed. However, records subject to audit or those legally required for ongoing official proceedings must be retained until released from such audits or official proceedings, notwithstanding the instructions of this schedule. **Public records, including electronic records, not listed in this schedule are not authorized to be destroyed.**

This local government agency and the Department of Cultural Resources agree that certain records series possess only brief administrative, fiscal, legal, research, and reference value. **These records series have been designated by retention periods which allow these records to be destroyed when "administrative value ends."** The local government agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Cultural Resources has scheduled with the disposition instruction "destroy when administrative value ends." If a county does not establish internal policies and retention periods, the county is not complying with the provisions of this retention schedule and is not authorized by the Department of Cultural Resources to destroy the records with the disposition instruction "destroy when administrative value ends."

The local government agency and the Department of Cultural Resources concur that the long-term and/or permanent preservation of electronic records require additional commitment and active management by the agency. The agency agrees to comply with all policies, standards, and best practices published by the Department of Cultural Resources regarding the creation and management of electronic records.

It is further agreed that these records may not be destroyed prior to the time periods stated; however, for sufficient reason they may be retained for longer periods. This schedule is to remain in effect from the date of approval until it is reviewed and updated.

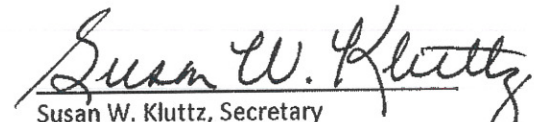
APPROVAL RECOMMENDED

Chief Administrative Officer/
County Manager


Sarah E. Koonts, Director
Division of Archives and Records

APPROVED

Chairman, Bd. County Commissioners


Susan W. Kluttz, Secretary
Department of Cultural Resources

County: _____

April 15, 2013

Susan Holder

From: Chesarino, Carolyn [Carolyn.Chesarino@ncdcr.gov]
Sent: Friday, April 26, 2013 11:42 AM
To: Amie Owens; Amy Atkins; Andrea Wiggins; AngelenaKearney-Dunlap; Anita Fogle; Ann Clark; Ann Kurtzman; AnneBurkhart; April Banks; AshleyHonaker; Barbara Morris; Beth Fehrmann; BonnieHuntley; BrendaHunter; Brenda Reaves; CandiceWhite; CarlaHolt; Carolyn Barger; CarolynHedgepeth; Carrie Padgett; Cheryl Ivey; ChristyBlack; Cindi Woodard; Clerk, Avery; Conchita Atkins; Darlene Bullins; DebbyGore; Debra Weary; Denise Stinagle; Diane Hendrix; dbaker@orangecountync.gov; Donna Buff; EffieVaritimidis; Evelyn Baker; Gary Gross; GaynellLee; Gina Daniel; Glenda Pridgen; Gwen Keene; Gwendolyn Bryan; Hazel Haynes; JackHorton; Jamie Starnes; Janice Paige; Jason Robinson; Jean Moore; Jeanette Deese; Jennifer Gray King; Judy Snyder; JulieBennett; Julie Wand; June Hall; Karen Evans; KarenJennings; Kathy Cayton; KathyGreene; Kathy Hughes; Kathy Young; KayHoneycutt; Kelly Grissom; Kerri Melton; Crisp, Kim; Kimberly Hines; Kimberly Turner; Kristen King; Laura Williams; Linda Revels; LisaJohnson; Lois Stotesberry; Lynn West; MarciaWilson; Marian Savage; MarionThompson; Mary Hunnicutt; Megan Smit; Michelle Richardson; Mike Aldridge; Misty Gibbs; PamelaMcLain; Paul Leek; PaulaSeamster; Paula Woodard; Penny RhodesOwens; Sandra Sublett; Sara West; SharonSingleton; Sheila Matthews; Sheila Schult; Steve Garrison; Susan Banks; Susan Holder; Stallings,Susanne; Tammy Freeman; Tanya Gentry; Terry Wilson; Tory Frink; Trisha Hogan; Tyler Brummitt; V. MichelleParker-Evans(mparker-evans@dconc.gov); Wayne Moore
Subject: 2013 County Management Records Retention & Disposition Schedule complete
Attachments: county.mgmt_signature_2013.pdf

Dear County Clerks,

I am pleased to announce that the 2013 County Management Records Retention & Disposition Schedule is complete and officially approved by the State Archivist and the Secretary of the Department of Cultural Resources. The schedule is available on our [website](#) at this direct link:

http://www.records.ncdcr.gov/local/County_Management_2013.pdf

NOTE: If you would like a Word document version and/or a version of this schedule with the changes from the 2006 schedule highlighted, please email me individually and I will happily provide those records.

Now you are probably wondering how it should be officially adopted.

First, the approval/adoption of the schedule should be made in a regular, open meeting and recorded as an action in the minutes. It may be done as part of the consent agenda, by resolution, or other action. Then the 2012 schedule will officially supersede the 2009 version. Next fax, email, or mail me a copy of just the signature page and keep the original in your office. I attached the signature page as a separate file in case that makes it easier for you. Please let me know if you need any additional information.

There have been a lot of questions about the new administrative value policy. The signature page says "The local government agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Cultural Resources has scheduled with the disposition instruction *destroy when administrative value ends.*" This process of establishing and enforcing internal policies will look different in each county depending on your staffing. Some of you have one-person shops while others have a myriad of department heads. The key point here is you are not expected to have every blank on the schedule filled in before you adopt the schedule. Ideally, the clerk and any pertinent and applicable department heads would have looked over the schedule and discussed the sort of records that have been marked with the "Local Agency Policy." These records will tend to have relatively brief retention periods anyway and I would like you to keep in mind that you are only establishing *minimum* retention periods. Deciding to keep a record longer than the minimum retention period is a judgment call that you are certainly allowed to make.

However, the operative word in the signature page is "will," meaning you, your board, and department heads (if applicable) are agreeing to establish what a good minimum retention period should be for records with administrative value as the question of their destruction arises. You probably will not have all the records that are listed in the schedule and we do not expect you to make up retention periods for records you do not even have. The rationale behind this is to give you all the chance to take a more active role in the management of your records. In other words, we at the Government Records Branch have acknowledged that you all have a better idea of how long these particular records need to be kept than we do. Establishing a minimum retention period for these records is meant to protect you in the case of when a citizen requests records and then wants to know why they were destroyed. If you have a clear retention policy to point to, then doing so will more quickly diffuse a potentially contentious situation. I know this seems overwhelming and you all want to do the right thing to be compliant, so I urge you to call me for advice or clarification on the schedule approval process.

Please let me know if you have any questions or comments.

Best,
Carie

Carolyn (Carie) Chesarino
Records Management Analyst
Government Records Section
4615 Mail Service Center, Raleigh, NC 27699-4615
(919) 807-7357
(919) 715-3627 (fax)
carolyn.chesarino@ncdcr.gov

Email correspondence to and from this address may be subject to North Carolina Public Records Law "NCGS.Ch.132" and may be disclosed to third parties by an authorized state official.

Sampson County Department of Aging

Lorie Sutton
Director

Services

CAP/DA Program

Family Caregiver

Nutrition Program

In-Home Aide Services

Information & Referral

Adult Day Health Care

Transportation

Home Repairs

Garland Senior Center

Butler Court Senior Center

405 County Complex Rd.
Suite 140
Clinton, NC 28328
910-592-4653
Fax 910-590-2142

lbsutton@sampsonnc.com
www.sampsonnc.com

Memorandum

TO: Ed Causey, County Manager
David Clack, Finance Officer

FROM: Lorie Sutton, Director of Aging and In-Home Services

DATE: May 2, 2013

RE: Nutrition Contract – Extended

With the Board of Commissioners approval, we would like to extend our Nutrition Contract with Bateman, Inc. for one additional year. Bateman has agreed to this request with a 2.3 percent increase in cost. Their letter is attached for your review.

Cumberland and Harnett counties have also decided to extend their contract for an additional year. We will all go out for BID next year for the FY 14-15 contract.

Please let me know if you require further information.

/lbs

Attachment: Bateman Letter

BATEMAN[®]
Senior Meals
A DIVISION OF COMPASS GROUP

April 23, 2013

Lorie Sutton
Sampson County DOA
405 County Complex Rd., Suite 140
Clinton, NC 28328

Dear Ms. Sutton,

I hope all is going well with you and your agency. As you might be aware, we have a menu meeting on May 1st. Hopefully, I will see you there; if not, maybe we can schedule some other time to get together and discuss how you believe our meals and service has been measuring up.

We have made some improvements to our program this past year that I would like to share with you. Purchasing two vans was important to refresh our fleet. We understand we are only as good as the last meal we serve and if the meal does not show up or is late due to break down, then participants, volunteers and staff are upset and that is the last thing that anyone wants. In order to keep the transport equipment clean, a dishwasher-like machine was purchased to run the transport equipment through to improve our methods of keeping the equipment clean and sanitized. No one likes to see food come out of unsightly transport equipment. We believe this piece of equipment will help with that. In addition to the above, we continue to purchase transport equipment, ice chests and stainless steel pans and lids to replace old or broken equipment on an as-needed basis.

It is that time of year when we establish the new rate for the upcoming year. Per our contract, we will use the February CPI-Food Away from Home Category. Leading the way with an overall increase over last year is fruits and vegetables, with a 4.6 percent increase. As we all know, fuel fluctuates daily, but at the time of this report, fuel was up 3.3 percent. All this considered, we are still keeping with the letter of the contract and asking for a 2.3 percent increase, which mirrors the "The Food Away from Home" Category on the report. This would make your rates, as follows, effective July 1, 2013:

Congregate	\$3.67 + applicable taxes
Home Delivered	\$4.04 + applicable taxes

We value our partnership with Sampson County DOA and look forward to another good year. If I do not hear from you on this matter by May 15th, 2013, I will presume that you are OK with the rate adjustment and will ask for an addendum to the contract from our legal department and then forward to you.

Thank you for taking the time to review our program and the new rate. Please give me a call if you would like to discuss this further.

Sincerely,

Bob Santana
District Manager
Enclosure (1)
pc: Linda Renteria & Contract File



Table 1. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, February 2013

[1982-84=100, unless otherwise noted]

Expenditure category	Relative Importance Jan. 2013	Unadjusted indexes			Unadjusted percent change		Seasonally adjusted percent change		
		Feb. 2012	Jan. 2013	Feb. 2013	Feb. 2012- Feb. 2013	Jan. 2013- Feb. 2013	Nov. 2012- Dec. 2012	Dec. 2012- Jan. 2013	Jan. 2013- Feb. 2013
All items.....	100.000	227.663	230.280	232.166	2.0	0.8	0.0	0.0	0.7
Food.....	14.327	232.486	236.341	236.301	1.6	0.0	0.2	0.0	0.1
Food at home.....	8.622	231.180	234.240	234.033	1.2	-0.1	0.2	0.0	0.1
Cereals and bakery products.....	1.232	267.821	269.078	269.304	0.6	0.1	0.2	0.1	-0.2
Meats, poultry, fish, and eggs.....	1.951	228.610	232.461	233.041	1.9	0.2	0.1	0.0	0.5
Dairy and related products ¹	0.906	219.377	220.319	219.526	0.1	-0.4	0.2	0.4	-0.4
Fruits and vegetables.....	1.308	281.072	293.714	293.742	4.5	0.0	0.3	0.3	1.4
Nonalcoholic beverages and beverage materials.....	0.948	169.758	169.593	168.977	-0.5	-0.4	0.2	-0.5	0.0
Other food at home.....	2.280	204.001	205.387	204.763	0.4	-0.3	0.2	-0.2	-0.6
Food away from home ¹	5.705	235.603	240.713	240.930	2.3	0.1	0.1	0.1	0.1
Energy.....	9.580	242.663	234.624	248.146	2.3	5.8	-0.6	-1.7	5.4
Energy commodities.....	5.793	310.685	292.609	320.258	3.1	9.4	-1.5	-3.0	8.6
Fuel oil ¹	0.233	384.747	381.889	393.782	2.3	3.1	0.0	-0.2	3.1
Motor fuel.....	5.460	306.348	288.108	316.580	3.3	9.9	-1.6	-3.2	9.0
Gasoline (all types).....	5.273	305.076	286.417	315.243	3.3	10.1	-1.9	-3.0	9.1
Energy services ²	3.787	187.962	189.444	189.679	0.9	0.1	0.3	0.4	0.5
Electricity ²	2.881	193.183	194.525	194.739	0.8	0.1	0.2	1.1	0.3
Utility (pipad) gas service ²	0.906	169.753	171.597	171.888	1.3	0.2	0.7	-1.7	1.2
All items less food and energy.....	76.093	227.865	231.612	232.432	2.0	0.4	0.1	0.3	0.2
Commodities less food and energy commodities.....	19.530	146.628	146.492	147.093	0.3	0.4	-0.1	0.2	0.0
Apparel.....	3.526	123.312	124.687	126.303	2.4	1.3	0.1	0.8	-0.1
New vehicles.....	3.195	144.326	145.871	145.925	1.1	0.0	0.2	0.1	-0.3
Used cars and trucks.....	1.839	147.011	145.260	146.718	-0.2	1.0	-0.3	0.2	0.8
Medical care commodities.....	1.716	331.867	334.046	334.405	0.8	0.1	-0.3	0.1	-0.4
Alcoholic beverages.....	0.950	230.704	232.558	233.898	1.4	0.6	0.3	-0.1	0.4
Tobacco and smoking products ¹	0.807	847.880	867.646	865.607	2.1	-0.2	0.5	0.5	-0.2
Services less energy services.....	56.563	277.027	283.284	284.231	2.6	0.3	0.2	0.3	0.2
Shelter.....	31.678	254.931	260.039	260.720	2.3	0.3	0.1	0.2	0.2
Rent of primary residence ²	6.540	258.184	264.700	265.256	2.7	0.2	0.2	0.2	0.3
Owners' equivalent rent of residences ^{2, 3}	24.016	262.612	267.995	268.448	2.1	0.2	0.1	0.2	0.2
Medical care services.....	5.460	434.832	448.226	451.625	3.9	0.8	0.3	0.2	0.3
Physicians' services ²	1.617	343.564	351.250	352.266	2.5	0.3	0.0	0.1	0.0
Hospital services ^{2, 4}	1.562	250.560	260.035	264.071	5.4	1.6	0.7	0.2	0.8
Transportation services.....	5.840	269.535	277.406	277.960	3.1	0.2	0.4	0.5	0.1
Motor vehicle maintenance and repair ¹	1.150	256.968	259.752	260.234	1.3	0.2	0.0	0.4	0.2
Motor vehicle insurance.....	2.494	395.516	415.510	416.147	5.2	0.2	0.5	0.5	0.2
Airline fare.....	0.771	298.477	306.603	309.283	3.6	0.9	0.8	1.1	-0.3

1 Not seasonally adjusted.

2 This index series was calculated using a Laspeyres estimator. All other item stratum index series were calculated using a geometric means estimator.

3 Indexes on a December 1982=100 base.

4 Indexes on a December 1996=100 base.

NOTE: Index applies to a month as a whole, not to any specific date.



Sampson County Finance Department
David K. Clack, Finance Officer

MEMORANDUM

TO: Sampson County Board of Commissioners

FROM: David K. Clack, Finance Officer

DATE: May 25, 2013

SUBJECT: Propane Equipment for Sheriff Vehicles

Attached please find a resolution authorizing the execution of the contract between the County and VFG Leasing for the propane equipment for the sheriff vehicles. The equipment has been installed and is operating properly.

We are requesting that the Board approve the attached resolution so that we may complete this project.

LESSEE RESOLUTION

RE: Master Equipment Lease/Purchase Agreement dated as of 4/22/2013, ("Master Agreement"), Escrow Agreement ("Escrow Agreement") and Schedule thereto dated 4/22/2013, ("Schedule") between VISION FINANCIAL GROUP, INC. ("Lessor") and COUNTY OF SAMPSON ("Lessee")

At a duly called meeting of the Governing Body of the "Lessee" (as such term is defined in the Master Agreement) held on
⇒ June 6, 2013 the following resolution was introduced and adopted:

BE IT RESOLVED by the Governing Body of Lessee as follows:

- 1. **Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described under the Schedule to the Master Agreement dated as of 4/22/2013,, between Lessee and Lessor.
- 2. **Approval and Authorization.** The Governing Body of Lessee has determined that the Master Agreement and Schedule thereto (collectively, "Agreements"), substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Agreements by the Lessee and hereby designates and authorizes the following person(s) to execute and deliver the Agreements on Lessee's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, necessary to the consummation of the transaction contemplated by the Agreements.

Authorized Individual(s): ⇒ Edwin W. Causey, County Manager & David K. Clack, Finance Officer
(Printed Name and Title of individual(s) authorized to execute the Agreement)

- 3. **Adoption of Resolution.** The signatures below from the designated individuals from the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

By: _____
(Signature of Secretary, Board Chairman or other member of the Governing Body)

Printed Name: ⇒ _____ Title: ⇒ _____
(Printed name of individual who signed directly above) (Title of individual who signed directly above)

Attested By: _____
(Signature of one additional person who can witness the passage of this Resolution)

Printed Name: ⇒ _____ Title: ⇒ _____
(Printed name of individual who signed directly above) (Title of individual who signed directly above)

Initials _____

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

Phone 910-592-8146

Fax 910-592-4865

To: Ed Causey, County Manager
From: Jim Johnson, Tax Administrator
Date: May 20, 2013
Subject: Late Land Use Application

Phillip Lee Hudson

Parcels 19-1064200-09, 19-1064200-08

The above taxpayer is requesting that the late land use application be approved. A letter is submitted explaining why the application was not timely filed. An applicant must show just cause for a late application to be approved. For parcels in the present use value program, the new owner has 60 days from the date the deed was recorded to file a new application to continue the property in the deferment program. All late applications must be approved by the governing board. I recommend approval of this application.

April 16, 2013

Honorable Billy C. Lockamy, Chairman

Honorable Jarvis McLamb, Vice Chairman

Honorable Jefferson Strickland

Honorable Harry Parker

Honorable Albert Kirby

Sampson County Commissioners

Re: Agricultural-use deferment on property purchased from Mae Ellen Warrick Estate

Gentlemen:

I was born and raised in Sampson County, and have been farming here since I was a boy. John Hudson Farms, Inc. has several thousand acres in active crop production, and it employs roughly numerous workers on an annual or seasonal basis. We grow tobacco, corn, beans, cotton, sorghum, as well as all sorts of produce. We also have cows and hundreds of acres of timberland. I am proud of my family's farming heritage and take great pride in the crops we grow. I hope Sampson County is equally proud of our farming operations, as we appreciate the opportunity to live and work in this great area.

On December 4, 2012, I purchased some good Sampson County farm land from the Mae Ellen Warrick Estate. That farm land had been in the agricultural deferment program, and through inadvertence, I forget to file a new application. From the conversations I had with Miss Mae Ellen before she died until now, the intent has always been for me to continue farming this land. That is what I said I would do and that is what I intend to do. By failing to file a new deferment application, it will result in roughly \$10,000 of rollback taxes to be owed.

I understand that a late application may be filed and that it is up to you as the County Commissioners to approve that request for good cause shown. I ask that you favorably on my request to allow a late application that the recently purchased land I bought be allowed to continue in the deferment program. If you need any additional information from me, please just ask.

Sincerely,



Phillip L. Hudson

553 Rosin Hill Road

Newton Grove, NC 28366

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

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

County of Sampson, NC

Tax Year 2013

Full Name of Owner(s) <u>Phillip Lee Hudson</u>			
Mailing Address of Owner <u>553 Rosin Hill Rd</u>			
City <u>New Hope Grove</u>	State <u>NC</u>	Zip Code <u>28366</u>	
Home Telephone Number <u>910-337-1711</u>	Work Telephone Number	Ext.	Cell Phone Number <u>910-337-1711</u>

Instructions

Application Deadline: This application must be filed during the regular listing period, or within 30 days of a notice of a change in valuation, or within 60 days of a transfer of the land.

Where to Submit Application: Submit this application to the county tax assessor where this property is located. County tax assessor addresses and telephone numbers can be found online at: www.domc.com/downloads/CountyList.pdf. DO NOT submit this application to the North Carolina Department of Revenue.

- Office Use Only:

This application is for: (check all that apply)

AGRICULTURE (includes Aquaculture)

HORTICULTURE

FORESTRY

Enter the Parcel Identification Number, acreage breakdown, and acreage total for each tax parcel included in this application:

PARCEL ID	OPEN LAND in Production	OPEN LAND not in Production	WOOD LAND	WASTE LAND	CRP LAND	HOME SITE	OTHER (Describe in Comments)	TOTAL ACRES
<u>19-1064200-09</u>	<u>30.00</u>		<u>32.09</u>					<u>62.09</u>
<u>19-1064200-08</u>	<u>125.94</u>		<u>15.00</u>	<u>8.00</u>				<u>142.94</u>

Comments:

Yes No Does the applicant own property in other counties that is also in present-use value and is within 50 miles of this property? If YES, list the county or counties and parcel identification number(s):

County: _____ Parcel ID: _____

County: _____ Parcel ID: _____

IMPORTANT!

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

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

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

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

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

Part 1. Ownership

On what date did the applicant become the owner of the property? DATE: 1845/467 12/04/12

If owned less than four full years on January 1, provide: Name of Previous Owner: Mae Ellen Warwick

How the Applicant is Related to the Previous Owner: N/A

Yes No Did one of the applicants reside on the property on January 1 of the year for which this application is made?

If YES, provide name of resident:

Yes No Are any of the acres leased out to a farmer? If YES, indicate: Number of acres leased out:

Name of farmer leasing the land:

Phone:

Choose the legal form of ownership from "a - e" below, and answer the questions, if any, for that ownership:

a. One Individual b. Husband and Wife (as tenants by the entirety)

c. Business Entity. (Circle one: Corporation, Limited Liability Company, Partnership) List all the direct shareholders, members, or partners of the business entity and their farming activities:

Table with 2 columns: Member and Farming Activities. Multiple rows for listing members and their activities.

Yes No Are any of the direct shareholders, members, or partners either a business entity or trust (i.e. not an individual)? If YES, you must attach a breakdown of those business entities or trusts until you reach the individual level of ownership interest and you must describe those individuals' farming activities.

Yes No Once you have reached the individual level of ownership interest, are all of the individuals relatives of each other? (See G.S. 105-277.2(5a) for the definition of relative.)

State the principal business of the business entity:

d. Trust. List the trustee(s), name of the trust, and all of the beneficiaries:

Table with 2 columns: Trustee(s) and Name of trust. Below are rows for Beneficiary and Farming Activities.

Yes No Are any of the beneficiaries either a business entity or trust (i.e. not an individual)? If YES, you must attach a breakdown of those business entities or trusts until you reach the individual level of ownership interest and you must describe those individual's farming activities.

Yes No Once you have reached the individual level of ownership interest, are all of the beneficiaries either the trust's creator or relatives of the creator? (See G.S. 105-277.2(5a) for the definition of relative.)

e. Tenants in common. List the tenants and their percentage of ownership (round to the nearest 0.1%):

Table with 4 columns: Owner, %, Owner, %. Rows for listing tenants and their ownership percentages.

Yes No Are any of the tenants either a business entity or trust? If YES, you must make a copy of this page for each business entity or trust. You must complete the business entity section only or trust section only for each tenant, as appropriate, labeling each copy with the name of the business entity or trust.

The Tax Assessor may contact you for additional information after reviewing this application.

Part 2. Agriculture and Horticulture

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

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

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

	ONE YEAR AGO 20 <u>12</u>			TWO YEARS AGO 20 <u>11</u>			THREE YEARS AGO 20 <u>10</u>		
Parcel ID	Product	Acres	Income	Product	Acres	Income	Product	Acres	Income
19-1064200-09	Soybean	30	12,600	Su. Pot.	27	70,200	Tob.	24	9,384
	Totals			Totals			Totals		
19-1064200-08	Tobacco	125.90		30. Pot.	125.8		Beans		125.80
	beans			cotton			corn		
	strawberries			Watermelons			su. pot.		
	corn, peas			Tobacco			cabbage		
Hay			Hay			Hay			
Totals		235,830	Totals		242,232	Totals		180,874	
Totals				Totals			Totals		
Totals				Totals			Totals		

Yes No ➤ If this application covers a horticultural tract used to grow Christmas trees, has a written management plan been prepared? If YES, attach a copy. If NO, attach a full explanation of your operation that contains at least the following: year each tract was planted, gross income from each tract, site management practices, number of trees per acre, and expected date of harvesting for each tract.

If this application covers an aquatic species farming operation, enter the total pounds produced for commercial sale annually for the last three years: Year 20 lbs, Year 20 lbs, Year 20 lbs

Part 3. Forestry

Attach a complete copy of your forest management plan. Indicate below who prepared the plan:


N.C. Division of Forest Resources Consulting Forester Owner Other


Note: The property must be actively engaged in the commercial growing of trees under a sound management program as of January 1 of the year for which application is made.

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

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

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

Part 4. Affirmation		
<p>AFFIRMATION OF APPLICANT—I (we) the undersigned declare under penalties of law that this application and any attachments hereto have been examined by me (us) and to the best of my (our) knowledge and belief are true and correct. In addition, I (we) fully understand that an ineligible transfer of the property or failure to keep the property actively engaged in commercial production under a sound management program will result in the loss of eligibility. I (we) fully understand that loss of eligibility will result in removal from the program and the immediate billing of deferred taxes.</p>		
 _____ Signature of Owner (All tenants of a tenancy in common must sign.)	_____ Title	_____ Date 4-26-13
_____ Signature of Owner (All tenants of a tenancy in common must sign.)	_____ Title	_____ Date
_____ Signature of Owner (All tenants of a tenancy in common must sign.)	_____ Title	_____ Date

Part 5. Continued Use <i>(Complete only if the property is currently in Present-Use Value and you are applying for immediate eligibility under the Continued Use exception. See G.S. 105-277.2(b2)(1) for full details.)</i>		
<p>I certify: 1. The property is currently in Present-Use Value. 2. I intend to continue the current use of the land under which it currently qualifies. 3. I understand I will be responsible for all deferred taxes due because of any disqualification. 4. I ACCEPT FULL LIABILITY FOR ANY EXISTING DEFERRED TAXES.</p>		
<p>Note: If the property is currently in Present-Use Value and liability is not accepted, the full amount of the deferred taxes will typically be due in the name of the grantor immediately. Liability need not be accepted and no deferred taxes are due for qualifying transfers pursuant to G.S. 105-277.3(b) and (b1). For example, liability does not need to be accepted for qualifying transfers to relatives. However, any deferred taxes existing at the time of transfer will remain a lien on the property. Owners already receiving Present-Use Value on properties not included in this application may wish to review the alternative provisions of G.S. 105-277.3(b2)(2).</p>		
 _____ Signature of Owner (All tenants of a tenancy in common must sign.)	_____ Title	_____ Date 4-26-13
_____ Signature of Owner (All tenants of a tenancy in common must sign.)	_____ Title	_____ Date
_____ Signature of Owner (All tenants of a tenancy in common must sign.)	_____ Title	_____ Date

FOR OFFICE USE ONLY: APPROVED DENIED BY: _____ REASON FOR DENIAL: _____

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

GLENN SPELL
Tax Administrator

Telephone 910/592-8146
910/592-8147

5688

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

Gentlemen:

Pursuant to North Carolina G.S. 105-381, I hereby demand refund and remission of taxes assessed and collected by Sampson County against the property owned by Martin B Wilson
in Newton Grove Township, Sampson County, for
the year(s) and in the amount(s) of. 11-1138760-02

YEAR	
<u>2008</u>	\$ <u>537.25</u>
<u>2009</u>	\$ <u>537.25</u>
<u>2010</u>	\$ <u>537.25</u>
<u>2011</u>	\$ <u>576.48</u>
<u>2012</u>	\$ <u>579.90</u>
TOTAL REFUND	\$ <u>2,768.13</u>

These taxes were assessed through clerical error as follows.

*Doublewide double listed
to 11-0183551-01*

County Tax 2,569.71
School Tax _____
F18 Fire Tax 200.42
City Tax _____
TOTAL \$ 2,768.13

Yours very truly

Luretha Wilson Lewis
Taxpayer

Social Security # _____

RECOMMEND APPROVAL:

Glenn Spell
Sampson County Tax Administrator

Mailing address.

Martin B Wilson (Estate)
825 N Johnson
Mail to:
Luretha Wilson Lewis
106 London Berry Rd
Goldboro, NC 27530



Detail

Notes/SC

Customer File

Effective Date

Parcel 11-1138760-02

Location ** MULTIPLE **

Name WILSON, MARTIN B

Land parcel

Effective

Year	Cat	Bill	NSI	Orig Billed	Activity	Unpaid Bal	Due Now
2012	RE-R	47514	<input type="checkbox"/>	1109.66	-1109.66	.00	.00
2011	RE-R	47149	<input type="checkbox"/>	1722.35	-1722.35	.00	.00
2010	RE-R	24582	<input type="checkbox"/>	1479.41	-1479.41	.00	.00
2009	RE-R	24453	<input type="checkbox"/>	1479.41	-1479.41	.00	.00
2008	RE-R	24265	<input type="checkbox"/>	1479.41	-1479.41	.00	.00
2007	RE-R	24027	<input type="checkbox"/>	1390.00	-1390.00	.00	.00
2006	RE-R	44354	<input type="checkbox"/>	1390.00	-1390.00	.00	.00
2005	RE-R	43696	<input type="checkbox"/>	1068.09	-1068.09	.00	.00
2004	RE-R	23098	<input type="checkbox"/>	861.55	-861.55	.00	.00
▶ 2003	RE-R	42839	<input type="checkbox"/>	929.18	-929.18	.00	.00
2002	RE-R	22385	<input type="checkbox"/>	338.10	-338.10	.00	.00
2001	RE-R	21813	<input type="checkbox"/>	327.53	-327.53	.00	.00

*DL
DW
=*

Total payable .00

Total due now .00

Total unpaid .00

*DL DW also billed + paid on
11-0183551-01*

2012

My File Edit Tools Help



Property

Owner

Class	Description	Type	Res	Count	Assessed Value	Acres
1	HOMESITE	L	Y	1.0	11500	1.000
2	CROP LAN	L	N	2.0	70072	20.710
3	PASTURE	L	N	3.0	14544	8.000
4	WOODLAND	L	N	4.0	11270	9.800
R	RESIDENC	N	Y	1.0	25334	.000
62	STORAGE	N	N	2.0	500	.000
38	MH HKUPS	N	N	3.0	2375	.000
R	RESIDENC	N	Y	4.0	68233	.000

Gross assessed

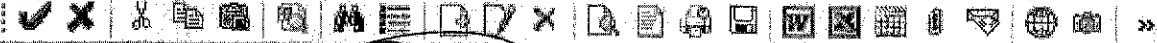
Deferred

Net assessed

QVR

206

My File Edit Tools Help



Property 11113876002

Owner 1138760 WILSON, MARTIN B

Class	Description	Type	Res	Count	Assessed value	Acres
1	HOMESITE	L	Y	1.0	11500	1.000
2	CROP LAN	L	N	2.0	70072	20.710
3	PASTURE	L	N	3.0	14544	8.000
4	WOODLAND	L	N	4.0	11270	9.800
R	RESIDENC	N	Y	1.0	25334	.000
62	STORAGE	N	N	2.0	500	.000
38	MH HKUPS	N	N	3.0	2375	.000
R	RESIDENC	N	Y	4.0	68238	.000

Gross assessed 203828

Deferred 0

Net assessed 203828

OVR



2018

Property
Owner

Class	Description	Type	Res	Count	Assessed Value	Acres
1	HOMESITE	L	Y	1.0	8000	1.000
2	CROP LAN	L	N	2.0	53846	20.710
3	PASTURE	L	N	3.0	14040	8.000
4	WOODLAND	L	N	4.0	6860	9.800
R	RESIDENC	N	Y	1.0	18789	.000
62	STORAGE	N	N	2.0	0	.000
62	STORAGE	N	N	3.0	100	.000
38	MH HKUPS	N	N	4.0	1900	.000
R	RESIDENC	N	Y	5.0	59038	.000

Gross assessed
Deferred
Net assessed

OVR

2009

My File Edit Tools Help



Property

Owner

Class	Description	Type	Res	Count	Assessed Value	Acres
1	HOMESITE	L	Y	1.0	8000	1.000
2	CROP LAN	L	N	2.0	53846	20.710
3	PASTURE	L	N	3.0	14040	8.000
4	WOODLAND	L	N	4.0	6860	9.800
R	RESIDENC	N	Y	1.0	18789	.000
62	STORAGE	N	N	2.0	0	.000
62	STORAGE	N	N	3.0	100	.000
38	MH HKUPS	N	N	4.0	1900	.000
R	RESIDENC	N	Y	5.0	59038	.000

Gross assessed	<input type="text" value="162573"/>
Deferred	<input type="text" value="0"/>
Net assessed	<input type="text" value="162573"/>

OVR

2008

Property: 11113876002
 Owner: 1138760 WILSON, MARTIN B

Class	Description	Type	Res	Count	Assessed Value	Acres
1	HOMESITE	L	Y	1.0	8000	1.000
2	CROP LAN	L	N	2.0	53846	20.710
3	PASTURE	L	N	3.0	14040	8.000
4	WOODLAND	L	N	4.0	6860	9.800
R	RESIDENC	N	Y	1.0	18789	.000
62	STORAGE	N	N	2.0	0	.000
62	STORAGE	N	N	3.0	100	.000
38	MH HKUPS	N	N	4.0	1900	.000
R	RESIDENC	N	Y	5.0	59038	.000

Gross assessed	162573
Deferred	0
Net assessed	162573

OVR



Detail

Notes/SC

Customer File

Effective Date

Parcel 11-0183551-01

Location ** MULTIPLE **

Name WILSON, MARY J

Handwritten circled initials "LH"

Effective

Year	Cat	Bill	NSI	Orig Billed	Activity	Unpaid Bal	Due Now
2012	RE-R	47517	<input type="checkbox"/>	589.13	-589.13	.00	.00
2011	RE-R	47152	<input type="checkbox"/>	585.67	-585.67	.00	.00
2010	RE-R	24583	<input type="checkbox"/>	604.05	-604.05	.00	.00
2009	RE-R	24454	<input type="checkbox"/>	604.05	-604.05	.00	.00
2008	RE-R	24266	<input type="checkbox"/>	604.05	-604.05	.00	.00
2007	RE-R	24028	<input type="checkbox"/>	567.54	-567.54	.00	.00
2006	RE-R	44357	<input type="checkbox"/>	567.54	-567.54	.00	.00
2005	RE-R	43699	<input type="checkbox"/>	540.99	-540.99	.00	.00
2004	RE-R	23099	<input type="checkbox"/>	477.93	-477.93	.00	.00
2003	RE-R	42843	<input type="checkbox"/>	477.93	-477.93	.00	.00
▶ 2002	RE-R	22386	<input type="checkbox"/>	441.09	-441.09	.00	.00
2002	RE-D	20000062	<input type="checkbox"/>	427.31	-427.31	.00	.00

Total payable	.00
Total due now	.00
Total unpaid	.00

Handwritten note: LH DL on 11-1138760-02



- Chgs/Taxes
- Spec Assmt
- Values
- Inquiry

Parcel Information

Year: 2012 Bill 47517 Tax year(s) 2012

Parcel: 11-0183551-01

Alt: []

Street: [] Unit: []

Q.L.H.

Jurisdiction: 11 Class: R1 Status: A

Subdiv: [] Zone: [] List: L

fam: 1 SIC: [] Exempt: N

SF: [] Bk/pg: []

Acres: .000 Date: []

Ownership Information

Name1: WILSON, MARY J

Name2: []

Owner SSN: [] []

DBA: []

JAN 1 Owner: WILSON, MARY J

Lender: [] Acct: []

Legal Description: []

Assessment Values

	Prev year	This year
Land val	[]	[]
Bldg val	69,310	69,310
Pers val	[]	[]
Gross	69,310	69,310
Spec assmt bal	[]	.00
Curr land use	[]	[]
Curr val exem	[]	[]
Curr taxable	[]	69,310

Taxes & Exemptions

Charge	Rate	Amount
F18	0.065000	45.05
503	0.000000	0.00
G01	0.785000	544.08

Exemption	Date	Amount
[]	[]	[]

Display values for the current record.



- Chgs/Taxes
- Spec Assmt
- Values
- Inquiry

Parcel Information

Year 2011 Bill 47152 Tax year(s) 2011

Parcel 11-0183551-01

Alt: _____

Street: _____ Unit: _____

O L H

Juris 11 Class R1 Status A

Subdiv _____ Zone _____ List L

fam 1 SIC _____ Exempt N

SF 0 Bk/pg _____

Acres .000 Date _____

Ownership Information

Name1 WILSON, MARY J

Name2 _____

Owner SSN _____

DBA _____

JAN 1 Owner: WILSON, MARY J

Lender _____ Acct _____

Legal Description

Assessment Values

	Prev year	This year
Land val		
Bldg val	66,379	69,310
Pers val		
Gross	66,379	69,310
Spec assmt bal		.00
Curr land use		
Curr val exem		
Curr taxable		69,310

Taxes & Exemptions

Charge	Rate	Amount
F18	0.060000	41.59
S03	0.000000	0.00
G01	0.785000	544.08

Exemption	Date	Amount

Display charges and taxes for the current record.



- Chgs/Taxes
- Spec Assmt
- Values
- Inquiry

Parcel Information

Year: 2010 Bill 24583 Tax year(s) 2010

Parcel: 11-0183551-01

Alt: []

Street: [] Unit: []

O LH

Juris: 11 Class: R1 Status: A

Subdiv: [] Zone: [] List: L

fam: 1 SIC: [] Exempt: N

SF: 0 Bk/pg: []

Acres: .000 Date: []

Ownership Information

Name1: WILSON, MARY J

Name2: []

Owner 55A: [] []

DBA: []

JAN 1 Owner: WILSON, MARY J

Lender: [] Acct: []

Legal Description

[]

Assessment Values

	Prev year	This year
Land val	[]	[]
Bldg val	66,379	66,379
Pers val	[]	[]
Gross	66,379	66,379
Spec assmt bal	[]	.00
Curr land use	[]	[]
Curr val exem	[]	[]
Curr taxable	[]	66,379

Taxes & Exemptions

Charge	Rate	Amount
F18	0.065000	43.15
G01	0.845000	560.90
S03	0.000000	0.00

Exemption	Date	Amount
[]	[]	[]

Display charges and taxes for the current record.



- Chgs/Taxes
- Spec Assmt
- Values
- Inquiry

Parcel Information

Year: 2009 Bill: 24454 Tax year(s): 2009

Parcel: 11-0183551-01

Alt:

Street: Unit:

OLH

Juris: 11 Class: R1 Status: A

Subdiv: Zone: List: L

fam: 1 SIC: Exempt: N

SF: 0 Bk/pg: 1

Acres: .000 Date:

Ownership Information

Name1: WILSON, MARY J

Name2:

Owner SSN:

DBA:

JAN 1 Owner: WILSON, MARY J

Lender: Acct:

Legal Description:

Assessment Values

	Prev year	This year
Land val	<u></u>	<u></u>
Bldg val	<u>66,379</u>	<u>66,379</u>
Pers val	<u></u>	<u></u>
Gross	<u>66,379</u>	<u>66,379</u>
Spec assmt bal	<u></u>	<u>.00</u>
Curr land use	<u></u>	<u></u>
Curr val exem	<u></u>	<u></u>
Curr taxable	<u></u>	<u>66,379</u>

Taxes & Exemptions

Charge	Rate	Amount
F18	0.065000	43.15
G01	0.845000	560.90
S03	0.000000	0.00

Exemption	Date	Amount
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

Display values for the current record.



- Chgs/Taxes
- Spec Assmt
- Values
- Inquiry

Parcel Information

Year 2008 Bill 24266 Tax year(s) 2008

Parcel 11-0183551-01

Alt

Street _____ Unit _____

Q.L.H.

Juris 11 Class R1 Status A

Subdiv _____ Zone _____ List L

#.fam. 1 SIC _____ Exempt N

SF _____ 0 Bk/pg /

Acres .000 Date _____

Ownership Information

Name1 WILSON, MARY J

Name2 _____

Owner SSN _____

DBA _____

JAN 1 Owner: WILSON, MARY J

Lender _____ Acct _____

Legal Description

Assessment Values

	Prev year	This year
Land val		
Bldg val	66,379	66,379
Pers val		
Gross	66,379	66,379
Spec assmt bal		.00
Curr land use		
Curr val exem		
Curr taxable		66,379

Taxes & Exemptions

Charge	Rate	Amount
F18	0.065000	43.15
G01	0.845000	560.90
S03	0.000000	0.00

Exemption	Date	Amount

Display charges and taxes for the current record.

COUNTY OF SAMPSON

BUDGET AMENDMENT

MEMO:

May 10, 2013

FROM: Sampson County Health Department
TO: Sampson County Board of Commissioners
VIA: County Manager & Finance Officer
SUBJECT: Budget Amendment for fiscal year 2012 - 2013

1. It is requested that the budget for General Administration and Adult Health to be amended as follows:

EXPENDITURE

<u>CODE NUMBER</u>	<u>DESCRIPTION (Object of Expenditure)</u>	<u>INCREASE</u>	<u>DECREASE</u>
12551100 581002	Transfer to Other Health Programs	12000.00	
12551510 523900	Medical Supplies	12000.00	

REVENUE

<u>CODE NUMBER</u>	<u>SOURCE OF REVENUE</u>	<u>INCREASE</u>	<u>DECREASE</u>
12535164-404096	Transfer to other health programs	12000.00	
12535100 404000	State Assistance	12000.00	

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

Move funds to Adult Health Medical Supplies to purchase needed vaccines

Wanda Johnson
(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval

5/24 2013
David Miller
(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval

20
Earl W. G.
(County Manager & Budget Officer)

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

COUNTY OF SAMPSON
BUDGET AMENDMENT

MEMO:

5/20/2013

FROM: Lorie Sutton, Director of Aging Services

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2012-2013

1. It is requested that the budget for the _____ Aging _____ Department
be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02558680-526200	SC-DEPARTMENTAL SUPPLIES	\$ 100.00	

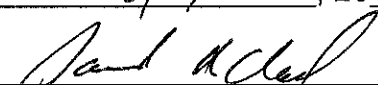
<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02035868-408401	SC- GARLAND SENIOR CENTER DONATION	\$ 100.00	

2. Reason(s) for the above request is/are as follows:
BUDGET DONATION GARLAND SENIOR CENTER


(Signature of Department Head)


ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

5/24, 2013

(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____

(County Manager & Budget Officer)

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

COUNTY OF SAMPSON
BUDGET AMENDMENT

MEMO:

5/1/2013

FROM: Lorie Sutton, Director of Aging Services

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2012-2013

1. It is requested that the budget for the _____ Aging _____ Department
be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02558670-524100	HR - Materials	\$ 20.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02035867-408401	HR - Donations	\$ 20.00	

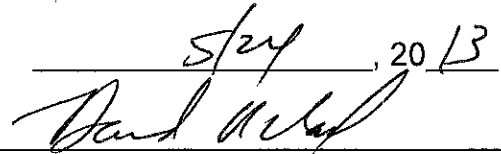
2. Reason(s) for the above request is/are as follows:
To budget donation received for Home Repairs.



(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

 5/24, 2013

(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

 _____, 20____

(County Manager & Budget Officer)

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

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

5/17/2013

FROM: JIM JOHNSON

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2012-2013

1. It is requested that the budget for the _____ TAX _____ Department
be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11141400-519100	PROFESSIONAL SERVICES	14,000.00	
11141400-537000	ADVERTISING		1,600.00
11141400-543000	RENTAL-EQUIPMENT		55.08
11141400-544000	CONTRACTED SERVICES		600.00
11141400-557000	LAND PURCHASES		1,000.00
11141400-532100	TELEPHONE AND POSTAGE	3,255.08	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11141400-404125	LEGAL FEES COLLECTED	14,000.00	

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

LEGAL SERVICES FOR FORECLOSURES
POSTAGE FOR CERTIFIED MAIL FOR GARNISHMENTS AND MOTOR VEHICLE BILLING



(Signature of Department Head)

5/24, 2013



(County Finance Officer)

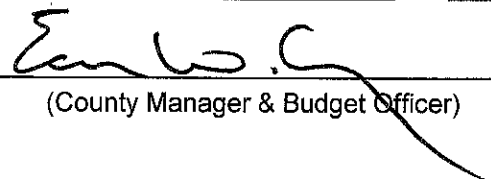
ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

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



(County Manager & Budget Officer)

COUNTY OF SAMPSON
BUDGET AMENDMENT

MEMO:

5/21/2013

FROM: SHERIFF JIMMY THORNTON

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2012-2013

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11243100-581000	TRANSFER TO STATE AGENCY	\$17,000.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11034310-404115	CONCEALED WEAPONS FEE	17,000.00	

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

TO COVER COST OF PROCESSING NEW AND RENEWAL CONCEALED CARRY PERMITS FOR THE MONTHS OF MARCH - JUNE 2013.

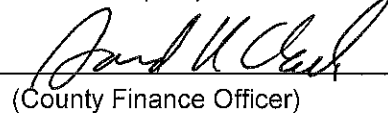


(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

5/24, 2012



(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____



(County Manager & Budget Officer)

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

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

5/22/2013

Date

FROM: Lorie Sutton, Director of Aging Services

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2012-2013

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02558680-526200	Garland Senior Center - Dept Supplies	500.00	


<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02035868-408401	Garland Senior Center - Donation	\$ 500.00	

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

To budget donation made to the Garland Senior Center - to be used for Older Americans Month Celebration.


(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending  approval/disapproval.

5/24, 2013


(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____


(County Manager & Budget Officer)

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

COUNTY OF SAMPSON

BUDGET AMENDMENT

MEMO:

May 10, 2013

FROM: Sampson County Health Department
TO: Sampson County Board of Commissioners
VIA: County Manager & Finance Officer
SUBJECT: Budget Amendment for fiscal year 2012 - 2013

1. It is requested that the budget for General Administration and Adult Health to be amended as follows:

EXPENDITURE

<u>CODE NUMBER</u>	<u>DESCRIPTION (Object of Expenditure)</u>	<u>INCREASE</u>	<u>DECREASE</u>
12551100 581002	Transfer to Other Health Programs	12000.00	
12551640 523900	Medical Supplies	12000.00	

REVENUE

<u>CODE NUMBER</u>	<u>SOURCE OF REVENUE</u>	<u>INCREASE</u>	<u>DECREASE</u>
12535164-404096	Transfer to other health programs	12000.00	
12535100 404000	State Assistance	12000.00	

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

Move funds to Family Planning Medical Supplies to purchase needed birth control methods

Wanda Roberts
(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval

5/24 20 13

David M. Clark
(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval

20

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

Earl W. C.
(County Manager & Budget Officer)

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

5/9/2013

FROM: Lorie Sutton, Director of Aging Services

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2012-2013

1. It is requested that the budget for the _____ Aging _____ Department be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02558620-523800	CAP/DA - Medical Supplies	\$ 5,000.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02035862-363301	CAP/DA - Medical Supplies	\$ 5,000.00	

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

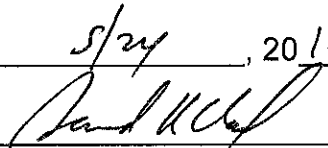
Medical supplies have increased this year with the client's using more supplies than in previous years and with the number of client's that we have needing supplies. We need an additional \$5000 to take us to June 30. These costs are reimbursed by Medicaid.



(Signature of Department Head)

ENDORSEMENT


1. Forwarded, recommending approval/disapproval.

5/24, 2013


(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____


(County Manager & Budget Officer)

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

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO: 4/30/2013
Date
FROM: Lorie Sutton, Director of Aging Services

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2012-2013

1. It is requested that the budget for the _____ Aging _____ Department
 be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02558670-524100	Home Repairs - Materials	\$ 25.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02035867-408401	Home Repairs - Donation	\$ 25.00	

2. Reason(s) for the above request is/are as follows:
 To budget donation made to Home Repairs program.




(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval. *X*

 , 20 12


 (County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____


 (County Manager & Budget Officer)

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

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

May 24, 2013

MEMO:

FROM: David K. Clack, Finance Officer
 TO: Sampson County Board of Commissioners
 VIA: County Manager & Finance Officer
 SUBJECT: Budget Amendment for fiscal year 2012-2013

1. It is requested that the budget for the SFR-11 Grant Department be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
29549350-562004	Housing rehabilitation	45,000.00	
29549350-519050	Other professional services	11,430.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
29534935-403614	Grant -NC Housing Finance	56,430.00	

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


To allocate additional grant funds from NC Housing Finance Authority for the Single Family Rehabilitation Housing Program.



 (Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

 , 20 13



 (County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20__



 (County Manager & Budget Officer)

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

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

May 24, 2013

MEMO:

FROM: David K. Clack, Finance Officer
 TO: Sampson County Board of Commissioners
 VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2012-2013

1. It is requested that the budget for the City Schools Supplemental Current Expense Department be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
26659100-581001	Transfer to City Schools	50,000.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
26031840-412000	Current year taxes	30,000.00	
26031840-414000	Prior year taxes	20,000.00	

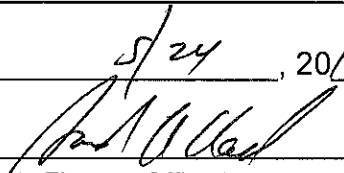
2. Reason(s) for the above request is/are as follows:
 To transfer funds collected in excess of the original budget to the School system.



 (Signature of Department Head)

ENDORSEMENT

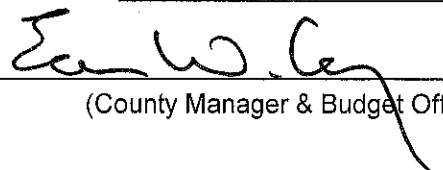
1. Forwarded, recommending approval/disapproval.

_____, 5/24, 2013


 (County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____


 (County Manager & Budget Officer)

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

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 4

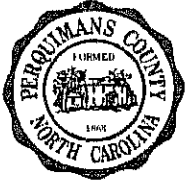
Meeting Date: June 3, 2013

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

INFORMATION ONLY

The following selected items are available for your review. Please contact the County Manager's Office if you wish to have additional information on any of the following.

- a. Miscellaneous Counties Resolutions Regarding Legislative Issues



MARY P. HUNNICUTT
CLERK TO BOARD
W. FRANK HEATH, III
COUNTY MANAGER

**PERQUIMANS COUNTY
BOARD OF COMMISSIONERS**

P.O. BOX 45
HERTFORD, NORTH CAROLINA 27944
TELEPHONE: 1-252-426-7550

JANICE MCKENZIE COLE
CHAIR
EDWARD R. MUZZULIN
VICE CHAIRMAN
BENJAMIN C. HOBBS
KYLE JONES
TAMMY MILLER-WHITE
MATTHEW PEELER
W. HACKNEY HIGH, JR.
COUNTY ATTORNEY

**OPPOSING THE CLOSING AND CONSOLIDATING OF NC HIGHWAY
PATROL COMMUNICATIONS CENTERS**

WHEREAS, Governor Pat McCrory proposes closing three of eight NC Highway Patrol communication centers and consolidating them with the Raleigh office; and

WHEREAS, in an effort to control costs, plans are to close the State Highway Patrol stations in Williamston, as well as stations in Asheville and Greensboro; and

WHEREAS, the State Highway Patrol has more than 1,600 troopers who cover 78,000 miles in North Carolina roadways, enforcing the state's traffic laws, guiding traffic during hurricane evacuations, rerouting traffic around hazardous chemical spills, and standing ready, should any act of terrorism occur; and

WHEREAS, the Williamston Highway Patrol Communication Center (Troop A), alone, processes 600 incoming calls daily (219,000 annually), serves 20 counties (Martin, Pitt, Beaufort, Washington, Tyrrell, Hyde, Dare, Currituck, Jones, Lenoir, Carteret, Craven, Pamlico, Hertford, Bertie, Gates, Chowan, Perquimans, Pasquotank, Camden) and dispatches to 180 troopers; and

WHEREAS, the Highway Patrol Communication Center has been remodeled and upgraded to house the latest equipment and technology; and

WHEREAS, the Highway Patrol Communication Center is a key employment center for our region; and

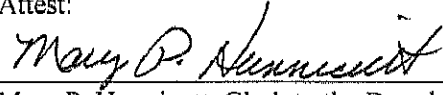
WHEREAS, there is the concern that public safety will be compromised due to delayed response time caused by operators in a communication center centralized in Raleigh becoming overloaded and being unfamiliar with the area.

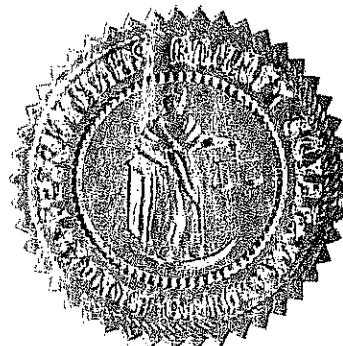
NOW, THEREFORE BE IT RESOLVED, the Perquimans County Board of Commissioners strongly appeal to Governor McCrory to reconsider his recommendation to members of the General Assembly to close the NC Highway Patrol communications center in Williamston to balance the state budget.

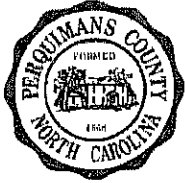
ADOPTED, this the 6th day of May, 2013.


Janice McKenzie Cole, Chair
Perquimans County Board of Commissioners

Attest:


Mary P. Hunnicutt, Clerk to the Board





MARY P. HUNNICUTT
CLERK TO BOARD
W. FRANK HEATH, III
COUNTY MANAGER

PERQUIMANS COUNTY BOARD OF COMMISSIONERS

P.O. BOX 45
HERTFORD, NORTH CAROLINA 27944
TELEPHONE: 1-252-426-7550

JANICE MCKENZIE COLE
CHAIR
EDWARD R. MUZZULIN
VICE CHAIRMAN
BENJAMIN C. HOBBS
KYLE JONES
TAMMY MILLER-WHITE
MATTHEW PEELER
W. HACKNEY HIGH, JR.
COUNTY ATTORNEY

A RESOLUTION TO MAINTAIN AND SUPPORT THE CURRENT INTEGRITY AND FUNDING FOR THE PARKS AND RECREATION TRUST FUND (PARTF)

WHEREAS, North Carolina is known for its unique and scenic natural resources and opportunities for recreation with a long tradition of its citizens and visitors enjoying parks, mountains, rivers, greenways, beaches and more. Generations of residents and visitors have delighted in these landscapes and park facilities; and

WHEREAS, the Parks and Recreation Trust Fund (PARTF) was established with bipartisan support on July 16, 1994, to fund improvements in the state's park system, to fund grants for local governments and to increase the public's access to the state's beaches and coastal waterways; and

WHEREAS, since its inception the Parks and Recreation Trust Fund has provided \$161 million via 722 grants to 370 local governments in 99 counties and has been matched with \$312 million of local and private dollars for the purchase of local park land, building and renovation of facilities and development of greenways and trails; and

WHEREAS, North Carolina's population has grown to make it the 10th most populous state in the nation with projections for the significant growth to continue in the coming decades, and more state and local parks are needed to meet the increased demands; and

WHEREAS, parks are identified as key contributors to North Carolina's tourism industry that generates nearly \$20 billion in annual economic impact; and

WHEREAS, parks in North Carolina are experiencing record visitation levels including over 14.25 million to state parks in both 2011 and 2012; and

WHEREAS, the Parks & Recreation Trust Fund has leveraged funds that allowed our State to acquire land for state parks and state natural areas and protected nearly 83,000 acres and made major additions to the Mountains-to-Sea State Trail; and

WHEREAS, the Parks & Recreation Trust Fund has funded capital improvement projects in the state parks such as visitor centers and exhibit halls which provide tremendous opportunities to educate students and all citizens about North Carolina's outstanding natural resources, and other capital projects including campgrounds, picnic areas, boating facilities, trails and swimming beaches; and local capital projects including construction of community centers, athletic fields and greenways; and

WHEREAS, the annual economic impact to local economies of all tourists visiting the state parks system was estimated at more than \$400 million in sales and income, as well as nearly 5,000 jobs according to a 2008 study; and

WHEREAS, a portion of the Parks & Recreation Trust Fund is designated for the Public Beach and Coastal Waterfront Access Program to improve access to beaches and coastal waterways by funding public boat ramps and public beaches accesses; and

WHEREAS, access to parks, recreation facilities and open space provides cost-effective opportunities for citizens of all ages to participate in health and wellness activities thereby reducing costs associated with obesity, heart disease, diabetes and high blood pressure; and

WHEREAS, research has documented that structured park and recreational opportunities in local communities can prevent crime and provide positive activities and directions for young people; and

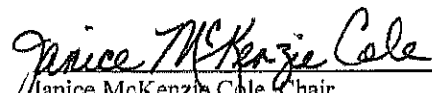
WHEREAS, dedicated, recurring funding of the Parks & Recreation Trust Fund allows for structured and objective planning and efficient management of the system at both the state and local levels for today and future generations; and

WHEREAS, the success of the Parks and Recreation Trust Fund is due to the dedicated funding source provided by a portion of the deed stamp tax, and is recognized nationally as a model for efficiency and accountability;

NOW, THEREFORE, BE IT RESOLVED, that the Perquimans County Board of Commissioners does call on the members of the General Assembly to maintain dedicated revenues generated by seventy-five cents of the deed stamp tax for the Parks and Recreation Trust Fund.

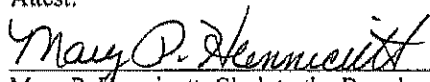
The Clerk is directed to send a copy of this resolution to each of the members of the General Assembly representing the people of Perquimans County and the North Carolina Recreation and Park Association.

ADOPTED this 6th day of May, 2013.



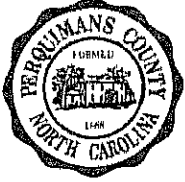
Janice McKenzie Cole, Chair
Perquimans County Board of Commissioners

Attest:



Mary P. Hunicutt, Clerk to the Board





**PERQUIMANS COUNTY
BOARD OF COMMISSIONERS**

JANICE MCKENZIE COLE
CHAIR
EDWARD R. MUZZULIN
VICE CHAIRMAN
BENJAMIN C. HOBBS
KYLE JONES
TAMMY MILLER-WHITE
MATTHEW PEELER
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COUNTY ATTORNEY

MARY P. HUNNICUTT
CLERK TO BOARD
W. FRANK HEATH, III
COUNTY MANAGER

P.O. BOX 45
HERTFORD, NORTH CAROLINA 27944
TELEPHONE: 1-252-426-7550

**Resolution to Support the 2013-2015 Funding for
Clean Water Management Trust Fund**

Whereas the 1996 General Assembly established the Clean Water Management Trust Fund to provide an innovative and non-regulatory approach to the protection and restoration of the surface waters all across the state; and

Whereas the Clean Water Management Trust Fund is a non-regulatory program established to help meet infrastructure needs of municipalities and counties, restore degraded surface water, protect watersheds, increase recreational opportunities, and enhance quality of life in this state, all critical components for communities to obtain a competitive edge in their economic development; and

Whereas the Clean Water Management Trust Fund has funded 452 infrastructure projects to assist North Carolina communities balance infrastructure needs with environmental protection and to help struggling communities become self reliant with future infrastructure needs; and

Whereas infrastructure needs across the state addressing drinking water, wastewater, and stormwater are estimated at \$16.6 billion between 2005 and 2030; and

Whereas the Clean Water Management Trust Fund has leveraged more than \$1 billion of private, local and federal funds to support projects; and

Whereas the General Assembly has reduced funding for the Clean Water Management Trust Fund by 78% since 2010; and

Whereas limited funding for the Clean Water Management Trust Fund left 88% of 2012 critical local needs unmet; and


Whereas our economic vitality, health and ability to sustain ourselves and the natural environment all rely on clean water; and

Whereas surface water must be protected to ensure sufficient drinking water supply for the state's growing industrial base and population; and

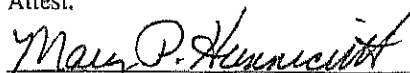
Whereas, Clean Water Management Trust Fund has provided grant(s) to various cities and towns to protect, restore or enhance surface water quality for the benefit of the state's agriculture, military, recreation and tourism economies and to protect our natural heritage for the benefit of all North Carolinians; and

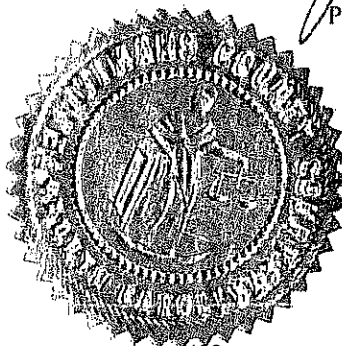
NOW, THEREFORE, BE IT RESOLVED BY THE PERQUIMANS COUNTY BOARD OF COMMISSIONERS, AT ITS MEETING ON MAY 6, 2013, THAT WE SUPPORT CLEAN WATER MANAGEMENT TRUST FUND AND THAT THE FUND RECEIVE AN INCREASE IN RECURRING FUNDING FROM THE GOVERNOR AND THE NORTH CAROLINA GENERAL ASSEMBLY FOR THE 2013-2015 BIENNIAL BUDGET.

ADOPTED this 6th day of May, 2013.


Janice McKenzie Cole, Chair
Perquimans County Board of Commissioners

Attest:


Mary P. Hunnicutt, Clerk to the Board





COUNTY OF SURRY

SURRY COUNTY GOVERNMENT CENTER
118 Hamby Road, Suite 329
Dobson, NC 27017

PHONE (336) 401-8201
(336) 366-8201
FAX (336) 401-8216
TDD (336) 401-8215
knopf@co.surry.nc.us



MEMORANDUM

TO: County Managers

FROM: Chris Knopf, County Manager *CK*

DATE: May 9, 2013

SUBJECT: Immigration Resolution

Eddie Harris, Chairman of the Surry County Board of Commissioners, requested that a copy of the enclosed immigration resolution, adopted by Surry County on May 6, 2013, be provided to your Board of Commissioners.

Thank you.

EDDIE HARRIS
Chairman
South District

PAUL JOHNSON
Vice Chairman
East District

R. F. "BUCK" GOLDING
Central District

JIMMY MILLER
Mount Airy District

LARRY PHILLIPS
Mount Airy District



CHRIS KNOFF
County Manager

EDWIN M. WOLTZ
County Attorney

BOARD OF COMMISSIONERS

Surry County Government Center
118 Hamby Road, Suite 329
Dobson, NC 27017

RESOLUTION IN OPPOSITION TO THE SO-CALLED "GANG OF EIGHT" SENATE IMMIGRATION BILL

WHEREAS, the United States is a nation of immigrants and has the most liberal and accepting immigration and citizenship laws of any western democracy; and

WHEREAS, the Federal Government has refused to enforce the rule of law or any enforcement provisions of the 1986 immigration bill or implement any part of the recommendations of the 1995 United States Commission on immigration reform chaired by former Congresswoman Barbara Jordan of Texas. These proposals included a verifiable visa entry and exit system. Over 50% of illegal aliens currently in the United States arrived here with visas and overstayed them upon expiration. These include radical Islamic Jihad students who come here under the pretext of study only to instigate acts of terror; and

WHEREAS, according to the United States Census Bureau, the United States population is expected to rise to 439 million by 2050 or 135 million more than today. By comparison the United States population was 203 million in 1970. More than 80% of this is driven by legal and illegal immigration; and

WHEREAS, former Senator Gaylord Nelson the founder of Earth Day stated that "Its phony to say you are for the environment but not for limiting immigration". Senator Nelson also said "those environmentalist who think we can double or triple United States population without wiping out wildlife and scalping our last wilderness are living in a fool's paradise"; and

WHEREAS, the proposed immigration bill would legalize between 10 and 15 million new citizens and continue chain migration which would allow them to bring extended family members thus ultimately legalizing over 30 million new immigrants; and

WHEREAS, a new Heritage Foundation Study says that ultimate cost of this bill would exceed 6.3 trillion; and

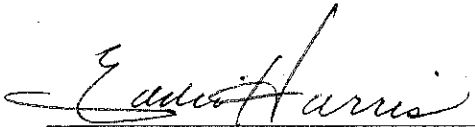
WHEREAS, the burden placed upon our nation's governmental services, taxpayers, environment and infrastructure is on a disastrously unsustainable path due to massive population growth directly attributable to immigration.

NOW, THEREFORE, BE IT RESOLVED that the Surry County Board of Commissioners supports the recommendations of the national immigration group Numbers USA and encourages 5 solutions to immigration policy.

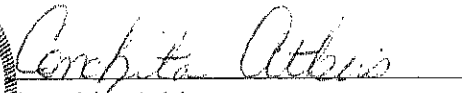
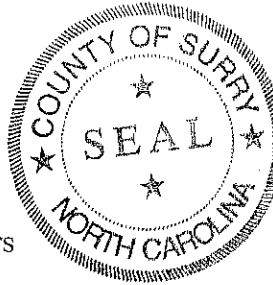
1. End Chain migration.
2. Verifiable visa entry and exit system.
3. End the visa lottery.
4. End birthright citizenship.
5. Federal help for states to combat immigration problems.

NOW, THEREFORE, BE IT FURTHER RESOLVED the Surry County Board of Commissioners supports an immigration policy that serves the national interest instead of the interest of political parties and we oppose the "Gang of Eight" Senate immigration proposal.

ADOPTED this the 6th day of May, 2013.



Eddie Harris
Chairman
Surry County Board of Commissioners



Conchita Atkins
Clerk to the Board

POLICIES AND PROCEDURES REGARDING PUBLIC COMMENT

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

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

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

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

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

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

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

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