



**SAMPSON COUNTY
BOARD OF COMMISSIONERS
MEETING AGENDA
March 3, 2014**

3:00 pm	Tour and Dinner at Sampson County History Museum	1
7:00 pm	Convene Regular Meeting (County Auditorium) Invocation and Pledge of Allegiance Approve Agenda as Published	
	Roads	
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	Adjournment	

OUR PUBLIC CHARGE

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



December 13, 2013

Dear Sampson County Commissioners,

The Sampson County History Museum is the hidden jewel in Sampson County that showcases the rich heritage and history within Sampson County's past. David and Jeannie King have turned their passion into the top tourist attraction within Sampson County. The board of directors for both the Sampson County History Museum and the Clinton Sampson Chamber of Commerce recognize that this jewel no longer needs to be hidden and future planning has begun.

On behalf of the Clinton-Sampson Chamber of Commerce and The Sampson County History Museum, we would like to invite each of you to explore Sampson County's rich history at an informal dinner in early 2014. As succession planning begins, we understand that through innovativeness and partnerships, together, we can ensure growth and vast impact the museum has on Sampson County. Through increased tourists, a higher quality of life, and an array of educational opportunities, we are looking forward to the next chapter.

We thank you for your constant support of the Sampson County History Museum and we look forward to further discussing the succession plans with you in early 2014. Thank you for all that each of you does for Sampson County and we wish you a Merry Christmas and Happy New Years.

Thank you,

A handwritten signature in black ink that reads "Janna C. Bass".

Janna C. Bass, Executive Director
Clinton-Sampson Chamber of Commerce

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 1 (a)

Meeting Date: March 3, 2014	<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 - Consideration of Appropriations and Expenditures for Economic Activities Related to Carolina Cellulosic Biofuels, LLC

DEPARTMENT: Economic Development

PUBLIC HEARING: Yes

CONTACT PERSON: John Swope, Economic Developer

PURPOSE: To conduct a public hearing regarding the consideration of appropriations and expenditures for an industry prospect

ATTACHMENTS: Advertisement

BACKGROUND: Economic Developer John Swope will review a proposal for appropriations and expenditures to be made pursuant to a written agreement to Carolina Cellulosic Biofuels, LLC (Chemtex). The company has committed to maintain certain levels of employment and to make certain increased capital investments which will result in increased public benefits including a taxable investment of \$151,174,676, tax revenues of \$7,811,780 (over a ten-year period), and the employment of 65 full time jobs at an average annual salary of \$48,415.

RECOMMENDED ACTION OR MOTION: Consider adoption of resolution approving incentive agreement and authorizing execution of associated incentive agreement documents

PUBLIC HEARING

The Board of Commissioners of Sampson County, North Carolina will hold a public hearing on Monday, March 3, 2014, at 7:00 p.m., or as soon as possible 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. The proposed site(s) for the economic development activities is 1454 Turkey Highway in Clinton, NC.

The appropriations and expenditures will be made pursuant to a written agreement. Under this agreement, the County will provide performance-based business incentive payments to Carolina Cellulosic Biofuels, LLC (Chemtex) over a ten-year period in the amount of \$3,278,968. The company will commit to make certain capital investments in the County, and to maintain certain levels of employment. The potential public benefits anticipated to be derived from this agreement include a taxable investment of \$151,174,676, tax revenues of \$7,911,780 over a ten-year period, and the employment of 65 full time jobs at an average annual salary of \$48,415.

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 may 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 (telephone 910/592-8921) during regular business hours. Persons wishing to³make 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. 1 (b)

Meeting Date: March 3, 2014 _____ Information Only x Public Comment
 _____ Report/Presentation _____ Closed Session
 x Action Item _____ Planning/Zoning
 _____ Consent Agenda _____ Water District Issue

SUBJECT: Public Hearing - Consideration of Appropriations and Expenditures for Economic Activities Related to Brooks Brothers, Inc.

DEPARTMENT: Economic Development

PUBLIC HEARING: Yes

CONTACT PERSON: John Swope, Economic Developer

PURPOSE: To conduct a public hearing regarding the consideration of appropriations and expenditures for an industry prospect

ATTACHMENTS: Advertisement

BACKGROUND: Economic Developer John Swope will review a proposal for appropriations and expenditures to be made pursuant to a written agreement to Brooks Brothers, Inc. The proposed projects and sites are the Garland Shirt Company manufacturing plant expansion at 120 South Church Avenue in Garland and the expansion of the Clinton Distribution Center at 606 Warsaw Road in Clinton.

The company has committed to maintain certain levels of employment and to make certain capital investments which will result in public benefits including a taxable investment of \$6,753,682 (over five years), tax revenues of \$208,458 (over a ten-year period), and the employment of 84 full time jobs (56 at the Garland Shirt Factory and 28 at the Clinton Distribution Center) at an average annual salary of \$26,149.

RECOMMENDED ACTION OR MOTION: Consider adoption of resolution approving incentive agreement and authorizing execution of associated incentive agreement documents

Public Hearing

The Board of Commissioners of Sampson County, North Carolina will hold a public hearing on Monday, March 3, 2014, at 7:00 p.m., or as soon as possible 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. The proposed projects and sites are the Garland Shirt Company manufacturing plant expansion at 120 South Church Avenue in Garland, NC and the expansion of the Clinton Distribution Center at 606 Warsaw Road in Clinton, NC.

The appropriations and expenditures will be made pursuant to a written agreement. Under this agreement, the County will provide performance-based business incentive payments to Brooks Brothers, Inc. over a ten-year period in the amount of \$100,000. The company will commit to make certain capital investments in the County, and to maintain certain levels of employment. The potential public benefits anticipated to be derived from this agreement include a taxable investment of \$6,753,682 over five years, tax revenues of \$208,458 over a ten-year period, and the employment of 84 full time jobs (56 at the Garland Shirt Factory and 28 at the Clinton Distribution Center) at an average annual salary of \$26,149.

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 may 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 (telephone 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 910/592-1945.1

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 1 (c)

Meeting Date: March 3, 2014	<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: Award of Bid for Comprehensive Review of Job Classification ,
Compensation and Benefits Programs (tabled on February 3, 2014)

DEPARTMENT: Administration

PUBLIC HEARING: No

CONTACT PERSON: Ed Causey, County Manager

PURPOSE: To consider award of bids for completion of a review of the County's
job classification, compensation and benefit programs

ATTACHMENTS: Statement of Qualifications and Request for Proposals; Grading Sheet
Sample

BACKGROUND: **This item was tabled on February 3, 2014.**
As the Board is aware, a Request for Proposals for a pay, classification
and benefits study was advertised and distributed to prospective
vendors in late November, with a deadline of December 30, 2013. (The
RFP is attached for review.) Six proposals were received and were
evaluated by a management team consisting of the County Manager,
Assistant County Manager, Finance Officer, Deputy Finance Office and
the Human Resources Management Director. (A sample grading sheet
is attached which outlines the criteria used to evaluate the proposals.)
The scores for each evaluator were combined and averaged, and the
proposals were ranked in the following order (1 being best):

1. Springstead Incorporated (through a contract with the NCACC). Bid price:
\$41,778, plus project expenses not to exceed \$4,800
2. Evergreen Solutions, LLC. Bid price: \$84,000
3. The Waters Consulting Group, Inc. Bid price: \$94,900
4. The Maps Group. Bid price: \$36,000
5. Condrey & Associates, Inc. Bid price: \$55,000
6. The Mercer Group. Bid price: \$47,750

The evaluation team recommends that the bid be awarded to
Springstead Incorporated (working through a contract with the NC
Association of County Commissioners)

RECOMMENDED
ACTION OR
MOTION: Award bid as recommended if the Board is prepared to implement the
consultant's recommendations over a period not to exceed four years



Statement of Qualifications and Request for Proposals

Comprehensive Review of the County of Sampson's Job
Classification, Total Compensation and Benefits Programs

November 20, 2013

IMPORTANT NOTICE TO ALL BIDDERS / PROPOSERS: Sampson County (County of Sampson) reserves the right to disqualify incomplete proposals, waive minor defects, as it deems applicable, in the written proposals, to request additional information from any respondent, change or modify the scope of the project at any time, without any penalty, negotiate terms with one or more of the respondents, reject any or all proposals, without a penalty, and take any steps necessary to act in the County's best interest. Bids / proposals will not be considered for award if received by Sampson County after the official closing date and time.

I. INTRODUCTION AND PURPOSE

The County of Sampson (the County) is seeking the services of a qualified and experienced consulting firm (Consultant) to conduct a comprehensive review and analysis of the County's pay classification, and total compensation and benefits programs.

II. GOALS AND OBJECTIVES

The desired objective is to implement an equitable, consistent, competitive and legally defensible classification system that allows the County to attract, reward and retain qualified individuals to provide the highest level of service at the lowest possible cost to the citizens of the County.

The desired product should:

- Update our current classification system and salary ranges to establish or re-establish the County's position in the labor market in relation to other employers and allow the County remain competitive in the job market for quality employees.
- Reassess internal salary relationships and establish internal equity between classes.
- Build greater career progression opportunities for employees. In support of this, provide more consistency in job titling to better clarify career ladders and levels.
- Identify pay strategies and the accompanying policies that will enable ease of ongoing administration by County staff and enable the County to maintain an equitable, competitive pay plan.
- Ensure that job descriptions comply with applicable laws and regulations and include essential and marginal job functions.
- Assess the competitiveness in the labor market of the County's employee benefits and identify recommendations for future actions.

III. CONTRACTING ENTITY

The County of Sampson is the sole contracting entity for all consulting contracts. This initiative is being led by a Project Team of the County Manager, Assistant County Manager, Chief Financial Officer, Deputy Finance Officer and Human Resources Management Director. The primary contact is Connie Fann, Human Resources Management Director. Her contact information is:

County of Sampson

Att: Connie Fann, Human Resources Management Director

Post Office Box 257 (zip 28329) or 406 County Complex Road, Building C

Clinton, North Carolina 28328

Phone: (910) 592-7181

Fax: (910) 592-1945

E-mail: connief@sampsonnc.com

Inquiries regarding this RFP, its subject content, the Scope of Services, or submission of proposals must be submitted in writing pursuant to instructions found in Section VIII: Submission of Consultant’s Proposal, Inquiries.

IV. BACKGROUND

Sampson County is located in Eastern North Carolina and has a population of approximately 64,000 residents served by 535 permanent county positions. In recent years, budget constraints have often necessitated the utilization of temporary and contracted services rather than the addition of permanent employees.

The county is governed by five (5) elected county commissioners, each who serve a four (4) year term. Terms are staggered, and elections are held every two (2) years. The commissioners have delegated authority to the County Manager to administer the personnel program as set forth in the North Carolina General Statutes.

Officials and employees exempt from the county manager’s delegation by separate appointing authority are: Elected Officials (Register of Deeds and Sheriff); County Manager, Appointed Officials (Finance Officer, Tax Administrator, Clerk to the Board, the Elections Director) and the Soil and Water Conservation District Conservationist.

In addition, employees in the Health and Social Services Departments are considered competitive service employees and are subject to the State Personnel Act. Cooperative Extension Services employees are governed by the North Carolina State University System. Planning and Zoning services are currently provided through a contractual agreement for a joint Clinton City/Sampson County department, where the positions are city employees. However, the positions should be considered in this proposal for future use.

The County currently has 101 class titles distributed among 20 departments, including the competitive service positions. County Departments include:

- | | |
|----------------------------|-------------------------------------------|
| Administration | Library |
| Aging and In Home Services | Parks and Recreation |
| Economic Development | Planning & Zoning (*) |
| Elections, Board of (*) | Public Buildings/Public Works |
| Emergency Management | Register of Deeds (*) |
| Services/911/Rescue | |
| Exposition Center | Sheriff’s Department/Detention Center (*) |
| Finance | Social Services (*) |
| Health (*) | Soil Conservation/NRCS (*) |
| Information Technology | Tax Administration (*) |
| Inspections | Veterans Services |

V. EXISTING PAY PLAN OVERVIEW

Sampson County currently has one salary schedule and job classification system that encompasses all County positions (See Exhibit 6, Sampson County Personnel Resolution, specifically Article II: Classification Plan, and Article III: Pay Plan). It utilizes a hiring rate, minimum, mid-point, and maximum for each pay grade. There are no steps in grade, and the concept of midpoint is not formally used. A study was conducted in the late 80's by David M. Griffith & Associates, and a subsequent study was performed by Management and Personnel Services (the MAPS Group) in 2003. The plan was partially implemented in May 2003, offering each employee a minimum 3% increase, and capping the maximum increase to 10%. The 3% increase was effective as of July 1, 2003, all increases above 3% were effective one half on July 1, the second half on January 1, 2004. Due to lack of sufficient funds to fully implement this study, compression issues have persisted. See Exhibit 5 for a historical listing of Pay Plan adjustments, cost of living adjustments, and merit increases.

Career path and grade advancement options are currently implemented only in limited departments. A plan for career path adjustments has been utilized for law enforcement officers and Detention Center staff in the Sheriff's Department since 2006. (See Exhibit 4, Compensation Supplements.) Building Inspectors are subject to automatic reclassification upon attainment of certifications which allow for inspection of additional trades; such reclassifications typically result in a 5% increase in pay or advancement to minimum salary of the next grade (whichever is higher). The Personnel Resolution, when revised and adopted in June 2012, included provisions for Career Path adjustments (Exhibit 6, Personnel Resolution, Article III, Section 3) which could be applicable to all employees, subject to the availability of funding and the annual approval by the Board of Commissioners. This provision has not been utilized (funded) since its inception.

The Pay Plan also allows for pay above the minimum rate to reward employees for meritorious services. Eligibility of employees to receive merit pay adjustments would be based upon the recommendation of Department Heads utilizing recent performance appraisals. Currently all employees should be evaluated annually. Non-supervisory employees are evaluated by first-line supervisors. Supervisory employees are evaluated by Department Head, and Department Heads subject to oversight by the County Manager are evaluated by the County Manager. (See Exhibit 6, Personnel Resolution, Article VIII and Appendix F.) Recommendations for merit pay must have the concurrence of the County Manager and are subject to funding approval by the Board of Commissioners. Allocations for merit pay have not been made since 2003.

Applicability of other available pay adjustments, including on-call compensation, shift differential pay, bilingual pay premiums, travel allowances, and supplements are outlined in Exhibit 4.

Sampson County does not have a separate Human Resources Department. The County Manager is designated as the Personnel Officer. Payroll, personnel and benefits administration

are accomplished by the Finance Office, primarily by a Human Resources Management Director and one Payroll Technician.

VI. EXISTING EMPLOYEE BENEFITS OVERVIEW

The County provides a full range of employee benefit programs including health and dental insurance, life insurance, 401(k) contributions, paid leave, retirement, and longevity incentives. The County is self-insured for medical, dental, and workers' compensation programs. (See Exhibit 2.) The County contracts with third party vendors for administering claims processing along with some utilization analysis and reporting. Optional insurance programs and flexible benefit accounts are available through a third party broker. Benefits management has focused heavily on program design and offering the highest level and maximum benefits to all employees. However, legal / regulated changes in the design and administration of benefit programs, as well as the impact benefits has on the competitive labor market and potential for future legal changes, necessitate a review of the structure, options, and administration of all benefits programs. This review would also provide recommended and preferred options as they relate to retention, elimination, or expansion of programs, funding requirements to maintain them, as well as best practices recommendations for administering these programs internally along with systems improvements or through third party Administrative Service Provider (ASP).

VII. SCOPE OF WORK

A. Position Classification Portion

1. *Orientation meetings.* The Consultant (with the participation of the Project Team) will meet with Department Heads and employees to discuss the study objectives, to explain the study plan and methodology, labor market survey and to discuss the work components of the study. This will include requesting completed position description questionnaires from about 400 employees. (Not required for elected officials or competitive service departments such as Social Services and Health Department.) Multiple sessions will be needed on several different days and at different times.
2. *Position descriptions, salary schedule, organization charts, existing class specifications, and other job-related information.* HR will coordinate requesting and receiving a position description questionnaire completed by each permanent employee. (Such questionnaire to be developed and provided to the County by the Consultant in written and electronic format.) HR will provide these descriptions to the Consultant for use in reviewing the duties and responsibilities of positions.

In addition to the position descriptions, HR will provide the Consultant with a copy of the County salary schedule, organization charts, existing class specifications, and other job related information.

3. *Desk Audits/Interviews.* The Consultant will conduct desk audits/interviews with representative employees in each class and supervisors to review, clarify, and understand duties and responsibilities. In order to assure good information gathering, a smooth process, and acceptance by employees, a high percentage of interviews is expected (at least 50 percent, and preferably more). If there are several positions assigned to a class, the Consultant may choose to conduct a group interview or interview a representative number of employees. However, at least one interview will be conducted for each recommended class of positions. Interviews should be completed face-to-face, in person, and not electronically.

The Consultant will conduct a conference with each department head to review and verify information presented on the position description questionnaires and in the interviews and to receive the department head's input on any position classification and pay issues in that department.

4. *Classification Recommendations and Class specifications.* Following the review and field audit of existing positions, the Consultant will identify class groupings and tentative allocations and review these with HR. The Consultant then will draft class specifications for any recommended new classes and will update existing class specifications for any classes where the information on the existing class specification has changed. The Consultant will deliver class specifications as a draft, review these with HR and department head, and incorporate any necessary changes.

B. Pay Portion

1. *Labor Market Survey.* The Consultant will conduct a market salary survey by gathering comparable salary information from surrounding counties and municipalities as well as other counties and municipalities with similar population, number of employees and within a reasonable proximity to Sampson County. The Consultant will propose a process by which comparable private sector salary data, to the extent it may be available, may be examined for various positions for which the County must also compete with the private sector.

The survey will include benchmark classes and in addition should incorporate a variety of specialized positions as determined in conjunction with the Project Team and department head. Salary survey data collected must include salary range hiring rates, minimums and maximums, actual salaries paid, and the number of positions, so that weighted averages may be determined.

2. *Analysis of findings and recommendations.* The Consultant will evaluate the salary grade assignment for each class based on the review of duties and responsibilities and salary survey. From this analysis, the Consultant will recommend a classification and salary grade assignment for each position in the existing or recommended County salary

schedule. The Consultant also will recommend a salary implementation plan for the study results along with estimated costs.

3. *Pay Policy Recommendations.* The Consultant will identify and recommend pay strategies and the accompanying policies that will enable the County to maintain an equitable, competitive pay plan on an on-going basis, including addressing salary compression issues.

C. Benefits Portion

1. *Labor Market Survey.* In the labor market study conducted in the pay portion of the study, the Consultant will include an employee benefits survey covering economic and non-economic benefits. For this purpose, economic benefits may include retirement, supplemental retirement, health insurance (including retiree health), dental insurance, life insurance, disability income insurance, Longevity Pay, Tuition Refund, or other categories. Non-Economic benefits may include Leaves (Vacation, Sick, Others), Holidays, or other categories. The Consultant will indicate whether or not benefits surveyed in each jurisdiction are part of a “cafeteria-style” benefit plan.
2. *Employment Categories.* In the labor market study portion covering benefits, the Consultant also will identify the employment categories used by each employer surveyed such as permanent or temporary, the definitions for these categories, and approximate number of employees in each. If any employee category other than permanent employment receives employee benefits, the Consultant will specify the category and benefits received.
3. *Special Recruitment.* Also in the benefits study, the Consultant will identify any special pay or benefits used for recruitment such as additional leave, bonus payments, or other.

D. Communications – Classification and Pay Results

1. *Preliminary results to HR Director and Department Heads.* The Consultant will present preliminary findings and recommendations to Project Team. The Consultant will meet with HR Director, the Manager, and department heads to explain findings and present recommendations. Before information is distributed to employees, the department heads will review class specifications and pay recommendations and suggest any changes needed. The Consultant must be available for individual meetings with department heads to discuss questions or issues related to recommendations, as needed. The Consultant will consider and respond to any feedback or issues arising from the department head reviews and provide HR with any updating to preliminary results following the department head reviews.
2. *Preliminary Results to Employees.* The department head and HR Director will carry out most of the communication with employees. A limited number of telephone calls or

meetings may be required by the Consultant to explain recommendations. General information to employees and explanation to employees of decisions are considered a part of the basic project.

3. *Final results and recommendations to Project Team.* The Consultant will advise Project Team of final results and recommendations. The Consultant and HR Director will inform department heads of final study results.
4. *Final Results to Employees.* HR Director and department heads will inform employees (after the initial presentation to the Board of Commissioners). Again at this stage a limited number of telephone calls or meetings may be required by the Consultant to explain recommendations and address initial employee appeals. Again, general information to employees and explanation to employees of decisions are considered a part of the basic project.

E. Presentation to Board of County Commissioners

The Consultant and Project Team will present the classification and pay study results and recommendations to the Board of County Commissioners. A preliminary and follow-up presentations may be necessary.

F. Products To Be Delivered

1. A written report (12 copies) that includes the following:
 - a. Description of study methodology
 - b. Summary of findings and recommendations, including position classifications, assignment of classes to salary grades, description of recommended salary implementation plan, and the like. All findings and recommendations must be substantiated and include supporting documentation.
 - c. Salary survey analysis worksheets, including raw salary data and data analyzed showing averages and weighted averages.
 - d. Recommended pay strategies and the accompanying policies that will enable the County to maintain an equitable, competitive pay plan. Recommended system changes must meet all legal requirements, be totally nondiscriminatory and provide for compliance with all pertinent federal, state and local regulations.
 - e. Benefits survey analysis worksheets, including raw benefits data and data analyzed along with recommendations.
 - f. Employment category analysis worksheets, showing employment categories used by employers surveyed and any benefits extended to any non-permanent employment category.

2. Lists of recommended classes and salary grade assignments (provided as hard copy and in electronic format in Microsoft Excel):
 - a. In alphabetical order by class
 - b. By occupational grouping
 - c. By salary grade
3. Updated and/or new class specification for each recommended class using Sampson County's present specification format or, if different, a format agreed on in advance with the HR Director. This should be provided as both hard copy and in electronic format in Microsoft Word.
4. An allocation list by department showing each employee by name, present classification, proposed classification, present salary grade, proposed salary grade, present salary, and proposed salary (under the recommended salary implementation plan). This should be provided as a hard copy and in electronic format in Microsoft Excel.
5. Estimated implementation costs under the recommended salary implementation plan, including recommendations for timetables for implementation based upon consultations with County.

All deliverables pursuant to any awarded contract are exclusive property of the County. The contractor shall not assert claim of copyright or property interest in such deliverables.

G. Expectations of Consultant

1. The selected Consultant must have knowledge of current position evaluation and pay methodologies.
2. The Consultant must have prior successful experience in completing classification and pay studies in public sector organizations.
3. The Consultant shall not subcontract any portion of this study without the expressed written agreement of the County.
4. The selected Consultant will begin their study with a preliminary meeting with the County Manager to discuss system challenges identified by staff and perceived inequities and concerns voiced periodically by employees. The Consultant shall involve the Project Team (certain times individually, other times collectively) in all phases of the study.
5. The Consultant will orient the Project Team to the job evaluation methodology that will be used.

6. Sampson County expects the Consultant's project manager to be a strong participant in the study so that he or she can answer detailed questions from management, human resources staff, department heads, and employees about the study results and recommendations.

VIII. SUBMISSION OF CONSULTANT'S PROPOSAL

A. General Requirements

Consultants are encouraged to provide concise and factual information in response to this Request for Proposal. In order to evaluate all proposals in an equitable manner, submitted proposals must address the specific items requested in this RFP. All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions and other documents as part a Consultant's response will be waived and have no effect either on this RFP or any contract that may be awarded resulting from this solicitation. The submission of any other terms and conditions by a Consultant may be grounds for rejection of the Consultant's proposal. Consultant specifically agrees to the conditions set forth in this paragraph by the signature of its authorized representative on the "Execution of the Proposal" page contained herein.

Proposals will be received up to, but not later than 5:00 pm (EST) on Monday, December 30, 2013, at the delivery address noted in Section B below. Proposals received after the designated time and date will be declared non-responsive and returned to the submitter unopened. It is the Consultant's responsibility to ensure that all addenda, if any, have been reviewed, signed and returned.

B. Specific Requirements

Consultants must prepare and submit six (6) copies (one original and five copies) of their proposal in the manner and sequence in which the information is requested. Proposals may be hand delivered or mailed to the following address:

**County of Sampson
Att: Connie Fann, Human Resources Management Director
Post Office Box 257 (zip 28329)
406 County Complex Road, Building C
Clinton, North Carolina 28328**

Proposals should be:

1. Concisely prepared in standard letter format (8 ½" x 11") and bound to ensure portions of the submission do not become separated. A soft copy /digital of the proposal should also be provided either on a disc or memory stick as part of the submission.

2. Proposals submitted by facsimile or e-mail will not be accepted or considered in the selection process. Failure to include the requested information may result in the elimination of the Consultant from consideration.
3. All proposals must be submitted in a sealed envelope and clearly marked on the outside with the words "Sampson County Job Classification, Compensation and Benefits Program Study."
4. The use of promotional materials, etc, is not desired. Emphasis should be on completeness and clarity of content.

C. Components of Proposal

Proposals must include the following items, tabbed and included in the order noted below:

Tab 1 – Signed Forms

This Tab should include the Execution of Proposal Form. See Exhibit 7.

Tab 2 - Concise Letter of Interest

This document should include:

- a. The name and address of the Consultant and the state in which it is incorporated and chiefly located as well as the name, address, telephone, facsimile numbers, and email address of the designated contact for the Consultant;
- b. A brief description of the Consultant describing their interest in performing the required professional services;
- c. Identity of the prime contractor and any/all proposed sub-contractor relationships;
- d. A statement indicating any judgments against the firm within the last five (5) years or pending litigation related to professional conduct or services; and
- e. An acknowledgment of all addenda to RFP document (copies of addenda must also accompany the proposal).

Tab 3 - Statement of Understanding of the Scope of Work and Approach to the Project

This statement should include:

- a. A concise explanation of the Consultant's understanding of the project objectives, the tasks required to accomplish the project, the approach and methodology the Consultant

will use in identifying and evaluating information. Describe the process and submit any instruments used, or proposed for use, in the study. The scope of work described in the RFP generally indicates the work the County believes is necessary to be provided by the Consultant. The Consultant is encouraged to present modifications and enhancements to the Scope of Work if it believes to be important in executing the project.

- b. The statement shall also include a description of specific relationships between County and the Consultant, provisions for periodic progress reporting and the manner in which the project will be managed.
- c. The Consultant shall include a statement or chart showing an anticipated project schedule. The Consultant's estimate of the time needed to accomplish the individual phases and/or tasks will be part of the selection process. The tasks outlined in the Scope of Work and any other work the Consultant deems necessary or desirable should be included in the schedule as well as provisions for meetings and County staff review. The schedule should also indicate the timing and nature of interim progress reports as well as provision of achievements of designated milestones.
- d. The requirements the Consultant will need from the County in both time, resource (people, supplies if any, etc) and specific involvement to be successful should also be addressed.

Tab 4 - Organization and Staffing

This Tab should include a descriptive structure of the Consultant's firm and project team, the interrelationships and names of those persons assigned to the project, and their key areas of responsibility and specific tasks. Resumes for all managerial and key personnel should be provided in sufficient detail to be able to determine the nature and depth of each individual's relevant experience.

Tab 5 – Qualifications and Experience

Consultant should describe the firm's experience:

- a. Broad based working experience within public sector organizations, local or state government, non-profit agencies and/or service-oriented organizations;
- b. Comprehensive knowledge of contemporary compensation and classification systems and prior experience in conducting market surveys, management and organization studies within the public sector;
- c. Knowledge of applicable state and federal laws that will impact the studies;

- d. Demonstrated ability to communicate clearly and effectively with all levels of employees and management through individual interviews, group meetings, and formal presentations.

Tab 6 - Consultant References

The Consultant shall provide three (3) references to include the name, address, phone number and email of clients for which the Consultant has provided similar services in the past two (2) years, to include at least one City or County, in reasonable proximity to Sampson County, of similar size (i.e., population served) and scope (i.e., range and complexity of positions).

Tab 7 – Legal Disclaimers

The Consultant should provide certifications and assurances as to the following:

- a. Conflicts of Interest - For the purposes of this project, the County prohibits any current employee, commissioner, appointed board members or person who was been employed by the County during the previous two years, from participating or engaging in or being employed by the Consultant or any of the Consultant’s subcontractors in any manner or to have any interest, direct or indirect, in the Consultant’s business enterprise, contracts or the proceeds thereof. It is unlawful for a Consultant, contractor, subcontractor, or supplier to this RFP, who, with respect to the County, has a current contract, has performed under a contract within the past two years, or anticipates bidding on a future contract to make gifts or favors to any County official or employee. It is also unlawful for any County official to accept any such gift or favor.
- b. Required Qualifications - The Consultant must be compliant with all relevant State and Federal laws and regulations, privacy laws and County policies and procedures.
- c. Assignment Rights for Consultant’s Project Manager and Team - The County reserves the right to approve the Consultant’s recommendations as to initial assignment of the Consultant’s on-site project manager and project team members, as well as replacement project manager/team members that may be required throughout the course of the project as deemed necessary by the Consultant and/or the County.

Tab 8 – Rates, Fees and Charges

This Tab should include the proposed total cost for work to be performed, component pricing, Consultant’s out-of-pocket expenses, plus any rates applicable to potential out-of-scope requests.

Any costs incurred by the Consultant in preparing or submitting responses to this RFP are the Consultant’s sole responsibility. The County shall not reimburse any Consultant for any costs incurred to include costs associated with presentations, if requested by the County.

D. Inquiries

All questions concerning this RFP, the Scope of Services, or any other matters regarding this RFP or its subject contract must be submitted via email to connief@sampsonnc.com no later than 5:00 pm (EST) on December 20, 2013. Oral inquiries will not be accepted. Please ensure that the subject line of your email reads: **“Questions for RFP – Sampson County Job Classification, Compensation and Benefits Program Study”** so that your questions will be properly identified and not discarded as possible spam. It is the Consultant’s responsibility to assure that all addenda, if any, have been reviewed, signed and returned.

VIII. SELECTION PROCESS

The County’s professional services contracts are competitively negotiated. The County reserves the right to accept any proposal deemed to be in the best interest of County; to waive any irregularities in any proposal; to reject any or all proposals; and to re-advertise for new proposals. The County further reserves the right to negotiate with any vendor, service provider, consulting firm, or other source for the completion of this project.

A Project Team consisting of the County Manger, Assistant County Manager, Chief Financial Officer, Deputy Finance Officer and Human Resources Management Director will evaluate all proposals. All proposals properly submitted and received will be evaluated against the criteria outlined in this RFP. The absence of required information may result in exclusion of the proposal from further analysis or evaluation. The County, at its option, may request oral presentation or discussions with any or all Consultants for the purpose of clarification or to amplify the material presented in any part of the RFP response. However, Consultants are cautioned that the County is not required to request clarification; therefore, all responses should be complete and concise. The County shall not be bound by oral explanations or instructions given at any time during the process.

The Project Team will make a recommendation to the Sampson County Board of Commissioners on which Consultant, if any, should be awarded the contract. The selection process will include a combination of factors, but not necessarily limited to the following criteria:

1. Industry Leadership and Financial Strength
2. Performance Guarantees and Measurements
3. Account Management, including:
 - Individual qualifications and experience of the Consultant’s project manager and assigned project team/staff;
 - Broad experience by the Consultant working with various pay and benefits methodologies and approaches;
 - Consultant’s ability to meet a County’s timetable;

- Organization of the firm(s) comprising the Consultant and any subcontractors
- Demonstrable track record of executing similar projects for counties, municipalities and businesses comparable in size, scope and organizational complexity;
- Consultant’s expected date to commence work on this project and time to complete work (both in total and in components);
- Consultant’s availability during the project and availability of Consultant staff for up to six months following completion of the project;
- Consultant’s proposed planning, meeting and communications strategies before, during and post-implementation

4. References and Customer Experience

5. Information Services, to include such items as:

- Accessibility, clarity, relevance / usefulness of data / research
- Completeness, thoroughness, and quality of the proposal
- Evidence the Consultant understands the scope of work and project objectives
- Access to compensation and benefits data that is current, accurate and relevant to the County’s defined labor markets
- Current / relevant examples of compensation / benefit labor market surveys / research conducted and published by the Consultant
- Approach, effectiveness and practicality of systems, training and communications

6. Pricing (cost alone will not be the determining factor in selection of the Consultant)

IX. LISTING OF ATTACHED EXHIBITS

Exhibit 1 – Listing of Positions and Current Salary Structure

Exhibit 2 - Summary of Benefit Package for All Benefit Eligible Employees

Exhibit 3 – Salary Report by Position and Department

Exhibit 4 – Compensation Supplements

Exhibit 5 – Historical Summary of Pay Plan Adjustments, Cost of Living Adjustments, and Merit Allowances

Exhibit 6 – Sampson County Personnel Resolution w/Referenced Appendices

Exhibit 7 – Execution of Proposal Form

**COMPREHENSIVE REVIEW OF THE COUNTY OF SAMPSON'S JOB CLASSIFICATION, TOTAL
COMPENSATION AND BENEFITS PROGRAMS
REQUEST FOR PROPOSALS GRADING SHEET**

General Requirements

1. The deadline for submission of proposals was no later than 5:00 p.m. (EST) on Monday, December 30, 2013. Proposals received after this time should be declared non-responsive.

Was the proposal submitted by the deadline? Yes No

If the answer is No, the proposal should be considered **non-responsive**.

2. Consultants must specifically agree to the conditions set forth in Section VIII, Submission of Consultant's Proposal, by the signature of its authorized representative on the "Execution of the Proposal" page contained in the Request for Proposals.

Did the submitted proposal include a signed "Execution of the Proposal" page? Yes No

If the answer is No, the proposal should be considered **non-responsive**.

Specific Requirements

As noted in Section VIII of the RFP, in order for all proposals to be evaluated in an equitable manner, the submitted proposals must address the specific items requested in the RFP. The Project Team will evaluate each responsive proposal based upon how thoroughly it addresses the requested items and by the criteria set forth in Section VIII, Selection Process. Proposals will be graded in the five categories listed below, each with a maximum number of points available. The total maximum points for all five categories is 100.

1. Responsiveness to the RFP – Maximum Available Points: 15
2. Approach and Methodology – Maximum Available Points: 30
3. Experience of Company, References – Maximum Available Points: 25
4. Staff & Available Project Resources – Maximum Available Points: 20
5. Fee Structure – Maximum Available Points: 10

Consultant/Firm Name: _____

Total Points Awarded: _____

1. RESPONSIVENESS TO RFP (MAXIMUM AVAILABLE POINTS = 15)

Was information provided as requested?

- 8 ½ x 11 standard, bound and tabbed, in order specified
- 6 copies (five plus one original)
- Digital copy (disc or stick)
- Concisely, with no promotional materials

Was all requested information provided, including the following?

- Concise Letter of Interest which include name, address, state in which incorporated, telephone, fax, email, identification of any proposed sub-contractor relationships, statement as to any past or pending litigation
- Statement of Understanding of Scope of Work and Approach to Project
- Description of Firm and Project Team which outlines areas of responsibility and specific tasks, resumes for key personnel
- Minimum of three (3) references, including name, address, phone and email
- Legal Disclaimer, with requested certification and assurances
- Proposed total cost for work to be performed, including component pricing, out-of-pocket expenses and any potential out-of-scope requests

2. APPROACH AND METHODOLOGY (MAXIMUM AVAILABLE POINTS = 30)

Does proposal demonstrate consultant's understanding of project's scope and expectations of County?

- Includes effective and practical methodology for update of the current position classification system - to what extent does the proposal include sufficient orientation meetings, instruments for the collection and analysis of employee information, meet minimum RFP requirements for desk audits and interviews, and review of materials collected with appropriate entities)
- Includes effective and practical methodology for update of pay plan - to what extent does the proposal include plans for a thorough market survey that will result in pertinent and comparable data from counties and municipalities with similar population, number of employees and within reasonable proximity to Sampson County; to what extent does the approach allow for the assessment of internal salary relationships to establish internal equity; to what extent does the approach allow for the development of career progression opportunities, and a maintainable, equitable and competitive pay plan.
- Includes effective and practical methodology for the review and assessment of the competitiveness of the County's employee benefits – to what extent does the methodology include a thorough market study of employee benefits to allow for the development of recommendations for future actions

Does proposal include strategies for clear and effective communication with employees, department heads, Project Team and Board of Commissioners before, during and post-implementation?

Does proposal include statement or chart showing anticipated project timetable? To what extent does the proposal provide dates to commence and complete work and fully detail tasks, goals and measurement of progress?

3. EXPERIENCE OF COMPANY, REFERENCES (MAXIMUM AVAILABLE POINTS = 25)

- Does consultant have broad based working experience within public sector organizations, local or state government?
- Does consultant have comprehensive knowledge of contemporary compensation and classification systems, benefits methodologies and approaches, prior experience in conducting market surveys, management and organizations studies within the public section?
- Does consultant have knowledge of applicable state and federal laws that will impact studies?
- Does consultant have demonstrable track record of executing similar projects for counties, municipalities and business comparable in size, scope and organizational complexity?
- Were a minimum of three (3) references provided? Do these references reflect similar services in past two years? Were the services provided to counties reasonably comparable in proximity, size and scope to Sampson County?

4. STAFF & AVAILABLE PROJECT RESOURCES (MAXIMUM AVAILABLE POINTS = 20)

- Does proposal contain descriptive structure of project team, interrelationships and names of those persons assigned to the project, their key areas of responsibility and specific tasks?
- Do resumes for assigned staff reflect relevant qualifications and experience?
- Are enough staff assigned or available to ensure consultant can meet the proposed timetable? And, to what extent would work be expected by County staff?
- To what extent will consultant managerial and key personnel be accessible to County? How many onsite visits were included in base fee? To what extent will consultant will accessible post-implementation?

5. FEE STRUCTURE (MAXIMUM AVAILABLE POINTS = 10)

In addition to considering the amount of the proposed fee in comparison with other proposals (lower vs. higher), proposals should be evaluated as to following:

- Does the base proposal include any post-implementation services or instruments, i.e. assistance with post-implementation questions or plan maintenance, or special software?
- Does the proposal include additional fees for appeals, or requests for changes to preliminary results or recommendations based upon review by and/or presentations to Project Team, department heads or the Board of Commissioners?

_____ Responsiveness to RFP (Max = 15)
_____ Approach and Methodology (Max = 30)
_____ Experience of Company, References (Max = 25)
_____ Staff & Available Project Resources (Max = 20)
_____ Fee Structure (Max = 10)
_____ Total Score for Proposal (Max = 100)

Signature of Reviewer: _____ **Date:** _____

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 1 (d)

Meeting Date: March 3, 2014	<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: Review of Attorney Clarification and Advice Regarding Medicaid Transportation Contracts

DEPARTMENT: Legal

PUBLIC HEARING: No

CONTACT PERSON: Joel Starling, County Attorney

PURPOSE: To receive update from County Attorney regarding information received from Attorney General on Medicaid Transportation and options for proceeding with award of contracts

ATTACHMENTS: Attorney Memorandum; Correspondence from Neal McHenry, Assistant Attorney General; Email Correspondence between County Attorneys and Attorney General's Office

BACKGROUND: At your September 2013 meeting, the Board was advised by staff that one of our Medicaid Transportation service providers, Enroute Transportation, had submitted a request to amend its contract to reduce their rate. There were a number of legal issues raised with regard to the consideration of this request and the consequences of any action with regard to potential future costs to the County. Therefore, the County Attorney subsequently sought additional information from the Division of Medicaid Assistance Compliance and was referred to the State Attorney General's Office. The County Attorney and Commissioner Kirby submitted separate written requests to Attorney General's Office, and the reply of Assistant Attorney General Neal McHenry is enclosed.

Our County Attorneys have further requested a formal advisory opinion and have provided the enclosed memorandum in response to Mr. McHenry's letter. Attorney Joel Starling will review the enclosed memorandum and offer the Board possible courses of action at this point to protect the County's interests.

RECOMMENDED ACTION OR MOTION: Consider options as presented by County Attorney

MEMORANDUM

To: Sampson County Bd. of Commissioners; County Manager; Asst. County Manger
From: W. Joel Starling, Jr. of Daughtry, Woodard, Lawrence & Starling, County Attorney
Re: Medicaid Transportation Contract – Attorney General’s Advisory Letter
Date: Thursday, February 20, 2014

I. Overview

Last year, County Commissioner Albert Kirby and our law firm submitted separate written requests to the Attorney General’s Office seeking clarification regarding the County’s obligations to provide Medicaid transportation by the least expensive mode available to eligible Medicaid beneficiaries. Specifically, our firm requested a formal advisory opinion This memorandum is submitted in response to the Advisory Letter of February 11, 2014 that Commissioner Albert Kirby received from Assistant Attorney General Neal McHenry regarding Sampson County’s Medicaid transportation system.

II. Analysis contained in the Advisory Letter

In his letter, Mr. McHenry addresses two separate questions: (1) whether the Medicaid manual provision that states that “Medicaid only pays for transportation . . . [b]y the least expensive mode available and appropriate for the beneficiary” requires the County to amend its contracts and shift primary transportation duties to a provider each time one of that provider submits a new, lower per mile rate; and (2) whether the County is required to enter into new contracts with new providers each time a new provider approaches the County with a lower rate.

According to Mr. McHenry’s analysis, the answer to each of these questions is, “no.” Sampson County is not required “to amend its contracts and shift primary transportation duties to a provider each time that provider submits a new, lower per mile rate.” In other words, it is Mr. McHenry’s position that the County may properly refuse to amend its current contract with Enroute Transportation Services, Inc. (“Enroute”) by accepting a lower per mile rate bid that was submitted by Enroute after the bidding process adopted by the County ended without violating the Medicaid Manual provision excerpted above. When read in the “larger context” of the State Medicaid Manual, Mr. McHenry reasons, the excerpted provision refers to the *means* of transportation only and not the company selected to offer the services.

Mr. McHenry also concludes that the County is not required to enter into new contracts with new providers each time a new provider approaches the County with a lower rate after the County’s bidding process is over. In other words, the County would not be required to consider an even lower bid from some third company while the County’s current Medicaid transportation contracts with Enroute and Van-Go Transportation, Inc. (“Van-Go”) remain in effect.

These conclusions seem to conflict with information that County DSS officials have reported receiving from the State Medicaid officials in charge of reimbursing the County for Medicaid transportation costs, who have stated that the County may be subject to charge-backs for its failure to utilize a lower cost provider who has offered to contract with the County for a

lower per mile rate. Furthermore, Mr. McHenry's analysis relies, in part, on the fact that the County chose to implement a bidding process in awarding Medicaid transportation contracts to Enroute and Van-Go and does not address the issue of whether the County's failure to bid out the contract might change this analysis (even though it is not statutorily required to do so).

III. Request for Formal Advisory Opinion

In order to provide the County with greater protection against a potential charge-back and to resolve any future issues that may arise when the County's current Medicaid transportation contracts expire, our office requested that the Attorney General's Office provide a formal advisory opinion (as opposed to an advisory letter) addressing (1) whether the County is required to use new qualified providers who approach the County offering to provide Medicaid transportation services at a lower per mile rate even though the county has already contracted with another Medicaid transportation provider; and (2) whether the fact that the County submitted to a voluntary bid process changes the outcome of this question.

We were informed today, however, that the Attorney General's Office does not issue formal advisory opinions regarding Medicaid policies or manuals. This raises some doubt as to whether the County should rely on the advisory letter or seek additional clarification from the federal government regarding its interpretation of the relevant Medicaid Manual provision.

IV. Rationale for an Additional Request

We are concerned that advisory letter that Commissioner Kirby received from the Attorney General's Office may not provide adequate protection for the County, particularly in light of the fact that the Attorney General's Office does not issue formal advisory opinions (which are authoritative) as to Medicaid policies or the Medicaid manual.

Furthermore, section X.F. of the manual provides, in part, that a county may not request reimbursement for a Medicaid transportation expenditure that is provided "when free or lower cost suitable transportation was available" or for private vendor costs that are "higher than appropriate when less expensive means of transportation are available". It may be that the federal government has a different interpretation of these provisions than the interpretation provided by the Attorney General's office.

V. Possible Courses of Action

The Board may, at this juncture, take any of the following actions:

1. Deny Enroute's request that it be allowed to amend its current contract and submit a lower per mile rate than the rate it submitted prior to the close of the bidding process and continue using Van-Go as the primary Medicaid transportation provider based upon the original bids. (This option may still present some risk of a charge-back in the future, and I would advise the Board to await an opinion from the federal government prior to making such a move in order to better insulate the County from the potential of a charge-back.)

2. Defer taking action on Enroute's request until the County receives further guidance from the federal government.

3. Grant Enroute's request even though the County may not be required to do so and begin using Enroute as the primary Medicaid transportation provider. (Although this option removes the risk of a charge-back, it may create a precedent and prove unworkable in practice, with primary provider responsibility shifting back and forth between different entities as they seek to outbid one another and thereby win primary provider designation.)



State of North Carolina

Department of Justice
P.O. BOX 629
RALEIGH, NC 27602-0629

Roy Cooper

ATTORNEY GENERAL

Neal T. McHenry
Assistant Attorney General
Public Assistance
Tel: (919) 716-6813
Fax: (919) 716-6758
nmchenry@ncdoj.gov

February 11, 2014

Commissioner Albert D. Kirby, Jr.
Post Office Drawer 1250
Clinton, NC 28329-1250

Re: Advisory Letter Concerning Medicaid Transportation Questions

Dear Commissioner Kirby:

Your letter to Attorney General Cooper was referred to me for a response because I represent the Division of Medical Assistance. Through the attorney for Sampson County and your letter, Sampson County asked two questions about the Medicaid manual and its effect on the county's bidding process for Medicaid transportation.

Your first question was whether the Medicaid manual provision that states that "Medicaid only pays for transportation . . . [b]y the least expensive mode available and appropriate for the beneficiary" requires the County to amend its contracts and shift primary transportation duties to a provider each time that provider submits a new, lower per mile rate? No, the Medicaid manual provision cited by the County does not require the County to amend its contracts and shift primary transportation duties to a provider each time that provider submits a new, lower per mile rate.

The cited Medicaid manual provision, MA 2910, VIII.C.1 (enclosed) does not require the County to amend its contracts and shift primary transportation duties to a lower bidding provider because, when read in the larger context of MA 2910, VIII.C, the "least expensive means" phrase refers not to lower bids for the contract, but rather to the type of transportation selected for an individual beneficiary. In the subsequent subsections (VIII.C.1-.5), it is clear that the phrase "least expensive means" refers to the mode of transportation suitable to the individual beneficiary's needs, and not the larger contract bidding process.

The language in the Request for Proposals (RFP) for Non-Emergency Medicaid Transportation issued October 15, 2012 (enclosed) confirms this when it states on page 11 that

"payment shall be authorized for the **least costly means of the transportation available**, from the following options:

- (1) City or County public transportation
- (2) Gas reimbursement program

- (3) Non-emergency ambulatory transportation
- (4) Non-emergency wheelchair transportation
- (5) Non-emergency stretcher transportation
- (6) Non-emergency Basic Life Support (BLS) ambulance transportation
- (7) Intrastate public conveyance (bus, train, aircraft)”

Request for Proposals for Non-Emergency Medicaid Transportation, p. 11 (emphasis added).

While this section is not identical to the Medicaid Manual provision, it illustrates more clearly the types of options referred to by the “least expensive means” of transportation phrase that is found in the manual. There is no indication that the manual provision would refer more broadly to the bidding process or accepting lower bids once a new contract is signed.

Your second question was whether the county is required to enter into new contracts with new providers if such a provider approaches the County with a lower rate? No, County is not required to enter into new contracts with new providers if such a provider approaches the County with a lower rate. The County is also not required to enter into new contracts with new providers if a provider approaches the County with a lower rate because, as stated above, the manual provision does not require that the County accept every least expensive bid without regard to the contract bidding process and also because even under a formal bidding process, there are other considerations aside from which bid is “least expensive.” One resource that has some helpful information is a paper entitled, “An Overview of Contract Bidding Requirements for North Carolina Local Governments” from the UNC School of Government (enclosed). While it focused more on statutory bidding requirements, which do not apply to service contracts, it clarifies that while there are not statutory bidding requirements on service contracts, the local county may adopt bidding requirements which they have to follow. Based upon the information you provided, it appears that to the extent Sampson County adopted bidding requirements, those requirements were followed here. Even under the more formal statutory bidding process that applies to construction or repair contracts, the “board or governing body shall award the contract to the lowest responsible bidder or bidders, taking into consideration quality, performance and the time specified in the proposals for the performance of the contract.” N.C.G.S. 143-129(b). So, even under the more formal rules (which do not apply to service contracts such as the one at issue here), the governing body is allowed to consider other factors aside from simply looking at the price of the bids. Reading the “least expensive means” provision of the manual to say that the County must accept any lower bid, without exception, would be in contravention of the laws that cover the bidding process and would do violence to the intent of the government bid process. Additionally, there is no authority to support a contention that a County may or should even consider a subsequent bid after the bidding process is over, so there is no support for a requirement that the County must enter into a new contract every time a provider approaches with a lower rate. The County is not required to consider a new bid until the contract ends and the County solicits new bids using its bidding process.

This is an advisory letter. It has not been approved in accordance with procedures for issuing an Advisory Opinion of the Attorney General.

Please let me know if you have any follow up questions or would like to discuss this issue further.

Sincerely,

A handwritten signature in black ink, appearing to read "Neal McHenry". The signature is fluid and cursive, with a long horizontal stroke at the end.

Neal McHenry
Assistant Attorney General

Enclosures (Medicaid Manual 2910 VIII; Request for Proposals dated October 15, 2012; and Overview of Contract Bidding Requirements)

cc: Grayson Kelly
Robert Hargett
Belinda Smith
Annette Chancy
William Appel

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO.

1 (e)

Meeting Date: March 3, 2014	<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 Amending Request to Board of Elections to Conduct Alcohol Beverage Referendum

DEPARTMENT: Governing Body/Legal

PUBLIC HEARING: No

CONTACT PERSON: Chairman Jefferson Strickland
Joel Starling, County Attorney

PURPOSE: To consider amendment to previously adopted resolution requesting the Board of Elections to conduct alcohol beverage referendum

ATTACHMENTS: Resolution adopted February 3, 2014

BACKGROUND: At your last meeting, the Board adopted the enclosed resolution requesting that the Board of Elections hold alcohol beverage elections for malt beverage and unfortified wine in accordance with the provisions of Chapter 18B, Article 6 of the North Carolina General Statutes, including all of the available propositions included in the statutes. The resolution has been duly submitted to the Board of Elections.

The Chairman has asked that the resolution be included in the agenda again for further consideration and possible removal certain provisions for "on-premises" sales.

RECOMMENDED ACTION OR MOTION: Consider the Chairman's request for revisions to previously adopted resolution and resubmission to the Board of Elections in a revised form

RESOLUTION OF THE
BOARD OF COMMISSIONERS OF THE
COUNTY OF SAMPSON

WHEREAS, N.C. Gen. Stat. § 18B-600(b) provides, in pertinent part, that any County may hold a malt beverage or unfortified wine election; and

WHEREAS, N.C. Gen. Stat. § 18B-601(b) provides, in pertinent part, that a County alcoholic beverage election shall be conducted by the County Board of Elections when the County is eligible to hold such an election under N.C. Gen. Stat. § 18B-600 and the County Board of Elections receives a written request for an election from the governing body of the County; and

WHEREAS, N.C. Gen. Stat. § 18B-601(d) provides, in pertinent part, that more than one kind of alcoholic beverage election may be included in a single written request for an election from the governing body of the County; and

WHEREAS, Sampson County is eligible to hold a malt beverage election and an unfortified wine election pursuant to the provisions of N.C. Gen. Stat. § 18B-600(a) and N.C. Gen. Stat. § 18B-604(a); and

WHEREAS, the governing body of Sampson County, which is eligible pursuant to N.C. Gen. Stat. § 18B-600(b) to hold a malt beverage election and an unfortified wine election, has determined that it desires to allow the voters of Sampson County to consider the propositions enumerated in N.C. Gen. Stat. § 18B-602(a) and N.C. Gen. Stat. § 18B-602(d) as they relate to the sale of malt beverages and unfortified wine.

NOW, THEREFORE, be it resolved that the Board of Commissioners of the County of Sampson does hereby request that the Board of Elections of Sampson County hold alcoholic beverage elections for malt beverages and unfortified wine in accordance with the provisions of Chapter 18 B, Article 6 of the North Carolina General Statutes and requests that the following propositions be placed on the ballot:

- a. As to the requested malt beverage election:

To permit the “on-premises” and “off-premises” sale of malt beverages.

FOR
 AGAINST

To permit the “on-premises” sale only of malt beverages

FOR
 AGAINST

To permit the “off-premises” sale only of malt beverages

FOR
 AGAINST

To permit the "on-premises" sale of malt beverages by Class A hotels, motels, and restaurants only; and to permit "off-premises sales by other permittees.

FOR

AGAINST

b. As to the requested unfortified wine election:

To permit the "on-premises" and "off-premises" sale of unfortified wine

FOR

AGAINST

To permit the "on-premises" sale only of unfortified wine.

FOR

AGAINST

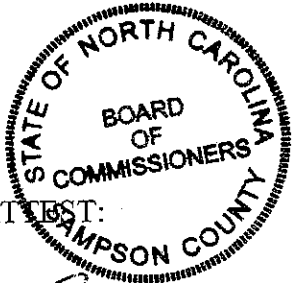
To permit the "off-premises" sale only of unfortified wine.

FOR

AGAINST

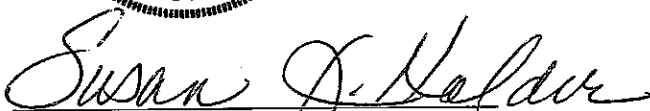
The Board further requests that the County Board of Elections conduct and set the date for the alcoholic beverage elections requested herein in accordance with N.C. Gen. Stat. § 163-287 and that the alcoholic beverage elections requested herein be held on the date of the 2014 primary election in North Carolina.

ADOPTED, this 3rd day of February, 2014.



ATTEST:


JEFFERSON B. STRICKLAND, CHAIRMAN
Sampson County Board of Commissioners


Susan J. Holder, Clerk to the Board

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO.

1 (f)

Meeting Date: March 3, 2014	<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 Request for Office Space for Probation

DEPARTMENT: Administration/Public Works/Information Technology

PUBLIC HEARING: No

CONTACT PERSON: County Manager Ed Causey
Lee Cannady, Public Works Director
Chris Rayner, Information Technology Director

PURPOSE: To consider costs for improvements to County Complex office space to accommodate Probation Officers

ATTACHMENTS: Letter from Department of Public Safety-Community Supervision

BACKGROUND: In early February, we were notified by the Community Supervision Division of the North Carolina Department of Public Safety of their need for three additional office spaces for probation officers. Currently, Probation has space for 16 of their 18 officers at the Courthouse, but one office space at the Annex will no longer be available as it will be required for our security improvements, thus three additional offices will be needed.

Understanding the Board's desire to limit the unnecessary expenditure of funds, County staff has identified space available on the County Complex and has met with Judicial District Manager Paige Wade to discuss how this space could be improved to accommodate the particular needs of the Probation Officers, such as bathroom facilities for drug testing for the offender population, furniture and wiring for telephone systems. While the space is not ideal, Ms. Wade has accepted the office space as offered with improvements.

Public Works Director Lee Cannady will provide information on the anticipated cost of the improvements for the bathroom facilities, and Mr. Rayner may be available to provide an estimate on the wiring costs.

RECOMMENDED ACTION OR MOTION: Authorize transfer of funds from Contingency for estimated costs for improvements to space to accommodate Probation officers



North Carolina Department of Public Safety

Community Supervision

Pat McCrory, Governor
Frank L. Perry, Secretary

W. David Guice, Commissioner
Anne L. Precythe, Director

Sampson County Manager
Edwin Causey
406 County Complex Rd.
Clinton, NC 28328

February 11, 2014

Mr. Causey,

I would like to begin by thanking you for taking the time out of your busy schedule to meet with myself, Division One Administrator Kim Williams, Chief Probation Parole Officer Sidney Gray and Ron Moore with North Carolina Property Management on Monday, February 3., 2014. We really appreciate your efforts in attempting to work with Probation and Parole regarding office space.

We would prefer not to split a Probation Unit up and move only three (3) Probation Officers to the office space at the County Complex. This presents a safety concern for those three (3) officers as well as a disconnect from the supervisor and the other officers. Another concern is the cost of having a phone system installed at the county complex office space for three (3) officers. This would be extremely costly for the State of North Carolina. The requirements for Probation Office space include: a bathroom for drug testing the offender population, an employee bathroom, secured file room, copy/fax room, equipment room, adequate office space, etc.

In the email sent to my attention you requested I confirm that offenders would not be in the office space after 5:00 pm and that at least one (1) employee would be in the office at all times during the work day. I cannot guarantee that offenders will not be in the office after 5:00 pm nor can I guarantee that an employee will be present in the office at all times. Probation/Parole Officers work a variety of shifts and sometimes have to conduct appointments with offenders after hours.

Sampson County currently has eighteen (18) total positions, which include two (2) Chief Probation/Parole Officers, two (2) Judicial Service Coordinators and fourteen (14) Probation Parole Officers. Of the eighteen (18) positions, there are currently two (2) vacant Probation Officer positions. Probation currently has enough officer space in the Sampson County Courthouse to house 16 positions. We also have one (1) office in the annex, but the officer that was located in that office has now retired. I have attached an organizational chart for your review which shows the Sampson County units, which are units A and D.

Paige Wade
Judicial District Manager, District 7
paige.wade@ncdps.gov
www.ncdps.gov



113 East Nash St., 2nd Floor
Wilson, NC 27893
phone: (252) 237-3024
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Courier Box: 01-51-15

An Equal Opportunity Employer

Probation/Parole Officers cannot share office space because they are case carrying officers and the sharing of office space presents a problem with confidentiality. The only positions that could possibly share office space are the Judicial Service Coordinators. This position primarily works court and completes the intake process for cases placed on supervised probation or ordered to complete community service hours.

At this time Sampson County Probation Office needs at least two (2) additional offices or three (3) additional offices, if we are not allowed to utilize the office at the annex. The office space that we discussed on February 3, 2014 which is located in the Sampson County Courthouse near the clerks office, would be the best solution based on the needs of the Sampson County Probation Office. This is the most cost effective solution and the (2) two Judicial Service Coordinators could share this office space.

We appreciate the office space that Sampson County provides to Probation and Parole and look forward to working with you to have this issue resolved.

Respectfully Yours,

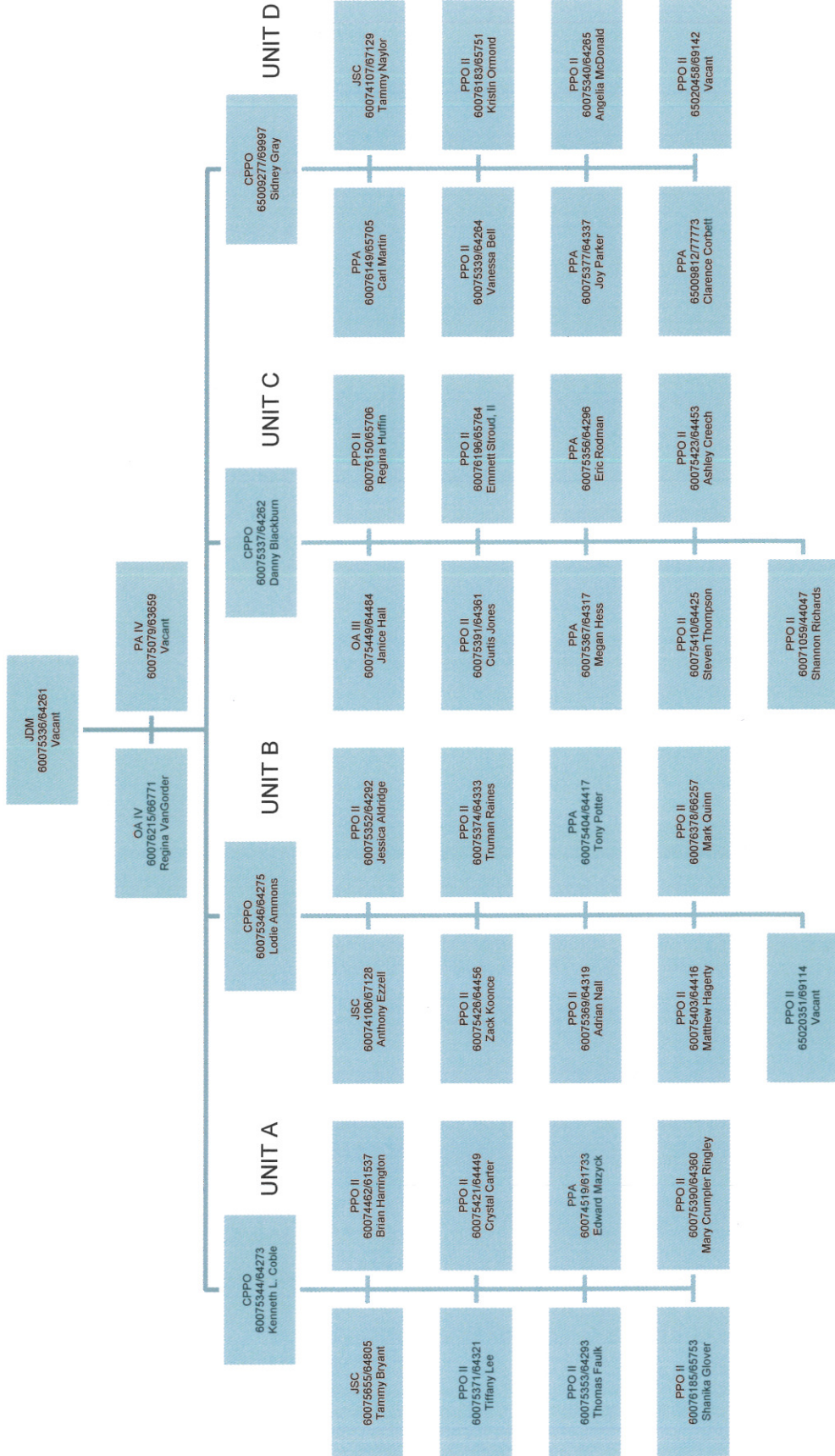
Paige Wade
Judicial District Manager
District 7

Organizational Chart

Division of Community Supervision

1st Judicial Division

District 4 – RCC# 5040



O'Chart last revision 02/04/2014

02/04/2014

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 1 (g)

Meeting Date: March 3, 2014	<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: Appointments

DEPARTMENT: Governing Body

PUBLIC HEARING: No

CONTACT PERSON: Vice Chairman Jarvis McLamb

PURPOSE: To consider appointments to various boards and commissions

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

Adult Care Home Community Action Committee The terms of Helen Balance and Flora Bass expired in December, and neither appointee wished to continue their service on this committee. Member of this advisory board must be residents of Sampson County, must not have an immediate family member with a financial interest in an adult care home in Sampson County, must not be employed by or serving on a governing board of an adult care home in Sampson County (or have an immediate family member employed or so serving), and must not have an immediate family member who is currently a resident of an adult care home in Sampson County. General Statutes require that the adult care homes be asked for recommendations for appointees, and our regional ombudsman has solicited these recommendations. We have **three** recommendations for the **two** seats: Ms. Joann Parker (100 Johnson Street, Clinton), Mr. Thomas Sampson (733 Bunting Street, Clinton), and Mr. Winfred Ashford (2863 Isaac Weeks Road, Clinton). These persons have been made aware of the required initial and quarterly training and quarterly visitations and are willing to serve.

Airport Authority The terms of Ted Thomas and Teddy St. Pierre expired at the end of October, but were overlooked for inclusion on a Board agenda for consideration.

BOC Committee/Advisory Board Assignments

The Chairman directed staff to provide a listing of the assigned committee/advisory board memberships for commissioners for review and discussion. A listing is attached.

BOC Appointments

Chairman Appointment (by virtue of position/bylaws of entity)

Clinton-Sampson Airport Authority (Vice Chairman)

Agri Exposition Center Board

Economic Development Commission

Advisory Board of Older Adults

Commissioner Strickland

NCACC District Director

Mid Carolina Board of Directors

Transportation Advocacy Group

NCDOT Comprehensive Transportation Plan Steering Committee (project should conclude soon)

Commissioner Lockamy

Transportation Advocacy Group

Fire Commissioner

Vice Chairman McLamb

Board of Health (Community Assessment Team also)

Appointments Commissioner

Commissioner Kirby

Mental Health LME

Ft. Bragg Regional Alliance (formerly BRAC)

CCAP Board of Directors

Juvenile Justice Partnership Board

Mid Carolina RPO

Commissioner Parker

Workforce/WIA Board

Southeastern Economic Development Commission

Child Fatality Prevention/Community Child Protection Team

Updated December 2013

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 2

Meeting Date: March 3, 2014	<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
	<input type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
	<input checked="" type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue

SUBJECT: Consent Agenda

DEPARTMENT: Administration/Multiple Departments

ITEM DESCRIPTIONS/ATTACHMENTS:

- a. Approve the minutes of the January 6, 2014 meeting
- b. Authorize the renewal of lease for ATM on County Complex property
- c. Approve the contract with Thompson, Price, Scott, Adams & Co., PA to conduct audit for period July 1 2013 - June 30, 2014 and authorize execution of engagement letter
- d. Accept the Single Family Rehabilitation Loan Pool Grant Funds and authorize execution of Funding Agreement documents
- e. Approve tax refunds
- f. Approve budget amendments

RECOMMENDED

ACTION OR MOTION: Motion to approve Consent Agenda as presented

Joint Meeting with the Sampson County Convention and Visitors Bureau

The Sampson County Board of Commissioners convened at 5:30 p.m. on Monday, January 6, 2014 in the County Administration Building for a dinner meeting with the Sampson County Convention and Visitors Bureau Board. Members present: Chairman Jefferson Strickland, Vice Chairman Jarvis McLamb and Commissioners Albert D. Kirby, Jr., Billy Lockamy and Harry Parker.

Chairman Jefferson Strickland called the Board to order and recognized SCCVB Chairman Ray Jordan who offered thanks to the Board of Commissioners for the invitation to present the SCCVB Annual Report. Mr. Jordan introduced each member of the SCCVB present. Following dinner, Mr. Jordan presented those present with a copy of the 2013 Annual Report of the Sampson County Convention & Visitors Bureau, and he and CVB Director Vickie Crane reviewed its highlights and the fiscal report. The Board then recessed to reconvene in the County Auditorium for their regular monthly meeting.

The Sampson County Board of Commissioners convened for their regular meeting at 7:00 p.m. on Monday, January 6, 2014 in the County Auditorium, 435 Rowan Road in Clinton, North Carolina. Members present: Chairman Jefferson Strickland, Vice Chairman Jarvis McLamb and Commissioners Albert D. Kirby, Jr., Billy Lockamy and Harry Parker.

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

Approval of Agenda

Upon a motion made by Commissioner Kirby and seconded by Commissioner Parker, the Board voted unanimously to approve the agenda as published.

Roads

Monthly Report - NCDOT District Engineer Len Reynolds was present and reported that the Highway 24 Section D project had been awarded to the Fred Smith Company out of Raleigh; he noted that Sections A, B, and C had already begun. Chairman Strickland noted the unusual amount of litter that had gathered on the shoulders of the roadways, particularly on Highway 24 from Roseboro to Bonnetsville. He encouraged citizens to do their part to assist the transportation folks in picking up the litter in their own areas. Commissioner Parker passed along reports from citizens in

the Ivanhoe area regarding Ivanhoe Road, one mile either way on Royal Chapel Church, that there were dips in the road that could be detrimental. Commissioner Kirby asked again regarding the manner in which funds were allocated for work on roads – was it activity on the roads or were there other objective methods for determining how funds were allocated to one district over another? Mr. Reynolds explained that the funds were allocated based upon data – the number of vehicles driven on the road and the condition of the road. He explained that the Department had been using a target of 460 cars a day or more for the road to get asphalt, anything less than that, a road in decent condition would have stone on it, which gives it a lifetime of fifteen years, and that’s how much funding the Department has available. Mr. Reynolds stated that he had looked at some of the Department’s past projects, and for the district in Mr. Kirby’s area, there is currently \$3.6 million being spent in that area this year. Commissioner Kirby stated that it seems to be pretty even throughout the County, as far as condition, there doesn’t seem to be a great disparity anywhere. Mr. Reynolds agreed that all roads needed more work than there was funding for. He added that the condition of the roads is rated every two years, and there is a rating (0-100) on every road in the county. The rating and ADT determines what is resurfaced. He noted for Commissioner Parker that Ivanhoe Road was on a list for widening and resurfacing when funds are available, but there is not as much traffic on that road. Ms. Ann Knowles asked if the State picked up deer on the side of the road, and Mr. Reynolds stated yes, if it is on the right-of-way. Ms. Knowles reported that there was a deer on Highway 701, going toward Newton Grove.

Item 2: Planning and Zoning Items

CZ-C-12-13-1 Planning Director Mary Rose reviewed a request to conditionally rezone approximately 6.25 acres located at 3846 North Salemburg Highway from R-Residential to CZ-C (Conditional Zoning Commercial District), noting that it had been unanimously recommended by the Planning Board and that all adjoining property owners had been notified. She reviewed the findings of fact, including that the owner was proposing an 80 x 80 foot building to be used to store work trucks. The trucks were used as an inedible hauler for deceased animals out of the county, after which trucks were cleaned. No products or cleansing would be done on site, just storage and maintenance. Ms. Rose reported that there had been one adjoining property owner who had called with questions, which had been answered, and there were no subsequent concerns with the request. There were no comments from the floor, and the hearing was closed. Upon a motion made by Commissioner Kirby and seconded by Commissioner Lockamy, the Board voted unanimously to approve rezoning request CZ-C-12-13-1, 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 CZ-C-12-13-1 is consistent with the goals and objectives of the Sampson County Land Use Plan and other long range planning documents*

due to the fact this property is located along a major thoroughfare where commercial development is encouraged.

Item 3: Reports and Presentations

Recognition of Retiree Retirees Benny Greene, Mary Lou Bass, Brenda Marable and Teresa Underwood were presented with plaques in recognition of their years of service with the County.

Courthouse Security Update The Chairman recognized Public Works Director Lee Cannady to provide information with regard to physical improvements made to date with regard to security at the Courthouse facilities. Mr. Cannady started by offering a history of the facilities, noting that the 1904 Courthouse began as a two-story facility with law library, jury box, deliberation room and judges' chambers. In 1950, an additional courtroom was needed and wings were added, and later a third floor courtroom, jury box, deliberation room and jury chambers. In the 1980's, the County renovated the old TPL building, using the upper floors with a courtroom, jury box, jury deliberation room, judges' chambers and attorneys room, while the remainder of the building has been used by the Tax Office, Sheriff's Office, Veterans and Elections, among other departments. In the early 2000's, Mr. Cannady explained that he, along with the County Manager and Chairman of the Board of Commissioners were summoned by a judge to the Courthouse to see the life and safety hazard caused by the number of people waiting to enter the courtroom, and negotiations for another court facility soon followed. The preliminary plans, Mr. Cannady recounted, were to obtain the remainder of the block for a Jail annex, DA's Office, courtroom and Courthouse addition, but the plans were scaled back because "it was not a good year." After meetings with those involved, it was determined that the plans for the courtroom would also include a jury box, holding cell and a deliberation room, as well as offices for the overcrowded District Attorney's Office. Now, the facility has become a Superior Courtroom, which it was never designed to be. Mr. Cannady pointed out that this has necessitated recent efforts to brick up the windows behind the jury box for safety purposes. This illustrates, he noted, that the County has been reactive, rather than proactive. In another ten years, he questioned, will the need be another courtroom or another Courthouse? He encouraged that Board to begin to think about planning for its future needs.

With regard to Courthouse security, Mr. Cannady recalled that the Committee formed a few years back (he, the County Manager, the Sheriff, Commissioner McLamb and the Clerk of Court) had presented recommendations at a planning session in 2011, which remained the most cost effective solutions: (1) metal detector scanning needs to be done at entrances at three different locations; (2) video cameras in key areas - courtrooms, entrances, hallways and exits, cashier/counter areas; (3) card access hardware for doors at key locations; and (4) alarm devices at exits and in courtrooms.

Judge Doug Parsons addressed the Board, recalling a U. S. Marshal's study done several years prior regarding security deficiencies. He recalled several recent incidences impacting Judge Stevens, Judge Thagard and Attorney Frank Bradshaw, who were also in attendance. Under the authority of 15A-1034, Chapter 7A, Judge Parsons stated that he would enter an order that effective April 1, 2014, anyone entering any of the three courtrooms will go through a manned metal detector and that by June 1, 2014 panic buttons will be operable at each judge's bench in each courtroom.

Sheriff Jimmy Thornton added that Judge Thagard, Juvenile Probation representatives, and Attorney David Hobson were also on the Courthouse Security Committee. He noted that he had attempted to place in his budget each year positions to resolve some of these security matters. He discussed a typical court day for each of the courthouse facilities and the necessary personnel for bailiffs for each of the courtrooms and for prisoner transport. He cautioned the liability for the Board, the County Manager and him as Sheriff if a serious incident should occur. He reminded the Board of their General Statute obligation to provide security for the Courthouse; his obligation was to provide it for the courtroom. He discussed the use of private security by other counties for scanning monitoring. Sheriff Thornton stated that that in the past he had recommended four full-time officers, but that after having talked to the judges, and looking at the tremendous amount of court that we have, it would be his recommendation that five full-time deputies be hired, along with two civilian staff or two contact security personnel, such as DSS uses (one at each of the scanners, alternating every other week from the Extension to the Annex). He added that there needed to be a Command Center so that all of the courtrooms could be monitored and watched by way of closed circuit TV in each of the locations. He noted that in Harnett County, there were panic buttons not only for the judge but for the clerks. He explained that there was a serious problem with the 800 MHz radios broadcasting from the building which needs to be resolved. He acknowledged that there are times when the court would be finished and the personnel would not be needed, but that they could be utilized in some form or fashion when court was not in session. The Sheriff was asked if grant funds were still available for personnel, and he stated that they were not.

Kevin Kiernan, President of the Sampson County Bar Association, spoke briefly in support of improvements to Courthouse security, as a former District Attorney and a private practicing attorney.

Commissioner Lockamy moved that as a minimum that the order of Judge Parsons be enacted, that by April 1, 2014 that manned motion detectors be each of the Courthouses and that June 1, 2014, panic buttons will be installed and in use. It was noted that the final costs for implementation would be brought back to the Board for consideration and approval. The motion was seconded by Commissioner McLamb. Upon a motion by Commissioner Kirby and a second by Commissioner Parker, the

Board voted unanimously to hold a special meeting immediately preceding their January budget meeting to discuss how best to fund the Courthouse security improvements mandated by the judge. The County Manager noted that this meeting may have to include a report on how much the staff has been able to accomplish with regard to assimilating the necessary costs.

Budget Update Finance Officer David Clack provided a report on the mid-year fiscal status of the County budget. He reviewed the revenues for period ending December 31, 2013 as compared with the same period last year, noting an increase in property tax collection due to the tax and tag program. Sales taxes are falling in line with last year more, state grants are ahead, but federal grants are down because projects have not been completed. Monies are not spent until received, however. On the whole, revenues were tracking at 53.60%. With regard to expenditures, Mr. Clack reported that expenditures were tracking at 44.97%, more than the same time as last year (42.88%) which is attributed to the increase in healthcare costs. It was noted that departments would be spending greater percentages of their budgets if this trend continued.

Item 4: Action Items

Request for Placement of Sign at Clinton-Sampson Airport for Eagle Scout Project Billy Prestage, a Life Scout with Troop 27 of Graves Memorial Presbyterian Church of Clinton, was present to request approval for the placement of a sign at Clinton-Sampson Airport Terminal as his Eagle Scout project. He explained that he had already appeared before the Airport Authority and received support to erect the sign, and that he had contacted Mr. Don Frazier with the Department of Transportation to perform a field investigation to determine that the sign in no way posed any Outdoor Advertising Violation. He stated Mr. Frazier had confirmed that as long as the sign remained 30 feet back from the centerline of Sampson Airport Road, it would not be in violation of the DOT's right of way. Mr. Prestage provided a dimensional sketch of the 30 x 70 foot granite sign, which would serve as an informational sign as well as a beautification project to benefit the city/county airport as well as the community. He explained that according to the Boy Scouts of America, he would need to raise the monies himself through fundraisers and/or private donations, and the sign will not be at any cost to the county. He explained that Mr. Shawn Purvis, the City Manager, had agreed to work with him on the project and be a representative of the city and county. Upon a motion made by Commissioner McLamb and seconded by Commissioner Lockamy, the Board voted unanimously to approve the request for the placement of the sign by Mr. Prestage as his Eagle Scout project.

Request for Approval of Revisions to the LEPC Bylaws, Information Access Procedures and the Facility Emergency Planning Form (continued from December 2, 2013 meeting) Emergency Management Director Ronald Bass reviewed the statutory requirement for and structure and responsibilities of the LEPC. He explained that the

Committee membership was large, which made achieving a meeting quorum difficult, and thus revisions to the bylaws were being requested. Mr. Bass also reviewed the facility emergency planning forms. Upon a motion made by Commissioner Kirby and seconded by Commissioner Parker, the Board voted unanimously to approve the bylaw revisions, information access procedures and facility emergency planning form. (Copies filed in Inc. Minute Book _____, Page _____.)

Appointment - Workforce Development Commission This item was tabled.

Appointment - Adult Care Home CAC This item was tabled.

Appointment - BOC Committee/Board Assignments Review This item was tabled.

Item No. 5: Consent Agenda

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

- a. Approved the minutes of the December 2, 2013 meeting
- b. Approved the revised Electronic Communications Policy (Copy filed in Inc. Minute Book _____, Page _____.)
- c. Approve the Forestry Services Contract for Fiscal Year 2013-2014 (Copy filed in Inc. Minute Book _____, Page _____.)
- d. Approve the Audit for Fiscal Year Ending June 30, 2013, as approved by the Local Government Commission (Copy filed in the Finance Office.)
- e. Approved disabled veterans tax exclusions for Thomas M. Bass and Joe R. Matthews
- f. Approved the following tax refunds:

#5970	Mildred G. Jackson	\$ 153.39
#5946	Prestage Farms, Inc.	\$ 147.37
#5959	Estate of Nancy Wiggins Shirley	\$ 162.16
#5957	Beatrice Shaw	\$ 987.54
#5943	Walter Junior Rayner	\$ 100.84
#5941	Wades Auto Sales Inc.	\$ 181.75
#5927	Marjorie Strouth	\$ 210.37
#5940	Michael Scott McLamb	\$ 104.19

- g. Approved the following budget amendments:

<u>EXPENDITURE</u>		<u>Cooperative Extension - EDF/AG INPUTS</u>	
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	
04549550	512600	Part Time Salaries	
			<u>Increase</u> <u>Decrease</u>
			5,731.00
<u>REVENUE</u>			
<u>Code Number</u>		<u>Source of Revenue</u>	
04434955	404012	EDF-AG INPUTS MGMT	
			<u>Increase</u> <u>Decrease</u>
			5,731.00
<u>EXPENDITURE</u>		<u>Cooperative Extension SHIIP</u>	
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	
04549580	526200	Departmental Supplies	
			<u>Increase</u> <u>Decrease</u>
			1,739.00
<u>REVENUE</u>			
<u>Code Number</u>		<u>Source of Revenue</u>	
04034958	404088	SHIIP Revenue (NC Dept of Insurance)	
			<u>Increase</u> <u>Decrease</u>
			1,739.00

Item 6: Board Information

The following items were provided to the Board for information:

- a. Cellular Phone Policy, with Revisions Recommended by Board of Commissioners
- b. Invitation from Sampson County History Museum and Chamber of Commerce for Succession Planning Discussion
- c. Attorney Opinion Regarding Action at Special Meetings
- d. NC DHHS Correspondence Regarding Next Phase of NC FAST Implementation
- e. NRCS – Flyer Regarding Wetlands Training
- f. Cumberland Community Action Program CSBG 2014-2015 Funding Application

County Manager Reports

County Manager Ed Causey noted that the Board works diligently to recognize others and perhaps some kudos should come back to the Board. He recalled that the Board was very deliberate in their decision to go into 2014 having budget meetings once a month in addition to their regularly scheduled meetings. He stated that each deserved accolades for their efforts to demonstrate to the public their interest in the affairs of Sampson County and the budget. He reminded the Board that they had put the Animal Control Ordinance in abeyance, and suggested that the Board may wish to be thinking about a date for a work session on this matter to be scheduled at their regular meeting in February. He called the Board’s attention to the letter under Board Information from the Chamber of Commerce requesting a meeting regarding the future of the Sampson

County History Museum in early February. Mr. Causey noted that the next budget work session was scheduled for January 21st at 4:00 p.m., with presentations scheduled with Lee Cannady, Soil Conservation, and Cooperative Extension. The Chairman reported that the Mid Carolina COG Annual Dinner was to be held on the 30th of the month, with Sampson County as the host county.

Public Comments

There were no public comments offered.

Recess to Reconvene

Upon a motion made by Commissioner McLamb and seconded by Commissioner Kirby, the Board voted unanimously to recess to reconvene on January 21, 2014 at 3:45 p.m. in the County Administration Building.

Jefferson B. Strickland, Chairman

Susan J. Holder, Clerk to the Board

NORTH CAROLINA:

SAMPSON COUNTY:

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this EIGHTEENTH day of, FEBRUARY , 2014, by and between, COUNTY OF SAMPSON, hereinafter referred to as "Lessor"; and STATE EMPLOYEES' CREDIT UNION, a North Carolina corporation, hereinafter referred to as "Lessee";

WITNESSETH:

That subject to the terms and conditions hereinafter set out, said Lessor does hereby let and lease unto said Lessee, and said Lessee does hereby accept as tenant of Lessor that certain tract or parcel of land located, 414 COUNTY COMPLEX RD., CLINTON, County of SAMPSON, State of North Carolina.

The terms and conditions of this Lease are as follows:

- 1) The term of this Lease shall be for a period of ONE (1) years beginning on the FIRST day of, APRIL, 2014, and ending on the LAST day of MARCH, 2015, unless extended or terminated under the other provisions of this Lease.
- 2) As rental for said premises, Lessee shall pay to Lessor, at the address noted below, and without notice or demand therefore, the sum of ONE HUNDRED Dollars (\$100.00) per month, payable monthly in advance on the first day of each calendar month. Rental payments shall be made to COUNTY OF SAMPSON, ATTN: COUNTY MANAGER, P O BOX 257, CLINTON, NC 28329.
- 3) Lessee shall use and occupy the premises for the purpose of maintaining a kiosk ATM, and in connection thereto, shall comply with all laws, ordinances, orders, or regulations of any lawful authority having jurisdiction over the premises and the use thereof.
- 4) It is understood and agreed that Lessee shall be responsible for construction of the ATM and for the upkeep, repair, and maintenance of said structure during the term of this Lease or any extension hereof. At the expiration of the term of this Lease, or the prior termination of said Lease as herein provided, Lessee shall be responsible for removing said ATM from the premises and restoring the premises to their original condition.
- 5) During the term of this Lease, Lessee shall maintain comprehensive general liability insurance on an occurrence basis with minimum limits of liability in the amount of Three Hundred Thousand Dollars (\$300,000.00) for property damage, bodily injury, personal injury or death to any one person; Lessee shall also maintain excess liability coverage with a per occurrence limit of at least One Million Dollars (\$1,000,000.00); and Lessee shall keep the kiosk structure on the demised premises together with the equipment in said building insured against loss or damage by fire or other casualties.
- 6) Lessee shall neither use nor occupy the demised premises or any part thereof for any unlawful or ultrahazardous business purpose nor operate or conduct its business in a manner constituting a nuisance of any kind.

- 7) Lessee shall pay prior to delinquency all taxes and assessments of every kind and nature which may be imposed or assessed upon or with respect to the structure and equipment placed on the premises by Lessee.
- 8) If the Leased Premises are wholly or partially destroyed by fire or other casualty, rental shall abate in proportion to the loss of use thereof, and Lessee shall, at its own expense, promptly restore the Leased Premises to substantially the same condition as existed before damage or destruction, whereupon full rental shall resume. Should Lessee elect not to repair or replace the ATM, then Lessee shall provide written notice to Lessor of its intent to terminate this Lease Agreement. Upon such termination Lessee shall diligently repair the Leased Premises to its original condition prior to the installation of the ATM. After the Leased Premises are repaired, Lessee and Lessor shall not have any responsibility to each other under the terms of the Lease Agreement.
- 9) If the whole of the premises, or such portion thereof as will make the premises unsuitable for use contemplated hereby, shall be taken under the power of eminent domain (including any conveyance in lieu thereof), then the term hereof shall cease as of the date possession thereof is taken by the condemnor, and rental shall be accounted for as between Lessor and Lessee as of that date.
- 10) All applications in connection with necessary utility services on the demised premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for electricity, gas, water, sewer, and telephone services.
- 11) Lessee shall be in exclusive control and possession of the demised premises, and Lessor shall not be liable for any injury or damages to any property or to any person on or about the demised premises nor for any injury or damage to any property of Lessee. Lessee shall defend, indemnify and hold harmless the Lessor from and against any claims, damages, or expenses (including reasonable attorney's fees), whether due to damage to the premises, claims for injuries to persons or property, or administrative or criminal action by governmental authority, where such claims, damages, or expenses result from the negligence, misconduct or breach of any provision of this Lease Agreement by Lessee, its agents, employees or invitees.
- 12) THERE WILL BE NO RENEWAL OPTIONS.
- 13) It is expressly understood and agreed that if any monthly installment of rent as herein called for shall remain overdue and unpaid for ten (10) days, Lessor may, at its option, at any time during such default, declare this Lease terminated and canceled and take possession of said premises, and require the Lessee to remove the structure from the premises and restore the premises to their former condition.
- 14) If Lessee shall pay the rent and perform and observe all the other covenants and conditions to be performed and observed by it hereunder, Lessee shall at all times during the term hereof have the peaceable and quiet enjoyment of the premises without interference from Lessor or any person lawfully claiming through Lessor.
- 15) All notices provided for in this Lease Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail addressed to Lessor at:

COUNTY OF SAMPSON
ATTN: COUNTY MANAGER
P O BOX 257
CLINTON, NC 28329

and to Lessee at:

State Employees' Credit Union
P. O. Box 27665
Raleigh, N. C. 27611

- 16) This Lease Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina.
- 17) This Lease Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 18) This Lease contains the complete agreement of the parties regarding the terms and conditions of the lease of the premises, and there are no oral or written conditions, terms, warranties, understandings or other agreements pertaining thereto which have not been incorporated herein. This Lease Agreement may be modified only by written instrument duly executed by both parties or their respective successors in interest.
- 19) If any provision of this Lease shall be declared invalid or unenforceable, the remainder of the Lease shall continue in full force and effect.

THIS PORTION INTENTIONALLY LEFT BLANK

IN TESTIMONY WHEREOF, the parties have caused this Lease Agreement to be executed as of the day and year first above written.

LESSOR:
COUNTY OF SAMPSON

BY: _____
PRESIDENT

ATTEST:

SECRETARY



LESSEE:
STATE EMPLOYEES' CREDIT UNION

BY: *Dot Hinton*
SENIOR VICE-PRESIDENT, FACILITIES SERV.

ATTEST:

J. W. Parker
ASSISTANT CORPORATE SECRETARY

NORTH CAROLINA:
WAKE COUNTY:

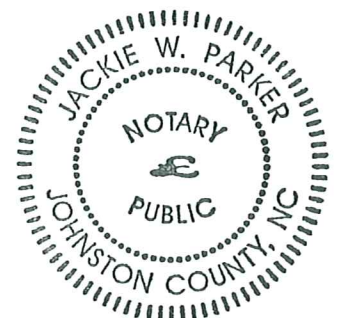
This the 18th day of February, 2014, before me, *Jackie W. Parker*,
a Notary Public, personally came *Dot Hinton*, who, being duly sworn, says that she is Senior Vice-President, Facilities Services of STATE EMPLOYEES' CREDIT UNION and that the seal affixed to the foregoing instrument in writing is the corporate seal of the said corporation, and that said writing was signed and sealed by her in behalf of the said corporation by its authority duly given and the Senior Vice-President, Facilities Services acknowledged the said writing to be the act and deed of said corporation.

Witness my hand and notarial seal, this the 18th day of February, 2014.

Jackie W. Parker
Jackie W. Parker
NOTARY PUBLIC

My Commission Expires:

Oct. 28, 2014





CERTIFIED PUBLIC ACCOUNTANTS

R. Bryon Scott, CPA
Gregory S. Adams, CPA
Alan W. Thompson, CPA

Offices:
Elizabethtown, NC
Wilmington, NC
Whiteville, NC

February 18, 2014

Sampson County Board of Commissioners
Sampson County, North Carolina

We are pleased to confirm our understanding of the services we are to provide Sampson County for the year ended June 30, 2014. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements, of Sampson County as of and for the year ended June 30, 2014. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Sampson County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Sampson County's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis.

We have also been engaged to report on supplementary information other than RSI that accompanies Sampson County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- 1) Schedule of expenditures of federal awards.
- 2) Budget to actual schedules.
- 3) Schedules of funding progress.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles, and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. If our opinions on the financial statements or the Single Audit compliance opinions are other than unqualified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal awards, and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the Sampson County and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management and financial information is reliable and properly recorded. Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review during the preparation of the financial statements. You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon].

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Sampson County's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Sampson County's major programs. The purpose of these procedures will be to express an opinion on Sampson County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of Thompson, Price, Scott, Adams & Co., PA and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to State Auditor's Office or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Thompson, Price, Scott, Adams & Co., PA personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the [Name of Cognizant Agency, Oversight Agency for Audit, or Pass-through Entity]. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately June 1, 2014 and to issue our reports no later than December 31, 2014. Bryon Scott is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services is stated in the LGC contract. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2011 peer review accompanies this letter.

We appreciate the opportunity to be of service to Sampson County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Thompson, Price, Scott, Adams & Co., PA

RESPONSE:

This letter correctly sets forth the understanding of Sampson County.

By: _____

Title: _____

Date: _____

CONTRACT TO AUDIT ACCOUNTS
Of **SAMPSON COUNTY**
Governmental Unit

On this 18TH day of FEBRUARY, 2014, THOMPSON, PRICE, SCOTT, ADAMS & CO., PA
THOMPSON, PRICE, SCOTT, ADAMS & CO., PA Auditor

Mailing Address

PO BOX 1690, ELIZABETHTOWN NC 28337, hereinafter referred to as

the Auditor, and BOARD OF COMMISSIONERS of SAMPSON COUNTY, hereinafter referred
Governing Board Governmental Unit
to as the Governmental Unit, agree as follows:

1. The Auditor shall audit all statements and disclosures required by generally accepted accounting principles (GAAP) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit for the period beginning JULY 1, 2013, and ending JUNE 30, 2014. The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion will be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate discretely presented component units, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).
2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with generally accepted auditing standards. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB Circular A-133 and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated workpapers may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit and/or workpapers are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC CPA Board).
3. This contract contemplates an unqualified opinion being rendered. If financial statements are not prepared in accordance with GAAP, or the statements fail to include all disclosures required by GAAP, please provide an explanation for that departure from GAAP in an attachment.
4. This contract contemplates an unqualified opinion being rendered. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2011 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of their most recent peer review report regardless of the date of the prior peer review report to the Governmental Unit and the Secretary of the LGC prior to the execution of the audit contract (See Item 22). If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Accounting Standards*, the Auditor shall provide an explanation as to why in an attachment.
6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to the State and Local Government Finance Division (SLGFD) within four months of fiscal year end. Audit report is due on: OCTOBER 31, 2014. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay must be submitted to the Secretary of the LGC for approval.
7. It is agreed that generally accepted auditing standards include a review of the Governmental Unit's systems of internal control and accounting as same relates to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor will make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his findings, together with his recommendations for improvement. That written report must include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.) [G.S. 159-34 and 115C-447] The process for

Contract to Audit Accounts (cont.) SAMPSON COUNTY
(Name of Governmental Unit)

invoice approval has changed. All invoices for Audit work must be submitted by email in PDF format to the Secretary of the LGC for approval. The invoices must be sent through the portal at: <http://nctreasurer.slgfd.leapfile.net>. Subject line should read "Invoice - only. The PDF invoice marked 'approved' with approval date will be returned by email to the Auditor for them to present to the Governmental Unit for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.

9. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit shall pay to the Auditor, upon approval by the Secretary of the LGC, the following fee, which includes any cost the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (Federal and State grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts:

Year-end bookkeeping assistance – [For audits subject to Government Auditing Standards, this is limited to bookkeeping services permitted by revised Independence Standards] AT STANDARD BILLABLE RATES. \$100/HR CPA & \$75/HR STAFF
Audit 43,500.00

Preparation of the annual financial statements 5,000.00

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees above. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee. **The 75% cap for interim invoice approval for this audit contract is \$36,375.00**

10. If the Governmental Unit has outstanding revenue bonds, the Auditor shall include documentation either in the notes to the audited financial statements or as a separate report submitted to the SLGFD along with the audit report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor should be aware that any other bond compliance statements or additional reports required in the authorizing bond documents need to be submitted to the SLGFD simultaneously with the Governmental Unit's audited financial statements unless otherwise specified in the bond documents.
11. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include but not be limited to the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the client or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board as soon as practical after the close of the accounting period.
12. If the audit firm is required by the NC CPA Board or the Secretary of the LGC to have a pre-issuance review of their audit work, there must be a statement added to the engagement letter specifying the pre-issuance review including a statement that the Governmental Unit will not be billed for the pre-issuance review. The pre-issuance review must be performed **prior** to the completed audit being submitted to the LGC. The pre-issuance report must accompany the audit report upon submission to the LGC.
13. The Auditor shall electronically submit the report of audit to the LGC when (or prior to) submitting the invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the SLGFD by any interested parties. Any subsequent revisions to these reports must be sent to the Secretary of the LGC. These audited financial statements are used in the preparation of official statements for debt offerings (the Auditors' opinion is not included), by municipal bond rating services, to fulfill secondary market disclosure requirements of the Securities and Exchange Commission, and other lawful purposes of the Governmental Unit, without subsequent consent of the Auditor. If it is determined by the LGC that corrections need to be made to the Governmental Unit's financial statements, they should be provided within three days of notification unless, another time frame is agreed to by the LGC.

The LGC's process for submitting contracts, audit reports and Invoices are subject to change. Auditors should use the submission process in effect at the time of submission. The most current instructions will be found on our website: <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>

In addition, if the OSA designates certain programs to be audited as major programs, a turnaround document and a representation letter addressed to the OSA shall be submitted to the LGC.

14. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be varied or changed to include the increased time and/or compensation as may be agreed upon by the Governing Board and the Auditor.
15. If an approved contract needs to be varied or changed for any reason, the change must be made in writing, signed and dated by all parties and pre-audited if the change includes a change in audit fee. This document and a written explanation of the change must be submitted by email in PDF format to the Secretary of the LGC for approval. The portal address to upload your amended contract and letter of explanation documents is <http://nctreasurer.slgfd.leapfile.net> No change shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

Contract to Audit Accounts (cont.) SAMPSON COUNTY

(Name of Governmental Unit)

- 16. Whenever the Auditor uses an engagement letter with the Governmental Unit, Item 17 is to be completed by referencing the engagement letter and attaching a copy of the engagement letter to the contract to incorporate the engagement letter into the contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract will control. Engagement letter terms are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 23 of this contract. Engagement letters containing indemnification clauses will not be approved by the LGC.
- 17. Special provisions should be limited. Please list any special provisions in an attachment.
- 18. A separate contract should not be made for each division to be audited or report to be submitted. A separate contract must be executed for each component unit which is a local government and for which a separate audit report is issued.
- 19. The contract must be executed, pre-audited, physically signed by all parties and submitted in PDF format including Governmental Unit and Auditor signatures to the Secretary of the LGC. The current portal address to upload your contractual documents is <http://nctreasurer.slgfd.leapfile.net> Electronic signatures are not accepted at this time. **Included with this contract are instructions to submit contracts and invoices for approval as of September 4, 2013. These instructions are subject to change. Please check the NC Treasurer's web site at www.nctreasurer.com for the most recent instructions.**
- 20. The contract is not valid until it is approved by the LGC Secretary. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.
- 21. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.
- 22. The Auditor acknowledges that any private employer transacting business in this State who employs 25 or more employees in this State must, when hiring an employee to work in the United States, use E Verify to verify the work authorization of the employee in accordance with N.C.G.S. §64 26(a). The Auditor acknowledges further that any such private employer and its subcontractors must comply with all of the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (North Carolina's E-verify law), and that such private employer has a duty under the law to ensure compliance by its subcontractors. The Auditor further acknowledges that this contract is of the type governed by S.L. 2013-418, which makes it unlawful for a local government to enter into certain types of contracts unless the contractor and its subcontractors comply with North Carolina's E-verify law, and that failure to comply with such law could render this contract void. The Auditor hereby covenants, warrants and represents for itself and its subcontractors that with respect to this contract the Auditor and its subcontractors shall comply with the provisions of North Carolina's E-verify law and that failure to comply with such law shall be deemed a breach of this contract and may render this contract void.
- 23. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted: (See Item 16.)
- 24. **All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided in the spaces below.**

Audit Firm Signature:

Firm THOMPSON, PRICE, SCOTT, ADAMS & CO., PA

By R BRYON SCOTT
(Please type or print name)

(Signature of authorized audit firm representative)

Email Address of Audit Firm:

bryonscott@tpsacpas.com

Date 2/18/14

Governmental Unit Signatures:

By _____
(Please type or print name and title)

(Signature of Mayor/Chairperson of governing board)

Date _____

Date Governing Body Approved Audit Contract - G.S. 159-34(a)

Date: _____

Unit Signatures (continued):

By _____
(Chair of Audit Committee- please type or print name)

(Signature of Audit Committee Chairperson)

Date _____
(If Governmental Unit has no audit committee, this section should be marked "N/A.")

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act. Additionally, the following date is the date this audit contract was approved by the governing body.

Governmental Unit Finance Officer (Please type or print name)

(Signature)

Email Address of Finance Officer

Date

(Preaudit Certificate must be dated.)

Steps to Completing the Audit Contract

1. Complete the Header Information
2. Item No. 1 – Complete the period covered by the audit
3. Item No. 6 – Fill in the audit due date. For the Governmental Unit, the contract due date can be no later than 4 months after the end of the fiscal year, even though amended contracts may not be required until a later date.
4. Item No. 8 – The process for invoice approval changed during 2012, so the Auditor should make sure he and his administrative staff is familiar with the new process. Instructions for each process can be found at the following link. <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>
5. Item No. 9 – Complete the fee section as in the past but please note:
 - Language has been inserted into the contract that specifies the cap on interim payments is 75% of the current audit fee for services rendered if the contracted fee amount is a fixed amount. If any part of the fee is variable, interim payments are limited to 75% of the prior year's total audit fee. If the contract fee is in any part variable, we will compare the authorized interim payment on the contract to 75% of last year's actual approved total audit fee amount according to our records. There is a report of audit fees paid by each governmental unit on our web site: <https://www.nctreasurer.com/slg/Pages/Non-Audit-Services-and-Audit-Fees.aspx> - Auditors and Audit Fees. Please call or email Steven Holmberg of our office at 919-807-2382 steven.holmberg@nctreasurer.com if you have any questions about the fees on this list.
 - For variable fees for services, are the hourly rates or other rates clearly stated in detail? If issued separately in an addendum, has the separate page been acknowledged in writing by the Governmental Unit?
 - For fees for services that are a combination of fixed and variable fees, are the services to be provided for the fixed portion of the fee clearly stated? Are the hourly rates or other rates clearly stated for the variable portion of the fee? See previous bullet point regarding variable fees.
6. Item No. 18 – If there is a reference to an engagement letter or other document, has the engagement letter or other document been acknowledged by the Governmental Unit and attached to the contract submitted to the SLGFD?
 - a. Does the engagement letter contain an indemnification clause? **The audit contract will not be approved if there is an indemnification clause – refer to LGC Memo # 986.**
7. Item No. 22 – E-verify requirements now apply to all municipal and county contracts, including the audit contract. There is no e-verify requirement for the audit contract for other types of entities The best approach to meeting e-verify requirements may be for the municipal or county local government to have its vendors with 25 or more employees in the State of North Carolina sign a document attesting that they have complied with the e-verify requirements for their staff and their sub-contractors. This language is included in Item 22 of the audit contract. Any

Contract to Audit Accounts (cont.) SAMPSON COUNTY

(Name of Governmental Unit)

municipal or county contracts executed Sept 4, 2013 or later whose audit firm has 25 or more employees in the State of North Carolina will need the addendum/language and it will be returned to the unit if it is not included. If the e-verify requirements do not apply to your contract, either because you are a city or county but your audit firm has less than 25 employees, or you are an entity to which e-verify does not apply, please mark Item #22 "N/A" or exclude Item #22 by specifically excluding it in Item #23.

8. Signature Area – Make sure all signatures have been obtained. **The contract must be approved by your Governing Board pursuant to G.S. 159-34(a).** Please place the date the Governing Board approved the audit contract in the space provided.
 - a. Please make sure that you provide email addresses for the audit firm and finance officer as these will be used to communicate official approval of the contract.
 - b. Has the pre-audit certificate been signed and dated by the appropriate party?
 - c. Has the name and title of the Mayor or Chairperson of the Governing Board been typed or printed on the contract and has he/she signed in the correct area directly under the Auditor's signature?
9. If the Auditor is performing an audit under the yellow book or single audit rules, has year-end bookkeeping assistance been limited to those areas permitted under the revised GAO Independence Standards? Although not required, we encourage Governmental Units and Auditors to disclose the nature of these services in the contract or an engagement letter. Fees for these services should be shown in the space indicated in Item 9 of the contract.
10. Has the most recently issued peer review report for the audit firm been included with the contract? (This is required if the audit firm has received a new peer review report that has not yet been forwarded to us. The audit firm is not required to send the Peer Review report multiple times.)
11. After all the signatures have been obtained and the contract and is complete, please convert the contract and all other supporting documentation to be submitted for approval into a PDF copy. Peer Review Reports should be submitted in a separate PDF file. These documents should be submitted using the most current submission process which can be obtained at the NC Treasurer's web site – <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>.

Memo

To: David Clack, Finance Officer
From: Juanita Brewington *Juanita*
Date: February 20, 2014
Re: Single Family Rehab Program (SFR14)

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

The initial set aside amount will be \$170,000 and we may access additional funds from a \$1.56 million "Loan Pool" on a first come first served basis. Upon 50% draw down of the initial set aside amount, we can request setup of additional homes for additional funds.

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

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

Funding Agreement should be executed and returned to NCHFA no later than April 15, 2014.

2014 SFR guidelines will allow the servicing of homes with life estates however the program does not service mobile homes with SFR funds.

May 30, 2014 will be the deadline date for submittal of our Post Approval Documentation (PAD) packet which must include our Assistance Policy, Procurement Policy and Disbursement Policy.

We cannot solicit for applications from Citizens for participation in the SFR14 program until the Funding Agreement and PAD requirements have been satisfied.

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



February 14, 2014

Mr. Edwin Causey, County Manager
County of Sampson
PO Box 257
Clinton, NC 28329

A self-supporting
public agency

Dear Mr. Causey:

A. Robert Kucab
Executive Director

I am pleased to inform you that your 2014 Single-Family Rehabilitation Loan Pool (SFRLP14) application proposing to serve Sampson County has been conditionally approved by the Agency for a set-aside not to exceed \$170,000. Under SFRLP14, those receiving conditional approval will be referred to as "SFR Loan Pool Members" (Members) and may access additional funds from a \$1.56 million "SFR Loan Pool" on a first come/first-served basis, after meeting certain thresholds. Applications were received from a variety of housing providers proposing to serve counties designated under SFRLP14. Success in this competition reflects your organization's commitment and capacity to help meet the housing needs in your service area. For that we congratulate you!

PO Box 28066
Raleigh, NC
27611-8066

A mandatory Administrators' Implementation Workshop will be held in Raleigh on June 11, 2014 at the McKimmon Center. Members contracting all or part of their project administration to consultants are also required to have a representative from the contracting entity attend the Administrators' Implementation Workshop. The person identified in your application as the Rehabilitation Manager and the person(s) identified as being responsible for the work write-ups and inspections are required to attend the Rehabilitation Specialists' Workshop. This workshop will be held at the McKimmon Center on June 12, 2014. Each Member is ultimately responsible for the success or failure of their SFRLP14 project. Detailed information on the workshops will be mailed directly to the Program Administrator, Rehabilitation Manager and, if applicable, to the Member representative, at a later date.

3508 Bush Street
Raleigh, NC
27609-7509

Enclosed are two copies of the SFRLP14 Funding Agreement which have been signed by C. William Dowse, Director of Strategic Investment at the Agency. Please have both copies signed by the Chief Administrative Official identified in the SFRLP14 Application for Funding and **return one copy to the Agency no later than April 15, 2014**. Keep the other copy for your files. Within several days, you will receive a Post Approval Documentation packet (PAD) requesting some additional information including a copy of your SFRLP14 Assistance Policy. Please do not begin work on your project until your Program Administrator has attended the required Administrators' Implementation Workshop in June, the PAD has been approved and you have executed a Funding Agreement.

TEL. 919-877-5700
FAX. 919-877-5701
www.nchfa.com

An Agency staff person has been assigned to work with each Member as its single point of contact for all matters pertaining to SFRLP14. We refer to them as "case managers" and charge each with assisting their assigned cases as needed to help ensure success in achieving the Program goals. Donna Coleman will be your case manager for this project. Please do not hesitate to contact her any time you have questions, concerns or comments. Her telephone number is 919-981-5006. All SFRLP14-related correspondence (including the executed Funding Agreement) should be addressed to the case manager's attention.

On behalf of the Agency, I congratulate you on your successful application.

Sincerely,

A. Robert Kucab
Executive Director

cc: Mr. Robert Clinebelle, Project Coordinator

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

February 25, 2014

MEMO:

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

SUBJECT: Budget Amendment for fiscal year 2013-2014

1. It is requested that the budget for the SFR 2014 Program be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
29549410-529901	Soft Costs	34,200.00	
29549410-562004	Housing Rehabilitation	135,800.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
29034941-403614	Grant NC Housing Finance Agency	170,000.00	

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


To create budget for 2014 Single Family Rehabilitation Program. Allocate funds to pay soft costs and housing rehab costs for grant.



 (Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

 2/25, 2014


 (County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____


 (County Manager & Budget Officer)

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

NORTH CAROLINA HOUSING FINANCE AGENCY

**SINGLE-FAMILY
REHABILITATION LOAN POOL
(SFRLP14)**

FUNDING and WRITTEN AGREEMENT for SUBRECIPIENTS

Member: County of Sampson

Funding Agreement Number: SFRLP1426

Service Area: Sampson County

NORTH CAROLINA HOUSING FINANCE AGENCY
2014 SINGLE-FAMILY REHABILITATION LOAN POOL (SFRLP14)
FUNDING AGREEMENT

This Funding and Written Agreement (the "Agreement") is entered into on the 14th day of April 2014 between the North Carolina Housing Finance Agency (the "Agency"), a public agency of the State of North Carolina and the County of Sampson (the "Member Organization", "Member", or "Subrecipient").

Recitals

Whereas, the Agency has received HOME Investment Partnerships Program ("HOME") funds (C.F.D.A. number 14.239) from the U.S. Department of Housing and Urban Development; and

Whereas, the Agency uses HOME funds to provide loans and grants to program-eligible homeowners under its Single-Family Rehabilitation Loan Pool Program ("SFRLP" or "Program"), henceforth these funds shall be referred to as "SFRLP funds", or "SFRLP pool"; and

Whereas, the Agency has provided adopted program guidelines (referred to herein as "SFRLP14 Program Guidelines" or "Program Guidelines") for the administration of SFRLP14, which are incorporated into this Agreement by reference in its entirety; and

Whereas, the Agency has advertised the availability of funding under the Program; and,

Whereas, the application of the Member identified on the cover page of this Funding and Written Agreement was received, evaluated, and approved by the Agency, and said Member was invited to participate in the Program.

Now, Therefore, the Agency and the Member, both desiring to be legally bound, do, hereby, both mutually agree to the following:

The Member understands and agrees that the SFRLP14 Program Guidelines are a material part of this Agreement and any violation or breach by Member of the terms, conditions and provisions in the SFRLP14 Program Guidelines or this Agreement shall constitute a violation or breach of this Agreement and the Agency may take any appropriate remedies as listed in Section 19 entitled "Enforcement of Funding Agreement".

PART A: TIME OF PERFORMANCE

Section 1: Time of Performance

- (a) The Member shall begin performance of this Agreement on the 14th day of April, 2014 and shall complete performance no later than June 30, 2017.
- (b) The Agency has approved a set-aside of up to \$170,000 of SFRLP funds for the Member for up to 3 units. The Member may reserve funds from this set-aside on a unit-by-unit basis in accordance with Program Guidelines (PG) 3.2.2 & 3.2.3, until December 31, 2015. Any funds from this set-aside not reserved by that date shall be de-obligated and remain in the SFRLP pool for reallocation to those Members seeking funding for additional units.
- (c) Funds for additional units may be reserved from the pool, depending on availability, on a unit-by-unit, first come, first served basis in accordance with PG 3.2 up until December 31, 2016. Any funds, not committed under contract (pursuant to Section 3.12 of the Program Guidelines) to a unit as of December 31, 2016, must be withdrawn from deposit and returned to the Agency; or, de-obligated from the Member's IDIS master account. All units must be completed and closed out by June 30, 2017.
- (d) Reversion of assets. Upon expiration of the agreement on June 30, 2017, the Member must transfer to the Agency any HOME funds not under contract for a specific unit and any accounts receivable attributable to the use of HOME funds.

PART B: PROGRAM FUNDING

Section 2: Grant Amount

The Agency has approved a set-aside of SFRLP funds from the SFRLP pool to the County of Sampson in the principal amount of **\$170,000 (One Hundred Seventy Thousand Dollars) for up to 3 units**. SFRLP funds are federal funds from the HOME Investment Partnerships Program. Although the Agency has approved a set-aside for a specific amount to the Member, the Member also has the opportunity to access additional funds from the SFRLP pool (depending upon fund availability) once they have met the threshold requirements outlined in SFRLP13 Program Guidelines 3.2.2.

Section 3: Use of Funds

- (a) SFRLP funds shall be used to provide assistance to low-income homeowners for: the repair and rehabilitation of their principle residence; the installation of energy-efficiency measures to decrease energy use in the unit; temporary relocation of households to standard housing, at reasonable cost, if in accordance with an Agency-approved written relocation policy; and lead-based paint evaluation and remediation. SFRLP funds shall pay for eligible hard and soft costs associated with housing rehabilitation of single-family owner-occupied dwelling units; making the units safe, decent and sanitary. SFRLP assistance shall be in the form of a loan to the homeowner, which covers the eligible hard costs associated with the rehabilitation of the unit. SFRLP assistance used to pay eligible soft costs associated with the rehabilitation of the unit shall be in the form of a grant to the homeowner. In order to ensure each Member is conveying certain HOME Program requirements to the eligible homeowners, the Member must use the Agency-provided loan documents listed in the SFRLP14 Program Guidelines. Failure to do so shall constitute a material breach of this Agreement.
- (b) The Member must identify eligible units in accordance with the SFRLP Program Guidelines. The budget for each unit assisted can be found on the Settlement Data Sheet which is referenced at PG 2.3.2 and is a part of the unit workbook.
- (c) The Member must repay the Agency for any costs deemed ineligible by the Agency in its sole discretion. The Member must also repay the Agency for any expended funds for units that do not meet the ownership and property requirements as stated in PG 4.1.3 & 4.1.4 (24CFR92.254(b), "Qualification as affordable housing: homeownership". Any funds repaid to the Agency shall be subject to imputed interest.

Section 4: Disbursement of Funding

- (a) The Member cannot request disbursement of SFRLP funds until funds are needed for actual payment of eligible costs as defined in the SFRLP14 Program Guidelines (PG 2.2.4). The amount of the request must be limited to the actual amount needed. Any interest earned on SFRLP funds held by the Member must be spent prior to using any other SFRLP funds.
- (b) SFRLP funds will be disbursed to the Member through electronic payments from the Agency and in accordance with PG 3.2.

- (c) The Member is eligible to request Program funds from the Agency only after the Agency has received this executed Agreement and a completed *Signatory Form and Certification* card (“Signatory card”).
- (d) The Member must complete all work under this Agreement and disburse all SFRLP funds in accordance with the Program Guidelines, specifically Sections 3.3 and 3.4.

Section 5: Deposit of Funds

- (a) The Member shall establish a master account in an FDIC-insured banking institution to hold all Program funds. All interest earned on SFRLP funds shall be utilized in accordance with this Agreement.
- (b) All Program funds must be expended for eligible costs within twelve days of receipt. Any interest earned within the twelve-day period shall be retained as Program funds. Any interest earned on Program funds not expended for eligible costs within twelve days must be returned to the Agency.
- (c) The Agency reserves the right to require that all deposits made in the master account be available for withdrawal by the Member and the Agency. If the Agency chooses to exercise this option, an agreement for custodial accounts will be provided by the Agency.

PART C: FINANCIAL MANAGEMENT

Section 6: Establishment and Maintenance of Accounting Records

- (a) The Member agrees to establish an account in its own general ledger for funds received under this Agreement, and SFRLP funds, including interest earned, shall be accounted for separately from all other monies.
- (b) The Member's financial management system shall provide for:
 - (1) Accurate, current and complete disclosure of the financial results of the Program in accordance with the reporting requirements.
 - (2) Records that identify adequately the source and application of funds for activities supported by the Program.
 - (3) Effective control over and accountability for all funds received under this Agreement.
 - (4) Comparison of actual outlays with budgeted amounts for the Program.
 - (5) Accounting records that are supported by source documentation.

- (6) Systematic methods to assure timely and appropriate resolution of audit findings and recommendations.
- (c) The Member shall maintain financial records, supporting documents, statistical records and all other records pertinent to this grant for a period of five years (PG 3.6.1). The retention period starts from the date of the project closeout letter. If any litigation, claim or audit starts before the expiration of the five-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. The Agency, HUD and the Comptroller General of the United States, or any of their representatives or agents, have the right of access to any pertinent books, documents, papers or other records of the recipient in order to make audits, examinations, excerpts, and transactions. All invoices, vouchers, statements of cost, and records pertaining to the disbursement of funds are subject to audit by the Agency, HUD and the Comptroller General of the United States.
- (d) The Member agrees that its records, as they relate to this agreement, shall be accessible to the North Carolina State Auditor's Office in accordance with NC GS 147.64.7(4).

Section 7: Procurement Procedures

The Member shall use Agency-approved written procurement and contracting procedures which provide that proposed procurement and contracting actions will be properly managed. The Member shall use written contracts with all firms providing services for rehabilitation work or professional services under the Program.

Section 8: Annual Audit Report

The Member must comply with OMB Circular A-133, 24CFR84.26 or 24CFR85.26; governmental organizations must comply with NC GS 159-34 as referenced in the SFRLP14 Program Guidelines, Section 3.8 *Financial Audit Requirements*.

PART D: PROGRAM MANAGEMENT

Section 9: Program Guidelines

The terms of the Agreement are subject, in all respects, to the SFRLP14 Program Guidelines, and all defined terms used in this Agreement shall have the same meanings as used in the SFRLP14 Program Guidelines. The Agency shall have the right from time to time, in its sole discretion, to

amend all or any portion of the Program Guidelines for the purpose of providing for any and all modifications, updates, changes, amendments or supplements to applicable laws, regulations or Program changes. The Agency shall give the Member notice of such amendment not less than 30 days before the effective date of such amendment unless the Agency is obligated by law or regulation to implement such amendment in a shorter time period .

In the event the Program Guidelines are revised, the Agency will forward such revisions to the Member and, thereby, make them a part of this Agreement. Failure of the Member to comply with the terms and conditions of the SFRLP14 Program Guidelines, as supplemented or amended shall be an event of default by the Member under this Agreement.

Section 10: Program Documents

Members must use loans to finance eligible repairs for participants. Each SFRLP loan shall be evidenced by a promissory note. In order to secure the note, the Member shall require the execution and recordation of a lien (i.e. Deed of Trust) against a property being improved. The Agency shall provide prepared-standard deeds of trust and promissory notes and other ancillary loan documents to the Member. The Member is required to facilitate the loan closing, record the Deeds of Trust and submit the documents to the Agency in accordance with PG 4.5 & 4.6.

Additionally, Members must use grants to fund the soft costs (work write-ups, cost estimates, lead-based paint inspections, energy audits, pre-rehab unit inspections, etc.) associated with housing rehabilitation. The Member is responsible for facilitating the execution of the Agency-prepared Grant Agreement.

Section 11: Member Responsibility

(a) Members are responsible for Project Financial Administration as outlined in Section 3 of the SFRLP14 Program Guidelines for compliance with the Loan Processing Requirements in Section 4 of the SFRLP14 Program Guidelines. The Agency expects the Member to be active in the management and monitoring of the activity funded with the SFRLP funds including ensuring Program eligibility of homeowners, facilitating loan closings, inspecting work performed and training and supervising its staff adequately. The Agency has received

and reviewed information that describes the Member's operating plan for staffing and administering its Project. The Agency has relied on the information provided by the Member in the Member's original SFRLP14 Application for Funding in making its decision to approve the grant and execute this Agreement. The Member must notify the Agency about any material changes in its operating plan, any events that may have a significant impact on the Project, or any other changes to information provided in the Members original SFRLP14 Application for Funding.

- (b) The Member shall execute a Written Agreement (the "Homeowner Written Agreement") with each Homeowner to be assisted, **prior** to disbursing any funds for the unit. The Written Agreement is provided by the Agency and complies with 24 CFR 92.504(5) (ii). The Agency will enforce the terms of the Written Agreement through a deed of trust recorded against the property using any legal remedy available, including possible foreclosure of the project, and/or any other remedy specified for breach in the loan documents.
- (c) The Member must maintain the confidentiality and security of records in compliance with the North Carolina Identity Theft Protection Act, the Gramm-Leach Bliley Act and other federal and state privacy laws ("Applicable Laws"). The Applicable Laws pertain to the security and privacy of personal and financial information along with indentifying information such as social security numbers. The Member is responsible for compliance with the Applicable Laws. In the course of providing services hereunder, the Member may have access to an individual's confidential information. Confidential Information includes, but is not limited to, names, personal addresses, credit reports, social security numbers and other personal identifying information. Confidential Information shall be used by the Member only in conjunction with the provision of services hereunder and shall not be disclosed to any third party. The Member agrees to hold harmless and indemnify the Agency for any cost, legal actions, or disputes of any nature whatsoever incurred if the Member violates this provision or any Applicable Law. The Member shall keep all Confidential Information secure, including without limitation, implementing physical security measures and operating procedures.
- (d) If the Member is monitored by the Agency or an authorized representative and if a lack of proper financial or project controls is observed, the Agency reserves the right to consider

this agreement breached and may hold disbursement requests from the Member until such issues are resolved.

Section 12: Reports

- (a) The Member shall submit to the Agency Unit Completion Reports in accordance with PG 3.10.2
- (b) The Member shall submit a Certification of Completion and Final Cost form to the Agency not later than June 30, 2017.
- (c) The final certification shall contain a summary of the use of funds provided under this Agreement.
- (d) The Member shall submit to the Agency such revisions and updates of reports as may be necessary as a result of project audits or reporting errors.

Section 13: Right to Inspect

The Agency, HUD and the Comptroller General of the United States, or their authorized representatives or agent, shall have the right to inspect the housing rehabilitation work performed with SFRLP14 funds provided under this Agreement for the purpose of determining if work is being carried out in accordance with the SFRLP14 Program Guidelines and the HOME regulations. All dwelling units rehabilitated under SFRLP14 must meet the SFRLP14 Rehabilitation Standards in accordance with PG 2.5.

PART E: GENERAL CONDITIONS

Section 14: Administrative and Other Federal Requirements

- (a) Housing assisted with HOME funds is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 – 4856), and the implementing regulations at 24CFR35, subparts A,B,J,K,M and R.
- (b) If the Member is a governmental body, it must comply with OMB Circular A-87 related to certain principles and standards for determining costs for Federal awards carried out through grants, cost reimbursement contracts and other agreements with State and local governments as well as the following sections regarding financial management and procurement standards: 24CFR85: 85.6, 85.12, 85.20, 85.22, 85.26, 85.32-85.34, 85.36,

85.44, 85.51 and 85.52. If the Member is a not-for-profit organization it must comply with OMB Circular A-122 which established principles for determining costs of grants, contracts and other agreements with non-profit organizations as well as the following sections regarding standards for financial management and procurement standards: 24CFR84: 84.2, 84.5, 84.13 - 84.16, 84.21, 84.22, 84.26 - 84.28, 84.30, 84.31, 84.34 – 84.37, 84.40 – 84.48, 84.51, 84.60 – 84.62, 84.72 and 84.73.

- (c) The Member must comply with 24CFR92.351 with regards to actions taken to assure MBE/WBE are utilized when possible in the procurement of goods and services.
- (d) The Member must maintain sufficient records of affirmative marketing and MBE/WBE activity in accordance with 24CFR92.508 (7) (ii).
- (e) Debarred, suspended or ineligible contractors and/or participants cannot be involved in the activities of the Member for which funds are provided under this agreement.
- (f) The Member will make a good-faith effort to, on a continuing basis, maintain a drug-free workplace per the requirements of 24CFR21 (B).
- (g) The Member and its activities must comply with all of the following Federal laws, executive orders and regulations pertaining to fair housing and equal opportunity. They are: Title VI of the Civil Rights Act of 1964, As Amended (42 U.S.C. 2000d et seq.), found in 24CFR Part 1; The Fair Housing Act (42 U.S.C. 3601-3620), found in 24CFR Part 100-115; Equal Opportunity in Housing (Executive Order 11063, as amended by Executive Order 12259), found in 24CFR Part 107; Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101), found in 24CFR Part 146.
- (h) In order to assure that each Member is conveying certain HOME Program requirements to the eligible homeowners, the Member must comply with the following Program Guidelines: PG 4.1.4.2 (Homeownership Affordability). PG 2.6.1 Property Standards; and Section 15(a) of this Agreement.

Section 15: Prohibited Activity

- (a) Anti-Lobbying in accordance with 24CFR91.225 - None of the funds provided under this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office per the requirement of 24CFR87.

- (b) There shall be no religious activities conducted in connection with the performance of this Agreement or the use of SFRLP14 funds.
- (c) The Member shall not discriminate against any person employed in the performance of this Agreement, or against any applicant for assistance under this Agreement because of race, sex, age, creed, color, physical handicap or national origin. The Member will ensure that applicants for SFRLP14 assistance are processed, and that employees are treated during employment, without regard to race, sex, age, creed, color, physical handicap or national origin.
- (d) No employee, officer or agent of the Member shall participate in the selection, or in the award or administration of a contract funded by this Agreement if a conflict of interest, real or apparent, would be involved.
- (e) Before SFRLP14 funds may be disbursed, each private, nonprofit Member must be in compliance with General Statute 143C-6-23. This statute requires that the Member submit to the Agency a notarized copy of the Member's policy addressing conflicts of interest that may arise involving any Member's management staff, board of directors or other governing body. The policy shall address situations where any of these individuals may directly or indirectly benefit, except in their official capacity, from the disbursement of State funds, and shall include actions to be taken to avoid conflicts of interest or the appearance of impropriety.
- (f) No person providing consulting services in an employer-employee type relationship shall receive more than reasonable compensation for personal services paid with SFRLP14 funds. In no event, however, shall such compensation exceed the limits in effect under the provisions of any applicable statute. Such services shall be evidenced by written agreements between the parties which detail the responsibilities, standards and compensation.
- (g) SFRLP14 funds may not be used to pay for administrative expenses (PG 2.2.4.3). The Member is prohibited from charging servicing, origination, processing, inspection, or other fees for administering the SFRLP14, HOME-funded program, except as permitted by §92.214(b)(1).

Section 16: Publicity

The Member may publicize its participation in the Program and the conduct of activities under this Agreement without prior review by the Agency, provided that all communications contain the following language: *"This program was sponsored by the County of Sampson, with funds provided by the N.C. Housing Finance Agency."* Copies of publications or news releases shall be furnished to the Agency.

Section 17: Contract Changes

Any proposed changes in this Agreement shall be in writing, submitted to and approved and executed by the Agency before the performance of any work involved in the proposed change.

Section 18: Assignment

This Agreement shall be binding on and inure to the benefit of the Agency, its successors and assignees. The Member may not assign all or any part of its interest in this Agreement or delegate any duty or obligation hereunder without the prior written consent of the Agency.

Section 19: Enforcement of Funding Agreement

In the event the Member fails to comply with any of the requirements or provisions under this Agreement or the SFRLP14 Program Guidelines the Member will be in default. Upon an event of default, the Agency may take one or more of the appropriate actions as the Agency deems appropriate: 1) reduce, suspend, recapture or otherwise change the disbursement of payments under this Agreement, 2) terminate the Agreement, 3) wholly or partly suspend or terminate the current award for the Member, 4) withhold further awards for SFRLP14 Program, or 5) take other remedies that may be legally available.

Section 20: Termination of Contract

- (a) Either the Member or the Agency may terminate this Agreement at any time for any reason by providing 30 days prior written notice to the other party. In the event of said termination by the Member, the Agency will require the return of any disbursed, but unused funds and may require completion of any current units being rehabilitated at the time of the notice.
- (b) If, through any cause, the Member shall fail to fulfill in a timely and proper manner the obligations under this Agreement, or if the Member shall violate any of the stipulations

under this Agreement, the Agency shall have the right to terminate this Agreement by giving written notice to the Member of such termination and the effective date thereof.

- (c) In the event of termination, all property, finished or unfinished documents, data and reports purchased or prepared by the Member under this Agreement shall, at the Agency's option, become the Agency's property. The Member shall be entitled to any eligible unreimbursed expenses necessarily incurred in the satisfactory performance of this Agreement.
- (d) In the event of termination, the Member shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of the Agreement by the Member. The Agency may withhold any reimbursement to the Member for the purpose of a set-off until such time as the exact amount of damages due the Agency from the Member is determined.

Section 21: Anti Lobbying

The Member understands and covenants that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. The Member will be required to file with the Agency a certification, set forth in Appendix A, that the Member or its employees, has not made, and will not make, any prohibited payment.

Section 22: Indemnification

The Member agrees to hold harmless and indemnify the Agency from any and all claims, including reasonable attorney's fees, for any injury or damage, whatsoever, which may arise in connection with work performed under this Agreement or pursuant to the Member's activity.

Section 23: Litigation

The Member represents and warrants to the Agency that there is no pending or active litigation against the Member that may jeopardize or adversely affect this Agreement or the completion of activities hereunder.

Section 24: Notice

Any requirement to provide notice under this Agreement shall be deemed to have been met if delivered to the following parties at the following addresses:

Member	Agency
Mr. Edwin Causey, County Manager County of Sampson PO Box 257 Clinton, NC 28329	Donna Coleman, Community Development Coordinator North Carolina Housing Finance Agency 3508 Bush Street Raleigh, NC 27609

Section 25: Governing Law

This Agreement shall be governed by, construed and enforced in accordance with the substantive laws of the State of North Carolina. Each party expressly consents to the jurisdiction of the State of North Carolina.

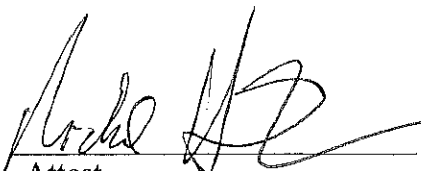

Section 26: Entire Agreement

This Agreement and the SFRLP14 Program Guidelines constitutes the entire Agreement between the Agency and the Member. In witness whereof, the parties below have executed this Agreement on the date first written above.

County of Sampson

_____ By: _____ Date: _____
 Attest Its: County Manager

North Carolina Housing Finance Agency

 By:  Date: 2-7-17
 Attest Its: Director of Strategic Investment

APPENDIX A

ANTI-LOBBYING CERTIFICATION
Federal Funds

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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal 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.

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.

Authorized Member Signature

Title:

Date:

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

6046

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 Rachael Sinclair Bulloch in _____ Township, Sampson County, for the year(s) and in the amount(s) of.

YEAR	\$
2013	
TOTAL REFUND	\$ 168.48

These taxes were assessed through clerical error as follows.

BJY7991
NV/ total loss / tag turned in
2012 car
FIZLSEU4CF-259480

Gov	County Tax	97.20
sol	School Tax	18.00
Tag	Fire Tax	3.78
Clinton	City Tax	49.50
	TOTAL \$	168.48

Yours very truly

x Rachael Sinclair Bulloch
Taxpayer

Social Security # _____

RECOMMEND APPROVAL:

Glenn Spell
Sampson County Tax Administrator

Mailing address.

Rachael Sinclair Bulloch
x 4102 Reedsford rd
Clinton NC 28328

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

RECEIVED JAN 27 2014

6020

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 VT Inc as Trustee of World Omni in NC Township, Sampson County, for the year(s) and in the amount(s) of.

YEAR	
<u>2013</u>	\$ <u>127.12</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>127.12</u>

These taxes were assessed through clerical error as follows.

Vehicle sold / Tags turned in

Acct# 94060
Bill # 900292
Tag # BBT 2580
VIN# 4T1BF3EK6B4657685

County Tax	<u>73.36</u>
S01 School Tax	<u>13.51</u>
SF2 Fire Tax	<u>2.87</u>
T02 City Tax	<u>37.38</u>
TOTAL \$	<u>127.12</u>

Yours very truly VT INC AS TRUSTEE WORLD OMNI LT

Kellee Bratcher
Taxpayer
Fed ID # _____
Social Security # _____

Mailing address.

VT Inc as Trustee of World Omni LT
PO Box 991817
Mobile AL 36691-8817

RECOMMEND APPROVAL:

[Signature]
Sampson County Tax Administrator

42-0330-11961

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

6023

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 Jen Prestage Farms in TB Township, Sampson County, for the year(s) and in the amount(s) of.

YEAR	
<u>2013</u>	\$ <u>439.59</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>439.59</u>

These taxes were assessed through clerical error as follows.

Vehicle sold / Tags turned in
Tag # AHL 8792
acct # 88712
TB.# 858677
2012 BMW 4S

County Tax 439.59
School Tax _____
Fire Tax _____
City Tax _____
TOTAL \$ 439.59.

Yours very truly

X Terrie Proe Anders
Taxpayer
Fed ID# _____
Social Security # _____

Mailing address.

Prestage Farms
PO Box 438
Clinton NC 28329

RECOMMEND APPROVAL:

Glenn Spell
Sampson County Tax Administrator

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

5922

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 Deeoy Smith in Turkey Township, Sampson County, for the year(s) and in the amount(s) of. 18-0103911-07

YEAR	
<u>2011</u>	<u>\$ 320.05</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ _____

These taxes were assessed through clerical error as follows.

DW on property picked up by Reval. Double listed to 18-0163911-01

County Tax	<u>\$ 297.33</u>
School Tax	_____
Fire Tax (F10)	<u>\$ 22.72</u>
City Tax	_____
TOTAL	<u>\$ 320.05</u>

Yours very truly

(Widow) Judy Smith
Taxpayer

Social Security # _____

RECOMMEND APPROVAL:

Glenn Spell
Sampson County Tax Administrator

Mailing address.

PO BOX 121
Turkey NC 28393

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

6015

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 Charles Felton Lee in Halls Township, Sampson County, for the year(s) and in the amount(s) of.

YEAR <u>2013</u>	\$ <u>146.78</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>146.78</u>

These taxes were assessed through clerical error as follows.

*Traded 10 A car
Surrendered Tg
YXM 2063*

<i>Co</i>	County Tax	<u>134.77</u>
	School Tax	_____
<i>Fos</i>	Fire Tax	<u>12.01</u>
	City Tax	_____
	TOTAL \$	<u>146.78</u>

Yours very truly

Charles Felton Lee
Taxpayer

Social Security # _____

RECOMMEND APPROVAL:

[Signature]
Sampson County Tax Administrator

Mailing address.

Charles Felton Lee
1271 Carr Church Rd
Clinton NC 28328

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

6014

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 Rebecca Spell Willis in Honeycutt Township, Sampson County, for the year(s) and in the amount(s) of.

YEAR	
<u>2011</u>	\$ <u>1,649.82</u>
<u>2012</u>	\$ <u>649.82</u>
<u>2013</u>	\$ <u>617.62</u>
	\$ _____
	\$ _____
	\$ _____
TOTAL REFUND	\$ <u>1917.26</u> ST

These taxes were assessed through clerical error as follows.

Residence listed on wrong parcel - (06-0946720-05) should have been listed on 06-0033080-01 - This parcel will be after listed - House moved by Reval - 2011 - Also 2 OBV Bldgs for 2012 + 2011 -

County Tax	\$ <u>1729.94</u> ST
School Tax	_____
Fire Tax	\$ <u>187.32</u> ST
City Tax	_____
TOTAL \$	<u>1917.26</u> ST

Yours very truly

Rebecca S. Willis
Taxpayer

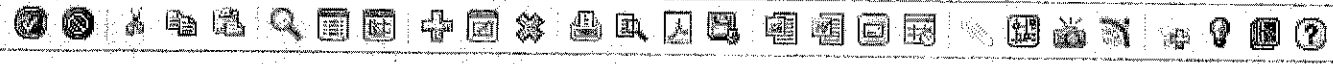
Social Security # _____

RECOMMEND APPROVAL:

Glenn Spell
Sampson County Tax Administrator

Mailing address.

6434 High House Rd
Salisbury, N.C.
28385



Detail

Notes/SC

Customer File

Effective Date

Bill Information

Parcel 05-0033080-01

Location ** MULTIPLE **

Name ** VARIOUS **

Alerts
Effective

Bills

Year	Cat	Bill	NS	Orig Billed	Activity	Unpaid Bal	Due Now
2013	RE-R	45416	<input type="checkbox"/>	208.49	-208.49	.00	
2012	RE-R	44756	<input type="checkbox"/>	142.90	-142.90	.00	
2011	RE-R	44411	<input type="checkbox"/>	142.90	-142.90	.00	
2010	RE-R	12472	<input type="checkbox"/>	550.68	-550.68	.00	
2009	RE-R	12397	<input type="checkbox"/>	550.68	-550.68	.00	
2008	RE-R	12281	<input type="checkbox"/>	550.68	-550.68	.00	
2007	RE-R	12178	<input type="checkbox"/>	529.96	-529.96	.00	
2006	RE-R	41777	<input type="checkbox"/>	529.96	-529.96	.00	
2005	RE-R	41245	<input type="checkbox"/>	500.35	-500.35	.00	
2004	RE-R	11669	<input type="checkbox"/>	444.10	-444.10	.00	
2003	RE-R	40387	<input type="checkbox"/>	444.10	-444.10	.00	
2002	RE-R	11205	<input type="checkbox"/>	380.98	-380.98	.00	
2001	RE-R	10929	<input type="checkbox"/>	369.50	-369.50	.00	

Totals

Total payable .00

Due now .00

Unpaid .00

No residence billed for 2011/2012/2013



- Chgs/Taxes
- Values
- Inquiry

Parcel Information

Year	2013	Bill	45416	Tax year(s)	2013
Parcel	06-0033080-01				
Alt	1458-39-8676				
Street	HORSE PASTURE RD				
Juris	06	Class	AG	Status	A
Subdiv		Zone		List	L
# fam		SIC		Exempt	N
SF	1089000	Bk/pg	1077/745		
Acres	25.000	Date	10/06/1988		

Ownership Information

Name1	WARWICK, KAYE BAGGETT	
Name2		
Owner SSN		
DBA		
JAN 1 Owner:	WARWICK, KAYE BAGGETT	
Lender	Acct	
Legal Description	HORSE PASTURE RD	

Assessment Values

	Prev year	This year
Land val	100,500	100,500
Blgd val		7,539
Pers val		
Gross	100,500	108,039
Spec assmnt bal		.00
Curr land use	Y	84,075
Curr val exem		
Curr taxable		23,964

Taxes/Exemptions/Prelim Adjustments

Charge	Rate	Amount
F15	0.085000	20.37
G01	0.785000	188.12

Exemption	Date	Amount

Display charges and taxes for the current record.



Property 06003308001

Owner 90351 WARWICK, KAYE BAGGETT

Class	Description	Type	Res	Count	Assessed Value	Acres	Sq Ft
2	CROP LAN	L	N	1.0	100500		25.000
38	MH HKUPS	N	N	1.0	3563		.000
80	WOOD DEC	N	N	1.0	276		.000
24	STORE GA	N	N	1.0	3500		.000
32	IMPLEMEN	N	N	1.0	200		.000

Gross assessed	108039
Deferred	84075
Net assessed	23964



- Chgs/Taxes
- Values
- Inquiry

Parcel Information

Year	2013	Bill	47868	Tax year(s)	2013
Parcel	06-0946720-05				
Alt	1459-#037				
Street	6500 HIGH HOUSE RD				
Unit					
Juris	06	Class	AG	Status	A
Subdiv		Zone		List	L
# fam	8	SIC		Exempt	N
SF	1060250	Bk/pg		07E/425	
Acres	24.340	Date	10/26/2007		

Ownership Information

Name1	WILLIS, REBECCA SPELL		
Name2	LUCAS, VIRGINIA SPELL		
Owner SSF	*****		
DBA			
JAN 1 Owner:	WILLIS, REBECCA SPELL		
Lender		Acct	
Legal Description	6500 HIGH HOUSE RD		

Assessment Values

	Prev year	This year
Land val	64,574	64,574
Bldg val	80,753	73,214
Pers val		
Gross	145,327	137,788
Spec assmnt bal		.00
Curr land use		
Curr val exem		
Curr taxable		137,788

Taxes/Exemptions/Prelim Adjustments

Charge	Rate	Amount
F15	0.085000	117.12
G01	0.785000	1081.64
Exemption	Date	Amount

Display charges and taxes for the current record.



- Detail
- Notes/SC
- Customer File
- Effective Date

Bill Information

Parcel: 06-0946720-05

Location: ** MULTIPLE **

Name: ** VARIOUS **

Alerts
Effective

Bills

Year	Cat	Bill	NS	Orig Billed	Activity	Unpaid Bal	Due Now
▶ 2013	RE-R	47868	<input type="checkbox"/>	1198.76	-1198.76	.00	.00
2012	RE-R	47276	<input type="checkbox"/>	1264.35	-1264.35	.00	.00
2011	RE-R	46921	<input type="checkbox"/>	1264.35	-1264.35	.00	.00
2010	RE-R	12593	<input type="checkbox"/>	558.52	-558.52	.00	.00
2009	RE-R	12512	<input type="checkbox"/>	558.52	-558.52	.00	.00
2008	RE-R	11988	<input type="checkbox"/>	558.52	-558.52	.00	.00
2007	RE-R	11892	<input type="checkbox"/>	537.50	-537.50	.00	.00
2006	RE-R	36526	<input type="checkbox"/>	537.50	-537.50	.00	.00
2005	RE-R	36028	<input type="checkbox"/>	507.47	-507.47	.00	.00
2004	RE-R	11433	<input type="checkbox"/>	450.42	-450.42	.00	.00
2003	RE-R	35298	<input type="checkbox"/>	450.42	-450.42	.00	.00
2002	RE-R	10975	<input type="checkbox"/>	304.40	-304.40	.00	.00
2001	RE-R	10703	<input type="checkbox"/>	295.23	-295.23	.00	.00

Totals

Total payable	.00
Due now	.00
Unpaid	.00



Property 06094672005
 Owner 55923 WILLIS, REBECCA SPELL

Class	Description	Type	Res	Count	Assessed Value	Acres	Sq Ft	
1	HOMESITE	L	Y	1.0	10500		1,000	
4	WOODLAND	L	N	2.0	23830		15,940	
2	CROP LAN	L	N	3.0	30244		7,400	
R	RESIDENC	N	Y	1.0	523		.000	
R	RESIDENC	N	Y	4.0	70991		.000	
41	OPEN POR	N	N	5.0	500		.000	
98	MISC IMP	N	N	8.0	1200		.000	
								224

2013

Gross assessed 137788
 Deferred 0
 Net assessed 137788



Property 06094672005

Owner 55923 WILLIS, REBECCA SPELL

Class	Description	Type	Res	Count	Assessed Value	Acres	Sq Ft
1	HOMESITE	L	Y	1.0	10500	1.000	
4	WOODLAND	L	N	2.0	23830	15.940	
2	CROP LAN	L	N	3.0	30244	7.400	
R	RESIDENC	N	Y	1.0	523	.000	
38	MH HKUPS	N	N	2.0	3563	.000	
80	WOOD DEC	N	N	3.0	276	.000	
R	RESIDENC	N	Y	4.0	70991	.000	
41	OPEN POR	N	N	5.0	500	.000	
38	MISC IMP	N	N	8.0	1200	.000	224
24	STORE GA	N	N	6.0	3500	.000	576
32	IMPLEMEN	N	N	7.0	200	.000	720

2011/2012

Gross assessed 145327

Deferred 0

Net assessed 145327

COUNTY OF SAMPSON
BUDGET AMENDMENT

MEMO:

2/4/2014

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 2013-2014

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	\$ 200.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02035867-408400	Home Repairs - Program Income	\$ 200.00	

2. Reason(s) for the above request is/are as follows:
To budget program income money received for wheelchair ramp job.

Lorie B Sutton
(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

2/25, 2014
[Signature]
(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____
[Signature]
(County Manager & Budget Officer)

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

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

January 27, 2014

MEMO:

FROM: David K. Clack, Finance Officer
 TO: Sampson County Board of Commissioners
 VIA: County Manager & Finance Officer
 SUBJECT: Budget Amendment for fiscal year 2013-2014

1. It is requested that the budget for the Juvenile Justice Programs be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
05558310-581000	Transfer to State Agency	5,897.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
05435831-409902	Fund balance approp teen court/rest	1,851.00	
05435831-409900	Fund balance approp jcpc admin	4,046.00	

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

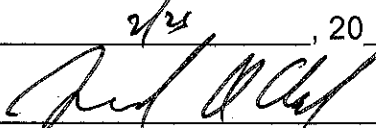
To budget unexpended grant funds from FY 12-13 to be returned to the State.



 (Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

2/25, 20 14


 (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

5 February 2014

MEMO

TO: Sampson County Board of Commissioners

FROM: Ray Jordan, Executive Director, Exposition Center

VIA: County Manager and Finance Officer

SUBJECT: Budget Amendment for Fiscal Year: 2012-2013

It is requested that the budget for the Sampson County Exposition Center be amended as follows:

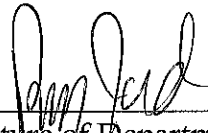
EXPENDITURE

<u>Code Number (ORG-OBJ)</u>	<u>Description</u>	<u>INCREASE</u>	<u>DECREASE</u>
62998610-544008	Cont. Services Other	\$5,000.00	

REVENUE

<u>Code Number (ORG-OBJ)</u>	<u>Description</u>	<u>INCREASE</u>	<u>DECREASE</u>
62939861-408903	Cont. Services Other	\$5,000.00	


1. Reason(s) for the above request is/are as follows: To receive payments from clients for services and to allow payment of invoices associated with services provided.



Signature of Department Head

ENDORSEMENT

1. Forwarded, recommending approval/disapproval. Date: 2/25/14



(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval. Date: _____

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



(County Manager & Budget Officer)

CLINTON CITY SCHOOLS
BUDGET AMENDMENT

NUMBER: 2

FUND: State Public School Fund

The Clinton City Board of Education at a meeting on the **4th Day of February 2014**,
passed the following resolution:

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

SEE ATTACHED LISTING

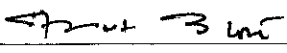
Total appropriation in current budget	\$ <u>16,588,850.01</u>
Total increase/decrease of amendment	\$ <u>104,358.00</u>
Total appropriation in amended budget	\$ <u>16,693,208.01</u>

Passed by majority vote of the Clinton City
Board of Education on the **4th Day of
February 2014**.

We, the Board of County Commissioners of
Sampson County, hereby approve the
changes in the Clinton City School Budget
as indicated above and have made entry of
changes in the minutes of said Board this
_____ day of _____ 2014.


Chairman, **CHAIRPERSON**
Board of Education

Chairman,
Board of County Commissioners


Secretary,
Board of Education

Secretary,
Board of County Commissioners

BUDGET AMENDMENT

Code	Description	Increase	Decrease
1.5110.061.411.320.320.00	Supplies & Materials	\$1,565.77	
1.5110.061.411.000.000.00	Supplies & Materials	\$43.23	
13100.000.000.000.000.00	State Allocation	\$1,610.00	
1.5110.015.462.000.000.00	Purchase of Non- Cap. Computer Equip.	\$1.00	
	Transfer of Textbook & Technology Funds		
1.5110.003.162.000.000.00	Salary-Substitute	\$1,225.00	
1.5120.014.351.000.000.00	Tuition Fee	\$1,062.00	
1.5110.030.411.000.000.00	Supplies & Materials	\$11,306.00	
1.6550.056.171.000.000.00	Salary-Driver	\$61,427.00	
1.6550.056.211.000.000.00	Social Security	\$4,699.00	
1.6550.056.221.000.000.00	Retirement	\$3,000.00	
1.3100.000.000.000.000.00	State Allocation	\$82,719.00	
	Oct. Sub Pay, Credential Funds, Digital Learning Funds and Final Transportation Allotment		
1.3100.000.000.000.000.00	Textbooks and October Interest		\$441.00
1.5110.015.462.000.000.00	October Interest	\$2.00	
1.5110.061.413.000.000.00	Purchase of Textbooks	\$37.00	
1.5110.061.413.320.320.00	Purchase of Textbooks	\$22.00	
1.5110.061.413.330.330.00	Purchase of Textbooks	\$380.00	
	Textbooks and October Interest		
1.5110.085.462.000.000.00	Computer Equipment	\$18,800.00	
	Mclass Reading 3D allocation		
1.5110.061.413.330.330.00	Textbooks	\$129.00	
1.5110.061.413.000.000.00	Textbooks	\$107.00	
	Textbooks Transfer		
1.5110.003.162.000.000.00	Substitute	\$1,175.00	
	November Sub Pay		
1.3100.000.000.000.000.00	State Allocation	\$20,211.00	
1.3100.000.000.000.000.00	State Allocation	\$259.00	
1.5110.010.121.000.000.00	Salary- Teacher	\$61,600.00	
1.5110.010.211.000.000.00	Social Security	\$4,712.00	
1.5110.010.221.000.000.00	Retirement	\$9,049.00	
1.5110.010.231.308.000.00	Hospitalization	\$10,571.00	
1.5110.061.411.000.000.00	Supplies and Materials	\$32,370.00	
1.5110.061.411.304.304.00	Supplies and Materials	\$259.00	
1.5260.034.121.000.000.00	AIG Teacher		\$109,813.00
1.5260.034.231.000.000.00	Hospitalization		\$8,489.00
	Textbook and Funding Transfers		

CLINTON CITY SCHOOLS
BUDGET AMENDMENT

NUMBER: 2

FUND: Current Expense Fund

The Clinton City Board of Education at a meeting on the, **4th Day February 2014**
passed the following resolution:

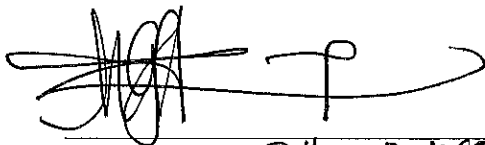
Be it resolved that the following amendments be made to the Budget Resolution for the
fiscal year ending June 30, 2014.

SEE ATTACHED LISTING

Total appropriation in current budget	\$ <u>5,800,368.00</u>
Total increase/decrease of amendment	\$ <u>3,295.00</u>
Total appropriation in amended budget	\$ <u>5,803,663.00</u>

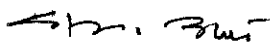
Passed by majority vote of the Clinton City
Board of Education on the **4th Day of
February 2014.**

We, the Board of County Commissioners of
Sampson County, hereby approve the _
changes in the Clinton City School Budget
as indicated above and have made entry of
changes in the minutes of said Board this
_____ day of _____ 2014.



Chairman, **CHAIRPERSON**
Board of Education

Chairman,
Board of County Commissioners


Secretary,
Board of Education

Secretary,
Board of County Commissioners

BUDGET AMENDMENT

Code	Description	Increase	Decrease
2.4430.000.000.000.000.00	Contributions	3,295.60	
2.5110.061.462.320.320.00	Purchase of Computer Equipment	3,295.60	
	Purchase of Computers for Band		
2.5110.801.411.000.000.00	Supplies and Materials		\$6,761.00
2.5110.801.411.308.308.00	Supplies and Materials	\$6,761.00	
	Budget Transfer Senior Events Funds		

CLINTON CITY SCHOOLS
BUDGET AMENDMENT

NUMBER: 2

FUND: Federal Programs Fund

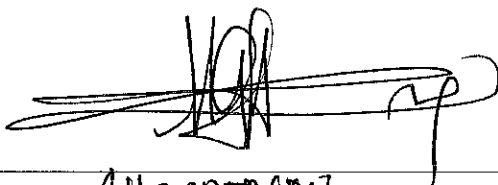
The Clinton City Board of Education at a meeting on the **4th Day of February 2014**, passed the following resolution:

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

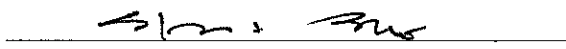
SEE ATTACHED LISTING

Total appropriation in current budget	\$ <u>1,819,455.03</u>
Total increase/decrease of amendment	\$ <u>721,721.54</u>
Total appropriation in amended budget	\$ <u>2,541,176.57</u>

Passed by majority vote of the Clinton City Board of Education on the **4th Day of February 2014**.



Chairman, CHIRPERSON
Board of Education



Secretary,
Board of Education

We, the Board of County Commissioners of Sampson County, hereby approve the changes in the Clinton City School Budget as indicated above and have made entry of changes in the minutes of said Board this _____ day of _____ 2014.

Chairman,
Board of County Commissioners

Secretary,
Board of County Commissioners

BUDGET AMENDMENT

Code	Description	Increase	Decrease
3.3600.104.000.000.000.00	Title III-Language Acquisition	\$8,171.40	
3.5270.104.151.000.000.00	Salary- Clerical		\$8,999.98
3.5270.104.198.000.000.00	Salary- Tutor	\$1,618.96	
3.5270.104.211.000.000.00	Social Security		\$564.65
3.5270.104.221.000.000.00	Retirement		\$1,280.70
3.5270.104.231.000.000.00	Hospitalization		\$2,596.02
3.5270.104.232.000.000.00	LEP- Employer's Workers' Comp. Insurance		\$70.00
3.5270.104.312.000.000.00	Workshop Expense		\$9,066.12
3.5270.104.418.000.000.00	Computer Software and Supplies		\$904.78
3.5330.104.411.000.000.00	Supplies and Materials	\$3,266.48	
3.5880.104.144.000.000.00	Parent Involvement-Salary- Interpreter	\$6,000.00	
3.5880.104.211.000.000.00	Social Security	\$459.00	
3.6550.104.171.000.000.00	Salary- Bus Driver	\$945.00	
3.6550.104.211.000.000.00	Social Security	\$198.90	
3.6550.104.221.000.000.00	Retirement	\$381.94	
3.8100.104.392.000.000.00	Indirect Cost		\$160.22
3.8200.104.399.000.000.00	Unbudgeted Funds		\$0.01
	Budget Language Acquisition Funds		
3.3600.118.000.000.000.00	Revenue- IDEA VI-B Special Needs	13,000.00	
3.5210.118.163.000.000.81	EC-Substitute Pay-Staff Development	\$900.00	
3.5210.118.211.000.000.81	Social Security	\$68.85	
3.5210.118.221.000.000.81	Retirement	\$132.21	
3.5210.118.311.000.000.81	Contracted Expense	\$1,415.58	
3.5210.118.312.000.000.00	Workshop Expense	\$1,000.00	
3.5210.118.312.000.000.81	EC-Workshop Expense	\$1,300.00	
3.5210.118.411.000.000.00	Supplies and Materials	\$127.50	
3.5210.118.411.000.000.81	EC-Supplies and Materials	\$650.00	
3.5210.118.461.000.000.00	Equipment Purchase	\$4,500.00	
3.5230.118.163.000.000.81	EC-PreK -Substitute Pay	\$240.00	
3.5230.118.211.000.000.81	Social Security	\$18.36	
3.5230.118.221.000.000.81	Retirement	\$35.26	
3.5230.118.312.000.000.81	EC-Workshop Expense	\$500.00	
3.5240.118.196.000.000.00	Staff Dev. Participant's Pay	\$500.00	
3.5240.118.211.000.000.00	Social Security	\$38.25	
3.5240.118.221.000.000.00	Retirement	\$73.45	
3.5240.118.353.000.000.00	Speech &Language Certification/LIC Fees	\$80.00	
3.6200.118.312.000.000.81	EC-Workshop Expense	\$1,000.00	
3.8100.118.392.000.000.00	Indirect Cost	\$420.54	
	Budget IDEA Part B Targeted Assistance		
3.5270.111.163.000.000.00	Salary- Substitute	\$469.00	
3.5270.111.211.000.000.00	Social Security	\$35.88	
3.5270.111.312.000.000.00	Workshop Expense	\$1,625.03	

BUDGET AMENDMENT

Code	Description	Increase	Decrease
3.5330.111.411.000.000.00	Supplies and Materials	\$4,500.00	
3.5330.111.462.000.000.00	Computer Equipment Purchase	\$1,324.52	
3.6200.111.151.000.000.00	Salary- Clerical		\$6,999.98
3.6200.111.211.000.000.00	Social Security		\$535.50
3.6200.111.221.000.000.00	Retirement		\$986.90
3.6200.111.231.000.000.00	Hospitalization		\$2,596.02
3.6200.111.232.000.000.00	Worker's Compensation		\$16.87
3.6550.111.171.000.000.00	Salary-Bus Driver	\$2,600.00	
3.6550.111.211.000.000.00	Social Security	\$198.90	
3.6550.111.221.000.000.00	Retirement	\$381.94	
	Budget Title III Language Acquisition		
3.3600.082.000.000.000.00	Revenue-EC/State Improvement Grant	\$10,000.00	
3.5210.082.163.000.000.00	EC-Substitute Pay-Staff Development	\$839.00	
3.5210.082.211.000.000.00	Social Security	\$64.18	
3.5210.082.311.000.000.00	Contracted Expenses	\$2,000.00	
3.5210.082.312.000.000.00	Workshop Expense	\$1,750.00	
3.5210.082.411.000.000.00	Supplies and Materials	\$2,556.40	
3.5210.082.462.000.000.00	Computer Equipment Purchase	\$2,500.00	
3.8100.082.392.000.000.00	Indirect Cost	\$290.42	
	Budget Transfers IDEA State Improvement		
3.3600.017.000.000.000.00	Vocational Ed- Program Improvement	\$882.00	
3.5120.017.411.308.308.00	Supplies and Materials	\$849.98	
3.8100.017.392.000.000.00	Indirect Cost	\$32.02	
	Budget Transfers Voc. Ed. Program Enhancement		
3.3600.119.000.000.000.00	IDEA Targeted Assistance	\$2,000.00	
3.5230.119.163.316.777.00	Substitute Pay	\$923.00	
3.5230.119.211.316.777.00	Social Security	\$70.61	
3.5230.119.312.316.777.00	Workshop Expense	\$925.00	
3.5230.119.411.000.777.00	Supplies and Materials	\$8.79	
3.8100.119.392.000.000.00	Indirect Cost	\$72.60	
	Budget IDEA Preschool Part B		
3.3600.049.000.000.000.00	IDEA Pre-School Handicapped Grant	\$1,502.83	
3.5230.049.411.000.000.00	Supplies and Materials	\$1,448.27	
3.8100.049.392.000.000.00	Indirect Cost	\$54.56	
	Budget IDEA Preschool Part B		
3.3600.060.000.000.000.00	IDEA VI-B Handicapped		\$2,257.90
3.5210.060.121.000.000.00	Salary- Teacher		\$2,058.60
3.5210.060.131.000.000.00	Salary- Behavior Specialist		\$6,791.46
3.5210.060.142.000.000.00	Salary- Teacher Assistant	\$8,928.70	

BUDGET AMENDMENT

Code	Description	Increase	Decrease
3.5210.060.162.000.000.00	Substitute Pay	\$2,000.00	
3.5210.060.181.000.000.00	Salary- Supplement		\$885.07
3.5210.060.184.000.000.00	Longevity Pay		\$328.39
3.5210.060.211.000.000.00	Social Security	\$66.26	
3.5210.060.221.000.000.00	Retiremetn	\$2,544.96	
3.5210.060.231.000.000.00	Hospitalization	\$3,167.15	
3.5210.060.411.000.000.00	Supplies and Materials		\$8,819.48
3.8100.060.392.000.000.00	Indirect Cost		\$81.97
	Budget Transfer IDEA Part B		
3.5350.110.131.000.000.00	Extended Pay Instructional Support	\$53,284.96	
3.5350.110.198.000.000.00	Extended Day/Yr. Tutor	\$275,649.60	
3.5350.110.211.000.000.00	Social Security	\$25,163.60	
3.5350.110.221.000.000.00	Retirement	\$20,933.21	
3.5350.110.231.000.000.00	Hospitalization	\$7,999.95	
3.5350.110.232.000.000.00	Worker's Comp. Insurance	\$4,000.00	
3.5350.110.311.000.000.00	Contracted Services	\$48,000.00	
3.5350.110.312.000.000.00	Workshop Expense	\$11,000.00	
3.5350.110.333.000.000.00	Field Trips	\$15,615.50	
3.5350.110.342.000.000.00	Postage	\$100.00	
3.5350.110.411.000.000.00	Supplies and Materials	\$11,598.00	
3.5350.110.418.000.000.00	Computer Supplies	\$5,100.00	
3.5350.110.461.000.000.00	Purchase of Non- Cap. Equipment	\$13,683.00	
3.5350.110.146.000.000.00	Salary- Tutor	\$4,264.00	
3.5880.110.211.000.000.00	Social Security	\$326.20	
3.5880.110.312.000.000.00	Workshop Expense	\$2,500.00	
3.5880.110.411.000.000.00	Supplies and Materials	\$300.00	
3.5880.110.459.000.000.00	Other Food Purchases	\$1,700.00	
3.6300.110.113.000.000.00	Salary- Director/Supervisor	\$48,000.00	
3.6300.110.151.000.000.00	Salary- Clerical	\$15,132.00	
3.6300.110.211.000.000.00	Social Security	\$4,829.60	
3.6300.110.221.000.000.00	Retirement	\$9,274.09	
3.6300.110.231.000.000.00	Hospitalization	\$10,383.84	
3.6300.110.232.000.000.00	Worker's Comp. Insurance	\$1,000.00	
3.6550.110.331.000.000.00	Transportation- Pupil Transport-Contract	\$28,671.38	
3.8100.110.392.000.000.00	Indirect Cost	\$21,491.07	
3.3600.110.000.000.000.00	Title-IV-21st Century Comm Learning Center	\$640,000.00	
	Budget for 21st Century Afterschool		
3.5210.114.142.000.000.00	EC-Salary- TA-NCLB	\$44,796.20	
3.5210.114.211.000.000.00	Social Security	\$3,426.90	
3.5210.114.232.000.000.00	Workman's Compensation	\$200.11	
3.3600.114.000.000.000.00	IDEA-Part B Risk Pool	\$48,423.21	
	Budget IDEA Part B Risk Pool		

BUDGET AMENDMENT

Code	Description	Increase	Decrease
3.5270.104.198.000.000.00	Salary- Tutor		\$848.96
3.5270.104.211.000.000.00	Social Security		\$64.94
3.5270.104.312.000.000.00	Workshop Expense	\$2,571.40	
3.5330.104.411.000.000.00	Supplies	\$911.64	
3.5880.104.144.000.000.00	Parent Involv. Salary- Interpreter	\$500.00	
3.5880.104.211.000.000.00	Social Security	\$38.25	
3.5880.104.221.000.000.00	Retirement	\$73.45	
3.6550.104.171.000.000.00	Salary- Bus Driver		\$2,600.00
3.6550.104.211.000.000.00	Social Security		\$198.90
3.5880.104.221.000.000.00	Retirement		\$381.94
	Budget Transfers Title III Language Acquisition		
3.5230.049.121.000.000.00	Salary- Teacher		\$127.60
3.5230.049.142.000.000.00	Salary- Teacher Assistant	\$301.25	
3.5230.049.162.000.000.00	Sub Teacher-Regular Teacher Absence		\$340.63
3.5230.049.181.000.000.00	Supplementary Pay		\$12.76
3.5230.049.184.000.000.00	Longevity Pay		\$5.74
3.5230.049.211.000.000.00	Social Security		\$14.18
3.5230.049.221.000.000.00	Retirement		\$26.40
3.5230.049.232.000.000.00	Worker's Compensation		\$142.31
3.5230.049.411.000.000.00	Supplies and Materials	\$368.37	
	Budget Transfer IDEA Preschool Part B		

CLINTON CITY SCHOOLS
BUDGET AMENDMENT

NUMBER: 2

FUND: Capital Outlay

The Clinton City Board of Education at a meeting on the **4th Day of February 2014**, passed the following resolution:

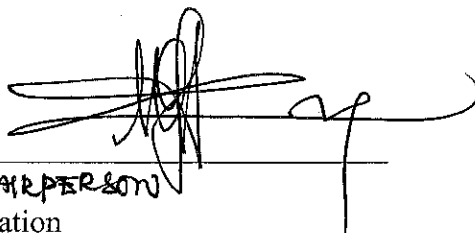
Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2014.

SEE ATTACHED LISTING

Total appropriation in current budget	\$ <u>376,816.00</u>
Total increase/decrease of amendment	\$ <u>88,384.00</u>
Total appropriation in amended budget	\$ <u>465,200.00</u>

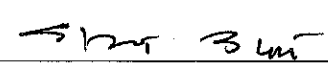
Passed by majority vote of the Clinton City Board of Education on the **4th Day of February 2014**.

We, the Board of County Commissioners of Sampson County, hereby approve the changes in the Clinton City School Budget as indicated above and have made entry of changes in the minutes of said Board this _____ day of _____ 2014.



Chairman,
Board of Education

Chairman,
Board of County Commissioners



Secretary,
Board of Education

Secretary,
Board of County Commissioners

BUDGET AMENDMENT

Code	Description	Increase	Decrease
4.9020.001.541.000.000.00	Purchase of Equipment		\$2,840.85
4.9020.001.541.304.304.00	Purchase of Equipment	\$2,840.85	
	BAS Carryover from 2013		
4.4490.000.000.000.000.00	Other Revenue- Activity Bus	\$88,384.00	
4.9020.001.541.000.000.00	Purchase of Equip- Data Center Project		\$150,000.00
4.9020.001.541.000.000.00	Purchase of Equip- Activity Bus		\$6,187.00
4.9020.001.541.000.120.00	Purchase of Equip-Data Center Project	\$150,000.00	
4.9030.001.551.000.000.00	Purchase of Vehicles- Activity Bus	\$94,571.00	
	Budget for Activity Bus and Data Center		

CLINTON CITY SCHOOLS
BUDGET AMENDMENT

NUMBER: 2

FUND: Special Revenue Fund

The Clinton City Board of Education at a meeting on the **4th Day of February 2014**, passed the following resolution:

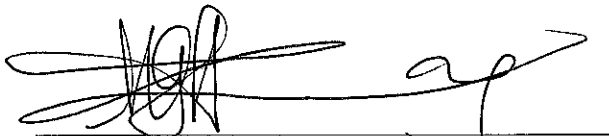
Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2014.

SEE ATTACHED LISTING

Total appropriation in current budget	\$ <u>869,663.00</u>
Total increase/decrease of amendment	\$ <u>500.00</u>
Total appropriation in amended budget	\$ <u>870,163.00</u>

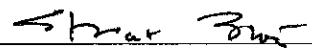
Passed by majority vote of the Clinton City Board of Education on the **4th Day of February 2014**.

We, the Board of County Commissioners of Sampson County, hereby approve the changes in the Clinton City School Budget as indicated above and have made entry of changes in the minutes of said Board this _____ day of _____ 2014.



Chairman, ~~CHAIRPERSON~~
Board of Education

Chairman,
Board of County Commissioners



Secretary,
Board of Education

Secretary,
Board of County Commissioners

BUDGET AMENDMENT

Code	Description	Increase	Decrease
8.4430.000.000.000.000.00	Simple Gifts-College Power Up-Revenue	\$500.00	
8.5110.505.411.308.308.33	Simple Gifts-College Power Up-Supplies		\$500.00
	Budget Additional Grant		

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 3

Meeting Date: March 3, 2014	<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

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

- a. Letter to NCDOT Secretary Tata Regarding Completion of Final Sections of Highway 24
- b. Letter of Appreciation - NC Dept. of Justice/Criminal Appellate Section Regarding Fire Investigative Training

NORTH CAROLINA'S SAMPSON COUNTY

BOARD OF COMMISSIONERS

JEFFERSON B. STRICKLAND, CHAIRMAN
JARVIS H. MCLAMB, VICE CHAIRMAN
ALBERT D. KIRBY, JR.
BILLY C. LOCKAMY
HARRY L. PARKER

COUNTY MANAGER

EDWIN W. CAUSEY

ASSISTANT COUNTY MANAGER

SUSAN J. HOLDER

COUNTY ATTORNEY

W. JOEL STARLING, JR.
DAUGHTRY, WOODARD, LAWRENCE & STARLING

February 20, 2014

The Honorable Anthony J. Tata
Secretary of Transportation
North Carolina Department of Transportation
1501 Mail Service Center
Raleigh, North Carolina 27699-1501

Dear Secretary Tata:

On behalf of the Sampson County Board of Commissioners, I want to commend the Department of Transportation and the State Board of Transportation for recognizing the importance of the long-sought project to widen Highway 24 through Cumberland, Sampson and Duplin counties. As we see the work commence on the Cumberland and western Sampson portions of the project, we are eager to experience the improved safety, enhanced mobility and increased economic opportunities this vital transportation link will provide our communities upon its completion. However, it is precisely because we realize the immeasurable importance of this corridor to the viability of our rural county that we must continue to urge the Department of Transportation to fully fund and complete development of the Highway 24 project all the way from I-95 to I-40.

The local governments and citizens of Sampson County have advocated the upgrade of the NC 24 thoroughfare for years. For our rural county to successfully compete with the urban centers of the state, we must have the efficient transportation infrastructure that prospective businesses demand; to encourage tourism we must have efficient routes to bring visitors and their revenues to our communities. A four-laned Highway 24 offers the most expedient passage for our industrial and agricultural commodities to the major commerce routes of I-95 and I-40, and thus to seaports, major airports and our capital city. Connecting Fort Bragg and Pope Air Force Base in the west to Camp LeJeune to the east, the four-laned thoroughfare provides a strategic defense corridor which can create logistic efficiencies for the military and position Sampson County as an attractive location for those companies who serve them. Sadly, however, we cannot fully capitalize on the potential benefits of the improved roadway

The Honorable Anthony J. Tata
Secretary of Transportation
February 17, 2014
Page 2

because two of the project's six sections – the portions from Clinton to Warsaw (and to Interstate 40) – remain unfunded.

The Board of Commissioners respectfully implores the Department of Transportation to allocate those funds necessary to complete the remainder of the NC 24 widening project from Clinton to Warsaw. Our Board and our citizens have been on a journey since the 1980s to see NC 24 four-laned from I-95 to I-40. To leave the project unfunded and unfinished is for Sampson County akin to exiting an interstate one exit before our destination. We hope that you can assist us in completing our mission.

Sincerely,

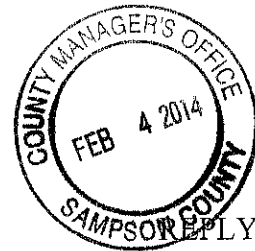


Jefferson B. Strickland, Chairman
SAMPSON COUNTY BOARD OF COMMISSIONERS

Cc: Board of Commissioners
Transportation Advocacy Group
Edwin W. Causey, County Manager



State of North Carolina
 Department of Justice
 PO Box 629
 RALEIGH
 27602



REPLY TO:
 Appellate Section
 (919) 716-6500
 FAX: 716-6760

ROY COOPER

 ATTORNEY
 GENERAL

Jefferson Strickland, Chairman
 Sampson County Board of Commissioners
 406 County Complex Road
 Building C
 Clinton, N.C. 28328

Re: Investigative Training

Dear Mr. Strickland:

I was recently honored to participate in a training program there in Sampson County that was a phenomenal success. In November 2013, Fire Marshal and Assistant Director Jerry Cashwell and the Fire Marshal's Office offered a training program for investigators there in Sampson County that also drew participation in the surrounding areas here in North Carolina. It was open to and attended by fire investigators, law enforcement officers and prosecutors. I was quite pleased to work with the individuals in Sampson County who work every day to keep all of us safe, as well as with other instructors I know to be experts in North Carolina as well as the United States.

The students in the class were very interested and dedicated to serving our community and learning while working together establishing relationships and skills necessary for this very demanding profession. I was initially impressed when not just one but two of your fire marshals were able to attend the National Fire Academy last year. That experience was expanded to reach a much larger number of our local professionals through the training held in Sampson County last November. Thank you for allowing and encouraging these men and women to further develop their professional abilities in this very important and difficult field of community service .

Sincerely,

Teresa M. Postell AAG
 N.C. Dept. of Justice
 Criminal Appellate Section
 114 W. Edenton Street
 Raleigh, N.C. 27602
 919-716-6558 office
 919-810-4723 cell

cc: Jerry Cashwell FM Asst. Dir.
 Sampson County Emerg. Mgmt.

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.