



**SAMPSON COUNTY
BOARD OF COMMISSIONERS
MEETING AGENDA
October 6, 2014**

5:30 pm	Dinner and Annual Report of Convention and Visitors Bureau County Administration Building Conference Room	
7:00 pm	Convene Regular Meeting - County Auditorium Invocation and Pledge of Allegiance Approve Agenda as Published	
Tab 1	Roads	1 - 13
	a. Monthly Report on Secondary Roads Projects	
	b. Addition of Roads to the State Secondary Roads System: Pinecroft Subdivision (Pinecroft Drive and Woods Edge Drive) and Stonegate Subdivision (Ridge Stone Drive and Creek Stone Lane)	
Tab 2	Reports & Recognitions	
	a. Recognition of Retiree	14
	b. Report – Project WASP (Working Alarms Save and Protect)	15 - 17
	c. Report – NC Vision 25 Transportation Plan and \$1.49 Billion State Bond Proposal	18 - 39
Tab 3	Action Items	
	a. Public Hearing – Small Cities Community Development Block Grant for Economic Development Projects	40 - 71
	b. Public Hearing – Rural Operating Assistance Program Grant Funds	72 - 77
	c. Public Hearing – Naming of Private Roads	78 - 80
	d. Sampson County Schools Request for Utilization of Remainder of School Roof Allocation	81 - 84
	e. Request to Surplus Property (Parcel 09-0828060-01) and Dispose of Utilizing Upset Bid Process	85 - 86
	f. Consideration of Amendment of the Sampson County Noise Ordinance (tabled at September 2, 2014 meeting)	87 - 89
	g. Appointments	
	• Workforce Development Commission	90
	• Library Board of Trustees	
Tab 4	Consent Agenda	91
	a. Approve the minutes of the September 2, 2014; July 28, 2014; July 23, 2014; June 26, 2014; June 23, 2014; June 16, 2014; June 2, 2014; May 27, 2014; May 16, 2014; April 7, 2014; March 31, 2014; and March 3, 2014 meetings	92 - 160

Tab 4, cont.	b. Adopt a resolution proclaiming October as Breast Cancer Awareness Month	161
	c. Adopt the Resolution Providing for Electronic Listing and Extending the Time for Filing Electronic Listings of Personal Property for Property Tax Purposes	162 - 163
	d. Approve new Health Department fees as recommended by the Board of Health (lipid panel; influenza vaccine)	164
	e. Approve contracts between the Sampson County Health Department and Clinton City Schools and Sampson County Schools for nursing services	165 - 186
	f. Approve the primary attorney (Warwick and Bradshaw) and secondary attorney (Howard and Bradshaw PLLC) contracts for Sampson County Social Services	187 - 232
	g. Approve the execution of a one-year lease by DHHS Children's Developmental Services Agency for three (3) cubicles at the Sampson County Health Department	233 - 239
	h. Authorize destruction of Health Department personnel records (30 years after separation) held by Division of Archive and Records	240 - 241
	i. Approve revisions to Home and Community Care Block Grant (reduction in State funding)	242 - 244
	j. Adopt a resolution supporting the construction of the Atlantic Coast Pipeline	245
	k. Approve tax refunds	246 - 278
	l. Approve budget amendments	279 - 303
Tab 5	Board Information	304
	a. Letter of Appreciation from Sampson County History Museum Board of Directors	305
	b. Notice of Receipt of Grant Funding of \$186,000 for Upgrade of VIPER Mobile Tower	306 - 327
	c. Sampson Soil & Water - 2014 Annual Report	328 - 331
Tab 6	Recess to Reconvene as Board of Directors of Water and Sewer District II (The Board must recess and reconvene as Water and Sewer District II Board to consider action on the following item.)	
	a. Approval of Amendment to Water Purchase Contract with the City of Dunn	332 - 333
	Reconvene as Sampson County Board of Commissioners	
	County Manager Reports	
Tab 7	Public Comment Period (See policies and procedures in agenda.)	334
	Recess to Reconvene at 6:00 p.m. on October 27, 2014 for Joint Meeting with Sampson Regional Medical Center Board of Trustees	

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 1 (a-b)

Meeting Date: October 6, 2014	a	Information Only	___	Public Comment
		Report/Presentation	___	Closed Session
	b	Action Item	___	Planning/Zoning
		Consent Agenda	___	Water District Issue

SUBJECT: Roads

DEPARTMENT: NC Department of Transportation

PUBLIC HEARING: No

CONTACT PERSON: Keith Eason, Highway Maintenance Engineer

PURPOSE: To offer monthly response to citizen questions and concerns with regard to roads; to consider addition of roads to secondary roads system

ATTACHMENTS: Memoranda/resolutions regarding addition of road in the Pineroft Subdivision and Stonegate Subdivision to State secondary roads system

BACKGROUND:

- a. Our NCDOT representatives will offer their monthly update and respond to any questions or concerns of the Board or citizens with regard to Sampson County roads.
- b. In addition to receiving questions and comments with regard to roads, the Department of Transportation has provided the Board with a proposed resolutions for consideration. The first resolution requests that the Department add Pineroft Drive and Woods Edge Drive (in the Pineroft Subdivision) to the State secondary road system. The second resolution requests that the Department add Ridge Stone Drive and Creek Stone Lane (in the Stonegate Subdivision) to the State secondary road system. In both cases, the District Office has completed a field survey which indicates that all property owners have signed the petition. According to the memo received from NCDOT, they are prepared to add the roads if the Board adopts the necessary resolutions.

RECOMMENDED ACTION OR MOTION: Motion to adopt both resolutions requesting the addition of Pineroft Drive and Woods Edge Drive (in the Pineroft Subdivision) and Ridge Stone Drive and Creek Stone Lane (in the Stonegate Subdivision) to the State secondary road system



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION



PATRICK L. MCCRORY
GOVERNOR

ANTHONY J. TATA
SECRETARY

September 24, 2014

Division 3, District 2
Duplin/Sampson County

Dear Ms. Holder,

This office has completed the investigation of Pineroft Drive and Woods Edge Drive in Pineroft Subdivision in Sampson County. We received a request that this road be added to the State System for maintenance.

A field survey has been completed which indicates that the property owner has signed the petition.

We are preparing to add these subdivision roads but I need a resolution from the County Commissioners to move forward with this process. I have enclosed a copy of the map from the Sampson County Mapping Department for your reference.

If you have any questions or concerns please call me at (910) 592-6174 or email at crhodes@ncdot.gov.

Sincerely,

A handwritten signature in cursive that reads "Chris Rhodes".

Chris Rhodes
Assistant District Engineer

CER/cer

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PETITION FOR ROAD ADDITION
FORM SR-1 REVISED 1-99

ROADWAY INFORMATION: (Please Print)

County: SAMPSON Road Name: PINECROFT DR.
(Please list additional street names and lengths on the back of this form.)

Subdivision Name: PINECROFT Length (miles): 0.32

Number of occupied homes having street frontage: 19

Location: 0.2 miles (N) S (E) (W) of the intersection of Route US 421 and Route SR 1475
(Circle one) (SR, NC or US) (SR, NC or US)

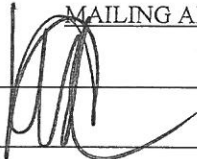
We, the undersigned, being property owners and/or developer of PINECROFT SUBDIVISION in
SAMPSON County, do hereby request the Division of Highways to add the above described road.

CONTACT PERSON: Name and Address of First Petitioner. (Please Print)

Name: HOWELL EDWARDS Phone Number: 910-591-8703

Street Address: 14595 DUNN RD. RODWIN N.C. 28335

Mailing Address: P.O. 2121 DUNN N.C. 28335

<u>NAME</u>	<u>PROPERTY OWNERS</u> <u>MAILING ADDRESS</u>	<u>TELEPHONE</u>
<u>HOWELL EDWARDS</u>		<u>14 DEC 11</u>

INSTRUCTIONS FOR COMPLETING PETITION:

1. Complete Information Section
2. Identify Contact Person (This person serves as spokesperson for petitioner(s)).
3. Attach Two (2) copies of recorded subdivision plat or property deeds, which refer to candidate road.
4. Adjoining property owners and/or the developer may submit a petition. Subdivision roads with prior NCDOT review and approval only require the developer's signature.
5. If submitted by the developer, encroachment agreements from all utilities located within the right of way shall be submitted with the petition for Road addition. However, construction plans may not be required at this time.
6. Submit to District Engineer's Office.

Form SR-1

FOR NCDOT USE ONLY: Please check the appropriate block

- Rural Road
 Subdivision established prior to October 1, 1975
 Subdivision established after October 1, 1975

REQUIREMENTS FOR ADDITION

If this road meets the requirements necessary for addition, we agree to grant the Department of Transportation a right-of-way of the necessary width to construct the road to the minimum construction standards of the NCDOT. This right-of-way will extend the entire length of the road that is requested to be added to the state maintained system and will include the necessary areas outside of the right-of-way for cut and fill slopes and drainage. Also, we agree to dedicate additional right-of-way at intersections for sight distance and design purposes and to execute said right-of-way agreement forms that will be submitted to us by representatives of the NCDOT. The right-of-way shall be cleared at no expense to the NCDOT, which includes the removal of utilities, fences, other obstructions, etc.

General Statute 136-102.6 states that any subdivision recorded on or after October 1, 1975, must be built in accordance with NCDOT standards in order to be eligible for addition to the State Road System.

<u>ROAD NAME</u>	<u>HOMES</u>	<u>LENGTH</u>	<u>ROAD NAME</u>	<u>HOMES</u>	<u>LENGTH</u>
WOODS EDGE DR.	56	0.23			

**North Carolina Department of Transportation
Division of Highways
Request for Addition to State Maintained Secondary Road System**

North Carolina

County of Sampson

Road Description Pinecroft Drive and Woods Edge Drive in Pinecroft Subdivision

WHEREAS, the attached petition has been filed with the Board of County Commissioners of the County of Sampson requesting that the above described road, the location of which has been indicated in red on the attached map, be added to the Secondary Road System, and

WHEREAS, the Board of County Commissioners is of the opinion that the above described road should be added to the Secondary Road System, if the road meets minimum standards and criteria established by the Division of Highways of the Department of Transportation for the addition of roads to the System.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of the County of Sampson that the Division of Highways is hereby requested to review the above described road, and to take over the road for maintenance if it meets established standards and criteria.

CERTIFICATE

The foregoing resolution was duly adopted by the Board of Commissioners of the County of _____ at a meeting on the _____ day of _____, 20__.

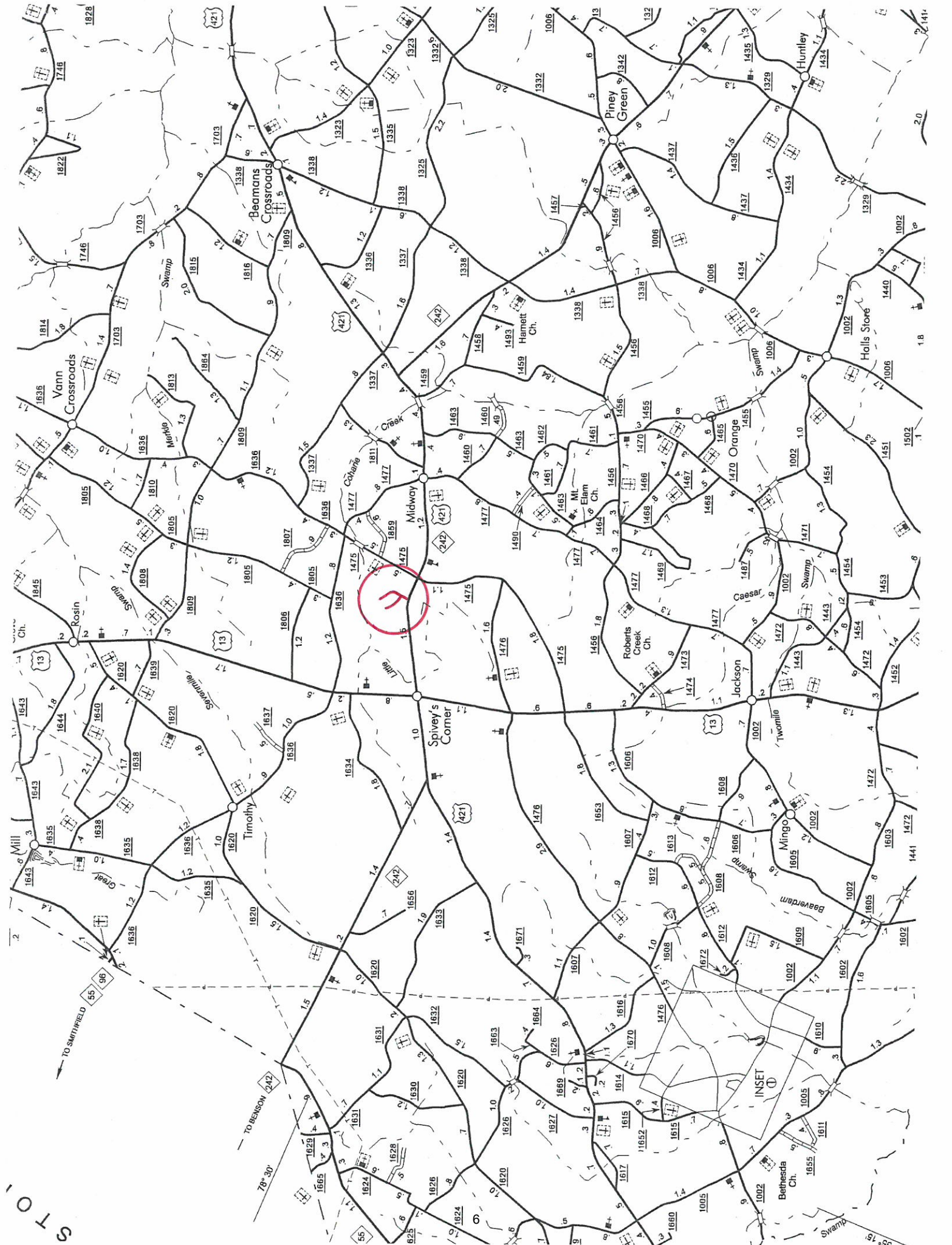
WITNESS my hand and official seal this the _____ day of _____, 20__.

Official Seal

Clerk, Board of Commissioners
County of _____

PLEASE NOTE:

Forward direct with request to the Division Engineer, Division of Highways



S
T
O
N

TO SWINFIELD 55 96

TO BENSON 242

INSET

45° 15'

NOTE: ALL PROPERTY CORNERS ARE NEW IRON STAKES UNLESS OTHERWISE NOTED.

STATEMENT OF TRANSPORTATION DIVISION OF HIGHWAYS
 PROJECT SUBDIVISION ROAD
 CONSTRUCTION STANDARDS CERTIFICATION
 APPROVED *[Signature]*
 DISTRICT ENGINEER
 DATE 9/2/14

THIS PLAT IS EXEMPT FROM THE SAMPSON COUNTY SUBDIVISION ORDINANCE. NO APPROVAL IS REQUIRED FOR THE RECORDEMENT OF AN EXISTING SUBDIVISION PLAT.
 ADMINISTRATOR *[Signature]* DATE 8-29-14

CENTRELINE PINCROFT DRIVE

COURSE	BEARING	DISTANCE
A-1	N 20°03'38"E	393.24'
A-2	N 81°17'11"E	249.97'
A-3	N 81°17'11"E	249.97'
A-4	N 81°17'11"E	249.97'
A-5	N 81°17'11"E	249.97'
A-6	N 81°17'11"E	249.97'
A-7	N 81°17'11"E	249.97'
A-8	N 81°17'11"E	249.97'
A-9	N 81°17'11"E	249.97'
A-10	N 81°17'11"E	249.97'
A-11	N 81°17'11"E	249.97'
A-12	N 81°17'11"E	249.97'
A-13	N 81°17'11"E	249.97'
A-14	N 81°17'11"E	249.97'
A-15	N 81°17'11"E	249.97'
A-16	N 81°17'11"E	249.97'
A-17	N 81°17'11"E	249.97'
A-18	N 81°17'11"E	249.97'
A-19	N 81°17'11"E	249.97'
A-20	N 81°17'11"E	249.97'
A-21	N 81°17'11"E	249.97'
A-22	N 81°17'11"E	249.97'
A-23	N 81°17'11"E	249.97'
A-24	N 81°17'11"E	249.97'
A-25	N 81°17'11"E	249.97'
A-26	N 81°17'11"E	249.97'
A-27	N 81°17'11"E	249.97'
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A-34	N 81°17'11"E	249.97'
A-35	N 81°17'11"E	249.97'
A-36	N 81°17'11"E	249.97'
A-37	N 81°17'11"E	249.97'
A-38	N 81°17'11"E	249.97'
A-39	N 81°17'11"E	249.97'
A-40	N 81°17'11"E	249.97'
A-41	N 81°17'11"E	249.97'
A-42	N 81°17'11"E	249.97'
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A-52	N 81°17'11"E	249.97'
A-53	N 81°17'11"E	249.97'
A-54	N 81°17'11"E	249.97'
A-55	N 81°17'11"E	249.97'
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A-59	N 81°17'11"E	249.97'
A-60	N 81°17'11"E	249.97'
A-61	N 81°17'11"E	249.97'
A-62	N 81°17'11"E	249.97'
A-63	N 81°17'11"E	249.97'
A-64	N 81°17'11"E	249.97'
A-65	N 81°17'11"E	249.97'
A-66	N 81°17'11"E	249.97'
A-67	N 81°17'11"E	249.97'
A-68	N 81°17'11"E	249.97'
A-69	N 81°17'11"E	249.97'
A-70	N 81°17'11"E	249.97'
A-71	N 81°17'11"E	249.97'
A-72	N 81°17'11"E	249.97'
A-73	N 81°17'11"E	249.97'
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A-79	N 81°17'11"E	249.97'
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A-81	N 81°17'11"E	249.97'
A-82	N 81°17'11"E	249.97'
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A-89	N 81°17'11"E	249.97'
A-90	N 81°17'11"E	249.97'
A-91	N 81°17'11"E	249.97'
A-92	N 81°17'11"E	249.97'
A-93	N 81°17'11"E	249.97'
A-94	N 81°17'11"E	249.97'
A-95	N 81°17'11"E	249.97'
A-96	N 81°17'11"E	249.97'
A-97	N 81°17'11"E	249.97'
A-98	N 81°17'11"E	249.97'
A-99	N 81°17'11"E	249.97'
A-100	N 81°17'11"E	249.97'

SCALE FACTOR = 0.9998733

DEED REFERENCE: DEED BK 1426, PAGE 490
 MAP REFERENCE: MAP BK 43, PAGE 71
 MAP BOOK 55, PAGE 54.

NORTH CAROLINA HARNETT COUNTY
 I, Mickey R. Bennett, do certify that this plat was drawn under my supervision and description recorded in Book 55, Page 54, and that the same is true and correct as indicated on the same. I am a duly qualified and licensed Professional Surveyor, No. 1514, and that the ratio of precision as calculated is 1:100,000. This plat was prepared in accordance with G.S. 47-20 as amended. Witness my original signature and registration number and seal this 13th day of August, A.D. 2014.
Mickey R. Bennett
 MICKEY R. BENNETT
 L-1514

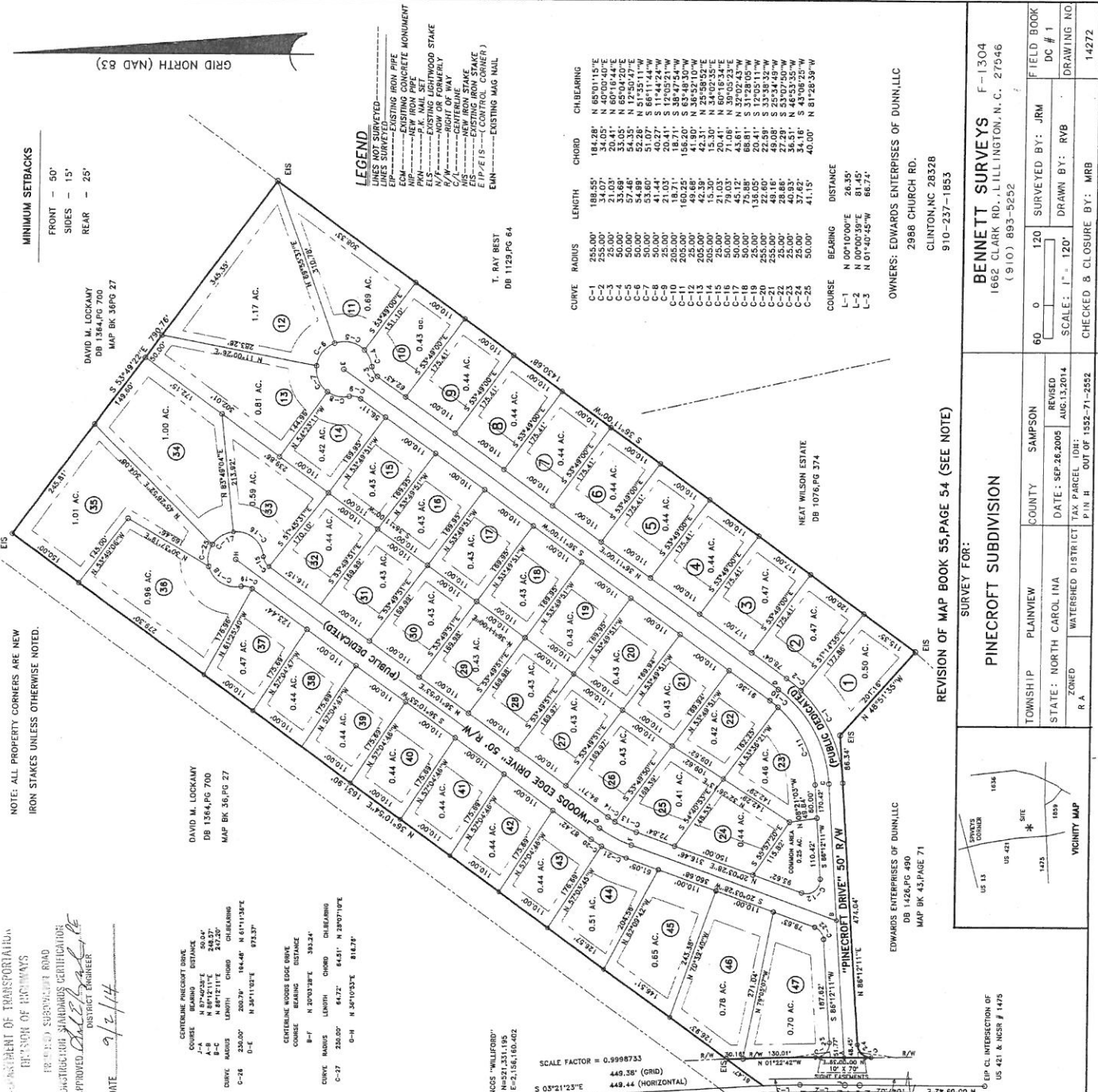


I, Mickey R. Bennett, do hereby certify that this survey creates a subdivision of land and that the same is true and correct as indicated on the same. I am a duly qualified and licensed Professional Surveyor, No. 1514, and that the ratio of precision as calculated is 1:100,000. This plat was prepared in accordance with G.S. 47-20 as amended. Witness my original signature and registration number and seal this 13th day of August, A.D. 2014.
Mickey R. Bennett
 MICKEY R. BENNETT
 L-1514

NO NEW SURVEY WAS PREPARED IN DRAWING THIS MAP ALL INFORMATION TAKEN FROM RECORDED MAP.

State of North Carolina
 County of Sampson
 I, *[Signature]*, Review Officer of *[Signature]* County, do hereby certify that this map or plat to which this certification is affixed meets all statutory requirements for recording.
 Date: 8-29-14
 Review Officer

NORTH CAROLINA
 SAMPSON COUNTY
 This Map/Plat was prepared for registration and recorded in this office of Book No. 55, Page 54, on 9th day of September, 2014.
 ELEANOR H. BRADSHAW
 Register of Deeds
 By: *[Signature]*
 Assistant County Register of Deeds



BECKETT SURVEYS F-1304
 1662 CLARK RD., LILLINGTON, N.C. 27546
 (910) 893-5252

60	0	120	SURVEYED BY: JRM	FIELD BOOK DC # 1
SCALE: 1" = 120'	DRAWN BY: RVB		DRAWING NO 14272	
CHECKED & CLOSURE BY: MRB				

PINECROFT SUBDIVISION

TOWNSHIP	PLAINVIEW	COUNTY	SAMPSON
STATE	NORTH CAROLINA	DATE	SEP 26 2005 AUG 13 2014
ZONED	R A	WATERSHED DISTRICT	TAX PARCEL IDH: OUT OF 1552-71-2552

REVISION OF MAP BOOK 55, PAGE 54 (SEE NOTE)

EDWARDS ENTERPRISES OF DUNN, LLC
 2988 CHURCH RD.
 CLINTON, NC 28328
 910-237-1853



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

PATRICK L. MCCRORY
GOVERNOR

ANTHONY J. TATA
SECRETARY

September 24, 2014

**Division 3, District 2
Duplin/Sampson County**

Dear Ms. Holder,

This office has completed the investigation of Ridge Stone Drive and Creek Stone Lane in the Stonegate Subdivision located off of SR 1006 in Sampson County. We received a request that this road be added to the State System for maintenance.

A field survey has been completed which indicates that the property owner has signed the petition.

We are preparing to add these subdivision roads but I need a resolution from the County Commissioners to move forward with this process. I have enclosed a copy of the map from the Sampson County Mapping Department for your reference.

If you have any questions or concerns please call me at (910) 592-6174 or email at crhodes@ncdot.gov.

Sincerely,

A handwritten signature in cursive that reads "Chris Rhodes".

Chris Rhodes
Assistant District Engineer

CER/cer

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PETITION FOR ROAD ADDITION
FORM SR-1 REVISED 1-99

ROADWAY INFORMATION: (Please Print)

County: SAMPSON Road Name: RIDGESTONE DR. AND GREENSTAN
(Please list additional street names and lengths on the back of this form.)

Subdivision Name: STONEGATE Length (miles): 0.15

Number of occupied homes having street frontage: 36

Location: 0.13 miles N (E)W of the intersection of Route SR 1006 and Route SR 1442
(Circle one) (SR, NC or US) (SR, NC or US)

We, the undersigned, being property owners and/or developer of STONEGATE SUBDIVISION in SAMPSON County, do hereby request the Division of Highways to add the above described road.

CONTACT PERSON: Name and Address of First Petitioner. (Please Print)

Name: HOWELL EDWARDS Phone Number: 910-591-8703

Street Address: 14595 DUNN RD. EDWIN NC 28334

Mailing Address: P.O. 2121 DUNN N.C. 28335

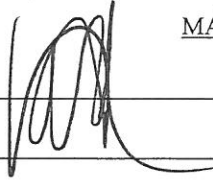
PROPERTY OWNERS

NAME

MAILING ADDRESS

TELEPHONE

HOWELL EDWARDS



14 DEC 11

INSTRUCTIONS FOR COMPLETING PETITION:

1. Complete Information Section
2. Identify Contact Person (This person serves as spokesperson for petitioner(s)).
3. Attach Two (2) copies of recorded subdivision plat or property deeds, which refer to candidate road.
4. Adjoining property owners and/or the developer may submit a petition. Subdivision roads with prior NCDOT review and approval only require the developer's signature.
5. If submitted by the developer, encroachment agreements from all utilities located within the right of way shall be submitted with the petition for Road addition. However, construction plans may not be required at this time.
6. Submit to District Engineer's Office.

Form SR-1

FOR NCDOT USE ONLY: Please check the appropriate block

- Rural Road
 Subdivision established prior to October 1, 1975
 Subdivision established after October 1, 1975

REQUIREMENTS FOR ADDITION

If this road meets the requirements necessary for addition, we agree to grant the Department of Transportation a right-of-way of the necessary width to construct the road to the minimum construction standards of the NCDOT. This right-of-way will extend the entire length of the road that is requested to be added to the state maintained system and will include the necessary areas outside of the right-of-way for cut and fill slopes and drainage. Also, we agree to dedicate additional right-of-way at intersections for sight distance and design purposes and to execute said right-of-way agreement forms that will be submitted to us by representatives of the NCDOT. The right-of-way shall be cleared at no expense to the NCDOT, which includes the removal of utilities, fences, other obstructions, etc.

General Statute 136-102.6 states that any subdivision recorded on or after October 1, 1975, must be built in accordance with NCDOT standards in order to be eligible for addition to the State Road System.

<u>ROAD NAME</u>	<u>HOMES</u>	<u>LENGTH</u>	<u>ROAD NAME</u>	<u>HOMES</u>	<u>LENGTH</u>
CREEKSTONE	23	0.1			

**North Carolina Department of Transportation
Division of Highways
Request for Addition to State Maintained Secondary Road System**

North Carolina

County of Sampson

Road Description Ridge Stone Drive & Creek Stone Lane in the Stonegate Subdivision

WHEREAS, the attached petition has been filed with the Board of County Commissioners of the County of Sampson requesting that the above described road, the location of which has been indicated in red on the attached map, be added to the Secondary Road System, and

WHEREAS, the Board of County Commissioners is of the opinion that the above described road should be added to the Secondary Road System, if the road meets minimum standards and criteria established by the Division of Highways of the Department of Transportation for the addition of roads to the System.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of the County of Sampson that the Division of Highways is hereby requested to review the above described road, and to take over the road for maintenance if it meets established standards and criteria.

CERTIFICATE

The foregoing resolution was duly adopted by the Board of Commissioners of the County of _____ at a meeting on the _____ day of _____, 20__.

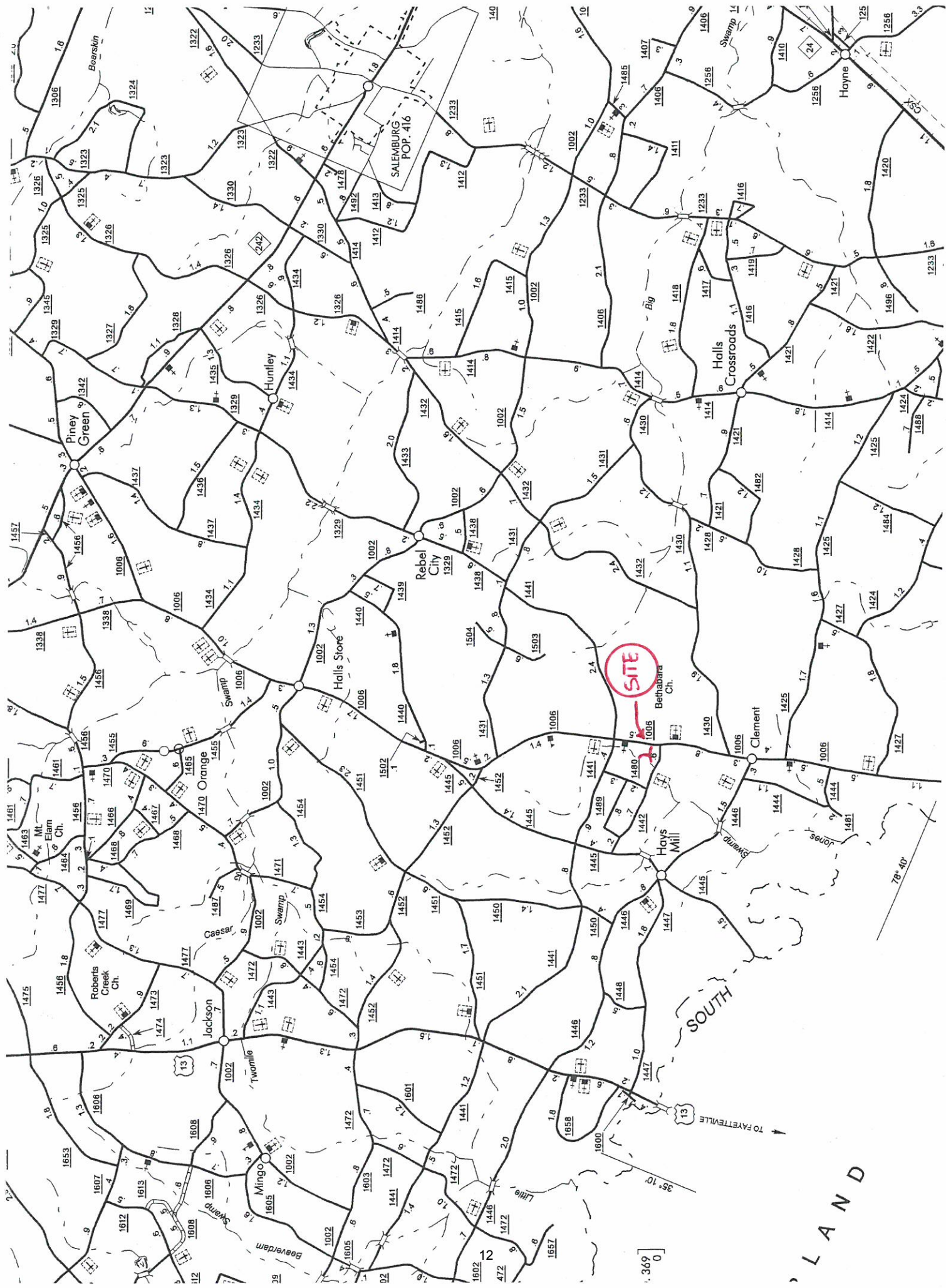
WITNESS my hand and official seal this the _____ day of _____, 20__.

Official Seal

Clerk, Board of Commissioners
County of _____

PLEASE NOTE:

Forward direct with request to the Division Engineer, Division of Highways



SITE

SOUTH

LAND

0.369

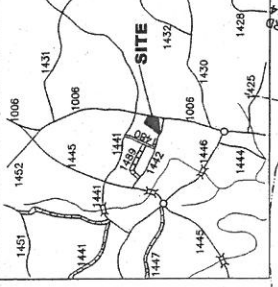
PROJECT: 2793
S-1
 SHEET 1 OF 2

RE-RECORDING OF STONEGATE SUBDIVISION

LOCATION: MAXWELL ROAD
 AIRVALE TOWNSHIP
 SAMSON COUNTY
 PROPERTY OWNERS:
 P.O. BOX 2121
 DINN, NC 28335
 TELEPHONE: 910-567-4686

DESIGNED BY:	EA, PA
DRAWN BY:	LLP
VERTICAL SCALE:	N/A
CHECKED BY:	JCS
DATE CREATED:	8-7-2014
PLAN INFORMATION:	
HORIZONTAL SCALE:	1"=100'

Enoch
 Engineers, P.A.
 CONSULTING ENGINEERS & SURVEYORS
 1409 NC Highway 55 South - Raleigh, NC 27604
 Telephone: (919) 884-7755 Fax: (919) 884-8190
 E-mail: enochengineers@earthlink.net



REVIEW OFFICER'S CERTIFICATE
 STATE OF NORTH CAROLINA, COUNTY OF SAMSON
 I, Terrell L. Williams, Review Officer of Samson County,
 CERTIFY THAT THE MAP OR PLAN TO WHICH THIS CERTIFICATION IS
 AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
 REVIEW OFFICER: Terrell L. Williams DATE: 8-29-14

This final plat is exempt from the
 approval is required for the re-recording
 of an existing subdivision plat.
Terrell L. Williams
 Review Officer

TERRELL L. WILLIAMS
 & KAREN M. WILLIAMS
 PIN# 1419-63-8287
 PIN# 1419-63-435
 D.B. 1701 PG. 433

APPROXIMATE LOCATION OF CREEK

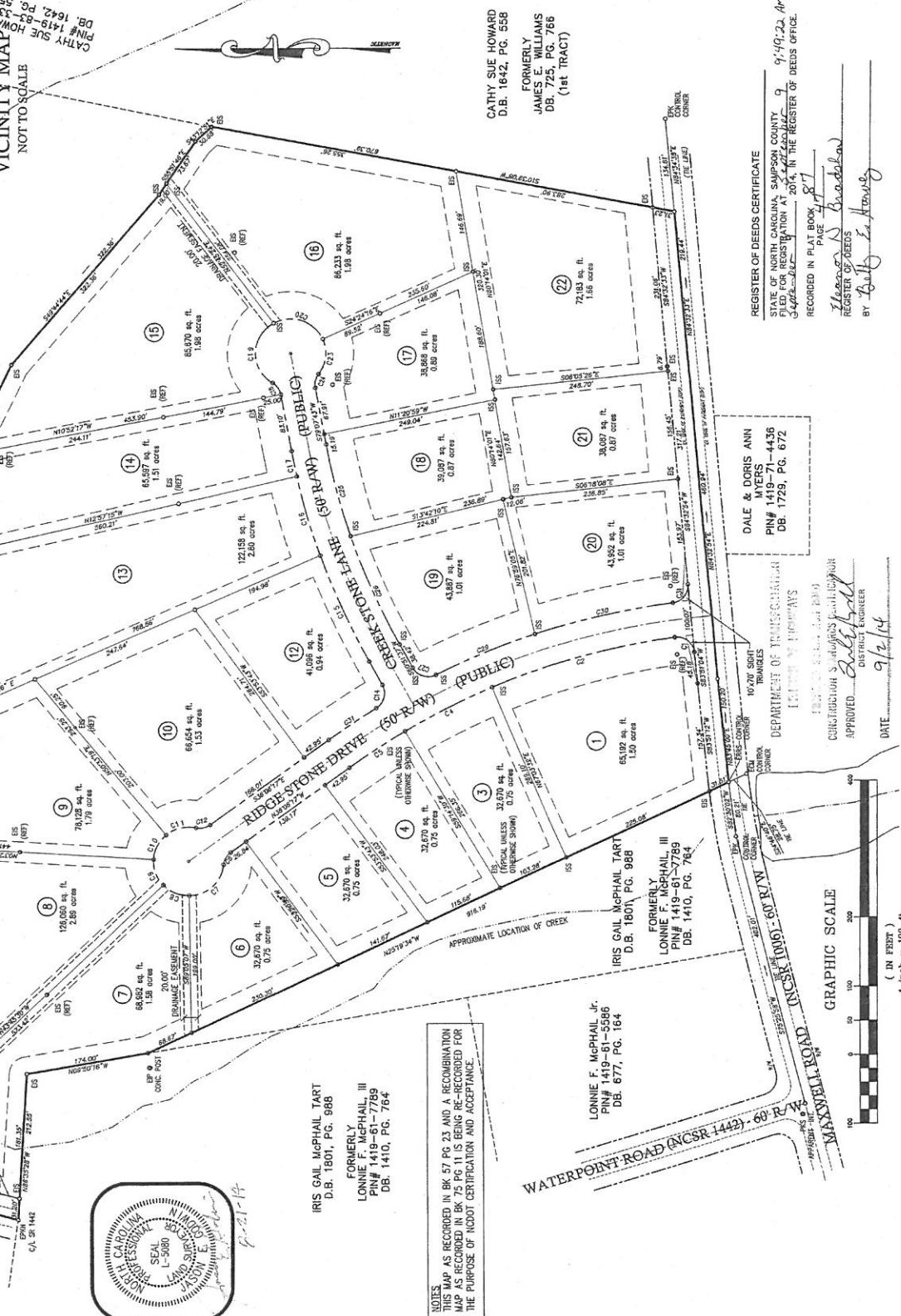
SHEET 1 OF 2
 THIS SHEET IS TO BE USED IN
 CONJUNCTION WITH SHEET 2

GAIL MCPHAIL TART
 PIN# 1419-62-1782
 DB. 1410, PG. 757

WATERPOINT ROAD (NCSR 1442) - 60 R/W

IRIS GAIL MCPHAIL TART
 D.B. 1801, PG. 988

FORMERLY
 LONNIE F. MCPHAIL, III
 PIN# 1419-61-7789
 DB. 1410, PG. 764



IRIS GAIL MCPHAIL TART
 D.B. 1801, PG. 988

FORMERLY
 LONNIE F. MCPHAIL, III
 PIN# 1419-61-7789
 DB. 1410, PG. 764

NOTES
 THIS MAP AS RECORDED IN BK 57 PG 93 AND A RECOMBINATION
 THIS MAP AS RECORDED IN BK 75 PG 11 IS BEING RE-RECORDED FOR
 THE PURPOSE OF RECORD CERTIFICATION AND ACCEPTANCE.

LONNIE F. MCPHAIL, JR.
 PIN# 1419-61-5586
 DB. 677, PG. 194

IRIS GAIL MCPHAIL TART
 D.B. 1801, PG. 988

FORMERLY
 LONNIE F. MCPHAIL, III
 PIN# 1419-61-7789
 DB. 1410, PG. 764

DALE & DORIS ANN
 MYERS
 PIN# 1419-71-4436
 DB. 1729, PG. 672

REGISTER OF DEEDS CERTIFICATE
 STATE OF NORTH CAROLINA, SAMSON COUNTY
 FILED FOR REGISTRATION AT 9:49:22 AM
9/29/14 2014, IN THE REGISTER OF DEEDS OFFICE.
 RECORDED IN PLAT BOOK 871
 PAGE 1
 REGISTER OF DEEDS
 BY Dale & Doris Myers



**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO.

2 (a)

Meeting Date: October 6, 2014	<input type="checkbox"/> Information Only	<input type="checkbox"/> Public Comment
	<input checked="" type="checkbox"/> Report/Presentation	<input type="checkbox"/> Closed Session
	<input type="checkbox"/> Action Item	<input type="checkbox"/> Planning/ Zoning
	<input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Water District Issue

SUBJECT: Recognition of Retirees

DEPARTMENT: Governing Body

PUBLIC HEARING: No

CONTACT PERSON: Chairman Strickland

PURPOSE: To recognize retiring County employees for their years of service

ATTACHMENTS: None

BACKGROUND: The following employees have retired effective September 1 and October 1, respectively:

Connie Guyton - Library (1997- 2014)
William R. Warren - Public Works (2004-2014)

RECOMMENDED ACTION OR MOTION: Present employees with County plaques in recognition of their years of service

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 2 (b)

Meeting Date: October 6, 2014	<input type="checkbox"/> Information Only <input checked="" type="checkbox"/> Report/Presentation <input 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: Report - Project W.A.S.P. (Working Alarms Save and Protect)

DEPARTMENT: Emergency Management

PUBLIC HEARING: No

CONTACT PERSON: Jerry Cashwell, Assistant EM Director
Ronald Bass, EM Director

PURPOSE: To hear a report on the success of the Project W.A.S.P. initiative to be conducted on October 4, 2014

ATTACHMENTS: Press Release

BACKGROUND: In response to the tragic house fire in Garland where six residents perished, the Office of the State Fire Marshal, Sampson County Emergency Management, the County's 17 fire departments, along with more than 200 volunteers from North Carolina Baptist Aging Ministry, North Carolina Baptist Men, American Red Cross, Murphy-Brown, the Sampson County Fire Marshal's Office, the Sampson County Fireman's Association, and Nationwide Insurance Company were scheduled to join forces on October 4, 2014 to provide free working smoke alarms and fire safety education to residents of Sampson County in an event tagged Project W.A.S.P. (Working Alarms Save & Protect).

Mr. Cashwell and Mr. Bass will provide a report on the project's success.

PRIOR BOARD ACTION: None

RECOMMENDED ACTION OR MOTION: Hear report



Sampson County Local Government

Press Release

For additional info, contact: Susan J. Holder, Assistant County Manager/PIO
406 County Complex Road, Clinton NC 28328
(910) 592-6308 office ■ (910) 260-0644 mobile ■ susanh@sampsonnc.com

For Immediate Release: September 26, 2014

SAMPSON COUNTY PARTNERS WITH OFFICE OF STATE FIRE MARSHAL AND LOCAL VOLUNTEERS TO INSTALL FREE FIRE ALARMS ON OCTOBER 4

PROJECT W.A.S.P: Working Alarms Save & Protect

CLINTON – Sampson County Office of Emergency Management/Fire Marshal is pleased to join the Office of State Fire Marshal, state and national organizations and nearly 200 local volunteers to provide working smoke alarms and fire safety education to residents of Sampson County in an event tagged PROJECT W.A.S.P (Working Alarms Save & Protect). The initiative is a response to a tragic home fire in August in which six Garland residents perished; investigators later determined that the home had no working smoke alarms.

On Saturday, October 4, teams from the County's 17 fire departments, along with volunteers from the North Carolina Baptist Aging Ministry, North Carolina Baptist Men, American Red Cross, Murphy-Brown, the Sampson County Fire Marshal's Office, the Sampson County Fireman's Association, and Nationwide Insurance Company will gather at Grove Park Baptist Church for training and then spread out to canvass neighborhoods in Sampson County to teach citizens about fire safety and properly install working fire alarms. More than 1200 ten-year alarms have been provided by OSFM and Kidde United Technologies for the program. "We are grateful for the partnership and generosity of these organizations in our efforts to protect our citizens from dangerous, and far too often tragic, home fires," stated Sampson County Fire Marshal Jerry Cashwell. He also commended the county's fire departments for their work to prepare for the initiative. "Realizing a one-day event could not reach all of the county, our departments have worked diligently to pre-determine 'at-risk' residential neighborhoods in their respective communities as our focus during the October 4th door-to-door canvass and

installation.” Officials note that they will continue work with OSFM and Kidde beyond this one-day campaign to identify and fulfill needs throughout the county and continue essential fire safety education.

The day will also serve as a valuable training exercise for the County’s local emergency responders as the event will provide them practice in working from a predetermined incident action plan, integrating volunteers from multiple agencies, and utilizing portions of the County’s emergency operations plan to coordinate the event. “We will basically approach this smoke detector installation campaign in a systematic manner very similar to that which would be used for responding to a hurricane or similar event that would impact the county,” explained Cashwell. In addition to Emergency Management staff, the following fire departments will participate in some manner in the training and Project W.A.S.P.: Autryville Fire Dept., Clement Volunteer Fire Dept., Clinton Fire Dept., Faison Volunteer Fire Dept., Garland Volunteer Fire Dept., Godwin Falcon Volunteer Fire Dept., Halls Volunteer Fire Dept., Harrells Volunteer Fire Dept., Herring Volunteer Fire Dept., Newton Grove Volunteer Fire Dept., Piney Grove Volunteer Fire Dept., Plain View Volunteer Fire Dept., Roseboro Volunteer Fire Dept., Salemburg Volunteer Fire Dept., Spivey’s Corner Volunteer Fire Dept., Taylor’s Bridge Volunteer Fire Dept., Turkey Volunteer Fire Dept., and Vann Crossroads Volunteer Fire Dept.

Members of the media covering the event should meet at Grove Park Baptist Church, 609 Northeast Blvd, in Clinton at 9:00 a.m. on October 4. The County’s Emergency Operation Center at 107 Underwood Street, Clinton will activate following initial volunteer training and once the canvass begins.

Day of event contacts:

Susan Holder, Sampson County: (910) 592-8996 or (910) 260-0644

Jan Parker, OSFM: (919) 723-1359

####

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 2 (c)

Meeting Date: October 6, 2014	<input type="checkbox"/> Information Only <input checked="" type="checkbox"/> Report/Presentation <input 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: NC Vision 25 Transportation Plan and \$1.49 Billion State Bond Proposal

DEPARTMENT: Economic Development

PUBLIC HEARING: No

CONTACT PERSON: John Swope, Economic Developer

PURPOSE: To hear a review of the Governor’s 25-year Strategic Transportation Plan and the proposed \$1.49 Billion State Bond

ATTACHMENTS: NC Vision 25 Plan; News Articles

BACKGROUND: Economic Developer John Swope will review how the newly released NC Vision 25 transportation strategic plan and the State’s proposed \$1.49 billion bond proposal would include Sampson County projects such as the completion of Sections E & F of the Highway 24 project.

PRIOR BOARD ACTION: None

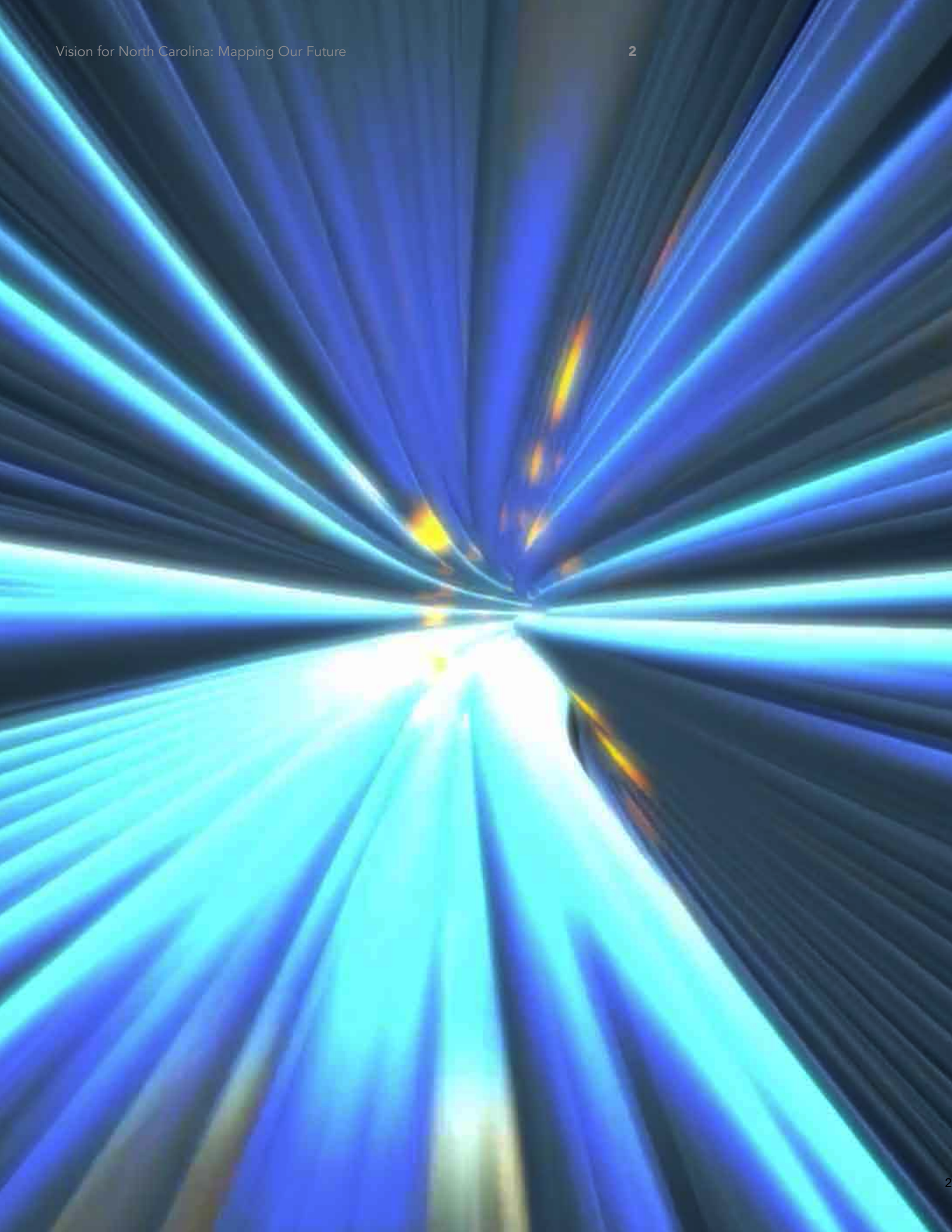
RECOMMENDED ACTION OR MOTION: Hear report

GOV. McCrORY'S
25 *year*

Vision for North Carolina

MAPPING
OUR FUTURE





Dear Friends,

Transportation impacts nearly every aspect of North Carolina, playing a central role in the overall well-being of our state and our efforts to maintain a high quality of life for our communities. In particular, transportation infrastructure is a powerful economic engine, supporting job creation, helping us attract new business and industry, and ultimately creating better lives from the mountains to the coast.

North Carolina is one of the fastest growing states in the nation, bringing both new challenges and opportunities as we work to keep pace with increasing demand on our infrastructure. The transportation needs of our state are also incredibly diverse, making it impossible to devise a single solution. Complicating this, our traditional revenue sources are falling short of projected levels, making it even more critical that we think and act strategically.

To that end, over the past year and a half, we have been listening closely to stakeholders, partners and citizens to evaluate how we can make the greatest impact with our limited resources, and how we can work together to invest in the right way for North Carolina. We examined existing studies and reports, and we worked together to pass the new Strategic Transportation Investments law, which changes how we fund and prioritize transportation projects and lays the foundation for our efforts moving forward.

Building on that groundwork, this vision serves as a roadmap for strategic investment over the next quarter century to ensure we are fully leveraging our transportation system. It does not provide a list of specific projects, but instead gives us high-level direction for all our transportation efforts by laying out the comprehensive and regional solutions that are needed for North Carolina to achieve its full potential and realize continued success.

The conversation is just beginning, and it will be up to all of us to determine how we make this vision a reality. We invite all of you to partner with us as we work toward transportation investments that will help secure a promising future for North Carolina.

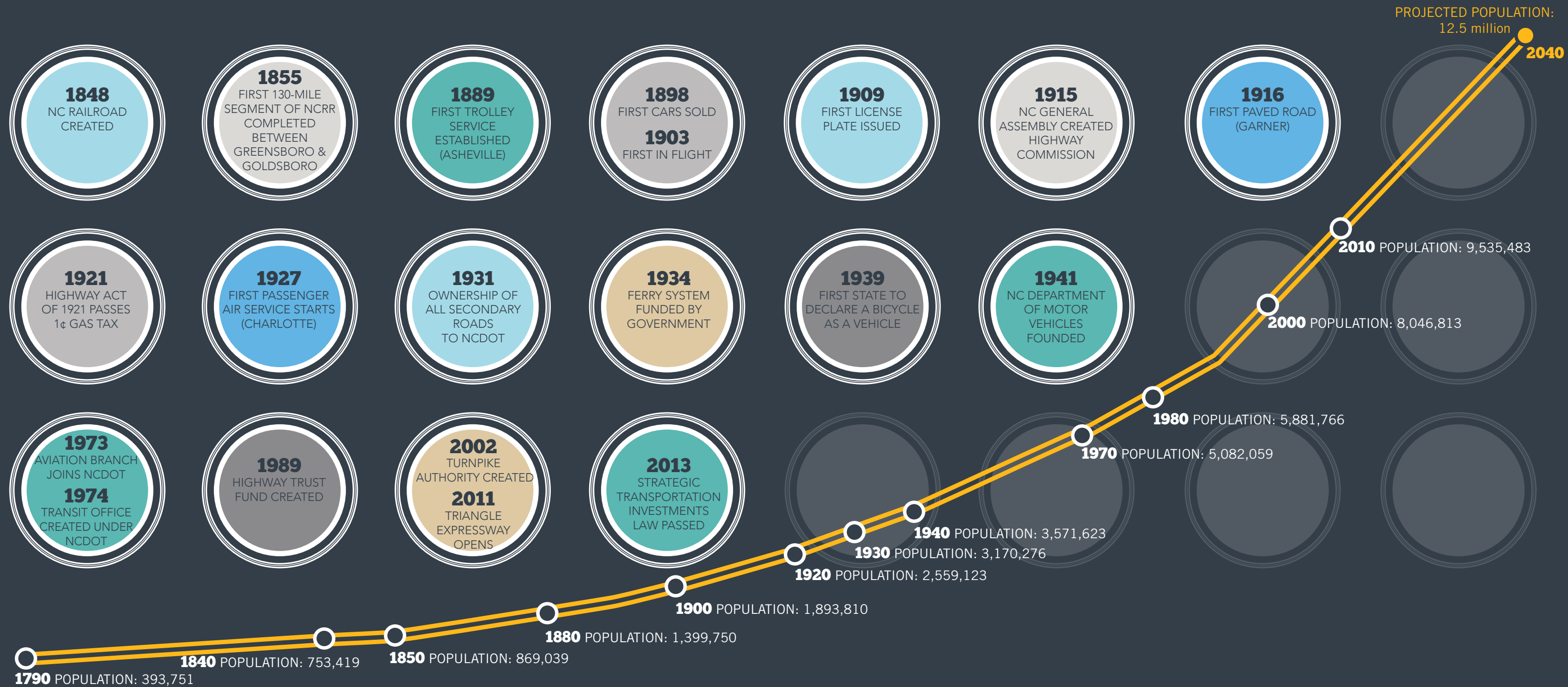
Sincerely,

Pat McCrory
Pat McCrory
Governor

Anthony J. Tata
Anthony J. Tata
Secretary of Transportation



CONTINUING GROWTH



OUR DEPARTMENT

<p>2nd largest state-maintained highway system with nearly 80,000 miles <i>more than</i> 13,500 bridges</p>	<p>nearly 15,000 miles of primary highways (Interstate, US and NC routes) nearly 65,000 miles of secondary roads</p>	 <p>10 commercial airports have regularly scheduled service</p>
<p>3,300 miles of tracks operated in North Carolina</p>	 <p>transit systems provide transportation options to residents in all 100 counties</p>	<p>72 publicly owned airports and nearly 300 privately owned airports, heliports and other landing areas</p> <p>more than 5,000 miles of regional or statewide bicycle and pedestrian routes planned</p>
<p>2nd largest state-operated ferry system and the largest on the East Coast</p>	 <p>22 ferries that serve 7 routes</p> <p>North Carolina's Amtrak provides 3 roundtrips daily to Charlotte, Greensboro, Raleigh and 9 other North Carolina cities</p>	<p>8.8 million vehicles registered in North Carolina</p>  <p>7.4 million licensed drivers</p>

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Supporting material, including background information, statistics and analysis used to help develop the plan, is available at NCVision25.gov.

MAPPING OUR FUTURE

From the mountains to the coast, North Carolina is a state of diverse landscapes, people and industries. These attributes make our state a great place to work, visit and call home.

Our talented and educated workforce, innovative research centers and global connectivity attract many companies to our state each year. These companies recognize that our transportation infrastructure is the backbone of North Carolina's economy. With the right new investments in our roads, bridges and other transportation modes, our state will solidify and grow its position as an economic powerhouse.

We cannot reach that goal without a vision and road map for our transportation future. This plan provides a guide for the next 25 years that clearly illustrates how we can better connect all North Carolinians with jobs, education, healthcare, recreation and each other.

Our state has many great opportunities, but we also face challenges.

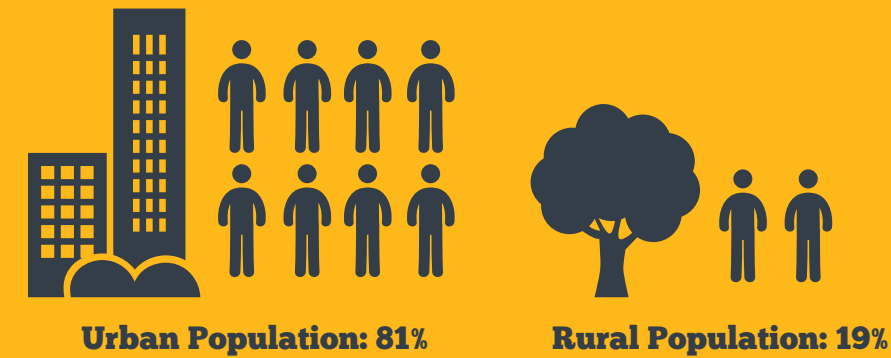
North Carolina is one of the fastest growing states in the nation. More than 12.5 million people are projected to live here by 2040, a 32 percent increase from the state's 2010 population. The majority of that growth will occur in major metropolitan areas, which are projected to house 81 percent of the state's overall population by 2040. Across the state, our smaller communities are expected to see population growth of more than 180,000 people over the next 25 years.

During this period of rapid growth, we are one of many states simultaneously seeing a sharp decline in the projected revenue needed to build and maintain infrastructure. The state gas tax is no longer a reliable revenue source, and federal funding is uncertain. Therefore, we must find new ways to strategically invest in our transportation network to meet growing demands. The 2040 Plan estimates that over the next 25 years it will cost between \$94 billion and \$123 billion to maintain and enhance the quality of service offered by our transportation system.

As we work to generate alternative funding sources, we are making the best use possible of our existing revenue by implementing the Strategic Transportation Investments (STI) law. STI allows the state to prioritize its investments, based on quantifiable needs and community input. Early indications show that we can schedule more than twice as many projects with STI than under the old funding system.



2040 BY THE NUMBERS



PROJECTED: 12.5 million residents

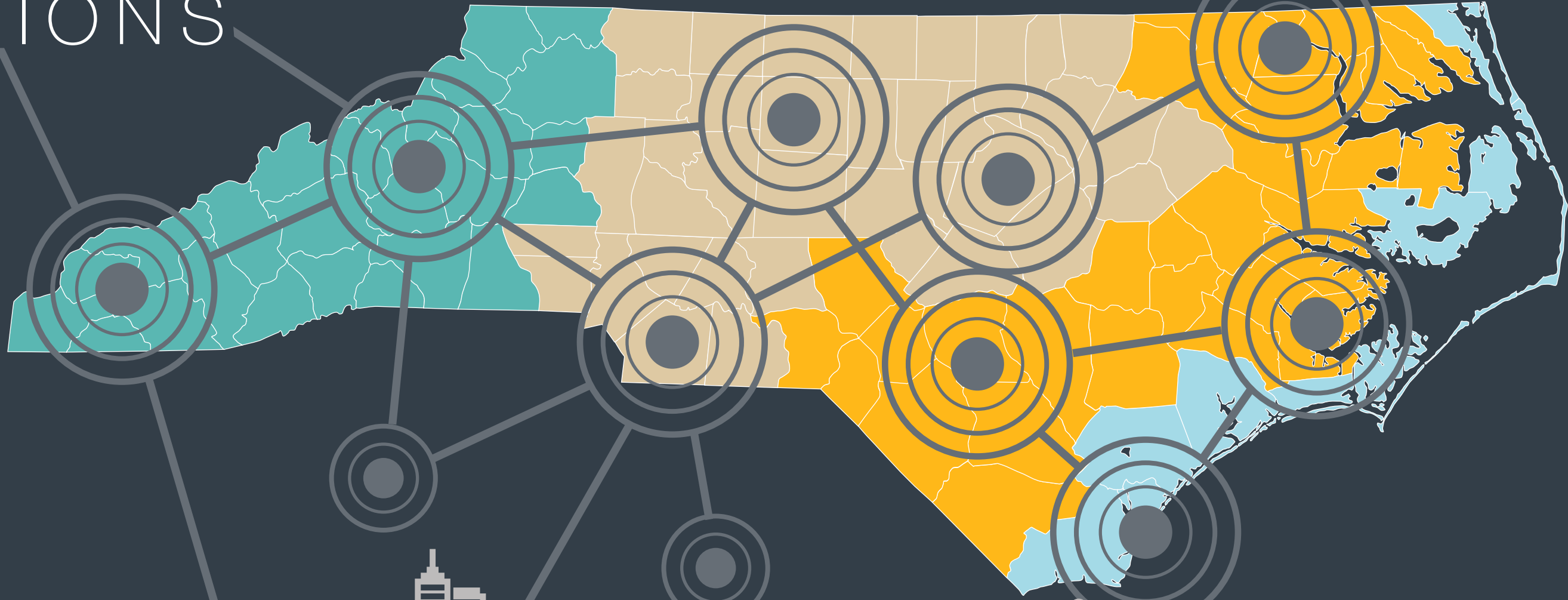


In this plan, we review the importance of each region of the state, identify its unique challenges, explain what will happen if no action is taken, and lay out solutions. By mapping our future in this way, we can better leverage our transportation infrastructure to create jobs and stimulate continued economic growth while reducing congestion, improving connectivity and providing additional travel options.

connect all **NORTH CAROLINIANS** with *jobs, education, healthcare, recreation* and *each other*

REGIONAL SOLUTIONS

Considering the unique landscapes, economic diversity and distinct challenges present in each region of our state, it is clear that a 'one-size-fits-all' approach for infrastructure investments will not work in North Carolina. This plan recognizes four regions in which we identify the specific infrastructure solutions needed to make our state more globally competitive. On the following pages, we provide a regional breakdown of targeted investments in multi-modal solutions that will create a stronger, more reliable transportation network that connects people to places, products to markets, expands jobs and industry, and enhances the overall quality of life in North Carolina.



WESTERN SOLUTIONS

- Improve Interstate Connections
- Strengthen Highway Connectivity from Mountains to Coast
- Improve Intrastate Connections
- Enhance Industrial Rail to Support Freight and Economic Growth

CENTRAL SOLUTIONS

- Relieve Congestion for People and Products
- Expand Mass Transit Options
- Enhance Access to Inland Ports
- Improve Connectivity to Logistics Hubs
- Support Connections to Privately Developed Megasites

EASTERN SOLUTIONS

- Improve Highway to Hampton Roads
- Strengthen Military Connections
- Enhance Freight Movement
- Improve I-95 Connections

COASTAL SOLUTIONS

- Sustainable Beach Nourishment
- Improve Highway Connections
- Replace Aging Bridges
- Stabilize Inlets
- Transform North Carolina Ports

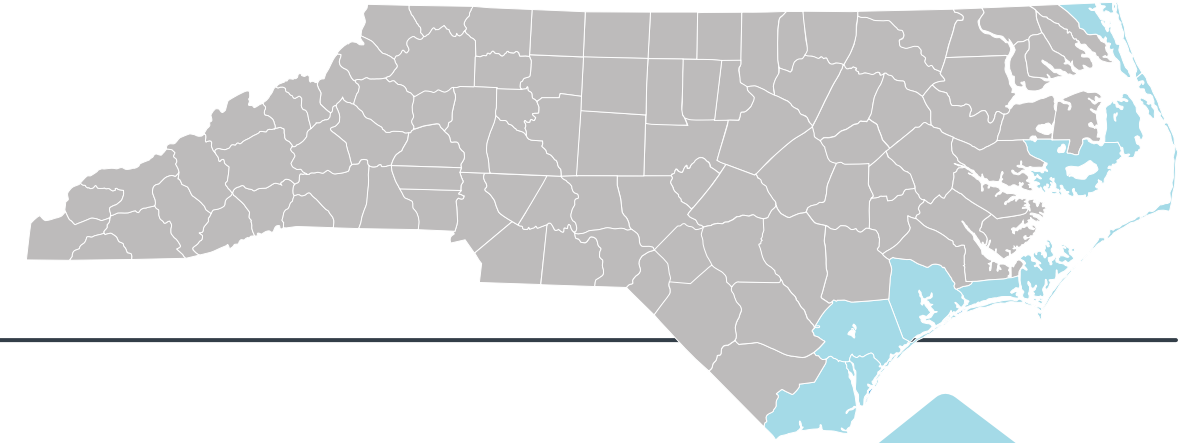
COMPREHENSIVE SOLUTIONS

- Strengthen Maintenance of our Existing Facilities
- Improve Public Transportation Network including Passenger Rail
- Expand Bicycle and Pedestrian Network Statewide
- Support Greater Broadband Connectivity through Existing Right of Way

COASTAL REGION



Photo courtesy of VisitNC.com



IMPORTANCE

Millions of visitors flock to North Carolina's coastline every year to enjoy more than 300 miles of beautiful beaches, boating and rich history. Tourism rates continue to increase annually, bringing in nearly \$2.6 billion a year in economic activity in coastal North Carolina. In addition, the tourism industry provides more than 29,000 jobs in the state each year.

Dating back to the early 18th century, the fishing industry remains a way of life for our coastal communities. It is responsible for more than 5,180 jobs and contributes more than \$255 million to the state's economy annually.

Shipping is another major industry along our coast. Ninety-five percent of global trade and commerce depends on seaports. Our state ports in Wilmington and Morehead City, both foreign trade zones, have a \$7.5 billion annual economic impact and support 65,000 jobs statewide. With landside and waterside improvements, the ports would be positioned to respond to the next generation of shipping vessels that will be in service once the major Panama Canal enhancement project is completed.

CHALLENGES

Coastal North Carolina faces a number of challenges, many related to Mother Nature and the area's unique environment.

Severe erosion and extreme weather events like hurricanes continue to shrink the size of our beaches and threaten the roads that run alongside them. Continued exposure to salt water has left many aging coastal bridges in need of repair or replacement.

Shifting sands off the coast often make it difficult to navigate the waterways, and constant dredging is needed to keep channels open for shipping and to allow fishing boats to pass through safely.

Seasonal changes in traffic, changing demographics of the year-round residential population and the growing need for access to multi-modal transportation options also place dynamic pressures on the region's transportation infrastructure.



**\$2.6 billion
industry**



**65,000
jobs statewide**

COASTAL REGION

CHALLENGES (CONT.)

Preserving the natural beauty of this region is not just the right thing to do; it is essential to sustaining the region's robust tourism industry. We must balance providing access to residents, tourists and businesses while maintaining the natural beauty and environmental integrity of our coast. Addressing these needs has been, and continues to be, a challenge for our coastal region.

RISK OF DOING NOTHING

If we do not take immediate action to address these transportation issues, we risk losing important connections, thousands of jobs and millions of dollars to support our state. Keeping our roads open and our waterways accessible are vital to many of our state's industries and are necessary if we want to expand economic opportunities and create jobs.


Seasonal congestion and lack of efficient access to and from the coast threaten the viability of our tourism industry. Lack of sufficient channel depths will continue the diversion of our active fishing industry to other marine landings. In addition, if we fail to make improvements at our ports, we stand to lose business in a highly competitive shipping industry. Doing nothing may make it difficult for our ports to attract investments and create new employment opportunities.


If we do not invest in our coastal infrastructure, residents could face isolation from mainland services and resources. Aging bridges, such as the Bonner Bridge, have already encountered temporary closures, which shut down the only highway connection for thousands of Hatteras Island residents to work, schools and healthcare.


balance
providing access
to residents, tourists
and businesses while
MAINTAINING
the *natural beauty*
and environmental integrity
of our coast





INVESTING IN SOLUTIONS

 **Sustainable Beach Nourishment**
◦ Coordinate with local, state and federal partners to develop and implement a proactive, long-range plan for sustainable beach nourishment to protect infrastructure.

 **Improve Highway Connections**
◦ Continue to improve highway routes which provide access to the coast and offer congestion relief during seasonal traffic peaks, while serving as essential emergency evacuation routes.

 **Replace Aging Bridges**
◦ Continue work to replace aging bridges, keeping important connections for residents, businesses and tourists in place.

 **Stabilize Inlets**
◦ Develop and implement a proactive, long-range plan for stabilizing our shallow draft inlets and shipping channels, providing important opportunities for industry and improved reliability for our vital ferry routes.

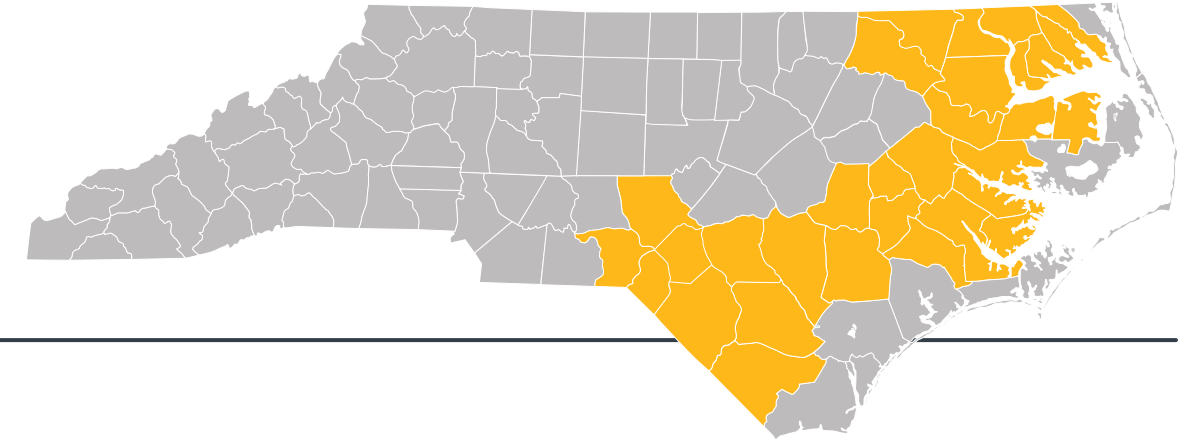
 **Transform North Carolina Ports**
◦ Pursue including a recommendation in the Army Corps of Engineers Chief's Report to deepen and widen our channels to support movements of the newest generation of shipping vessels.
◦ Develop intermodal train service at the Port of Wilmington.
◦ Continue to seek opportunities to develop intermodal facilities along the I-95 corridor to support freight shipping.
◦ Leverage public-private partnerships to complete the development of Radio Island, and support landside improvements in interstate quality connections and enhanced rail access to the Port of Morehead City.



EASTERN REGION



Photo courtesy of NC Department of Agriculture and Consumer Services



IMPORTANCE

Eastern North Carolina is a region rich in history, a center of agriculture and home to some of the nation's largest military communities. It is an area built on farming and manufacturing, particularly textiles and tobacco, and it has experienced tremendous change as many of its traditional industries have seen significant declines in prominence.

The region also features a number of healthcare and education centers, and is well positioned to connect with other economic centers across state lines, particularly in the southeastern and northeastern corners of the United States. In addition, the northern portion of the region is strategically located near Hampton Roads, Va. and the Port of Norfolk, which boasts an annual gross domestic product of \$85 billion.

With a robust military presence, the eastern region is home to seven military bases. With more than 110,000 active duty personnel (fourth largest in the nation) and 770,000 veterans, North Carolina is regularly recognized as one of the most military friendly states in the nation. Annually, the area supports an overall military-related economic impact of \$48 billion, including 540,000 military-related jobs.

Agriculture remains an economic staple for the region, generating a total annual income of \$6.7 billion in eastern North Carolina alone.

The area is also home to the 2,500-acre Global TransPark, which features a foreign trade zone and an 11,500 foot runway, and is strategically located along the U.S. 70 corridor between the Port of Morehead City and Raleigh. Anchor tenant Spirit Aerosystems projects it will increase its workforce to more than 1,000 employees by 2016, doubling its staff size.

CHALLENGES

Sounds, wetlands, rivers and streams are just a few of the prominent environmental features of the eastern region that create challenges as we work to design a safe, efficient, environmentally sound and well-connected transportation network in this region.



540,000
military-related jobs



\$6.7 billion
agriculture industry

EASTERN REGION

CHALLENGES (CONT.)

Lack of interstate-quality access to and from the GTP limits the number and type of businesses we can attract to this facility. Even with the foreign trade zone, commercial runways and onsite facilities prepared to serve growing businesses, the lack of investment in the “last-mile infrastructure” prohibits the GTP from successfully recruiting new companies and expanding existing ones.

As it transitions from a center of manufacturing and agriculture, the eastern region has struggled to complete several significant infrastructure projects, such as improvements to U.S. 17 and U.S. 70, that would help the area recruit new businesses to better meet its changing needs.

Population rates continue to decline in the region, as trends indicate that people are moving away from rural areas and into high-growth urban centers. Without the infrastructure to support new industries and provide efficient connections to job centers, this trend will not change.

RISK OF DOING NOTHING

Without appropriate infrastructure investments in the eastern region, this area will miss opportunities to reclaim manufacturing jobs that are returning to the United States and will not be able to respond to changing agricultural demands. Lack of timely investment along the U.S. 70 corridor will limit the region’s ability to leverage its position to enhance the economy on local and state levels.

If we do not invest in highway and rail connections that support military freight and deployment needs, military readiness may be impacted. Likewise, if we do not provide better access for service members and their families to healthcare and education, we risk failing those who have sacrificed so much. Additionally, we risk not keeping highly trained and talented veterans and civilians in our state.

design
a *safe, efficient,*
environmentally sound
and *well-connected*
TRANSPORTATION
network in this region

we **risk**
failing
those who have
SACRIFICED
so much

INVESTING IN SOLUTIONS



Improve Highway to Hampton Roads

- Request future interstate designation for the section of U.S. 64/U.S. 17 connecting to Hampton Roads, Va., and complete improvements that bring this section of roadway to interstate standards.



Strengthen Military Connections

- Improve highway and rail connections between bases and to ports of embarkation and debarkation.
- Improve highway connections between bases and regional healthcare and education centers.



Enhance Freight Movement

- Improve U.S. 70 to interstate standards to enhance freight movement and reduce travel time through the region.
- Support economically competitive rail access to the GTP and the Port of Morehead City.



Improve I-95 Connections

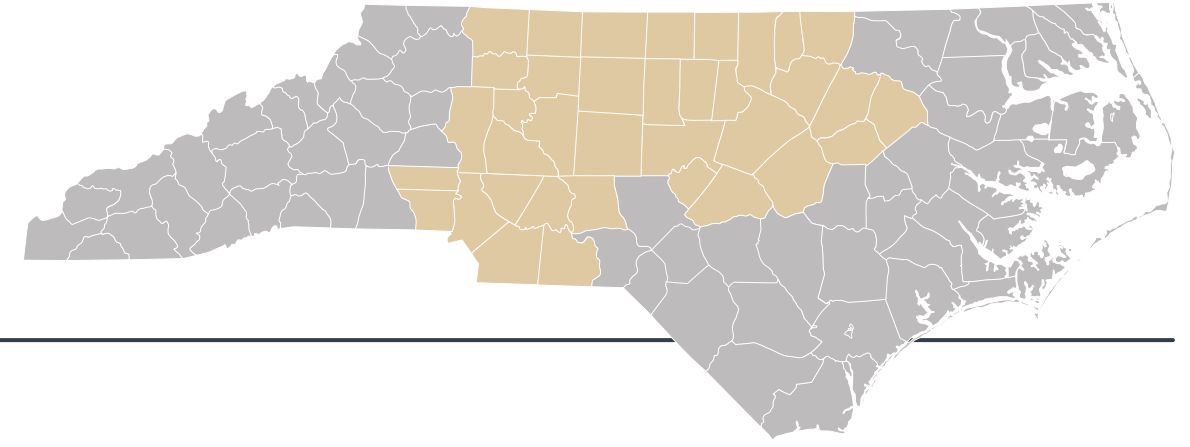
- Improve connections to the I-95 corridor from rail and seaports to serve markets throughout the eastern United States.



CENTRAL REGION



Photo courtesy of Visit Winston-Salem; photographer Jay Sinclair



IMPORTANCE

Central North Carolina is a center for high-tech industry, innovative medicine and research, and world-renowned higher education. From the Charlotte area to the Triad and the Triangle, people and products are on the move, and global connectivity has never been more important. The majority of the jobs, as well as some of the state's largest companies and employers, are located in this area.

The central region is the state's largest economic engine, providing \$300 billion in gross domestic product and accounting for 67 percent of the state's total GDP. Currently, 61 percent of our population lives in central North Carolina, and trends indicate that percentage will continue to grow.

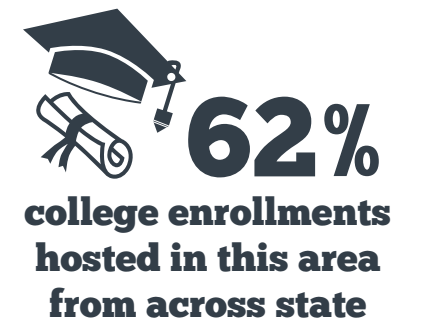
With foreign trade zones at Charlotte-Douglas International, Piedmont-Triad International and Raleigh-Durham International airports, the region is well-connected to global markets. In addition, the area, internationally known for its exceptional colleges and universities, hosts 62 percent of all college enrollments in the state.

As central North Carolina grows in both population and economic importance, it will need infrastructure enhancements to manage and support this growth.

CHALLENGES

Increasing population growth will continue to place pressure on a transportation system that in many areas is at or beyond capacity. Growing demand for mobility options will overload existing transit services and congest roadways, causing them to rapidly deteriorate.

Expanding industries, while beneficial to the economy of the region, place additional demands on infrastructure originally designed for smaller scale logistics and commuter needs. Businesses looking to transport goods and services are competing for space on congested commuter routes. People who live in high-growth areas within the central region have limited options to avoid existing congestion, such as mass transit, passenger rail, light rail and bicycle/pedestrian routes. Trends show that more people are moving to



CENTRAL REGION

CHALLENGES (CONT.)

densely populated areas, where they expect access to these services as they live, work and play.

RISK OF DOING NOTHING

In the metropolitan areas of central North Carolina, congestion alone costs travelers nearly \$1.9 billion a year. Drivers also spend an estimated \$2.3 billion a year in safety-related repairs to vehicles annually after traveling on roads in need of repair or resurfacing. These costs combined total \$4.2 billion a year. The only way to reduce that figure is to improve existing roadways and launch innovative new infrastructure projects to address the worst congestion in our major urban areas.

With \$364 billion in goods shipped from sites within North Carolina and \$337 billion in goods shipped to sites in our state each year, the quality of our transportation system is increasingly important as a site selection criterion for companies looking to relocate or expand. Specifically, highway accessibility remains their number-one site selection factor.

Eighty-six percent of goods shipped from sites within North Carolina are carried by truck, which illustrates that well-maintained roads without traffic bottlenecks are essential to a vibrant economy. The strength of our logistics and shipping industries in the central region will be marginalized if we do not keep our sights on the maintenance and traffic flow improvements needed in this increasingly congested portion of the state.

Another factor companies will consider before making a move to central North Carolina is the quality of life for their potential employees. Excellent transportation services are essential to the region's success in this area. Access to efficient, reliable public transportation options will not only address traffic congestion, it will also increase safety by reducing crash rates. If we take no action, we will lose intercity connections and easy access to community services. This will lead to other states outcompeting us during site selection processes. We must plan for the future transportation needs of all residents by including robust plans for multi-modal transportation options.

the *quality* of our **TRANSPORTATION** system is increasingly important as a site selection **criterion** for companies

86%
goods shipped
by truck

EXCELLENT transportation services are **essential** to the *region's success*

INVESTING IN SOLUTIONS



Relieve Congestion for People and Products

- Continue work on interstate improvements and congestion relief projects to support freight movements and commuter needs and better connect people to education, healthcare, job and recreation centers.



Expand Mass Transit Options

- Support the expansion of mass transit options in high-growth areas to address the needs of a changing demographic, congestion and land development concerns.
- Support the expansion of light rail services in existing and new urban markets when demand, local planning and funding support the service to address the needs of a changing business climate and congestion concerns.



Enhance Access to Inland Ports

- Improve highway connections and seek economically competitive rail service to inland ports in and around Charlotte.



Improve Connectivity to Logistics Hubs

- Improve highway connections and expand airfreight and rail capabilities to support the Triad Logistics Hub.



Support Connections to Privately Developed Megasites

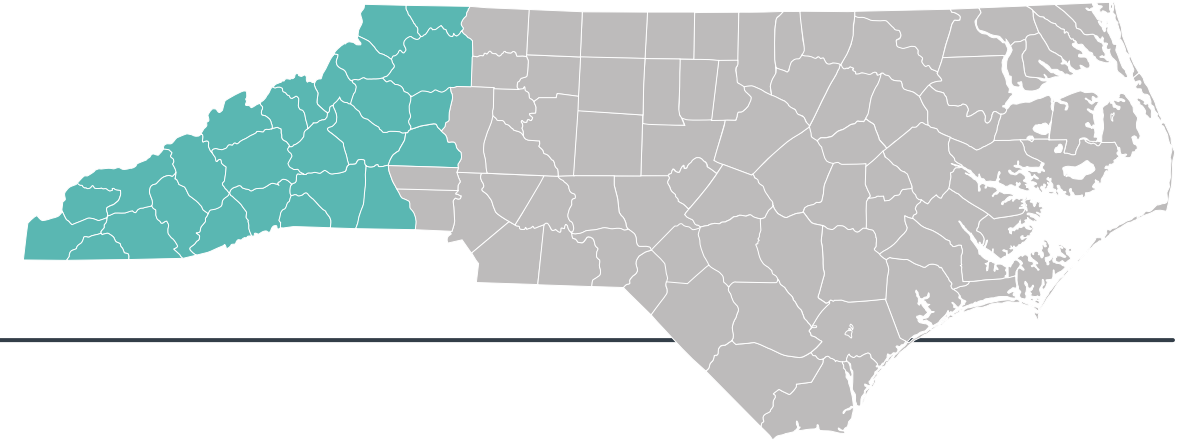
- Ensure infrastructure plans recognize the development of megasites in the region and support their ability to attract new businesses in targeted industry clusters.



WESTERN REGION



Photo courtesy of VisitNC.com



IMPORTANCE

Western North Carolina's tree-lined mountains not only make this region unique, they also contribute in a significant way to our economy. Our state ranks second in the nation in Christmas tree production, a business that generates more than \$75 million in annual sales, mostly from several key western counties. The craft brewing industry is rapidly growing in the western region, too, and popular breweries such as Sierra Nevada and New Belgium are now opening shop in the area.

Another major economic driver in western North Carolina is the apple industry. In Henderson County alone, it generates about \$22 million annually and accounts for 65 percent of all apple production in the state.

The region also offers the greatest concentration of arts and crafts education in the country. Sales of art in western North Carolina are nearly 30 percent higher than the state as a whole on a per capita basis. Buncombe County saw about \$44 million in direct economic benefits from the arts and crafts trade in 2012.

Western North Carolina's breath-taking waterfalls and winding trails make it a prime tourist destination, as well. The scenic beauty of this region is what draws thousands of people from across the state and around the world to the area each year to camp, ski, raft or simply take in the view from the Blue Ridge Parkway. Historic sites like the Biltmore House and Gardens, and gaming attractions like the casino in Cherokee also significantly contribute to the local economy by attracting more than 4.5 million visitors each year.

In addition, western North Carolina provides a gateway to a number of economic centers in surrounding states, and enhanced connections would open new opportunities for employment, healthcare, education and recreation.

CHALLENGES

The natural beauty and rugged terrain that are hallmarks of the state's western region also limit our ability to build new infrastructure and expand what already exists without negatively impacting the natural environment. Preserving the beauty of this region is



**2nd largest
Christmas tree producer**



**greatest
concentration of
arts and crafts
education in nation**

WESTERN REGION

CHALLENGES (CONT.)

key to our \$3 billion tourism industry, yet we must find a way to provide access and connections to and through this region.

The region continues to struggle as workers move away from small towns to high-growth urban centers for job opportunities and access to healthcare and education services. Infrastructure investments that increase the freight capacity and throughput potential in the area will have a significant impact on the region's ability to maintain current businesses and attract new ones.

Challenging terrain and deteriorating facilities present obstacles to moving freight along highway routes and rail corridors. With \$1 billion in agribusiness annually, the western region must find ways to expand rail access, which will provide opportunities to expand this industry and draw in new business.

RISK OF DOING NOTHING

If we do not invest in the infrastructure necessary to better connect the western region to economic centers within the state (Asheville, Charlotte, Winston-Salem, etc.) and to nearby economic centers such as Atlanta, Greenville/Spartanburg and Knoxville, the number of businesses and jobs in the region will decline rapidly. With GDP rates of \$294 billion, \$18.9 billion and \$35 billion respectively, lack of adequate connections to these economic centers will make it nearly impossible for western North Carolina to achieve its vision of a sustainable and thriving regional economy.

Without new investments to expand industrial rail access, freight movements throughout the region may become less efficient and less reliable. Growth in agribusiness will become flat, commercial warehouses will continue to move away, and businesses attracted to the quality of life unique to the region will ultimately decide to locate elsewhere. That would mean fewer jobs available for local residents.

\$3 billion tourism INDUSTRY

CHALLENGING TERRAIN and deteriorating facilities present obstacles to moving freight

INVESTING IN SOLUTIONS



Improve Interstate Connections

- Improve highway connections throughout the western region to attract business to North Carolina through expanded access to economic centers in Georgia, South Carolina and Tennessee.



Strengthen Highway Connectivity from Mountains to Coast

- Improve U.S. 74 to interstate standards from Asheville to Charlotte and from Charlotte to Wilmington to improve freight movements and in-state access to the Port of Wilmington.



Improve Intrastate Connections

- Improve highway connections from the western region to Asheville, Charlotte and Winston-Salem to support a growing tourism economy and provide greater access to healthcare services and job training opportunities.

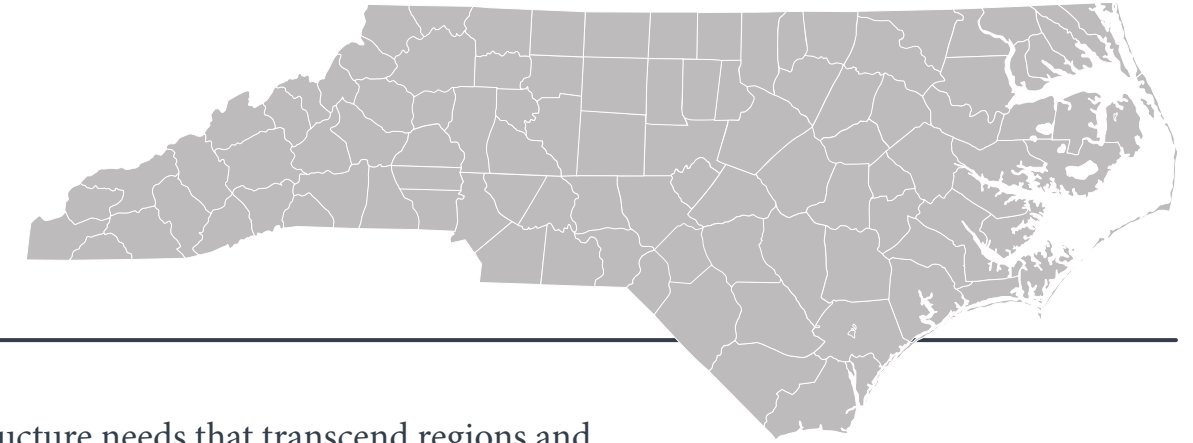


Enhance Industrial Rail to Support Freight and Economic Growth

- Provide industrial access to freight rail lines to accommodate expanding agribusiness and economic development needs while fully utilizing our multi-modal transportation system.



COMPREHENSIVE NEEDS



There are infrastructure needs that transcend regions and require comprehensive solutions. We must strengthen the maintenance of our existing roadways, improve public transportation networks including passenger rail service, expand bicycle and pedestrian networks and support greater broadband connectivity. This section of the plan addresses the importance and challenges of these infrastructure needs, examines the potential risks of ignoring these concerns and identifies strategic solutions.

IMPORTANCE

North Carolina is a great place to live, work and visit, and our state continues to see a significant increase in population and businesses every year. Nearly 10 million people call North Carolina home, an increase of 1.5 million in less than 10 years. As people make decisions about where to move, they often factor in the walkability of the area, local public transportation options and connectivity to education, healthcare and recreation options.

Our state is home to 21 Fortune 1,000 companies, and in 2013, *Forbes Magazine* ranked North Carolina the fourth best state in the nation for business. Recent tax code changes lowering tax rates will help attract even more new businesses to the state. As site selection experts increasingly make decisions based on available amenities, our state is poised to be a global economic powerhouse. Making the right investment in our transportation network will enhance the quality of life throughout North Carolina.

The many great things that attract people and companies to North Carolina also contribute to one of the state's biggest challenges, rapid population growth. In an era of "hyper-connectivity", North Carolina needs to be innovative in its approach to connecting all regions of the state to important economic, education, healthcare and recreation centers. We must plan for and invest in the infrastructure needed to support the nearly 12.5 million residents expected to call North Carolina home over the next 25 years.

**nearly
10 million
residents**



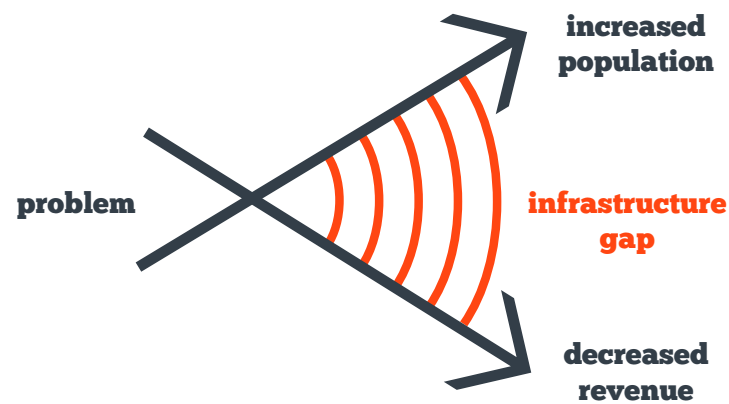
**4th best
state in nation for
business**

**21
Fortune 1,000
companies**

COMPREHENSIVE NEEDS

CHALLENGES

Overall funding levels for investments in transportation infrastructure are insufficient. In 2014, metropolitan and rural planning organizations and NCDOT identified more than 3,100 projects, totaling \$70 billion in infrastructure needs across all modes of transportation. With \$1.5 billion per year in funding available over the next 10 years, clearly, there is not enough money to support all of those needs. The largest portion of that available funding goes toward highways and bridges. North Carolina must find a way to financially support investments in all modes of transportation and be prepared to address emerging trends, such as fuel efficient/alternative fuel vehicles, autonomous vehicles, public-private partnerships and light rail systems.



RISK OF DOING NOTHING

To maintain a competitive advantage, North Carolina must invest in its existing infrastructure, while identifying deficiencies where new facilities are needed. Delays in the delivery of goods and services, inefficiencies in the movement of freight and lost time due to congestion during daily commutes come at a tremendous cost to the state. Certainly, there are direct financial considerations such as the \$6.5 billion lost by North Carolina travelers as they drive along roadways that require improvements. However, the most significant costs to the state will be lost wages, lost jobs, lost revenue and lost opportunities.

Our transportation network is at or beyond its capacity in some of the fastest growing regions of the state. In our smaller towns and rural counties, facilities are aging and in need of costly repairs. Inadequate investment in either will overwhelm North Carolina and create an unsafe, inefficient and uninviting environment.

North Carolina must **invest** in its **INFRASTRUCTURE**

our *transportation network* is at or **beyond its capacity** in some of the *fastest growing areas* of the **STATE**

INVESTING IN SOLUTIONS

Strengthen Maintenance of our Existing Facilities



- Evaluate and improve the prioritization system for funding maintenance projects to implement an authentic, needs-based program.
- As funding solutions are determined, ensure an increased percentage of revenue directed toward maintenance.
- Identify opportunities for using public-private partnerships to fund maintenance needs.

Improve Public Transportation Network including Passenger Rail



- Expand access to mass transit options in high-growth areas to accommodate a changing demographic and address congestion issues.
- Expand access to public transportation options for people in all regions of the state to accommodate local transportation needs and enhance the quality of life throughout the state.
- Expand access to passenger rail options in all regions of the state to accommodate a changing demographic, address congestion issues and meet regional transportation needs.

Expand Bicycle and Pedestrian Network Statewide

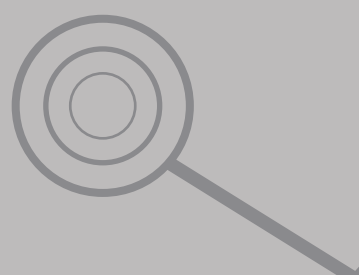


- Implement Walk/Bike NC, the North Carolina Statewide Pedestrian and Bicycle Plan, enabling the state to become a premier place for walking and bicycling.
- Continue the implementation of the North Carolina Complete Streets Policy to make it easier and safer for people to walk, bicycle, drive or use public transportation services.
- Support the completion of statewide and regionally significant bicycle and pedestrian systems in order to provide transportation options and promote the "great trails state" brand.

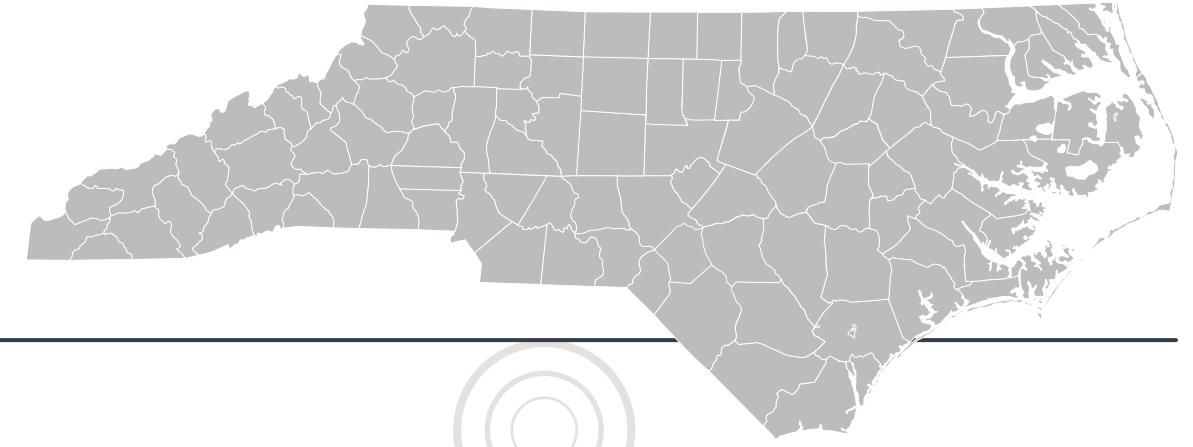
Support Greater Broadband Connectivity through Existing Right of Way



- Support the expansion of broadband access, using existing right of way where possible, to establish the foundation for connectivity required for intelligent transportation systems, support the growth of high-tech businesses, expand access to educational opportunities, and enhance global business connectivity.



INVESTING IN OUR VISION



IMPORTANCE

With STI's data-driven prioritization process increasing our efficiency in using Highway Trust Fund money to program close to 370 projects over the next 10 years, and a vision that maps our future and guides infrastructure investments over the next 25 years, we must now focus on investing in our vision.

North Carolina is rated number five by CNBC's America's Top States for Businesses 2014. We are consistently ranked among the best business climates in the nation by *Forbes*, *CNBC*, and *Chief Executive* and *Site Selection* magazines. Our low cost of living and high quality of life make North Carolina a magnet for recruiting and keeping a talented workforce. Currently, we are ranked number one in the southeast for manufacturing employment, and ninth overall in the United States. North Carolina is home to a 58-campus community college system, nationally recognized for its customized workforce training programs. Our 16-campus renowned university system is integral to North Carolina's strong research and development infrastructure and one of the most varied biotech sectors in the nation.

Because infrastructure is the backbone of North Carolina's economy, we cannot afford to let our system deteriorate, and we must build to anticipate future growth.

CHALLENGES

Already, North Carolina residents are paying out of pocket for insufficient transportation infrastructure in congestion costs (\$2 billion), vehicle operating costs (\$1.8 billion) and safety-related expenses, which equal approximately \$639.95 per taxpaying citizen. Costs for improvements on aging infrastructure are increasing rapidly, with Interstate 95 improvements alone projected to cost \$4.5 billion. Industries along the coast, such as commercial fishing, are already being diverted to competitor ports due to inadequate maintenance of shallow draft shipping channels. Older structures along the coast created a dangerous situation when residents were isolated from essential services during the Bonner Bridge closure in 2013. In addition, residents and travelers are at an increased safety risk as 13 percent of all traffic fatalities involve bicyclists and pedestrians.

At 80,000 miles, North Carolina maintains the second largest highway system in the nation. The state also maintains the second largest ferry system in the nation; 3,345 miles of rail lines; the Ports of Morehead City and Wilmington; the Charlotte and Piedmont Triad Inland Terminals; and the Global TransPark. In addition, North Carolina supports

GOAL:
stimulate
job growth
and generate an overall
positive
ECONOMIC
IMPACT

one of the most
varied biotech
sectors in the
United States

ranked
#1
in the southeast
for manufacturing
employment

INVESTING IN OUR VISION

CHALLENGES (CONT.)

72 publicly owned airports, 99 public transit systems, and more than 5,000 miles of planned bicycle and pedestrian routes throughout the state. Maintaining and growing these investments is critical to our state's continued success.

Future discussions about transportation funding will focus on the role of the state in supporting the costs of maintaining and building transportation infrastructure—Should there be a fee for service utility? Or, should there be a public service supported by taxes? More than 12.5 million people are projected to reside in North Carolina by 2040, and finding additional revenue to support our transportation needs will not be a simple task.

North Carolina provides a strategic transportation and logistics connection to markets throughout the region, nation and world. Historically, our transportation investments focused on building infrastructure that connected producers to markets. This basic principle still holds. However, today, producers and markets look different and are located in different areas of the state than in the past. In the world of geopolitics, our military installations continue to use facilities that allow them to deploy troops via land, sea and air. The freight industry continues to ship products up and down the east coast using deteriorating facilities like I-85/I-95. Tourists regularly overwhelm local transportation systems during peak seasons. We must support these industries through the maintenance and expansion of our transportation network.

RISK OF DOING NOTHING

If North Carolina does not reinvest in its transportation infrastructure and revisit how we generate revenue to build new infrastructure, our transportation network will become inefficient, unreliable and unsafe. As increased congestion limits access to essential services, creates hardships for businesses dependent on reliable movement of goods and services, and crash and fatality rates increase due to deficient facilities, businesses will choose to move to or locate in other states, taking jobs and economic development opportunities with them.

As infrastructure investments cease to address the needs of our growing population, industries will face great challenges. Agricultural businesses may not be able to grow and respond to changes in global demands for their products and services. Military installations will not be able to effectively deploy troops when needed. Tourist destinations may be increasingly difficult to reach, and vacationers will stop traveling to our most popular sites.


If we do not increase our investments in support of existing and needed infrastructure, North Carolina will fail to thrive.


MAINTAINING and **GROWING** these investments is **critical** to our **state's CONTINUED success.**

SUPPORT these industries through the **maintenance** and **expansion** of our **transportation network**

ALTERNATIVE FUNDING SOLUTIONS

P3 **Optimize Public-Private Partnerships**
 ◦ Optimize the use of public-private partnerships, innovative managed lanes and other fee-for-service projects.

 **Reduce Dependency on Federal Dollars**
 ◦ Reduce our dependency on federal dollars in preparation for a potential reduction in the federal transportation budget.

 **Take Advantage of Low Interest Rates**
 ◦ Take advantage of historically low interest rates to enhance our ability to fund projects with just-in-time bond strategies.

 **Present Revenue Recommendations**
 ◦ Present targeted revenue recommendations to the General Assembly for its action during the 2015 legislative session.



VISION FOR NORTH CAROLINA: MAPPING OUR FUTURE

With a new data-driven law and strategic focus through this 25-year vision, North Carolina is poised to be a global economic leader by using our transportation network to create jobs, grow the economy and improve the quality of life for all of our citizens.



STATE OF NORTH CAROLINA
GOVERNOR PAT McCRORY

North Carolina
DEPARTMENT OF TRANSPORTATION

NCVision25.gov

ImplementingVision@ncdot.gov

North Carolina Department of Transportation
1 South Wilmington Street
Raleigh, NC 27601

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McCrory wants to borrow \$1 billion for rural NC transportation projects

By Bruce Sicheloff

bsicheloff@newsobserver.com September 17, 2014

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- What \$1.49 billion in bonds might buy

These highway projects, mostly in rural areas, are on a draft list of NCDOT candidates to be financed with borrowed money.

Project	Location	Cost
N.C. 125	Martin County	\$13.4 million
U.S. 158	Northampton County	\$62 million
N.C. 43 connector	Craven County	\$11.4 million
N.C. 24	Sampson and Duplin counties	\$154.9 million
N.C. 42	Johnston County	\$20.3 million
Booker Dairy Road	Johnston County	\$9.4 million
Hunter Hill Road	Nash County	\$7.8 million
U.S. 301	Nash County	\$32.7 million
U.S. 401	Franklin and northern Wake counties	\$65.6 million
Fayetteville Outer Loop	Cumberland and Robeson counties	\$186.4 million
U.S. 311	Guilford County	\$16.1 million
N.C. 119	Alamance County	\$103.8 million
U.S. 220	Richmond County	\$128.3 million
Winston-Salem loop	Forsyth County	\$266.5 million
Derita Road	Cabarrus County	\$12.4 million
U.S. 221	Ashe County	\$76.1 million
U.S. 74	Cleveland County	\$179.7 million
N.C. 16	Catawba County	\$55.5 million
N.C. 273	Gaston County	\$21 million
U.S. 221	McDowell County	\$42.2 million
N.C. 107	Jackson County	\$19.7 million

Source: NCDOT

Gov. Pat McCrory said Wednesday he wants the state to borrow more than \$1 billion to “kick-start” a raft of mostly rural transportation projects.

“Our small towns are still struggling,” McCrory told an audience in Greenville. “And our major emphasis in economic development is going to be put toward our towns, you know, from 10 to 50 thousand people.”

The governor and Transportation Secretary Tony Tata traveled to four cities from Wilmington to Asheville to unveil a 25-year plan for rail, port, transit and highway investments across the state. Urban area priorities, such as mass transit and freeway upgrades, were included in McCrory’s “25-Year Vision for North Carolina.”

But when the governor said he would ask the 2015 General Assembly to approve revenue bonds to pay for a list of 21 or 22 projects, he said this borrowed money would be steered away from the larger cities. The major metropolitan areas are growing and enjoying economic revival, he said, while rural areas are in decline.

“We’ve looked at some specific projects where we think these bonds will speed up projects which really have been sitting on the sidelines,” McCrory said. “They’re projects ready right now.”

The projects tentatively targeted to receive bond funds, released late Wednesday by the state Department of Transportation, included urban loops in Fayetteville and Winston-Salem, along with rural highway improvements across the state. The only Triangle projects were U.S. 401 in Franklin and northern Wake counties, and N.C. 42 and Booker Dairy Road in Johnston County.

There appeared to be no overlap between the bond list and the statewide priorities spelled out in the governor’s 25-year plan. It included a new interstate route through rural northeastern counties to the economic hub in Virginia’s Hampton Roads area.

“If you go to Elizabeth City right now, which has a fairly high unemployment rate, we think the best opportunity for that region is to connect with Virginia and that economic center,” McCrory said.

McCrory also targeted two other highways to be upgraded to interstate standards: U.S. 74 from Asheville through Charlotte to Wilmington, and U.S. 70 in the eastern part of the state.

A long-sought multibillion-dollar overhaul for Interstate 95 was not on the governor's list, nor was a stretch of U.S. 64 from Cary to Asheboro that DOT previously has targeted for an interstate upgrade.

Citing a forecast for steady population growth that will give North Carolina 12.5 million residents by 2040, McCrory's plan says the state will need new revenue streams to replace or bolster the per-gallon gas tax, which is generating less money as Americans switch to cars that burn less gas or use alternate fuels.

McCrory said he will recommend new transportation revenue sources to the 2015 General Assembly – possibly in conjunction with a cut in the gas tax – to address needs expected to cost between \$94 billion and \$123 billion by 2040.

McCrory's transportation plan (online at NCVision25.gov) divides most of his proposals into four regions, including:

- Coastal: Replace old bridges (such as the Bonner Bridge over Oregon Inlet) and stabilize inlets and navigation channels. Promote beach nourishment to protect infrastructure, such as N.C. 12 on the Outer Banks, which is slated to receive a buffer of beach sand at Rodanthe. Upgrade the Morehead City and Wilmington ports.
- Eastern: Improve rail and road links from the two ports to Interstate 95, military bases and the Global Transpark at Kinston. Bring U.S. 70 to interstate standards for shorter travel times and easier freight movement. Bring parts of U.S. 17 and U.S. 64 to interstate standards as part of a new freeway to Hampton Roads.
- Central: Expand light rail and other mass transit options in high-growth urban areas "to address the needs of a changing demographic, congestion and land development concerns." Improve road and rail access to Charlotte's inland ports and to the Piedmont Triad International Airport logistics hub near Greensboro. Continue interstate and other road improvements to ease the flow of freight and commuter traffic.
- Western: Strengthen interstate links to economic centers in neighboring Georgia, South Carolina and Tennessee. Improve industrial access to rail lines and highway routes to Charlotte and Winston-Salem.

How to pay for it

Other items include statewide improvements to public transportation – such as passenger train service, bicycle and pedestrian facilities – and public access to a broadband communications network along highway rights of way.

Julie White, who lobbies for cities as executive director of the N.C. Metropolitan Mayors Coalition, said she had not had a chance to study the list of mostly rural bond projects. She praised McCrory's overall 25-year plan.

"It's an exciting vision," White said. "It encompasses all modes of transportation. The real question is how we're going to pay for it. Where's the money going to come from?"

If the General Assembly agrees next year, the state would issue revenue bonds to speed the start of projects that are ready or nearly ready to start construction, Tata said. The targeted projects would be expected to generate 20,000 to 70,000 jobs, depending on how employment is calculated, he said.

"It would be a loan, essentially, capitalizing on low interest rates," Tata said. "The criteria for the projects would be that they have their permits complete and they would be ready to go within a year of approval of the bonds."

McCrory said his new plan represents a shift away from politically driven highway spending.

"It's taking, basically, the politics out," McCrory said in Greenville. "And looking at the data for where we can create jobs, where we can save lives, and where we can create opportunity."

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**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 3 (a)

Meeting Date: October 6, 2014	<input type="checkbox"/>	Information Only	<input checked="" type="checkbox"/>	Public Comment
	<input type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input checked="" type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
	<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue
	<input type="checkbox"/>			

SUBJECT: Public Hearing - Small Cities Community Development Block Grant Program (CDBG) for Economic Development Projects

DEPARTMENT: Economic Development

PUBLIC HEARING: Yes

CONTACT PERSON: John Swope, Economic Developer
Skip Green, Skip Green & Associates, Inc. (grant consultant)

PURPOSE: To hold second required public hearings for CDBG grant funding

ATTACHMENTS: Advertisement, CDBG Policies

BACKGROUND: Sampson County is interested in seeking funds from the State's Small Cities Community Development Block Grant Program (CDBG). The Chairman should open the hearing and call upon Mr. Swope and Mr. Green, who will discuss the planned uses for the grant funds.

The CDBG-ED application will seek a \$542,425 CDBG-ED grant to be used with a \$450,000 Golden Leaf grant, a \$781,500 Infrastructure Program - Rural Economic Development Division, NC Department of Commerce grant, and \$39,075 local funds to finance the construction of: (1) extending approximately 5,500 LF of 12-inch water main from the intersection of NC403 and Burch Road to the beneficiary's site; and (2) a 500,000 gallon elevated water storage tank.

The floor should then be opened for comments. After closing the hearing, the Board should consider authorizing the submittal of the application and adopting the required CDBG program policies. Even though the project will not result in relocation activities, CDBG program policies will include a Non-Residential Displacement Plan that provides for funds if individuals are displaced as a result of project activities.

RECOMMENDED ACTION OR MOTION: Authorize submission of the grant and approve the attached associated policies

Public Hearing – Small Cities Community Development Block Grant (CDBG-ED)

Sampson County will hold a Public Hearing on a proposed Small Cities Community Development Block Grant - Economic Development (CDBG-ED) Application to be submitted to the Commerce Finance Center, North Carolina Department of Commerce for funding consideration. The CDBG-ED application will seek a \$292,425 CDBG-ED grant (19%) to be used with a \$450,000 (29%) Golden Leaf grant, a \$781,500 (50%) Infrastructure Program - Rural Economic Development Division, NC Department of Commerce grant, and \$39,075 (2%) local funds to finance the construction of: (1) extending approximately 5,500 LF of 12-inch water main from the intersection of NC403 and Burch Road to the beneficiary's site; and (2) a 500,000 gallon elevated water storage tank. Proposed public water infrastructure will be owned, operated and maintained by Sampson County.

The CDBG-ED project beneficiary is Enviva Pellets Sampson, LLC (Enviva) that will construct and operate a \$95,000,000 million (taxable) wood pellet processing facility on a 200 acre industrial site located at the I-40 Exit 344. Proposed project infrastructure is required to meet the company's potable, process and fire protection water needs. Enviva will create 79 new full-time employment opportunities for area residents within twenty-four months of the anticipated CDBG-ED grant award with a \$36,682 average annual wage. At least 60% of the new jobs will be filled by individuals from households having Low or Moderate income prior to being employed.

After the public hearing is closed, the Sampson County Board of County Commissioners in its regular session will consider authorizing the submittal of the application and adopting required CDBG program policies. Even though the project will not result in relocation activities, CDBG program policies will include a Non-Residential Displacement Plan that provides for funds if individuals are displaced as a result of project activities.

Sampson County will conduct the Public Hearing on Monday, October 6, 2014 at 7:00 PM, at the Sampson County Auditorium, 435 Rowan Road, Clinton, North Carolina. The purpose of this Hearing is to explain the proposed CDBG application and obtain citizen input. Written comments received prior to the opening of the Public Hearing will be considered. Written comments may be sent to Edwin Causey, County Manager, 406 County Complex Road, Clinton, North Carolina 28328.

This information is available in Spanish or any other language upon request. Please contact Edwin Causey, County Manager, at (910) 592-6308 or at County Manager's Office, Sampson County Administration Building, 406 County Complex Road, Clinton, North Carolina 28328 for accommodations for this request.

Esta información está disponible en español o en cualquier otro idioma bajo petición. Por favor, Edwin Causey, County Manager, at (910) 592-6308 or at County Manager's Office, Sampson County Administration Building, 406 County Complex Road, Clinton, North Carolina 28328 póngase en contacto con de alojamiento para esta solicitud.

**RESOLUTION REGARDING SAMPSON COUNTY'S
APPLICATION
FOR COMMUNITY DEVELOPMENT BLOCK GRANT
ECONOMIC DEVELOPMENT FUNDS**

WHEREAS, the Sampson County Board of County Commissioners has previously indicated its desire to assist in economic development efforts within the County; and,

WHEREAS, the Sampson County Board of County Commissioners has held two public hearings concerning the State of North Carolina's Small Cities Community Development Block (CDBG) Program and a proposed application for Community Development Block Grant funding to benefit Enviva Pellets Sampson, LLC new pellet manufacturing facility; and,

WHEREAS, the Sampson County Board of County Commissioners wishes the County to pursue a formal application for a \$292,425 Community Development Block Grant to assist in the construction of: (1) extending approximately 5,500 LF of 12-inch water main from the intersection of NC403 and Burch Road to the beneficiary's site; and (2) a 500,000 gallon elevated water storage tank and commits to invest monies to complete the water improvement project including a \$450,000 Golden Leaf Economic Catalyst Grant and a \$781,500 Rural Economic Development Division, North Carolina Department of Commerce Infrastructure Grant; and,

WHEREAS, the Sampson County Board of County Commissioners certifies it will meet all federal regulatory and statutory requirements of the Small Cities Community Development Block Grant Program,

NOW, THEREFORE BE IT RESOLVED, by the Sampson County Board of County Commissioners, Sampson County is authorized to submit a formal application to the North Carolina Department of Commerce for approval of a Community Development Block Grant for Economic Development grant to benefit Enviva Pellets Sampson, LLC.

Adopted October 6, 2014.

Jefferson Strickland, Chairman

SEAL

Susan Holder, Clerk to the Board

**A RESOLUTION TO ADOPT
POLICIES AND GUIDELINES FOR
THE COUNTY OF SAMPSON
SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS**

Whereas, Sampson County is applying for a Small Cities Community Development Block Grant (CDBG) administered by the North Carolina Department of Commerce, and

Whereas, the use of these funds requires that specific policies and guidelines be used.

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

1. Sampson County adopts the following attached policies and guidelines for Sampson County's CDBG Programs.
 - Citizen Participation Plan
 - Section 3 Plan
 - Equal Opportunity and Procurement Plan
 - Procurement Policy
 - Code of Conduct
 - Residential Antidisplacement and Relocation Assistance Policy
 - Section 519 Policy
 - Property Acquisition Policy
 - Labor Standards Officer
 - Section 504 Compliant/Procedure
 - Fair Housing
 - Language Access Plan

2. The County of Sampson adopts the following attached policies and guidelines for the County of Sampson CDBG-ED Enviva Pellets Sampson, LLC Project.
 - CDBG Assessment Policy

Adopted October 6, 2014.

Jefferson Strickland, Chairman

SEAL

Susan Holder, Clerk to the Board

County of Sampson Community Development Block Grant Program Citizen Participation Plan

I. CITIZEN PARTICIPATION PLAN:

This plan describes how the County of Sampson will involve citizens in the planning, implementation and assessment of the Community Development Block Grant (CDBG) program. The funds must be used for projects which benefit low and moderate-income persons and aids in the elimination and prevention of slums and blight. The program is intended to assist governments in understanding neighborhood improvement programs. The regulations give ultimate responsibility for the design and implementation of the program to local elected officials and also requires that citizens be given an opportunity to serve in a key advisory role to these elected officials.

II. SCOPE OF CITIZEN PARTICIPATION:

Citizens will be involved in all stages of the CDBG program, including program implementation, assessment of performance and design of changes in the Citizen Participation Plan. There will be three (3) general mechanisms for their involvement:

1. To serve as an advisory committee to the project;
2. To attend or hold public hearings or community meetings; and
3. To provide individual citizen efforts in the form of comments, complaints or inquiries submitted directly to the Program Administrators or designated County official.

III. PROGRAM IMPLEMENTATION:

Citizen participation in program implementation will occur primarily through consultation with the County. The County will be asked to review and comment on specific guidelines for approved projects. They will also meet to review any program amendments, budget revisions and program modifications. All such changes will be discussed with the County and their comments considered prior to taking action. If program amendments require approval from the North Carolina Department of Commerce, a public hearing shall be held specifically on the amendment. Citizens may also be involved in implementation of projects specifically requiring citizen participation, such as self-help projects. Their roles will be defined as the project develops. Technical assistance will be available as needed.

IV. PROGRAM ASSESSMENT:

Program assessment activities by citizens will occur in a variety of ways. A performance hearing will be held thirty to sixty (30 to 60) days prior to the start of planning for the next program year. The Program Amendment will be asked to provide citizen commentary for the Grantee Performance Report.

Citizens shall be involved in the determination of priorities and community needs. The views and proposals of citizens concerning community needs and priorities, especially the views of

low and moderate income persons and members of minority groups shall be solicited through two public hearings held prior to the submission of a CDBG Application.

Adequate notice of public hearings shall be provided in a timely manner and in such a way as to make them accessible and understandable to all citizens. Notices for required public hearings shall appear in the nonlegal section of a local newspaper at least once prior to the date of the public hearing. Notices shall be published not less than ten days nor more than twenty-five days before the date fixed for the hearing. Such notices shall indicate the time, date, place and a brief description of the topic of the public hearing.

During these public hearings citizens shall be encouraged to submit views and proposals regarding community needs. Comments may be either oral or written.

Citizens are invited to submit comments on all aspects of program performance throughout the program year. Written comments may be presented at public hearings or they may be mailed in for consideration prior to the hearing. In any case, written comments for public hearing consideration must be received no later than the date and prior to the time of the public hearing.

All comments should be addressed to:

Edwin Causey, Manager
County of Sampson
Post Office Box 257
Clinton, North Carolina 28329

The Citizen Participation Plan will be subject to annual review and proposed revision, to occur in the period between the performance hearing and the public hearing on the subsequent year's application.

V. PUBLIC INFORMATION:

The County of Sampson will also undertake public information efforts to promote citizen participation. These efforts will include the following:

- REQUIRED PUBLIC HEARINGS**
1. **Planning Stage.** Prior to the preparation of an application a public hearing shall be held to explain the CDBG program and obtain views and proposals of citizens in regard to community development needs.
 2. **Application Stage.** Prior to the submission of a CDBG application a public hearing shall be held to explain the CDBG proposed application's activities, design, impact and costs. Citizen views and comments obtained at this public hearing will be considered for incorporation into the final CDBG application.

3. **Amendment Process.** A public hearing will be held in accordance with North Carolina Department of Commerce, CDBG Rule .0910 of Subchapter 13L prior to the submission of an amendment if it is required by the Commerce Finance Center.
4. **Annual Program Assessment.** A performance hearing will be held 30 to 60 days prior to the start of planning for the next program year. Citizens will be invited to submit comments on all aspects of program performance through the program year. This hearing will include comments on the performance of the Citizen Participation Plan.
5. **Project Closeout.** During the grant closeout period the County will hold a public hearing to assess the program's performance. All public hearings shall be conducted with freedom of access for all citizens.

If citizens require technical assistance to understand any aspect of the CDBG program they are to contact the County. The County will utilize the CDBG program's "Language Access Plan" to provide interpreters for any non-English speaking and/or deaf resident requiring a translator to understand or comment on the CDBG program.

VI. PUBLIC FILE:

As provided in Rule .0911 of Subchapter 19L, North Carolina Community Development Block Grant Program Regulations, the County shall make public Community Development records and information consistent with applicable State and local laws regarding personal privacy and obligations of confidentiality.

A Public File containing program documentation will be available for review at the Sampson County Economic Development Commissions Office, Suite 130, 406 County Complex Road, Clinton, North Carolina during normal business hours. Included will be copies of the Application, Environmental Review Record, the Citizen Participation Plan and the Annual Performance Report. Other program documents are also available for citizen review on request at the Economic Development Commissions office consistent with applicable State and local laws regarding personal privacy and obligations of confidentiality.

Documents shall be on file for public inspection.

TYPES OF DOCUMENTS AVAILABLE FOR REVIEW

1. Mailings and promotional materials;
2. Records of public hearings; Key documents including the application, letters of approval, grant agreement, written Citizen Participation Plan, performance reports, other reports required by the Commerce Finance Center.
3. Copies of the regulations, notices, transmittals, and issuance's governing the CDBG program; and
4. Documents regarding other important program requirements such as contracting procedures, environmental policies, fair housing, and other equal opportunity requirements, relocation provisions, and the A-95 review process.

Copies of these documents are subject to a copy fee of .25 cents per page.

All information contained in CDBG files other than the preceding listed information, **NAMELY information pertaining to the employment, income, bank deposits and other assets,**

martial status, and total assets of beneficiary (ies) employees (seeking employment, hired and/or retained) and the economic development beneficiary (ies), will be maintained in accordance with the requirements of G.S. 160A-168 and will be open to public inspection only in the following cases:

1. The Chairman of the County Board of County Commissioners, County Commissioner, County Manager, and County Attorney may examine all materials on file.
2. By court order of competent jurisdiction, designated person may examine all material on file.
3. An official of an agency of the State or Federal government, or any political subdivision of the State, may inspect any portion of the file when such inspection is deemed by County Officials as listed above as necessary and essential to the pursuance of a proper function of the inspecting agency.

Each individual requesting access to confidential information will be required to submit satisfactory proof of identity; and a record will be made of each disclosure and placed in the respective file.

VII. TECHNICAL ASSISTANCE

Technical Assistance will be provided to citizen organizations and groups of low/moderate income persons or target area residents upon request to the County of Sampson. Such assistance will support citizen efforts to develop proposals, define policy and organize for the implementation of the program. It is expected that such assistance will be provided directly by the County in response to their request. Assistance could be provided in the form of local presentations, informational handouts, research of a specific issue or other short-term efforts.

VIII. GRIEVANCE PROCEDURE:

The County will use the following procedures to process citizen complaints. Citizens may make comments at any point in the program including planning, implementation and closeout. The County will respond in writing to written citizen comments. Citizen comments should be mailed to:

Edwin Causey, Manager County of Sampson Post Office Box 257 Clinton, North Carolina 28329

The County shall respond in writing to written comments within ten (10) calendar days after the receipt of the comments. The response shall outline the action taken regarding the comments and the reasons for the action.

If the response is unsatisfactory, the complainant should write directly to Jefferson Strickland, Chairman at the above address. He shall respond within ten (10) days.

If the citizen is still dissatisfied, he/she should write to North Carolina Department of Commerce, Commerce Finance Center, 4318 Mail Service Center, Raleigh, North Carolina 27699-4318, Attention: Program Representative, requesting an investigation of the problem. Program staff

will also be available during normal business hours to respond to any citizen inquiries or complaints.

Adopted October 6, 2014.

Jefferson Strickland, Chairman

SEAL

Susan Holder, Clerk to the Board

**County of Sampson
Community Development Block Grant Program
Local Jobs Initiative
Section 3 Plan
Local Economic Benefit for Low- and Very Low-Income Persons
October 6, 2014 – October 1, 2016**

I. APPLICATION AND COVERAGE OF POLICY

The County of Sampson is committed to the policy that, to the greatest extent possible, opportunities for training and employment be given to lower income residents of the community development project area and contracts for work in connection with federally assisted community development project be awarded to business concerns located or owned in substantial part by persons residing in the Section 3 covered area, as required by Section 3 of the Housing and Urban Development Act of 1968, the County of Sampson has developed and hereby adopts the following Plan:

The County will comply with all applicable provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended (24 CFR Part 135), all regulations issued pursuant thereto by the Secretary of Housing and Urban Development, and all applicable rules and orders of the Department issued thereunder

This Section 3 covered project area for the purposes of this grant program shall include the County of Sampson.

The County will be responsible for implementation and administration of the Section 3 plan. In order to implement the County policy of encouraging local residents and businesses participation in undertaking community development activities, the County will follow this Section 3 plan which describes the steps to be taken to provide increased opportunities for local residents and businesses

This Section 3 Plan shall apply to services needed in connection with the CDBG grant including, but not limited to, businesses in the fields of planning, consulting, design, building construction/renovation, maintenance and repair, etc.

When in need of a service, the County will identify certified Section 3 business suppliers, contractors or subcontractors located in the Section 3 area. Resources for this identification shall include the North Carolina Division of Community Investment (CI) , Compliance staff and the North Carolina Department of Administration Interactive Procurement System (IPS)'s "Search for Registered Vendors" link.

The County will include the Section 3 clause and this plan in all contracts executed under this Community Development Block Grant (CDBG) Program. Where necessary, listings from any agency noted above deemed shall be included as well as sources of

subcontractors and suppliers. The Section 3 Plan shall be mentioned in the pre bid meetings and preconstruction meetings.

The prime contractor selected for major public works facility or public construction work will be required to submit a Section 3 Plan which will outline his/her work needs in connection with the project. Should a need exist to hire any additional personnel, the Sampson County Employment Security Commission shall be notified and referred to the contractor.

Each contract for housing rehabilitation under the program, as applicable, for jobs having contracts in excess of \$100,000 shall be required to submit a Section 3 Plan. This Plan will be maintained on file in the grant office and shall be updated from time to time or as the grant staff may deem necessary.

Early in our project, prior to any contracting, major purchases or hiring, we will develop a listing of jobs, supplies and contracts likely to be utilized during the project. We will then advertise the pertinent information regarding the project including all Section 3 required information. Community Investment and Assistance (CI) will be contacted with the Bid Materials to distribute the information throughout their list serve to reach out the communities.

II. AFFIRMATIVE ACTIONS FOR RESIDENT AND BUSINESS PARTICIPATION

The County will take the following steps to assure that low income residents and businesses within the community development project area and within Sampson County are used whenever possible:

(Describe below)

1. The County will directly solicit Section 3 businesses using CI and IPS certified Section 3 business listings.
2. Assure that potential construction bidders make a “best faith” effort to use certified Section 3 businesses using CI and IPS data bases.

Please check the methods to be used for the Section 3 program in your community:

The County will place a display advertisement in the local newspaper containing the following information:

- i. A brief description of the project
- ii. A listing of jobs, contracts and supplies likely to be utilized in carrying out the project.
- iii. An acknowledgement that under Section 3 of Housing and Community Development Act, local residents and businesses will be utilized for jobs, contract and supplies in carrying out the project to the greatest extent feasible.

Residents and businesses will be encouraged to participate in applicable state, federal, and/or community action agencies job training programs that may be offered in the area.

Low income residents and businesses will be informed and educated regarding employment and procurement opportunities in the following ways:

- i. Advertisement in the local newspaper
- ii. Posting of Section 3 Plan at the County Office Complex
- iii. County Board of County Commissioners meeting when project activities and schedules are discussed

The County will, to the greatest extent feasible, utilize lower income area residents as trainees and employees:

1. Encourage rehabilitation contractors to hire local area residents
2. Encourage public works contractors to hire local area residents

The County will, to the greatest extent feasible, utilize businesses located in or owned in substantial part by persons residing in the area

1. Contract with local contractors to perform demolition activities, and housing rehabilitation activities.
2. Encourage public improvement contractors to hire local residents for site clearance work, hauling materials, and performing other site improvements.
3. Encourage all contractors to purchase supplies and materials from the local hardware and supply stores

III. RECORDS AND REPORTS

The County will maintain such records and accounts and furnish such information and reports as are required under the Section 3 regulations, and permit authorized representatives of the North Carolina Department of Commerce, and federal agencies access to books, records, and premises for purposes of investigation in connection with a grievance or to ascertain compliance with this Section 3 Plan.

The County shall report annually the Section 3 numbers using the form HUD 60002 to the North Carolina Department of Commerce at the end of the calendar year as part of the Annual Performance Report (APR).

IV. MONITORING COMPLIANCE

The County may require each applicable contractor to provide a copy of the Section 3 Plan and will monitor compliance during the performance of the contract. Copies of all advertisements, notice, and published information will be kept to document the implementation of the plan.

V. COMPLAINTS CONTACT

Please provide the main contact in case that any complaint is received from the general public on Section 3 compliance (including name, phone number, address, and email):

Edwin Causey, Manager
County of Sampson
406 County Complex Road
Clinton, North Carolina 28328
Phone: 910-592-6308
ecausey@sampsonnc.com

Adopted October 6, 2014.

Jefferson Strickland, Chairman

SEAL

Susan Holder, Clerk to the Board

**County of Sampson
Community Development Block Grant Program
Equal Employment and Procurement Plan**

The County of Sampson maintains the policy of providing equal employment opportunities for all persons regardless of race, color, religion, sex, national origin, handicap, age, political affiliation, or any other non-merit factor, except where religion, sex, national origin, or age are bona fide occupation qualifications for employment.

In furtherance of this policy, the County of Sampson prohibits any retaliatory action of any kind taken by any employee of the locality against any other employee or applicant for employment because that person made a charge, testified, assisted or participated in any manner in a hearing, proceeding or investigation of employment discrimination.

The County of Sampson shall strive for greater utilization of all persons by identifying previously underutilized groups in the workforce, such as minorities, women, and the handicapped, and making special efforts toward their recruitment, selection, development and upward mobility and any other term, condition, or privilege of employment.

Responsibility for implementing equal opportunities and affirmative action measures is hereby assigned to the County's County Manager to assist in the implementation of this policy statement.

The County of Sampson shall develop a self-evaluation mechanism to provide for periodic examination and evaluation. Periodic reports as requested on the progress of Equal Employment Opportunity and Affirmative Action will be presented to the Chairman of the County of Sampson County Council.

The County of Sampson is committed to this policy and is aware that with its implementation, the County will receive positive benefits through the greater utilization and development of all its human resources.

Adopted October 6, 2014.

Jefferson Strickland, Chairman

SEAL

Susan Holder, Clerk to the Board

County of Sampson Community Development Block Grant Program Procurement Policy

The County of Sampson (County) shall use the following guidelines in the procurement of services and supplies, which will be financed whole or in part by Federal funds as applicable by program regulations.

1. OFFICE SUPPLIES AND EQUIPMENT

The County will use the Small Purchase Procedure for the procurement of supplies (aggregate shall not exceed \$10,000). The County shall prepare a list of the supplies that are anticipated to be needed during the startup and course of the project. This list will be given to at least three vendors in the general area. The County shall select the supplier/vendor based upon the low bid for the total purchase.

2. PROFESSIONAL SERVICES

The County shall use the Competitive Negotiation Procedure for the procurement of professional services. The following guidelines will apply:

- a. A notice soliciting professional service proposals will be placed in a newspaper with local circulation at least 14 days prior to the selection date.
- b. A Request for Proposal will be developed and sent to at least three interested firms or individuals known to provide the solicited professional services. The Request will follow the procurement guidelines as expressed by Federal program guidelines and set forth clearly the requirements that the offeror shall be expected to fulfill.
- c. Proposals must contain cost of service expressed as a lump sum cost or a not to exceed cost with hourly rates. Note: Engineering firms are **exempt** from having to include a lump sum or not-to-exceed statement in their proposals.
- d. An adequate number of responses from qualified sources must be received in order to proceed with the selection process. If this is not the case, then the County must follow the above-described procedure for a second time and expand the area of circulation of the advertisement. On the second solicitation, any response may be reviewed for selection, but the County need not be obligated to accept the single proposal and may elect to begin the process again.

- e. Awards will be made to the responsible firm/person having the ability to perform successfully under the terms and conditions of the proposed procurement. Factors to be considered in the award of contract include: contractor integrity; record of past performance, experience; education; familiarity with the subject matter and with the County, etc. Contract award cannot be based upon evaluation of cost of service alone. Once a candidate has been selected, the County at its option may negotiate the cost of service.

Proposals will be reviewed on the following bases.

1. CONTENT REVIEW: Each proposal received will be evaluated to determine how the respondent addressed the scope of services. Review should include a look for clarity, project understanding, feasibility and staffing qualifications to administer the service. The proposal which most clearly meets this review should be ranked highest and should receive a 20 point score. The average proposal should receive a 10 point score. Proposals which contain poor contents should receive a 1 point score. If no proposal is assessed to have superior contents or exceptionally poor contents, the rankings should be consistent at 5 points.
2. PERFORMANCE REVIEW: Proposals should be reviewed and reference calls should be made to assess past performance. The individual/firm determined to have the most superior performance based upon successfully working on similar projects will receive a 20 point score. Average performance should receive a 10 point score. Poor performance should receive a 1 point score. If no proposal is assessed to have superior contents or exceptionally poor contents, the rankings should be consistent at 5 points.
3. BONUS POINTS: Bonus points may be assigned to the scores as applicable for the following:
 - a) Disadvantaged firms (minority ownership at least 51% of business) 1 point
 - b) Small Business (<\$100,000 annually) 1 point
 - c) Local Business (Section 3 Area) 1 point
 - d) Section 3 Business 1 point
4. COST OF SERVICE: Cost of service shall be negotiated with the firm selected on the basis of the above criteria.

The County shall negotiate price with the firm having the highest ranking. In the event that a price cannot be negotiated with the highest-ranking firm, the County will negotiate with the firm having the next highest ranking. This process will continue until a reasonable price has been negotiated with the professional firm having the highest point total. At this time the firm will be awarded the contract. The County has the right to reject any or all proposals.

3. CONTRACTUAL SERVICES OVER \$2,000:

These services, including but not limited to contractors for public works activities and housing rehabilitation, shall be secured through the bidding procedure as outlined in OMB Circular A-102, Attachment O.

Adopted October 6, 2014.

Jefferson Strickland, Chairman

SEAL

Susan Holder, Clerk to the Board

**County of Sampson
Community Development Block Grant Program
Code of Conduct**

No employee, officer or agent of the County shall participate in the selection, or in the award of administrative purchases or conflicts if a conflict of interest, real or apparent, would be involved. Such conflict would arise when:

- a. the employee;
- b. officer or agent;
- c. any member of his/her immediate family;
- d. his or her partner; or
- e. an organization that employs, or is about to employ, any of the above,

has a financial or other interest in the firm selected for award.

The grantee's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to sub agreements.

Acceptance of gifts, other than items of nominal value such as advertising novelties, is prohibited. Officials shall not become obligated to any vendor and must not conclude any County transaction from which they may personally benefit.

Violators of the above standards will be subject to disciplinary action up to and including dismissal and/or prosecution to the extent permitted by State and local regulations.

Adopted October 6, 2014.

Jefferson Strickland, Chairman

SEAL

Susan Holder, Clerk to the Board

**County of Sampson
Community Development Block Grant Program
Guideform Residential Antidisplacement and Relocation Assistance Plan Under
Section 104 (d) of the Housing and Community Development Act of 1974 as
Amended**

The County of Sampson (County) recognizes that during the course of administering a CDBG program it sometimes becomes necessary to relocate businesses and residences, as applicable. In the event that it should become necessary, the following Plan is provided as a guideform for any antidisplacement or relocation assistance that may be required.

UNDER THIS PLAN THE COUNTY will replace all occupied and vacant occupiable low/moderate-income dwelling units demolished or converted to a use other than as low/moderate-income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described in 24 CFR 570.606(b)(1).

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, the County will make public and submit to the North Carolina Department of Commerce the following information in writing.

1. A description of the proposed assisted activity.
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low/moderate income units as a direct result of the assisted activity.
3. A time schedule for the commencement and completion of the demolition or conversion.
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units.
5. The source of funding and time schedule for the provision of replacement dwelling units.
6. The basis for concluding that each replacement dwelling unit will remain a low/moderate income dwelling unit for at least 10 years from the date of initial occupancy.

The County will provide relocation assistance as described in its adopted "Optional Coverage Relocation Policy" and as described in the Housing and Community Development Act of 1974, as amended, as described in 24 CFR 570.606(b)(2) to each household displaced by the demolition of housing or by the conversion of a dwelling to another use as a direct result of CDBG assisted activities.

Consistent with the goals and objectives of activities assisted under the Act, the County will take the following steps to minimize the displacement of persons from their homes:

STEPS TO MINIMIZE THE DISPLACEMENT OF PERSONS FROM THEIR HOMES

1. Prior to the initiation of public work activities the County will emphasize the approval of routes that will not result in the displacement of persons from their homes. Prior to considering the approval of a public works project that will displace a person from their home, the County's engineering firm will provide a description of alternate design (route) considerations and why the proposed route that will displace a person from their home(s) is the best option.

In the event that the displacement of persons from their homes does occur, the County will follow procedures of 49 CFR Part 24 "*Uniform Relocation Assistance and Real Property Acquisition Regulations for Federal and Federally Assisted Programs; Final Rule and Notice*" regulations and its adopted "Optional Coverage Relocation Policy" as may be applicable to the individual situation.

Adopted October 6, 2014.

Jefferson Strickland, Chairman

SEAL

Susan Holder, Clerk to the Board

**County of Sampson
Community Development Block Grant Program
Resolution to Prohibit Excessive Force By Law Enforcement
Section 519**

Whereas, the County of Sampson is applying for a Small Cities Community Development Block Grant (CDBG) administered by the North Carolina Department of Commerce, and

WHEREAS, the Small Cities Community Development Block Grant Program requires that the County has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies in accordance with Section 519 of Public Law 101-144, (the HUD Appropriations Act).

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

1. As policy the County of Sampson prohibits the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations and will enforce this policy as permitted by applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction in accordance with Section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act).

Adopted October 6, 2014.

Jefferson Strickland, Chairman

SEAL

Susan Holder, Clerk to the Board

**County of Sampson
Community Development Block Grant Program
Section 519 Certification**

County of Sampson

Grantee

406 County Complex Road, Clinton, North Carolina 28328

Grantee's Address

I hereby certify that the County of Sampson has adopted and will enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations and has adopted and is enforcing a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction in accordance with Section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act).

Jefferson Strickland, Chairman

-
Typed Name and Title of Certifying Official

SEAL

Signature of Certifying Official

October 6, 2014

Date

**County of Sampson
Community Development Block Grant Program
Property Acquisition Policy**

Whereas, the County of Sampson is applying for a Small Cities Community Development Block Grant (CDBG) administered by the North Carolina Department of Commerce, and

WHEREAS, the acquisition of real property, easements, and rights of way are eligible activities under the rules and regulations regarding the Community Development Block Grant Program administered by the State of North Carolina.

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

1. The County of Sampson will follow the procedures outlined in Section .0301 of the North Carolina Community Development Block Grant Program Regulations (15 NCAC 13L) to acquire property using Community Development Block Grant funds.

Adopted October 6, 2014.

Jefferson Strickland, Chairman

SEAL

Susan Holder, Clerk to the Board

**County of Sampson
Community Development Block Grant Program
Labor Standards Officer**

Whereas, the County of Sampson is applying for a Small Cities Community Development Block Grant (CDBG) administered by the North Carolina Department of Commerce, and

Whereas, the use of these funds requires that Federal Davis Bacon requirements be met on construction activities financed all or in part using CDBG funds.

NOW THEREFORE BE IT RESOLVED BY THE COUNTY OF SAMPSON'S COUNTY BOARD OF COUNTY COMMISSIONERS THAT:

1. Skip Green, Skip Green and Associates, Inc. is designated as the County of Sampson's Labor Standards Officer to review and check for Federal labor compliance as required by CDBG regulations.

Adopted October 6, 2014.

Jefferson Strickland, Chairman

SEAL

Susan Holder, Clerk to the Board

**County of Sampson
Community Development Block Grant Program
Section 504
Compliance Officer/Grievance Procedure**

The County of Sampson County Board of County Commissioners, North Carolina, hereby designates the County Manager to serve as the Section 504 Compliance Officer throughout the implementation of the County of Sampson's Community Development Block Grant Program.

Citizens with Section 504 grievances may do so at any point in the program. The County will respond in writing to written citizen grievances. Citizen grievances should be mailed to the County Manager, Post Office Box 257, Clinton, North Carolina 28329. The County will respond to all written citizen grievances within ten (10) calendar days of receipt of the comments.

Should any individual, family, or entity have a grievance concerning any action prohibited under Section 504, a meeting with the compliance officer to discuss the grievance will be scheduled. The meeting date and time will be established within five (5) calendar days of receipt of the request. Upon meeting and discussing the grievance, a reply will be made, in writing, within five (5) calendar days.

If the citizen is dissatisfied with the local response to a Small Cities Community Development Block Grant – Economic Development Program, he/she should write to the North Carolina Department of Commerce, Commerce Finance Center, 4313 Mail Service Center, Raleigh, North Carolina 27699-4313, Attention: George Sherrill, Section Chief or the Division of Community Investment and Assistance, 4301 Mail Service Center, Raleigh, North Carolina 27699-4301, Attention: Melody Adams, Director.

The NC Department of Commerce will respond only to written comments within ten (10) calendar days of the receipt of the comments.

Adopted October 6, 2014.

Jefferson Strickland, Chairman

SEAL

Susan Holder, Clerk to the Board

SAMPSON COUNTY

Fair Housing Policy

WHEREAS, Sampson County desires that the citizens of the County be afforded the opportunity to attain the national objective of decent, safe and sound living environment; and

WHEREAS, Sampson County deplors discrimination in the provision of housing on the basis of race, religion, color, creed, sex, national origin, young children in a family, or handicapping conditions; and

WHEREAS, Sampson County desires that every citizen be afforded the opportunity to select a home of his or her choice; and

WHEREAS, Sampson County wishes to ensure that programs and activities undertaken by the County relating to housing and urban development be administered in a manner to affirmatively further fair housing as required by Title VIII of the Civil Rights Act of 1958, as emended; 24 CFR 107, Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063; and the North Carolina State Fair Housing Act, NCGS, Chapter 41A;

NOW, THEREFORE, to accomplish the above, Sampson County does adopt the following procedures for receiving and resolving housing discrimination complaints:

Any person or persons wishing to file a complaint of housing discrimination in Sampson County may do so by informing the County Manager at 406 County Complex Road, Post Office Box 257, Clinton, 910-592-6308 or NC Human Relations Commission (919) 807-4420, Toll-Free (866) 324-7474, TDD4t. (919) 807-4420 (or Relay North Carolina TTY# 3-800-735-2962) of the facts and circumstances of the alleged discriminatory act or practice;

1. Upon receiving a housing discrimination complaint, the County Manager shall acknowledge the complaint with ten (10) days in writing and inform the North Carolina Human Relations Commission about the complaint. The County shall then assist the Commission and the complainant in filing an official written housing discrimination complaint with the Commission, pursuant to the State Fair Housing Act and Title VIII.
2. Sampson County shall offer assistance to the Commission in the investigation and reconciliation of all housing discrimination complaints which are based upon events occurring in the County.
3. The County Manager shall publicize within the County that he is the local official to contact with housing discrimination complaints.

Adopted October 6, 2014.

Jefferson Strickland Chairman

ATTEST: _____
Susan Holder, Clerk to the Board

Providing Meaningful Communication with Persons with Limited English Proficiency
County of Sampson
October 6, 2014 through October 8, 2016

The purpose of this Policy and Plan is to ensure compliance with Title VI of the Civil Rights Act of 1964, and other applicable federal and state laws and their implementing regulations with respect to persons with limited English proficiency (LEP). Title VI of the Civil Rights Act of 1964 prohibits discrimination based on the ground of race, color or national origin by any entity receiving federal financial assistance. Administrative methods or procedures, which have the effect of subjecting individuals to discrimination or defeating the objectives of these regulations, are prohibited.

POLICY:

In order to avoid discrimination on the grounds of national origin the County of Sampson will take reasonable steps to ensure that persons with Limited English Proficiency (LEP) have meaningful access and an equal opportunity to participate in benefits and services for which such persons qualify. This Policy defines the responsibilities the County has to ensure LEP individuals can communicate effectively.

DEFINITIONS:

Limited English Proficient (LEP) individual – Any prospective, potential, or actual recipient of benefits or services from the County who cannot speak, read, write or understand the English language at a level that permits them to interact effectively with County staff.

Title VI Compliance Officer. The person or persons responsible for administering compliance with the Title VI LEP policies.

Substantial number of LEP: 5% or 1,000 people, whichever is smaller, are potential applicants or recipients of the County and speak a primary language other than English and have limited English proficiency.

PROCEDURES:

1. IDENTIFYING LEP PERSONS AND THEIR LANGUAGE

The County of Sampson will promptly identify the language and communication needs of the LEP person. Staff will use a language identification card (or "I speak cards," provided by Community Investment and Assistance (CI)) and LEP posters to determine the language. In addition, when records are kept of past interactions with individuals or family members, the language used to communicate with the LEP person will be included as part of the record.

2. OBTAINING A QUALIFIED INTEPRETER

List the current name, office telephone number, office address and email address of the Title VI compliance officer:

Susan J. Holder Assistant County Manager/Clerk to the Board 406 County Complex Road Clinton, North Carolina 28328 (910) 592-6308

(Note: The County must notify the CFC Compliance Office immediately of changes in name or contact information for the Title VI compliance officer.)

Check all methods that will be used:

- Maintaining an accurate and current list showing the language, phone number and hours of availability of bilingual staff ***(provide the list)***;
- Contacting the appropriate bilingual staff member to interpret, in the event that an interpreter is needed, if an employee who speaks the needed language is available and is qualified to interpret;
- Obtaining an outside interpreter if a bilingual staff or staff interpreter is not available or does not speak the needed language.

(Identify the agency(s) name(s) with whom you have contracted or made arrangements)

The County will utilize bilingual staff members in various county human services departments including Sampson County Department of Social Services, Sampson County Health Department, and Sampson County Department of Aging. There are approximately ten qualified interpreters within these departments. In instances where

such staff are not readily available, agencies will utilize telephone interpreter services with which the County may have contractual agreements during any fiscal year. Contractual services will be utilized to meet sign language needs.

Sampson County Dept. of Social Services (8 am – 5 pm) – (910) 592-7131

Sampson County Health Department (8 am – 5 pm) – (910) 592-1131

Sampson County Dept. of Aging (8 am – 5 pm) – (910) 592-4653

Other (*describe*):

All staff will be provided notice of this policy and procedure, and staff that may have direct contact with LEP individuals will be trained in effective communication techniques, including the effective use of an interpreter.

3. PROVIDING WRITTEN TRANSLATIONS

- i. When translation of vital documents is needed, the County of Sampson will submit documents for translation into frequently-encountered languages.
- ii. Facilities will provide translation of other written materials, if needed, as well as written notice of the availability of translation, for LEP individuals.

4. PROVIDING NOTICE TO LEP PERSONS

The County of Sampson will inform LEP persons of the availability of language assistance, by providing written notice in languages LEP persons will understand. Example: The notification will include, in the primary language of the applicant/recipient, the following language: IMPORTANT: IF YOU NEED HELP IN READING THIS, ASK THE COUNTY FOR AN INTERPRETER TO HELP. AN INTERPRETER IS AVAILABLE FREE OF CHARGE.

All interpreters and translators needed to comply with this policy shall be provided without cost to the person being served, and individuals and their families will be informed of the availability of such assistance free of charge.

At a minimum, notices and signs will be posted and provided in intake areas and other points of entry at the Sampson County Office Complex.

Notification will also be provided by an annual notification in a local newspaper.

5. MONITORING LANGUAGE NEEDS AND IMPLEMENTATION

I. Compliance Procedures, Reporting and Monitoring

A. Reporting

The County will complete an annual compliance report and send this report to CFC.(Format will be supplied by CI)

B. Monitoring

The County will complete a self-monitoring report on a quarterly basis, using a standardized reporting system (attached). These reports will be maintained and stored by the Title VI Compliance Officer and will be provided to the North Carolina Department of Commerce upon request.

The County will cooperate, when requested, with special review by the North Carolina Department of Commerce.

II. Applicant/Recipient Complaints of Discriminatory Treatment

A. Complaints

The County will provide assistance to LEP individuals who do not speak or write in English if they indicate that they would like to file a complaint. A complaint will be filed in writing, contain the name and address of the person filing it or his/her designee and briefly describe the alleged violation of this policy. The form can be found at <http://www.nccommerce.com/cd/community-investment/forms-resources/compliance-plans-and-templates>.

The County will maintain records of any complaints filed, the date of filing, actions taken and resolution.

The County will notify the appropriate section within the North Carolina Department of Commerce of complaints filed, the date of filing, actions taken and resolution. This information will be provided within 30 days of resolution.

B. Resolution of Matter

If the matter cannot be resolved by informal means, the individual will be informed of his or her right to appeal further to the North Carolina Department of Commerce. This notice will be provided in the primary language of the individual with Limited English Proficiency.

The CFC Compliance Office will conduct an investigation of the allegations of the complaint. The investigation will afford all interested persons and their

representatives, if any, an opportunity to submit evidence relevant to the complaint.

The investigation will not exceed 30 days, absent a 15-day extension for extenuating circumstances.

If the investigation indicates a failure to comply with the Act, the local unit of government, agency Director or his/her designee will so inform the recipient and the matter will be resolved by informal means whenever possible within 60 days.

If the matter cannot be resolved by informal means, then the individual will be informed of his or her right to appeal further to the Department of Justice. This notice will be provided in the primary language of the individual with Limited English Proficiency.

If not resolved by the North Carolina Department of Commerce, then complaint will be forwarded to Department of Justice (DOJ), Department of Housing and Urban Development (HUD) Field Office.

Adopted October 6, 2014.

Jefferson Strickland, Chairman

SEAL

Susan Holder, Clerk to the Board

**COUNTY OF SAMPSON
ENVIVA PELLETS SAMPSON, LLC CDBG-ED
PROJECT PUBLIC FACILITY ASSESSMENT POLICY**

The County of Sampson (County) is required, as a condition of a Community Development Block Grant for Economic Development (CDBG-ED) to construct infrastructure improvements to adopt an assessment policy. The assessment policy delineated herein is designed to give the County a mechanism to equitable provide sewer service to future users as a result of CDBG-ED funding.

1. Future users shall be required to pay the County an assessment fee of \$3.00 per gallon per day (\$3.00/gal/day) to connect to the County water infrastructure (water lines) financed in part using CDBG-ED grant funds. This fee shall be paid in full prior to connection to the designated water line.
2. The assessment fee required in Section 1 shall not be imposed on any business that is owned by low and moderate-income individuals, or any residence that is owned or occupied by low and moderate-income individuals. This assessment fee shall be waived by the County for any business that ties into the service that presently employs greater than 60% low and moderate-income persons and/or will create new jobs of which low and moderate-income persons will fill 60% of positions.
3. The County reserves the right to reduce the assessment fee charged to any future users based on the economic impact on the County's overall economy, as determined by the Sampson County Board of Commissioners.
4. All revenue generated by this assessment policy prior to completion of the project shall be used to reduce the amount of the CDBG-ED funds. Fifty percent (50%) of all revenue generated by the assessment policy thereafter shall, for a period of five (5) years, be returned to the CDBG Program at the Commerce Finance Center for funding of future economic development projects. The fifty percent (50%) retained by the County shall be used to finance future capital improvements to the County's water or water systems with priority placed upon improvements to benefit persons of low and moderate income.

Adopted October 6, 2014.

Jefferson Strickland, Chairman

SEAL

Susan Holder, Clerk to the Board

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 3 (b)

Meeting Date: October 6, 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 – Rural Operating Assistance Program Grant Funds

DEPARTMENT: Sampson Area Transportation/Dept. of Aging

PUBLIC HEARING: Yes

CONTACT PERSON: Lorie Sutton, Department of Aging Director
Eartle McNeil, SAT Coordinator

PURPOSE: To conduct the required public hearing regarding the County's intent to apply for ROAP funding

ATTACHMENTS: Hearing Notice, Application, Certification Statement, Ad

BACKGROUND: We have duly advertised a public hearing regarding the County's intent to apply for Rural Operating Assistance Program (ROAP) funds to fund our transportation services in three categories.

EDTAP (Elderly and Disabled Transportation Assistance) – public transportation services for elderly and disabled citizens;

Employment Transportation Assistance – public transportation of persons with employment related transportation needs;

RGP (Rural General Public) – public transportation of persons living in non-urban areas of the country.

The total amount of funding anticipated is \$152,898. The grant period is July 1, 2014 – June 30, 2015.

PRIOR BOARD ACTION: Application is submitted annually

RECOMMENDED ACTION OR MOTION: Authorize the submission of the application for funding and execution of associated documents, including certification statement

PUBLIC HEARING NOTICE

This is to inform the public of the opportunity to attend a public hearing on the proposed Rural Operating Assistance Program (ROAP) application to be submitted to the North Carolina Department of Transportation no later than October 24, 2014 by the County of Sampson. The public hearing will be held on October 6, 2014 at 7:00pm at the Sampson County Commissioners meeting in the Sampson County Auditorium located at 435 Rowan Road, Clinton, NC 28328. Sampson County will provide auxiliary aids and services under the ADA for disabled persons who wish to participate in the hearing. Anyone requiring special services should contact the County Manager's Office at 910-592-6308 as soon as possible so that arrangements can be made.

The programs included in the Rural Operating Assistance Program application are:

1. Elderly & Disabled Transportation Assistance (EDTAP) Program provides operating assistance for the public transportation of elderly and disabled citizens.
2. Employment Transportation Assistance Program provides operating assistance for the public transportation of persons with employment related transportation needs.
3. Rural General Public (RGP) Program provides operating assistance for the public transportation of persons living in non-urban areas of the county.

The period of performance for Rural Operating Assistance Program funds is July 1, 2014 through June 30, 2015. The FY2015 ROAP individual program totals are:

PROGRAM	TOTAL
EDTAP	\$64,474
EMPL	\$17,293
RGP	\$71,131
TOTAL	\$152,898

This application may be inspected at the Sampson County Department of Aging located at 405 County Complex Road, Suite 140, Clinton, NC 28328 from 8:00a.m. to 5:00p.m. Monday through Friday. Written comments should be directed to Lorie Sutton, Project Director at 405 County Complex Road, Suite 140, Clinton, NC 28328, before October 3, 2014.

NOTICIA DE AUDIENCIA PUBLICA

Esto es para informar al público de la oportunidad de asistir a la audiencia pública sobre la propuesta del Programa de Asistencia de Operación Rural (ROAP). La aplicación debe de ser enviada por el Condado de Sampson al departamento de Transporte de Carolina del Norte antes del 24, Octubre de 2014. La Audiencia pública se llevara a cabo el 6 de Octubre 2014 a las 7:00 PM durante la reunión de comisionados del condado Sampson en el Auditorium del condado Sampson localizado en el 435 Rowan Rd, Clinton, NC 28328. El Condado Sampson proveerá servicios y asistencia auxiliar bajo el Acta ADA para personas deshabilitadas que deseen participar de la audiencia. Cualquier persona que desee solicitar servicios especiales debe de contactar la Oficina del Gerente del Condado al teléfono numero 910-592-6308 o por email al susah@sampsonnc.com lo antes posible para que ese puedan hacer los arreglos necesarios.

Los programa incluidos en la aplicación del Programa de Asistencia de Operación Rural son:

1. Programa de Asistencia de Ancianos y Deshabilitados para el transporte público de Ancianos y Ciudadanos Discapacitados.
2. Programa de Asistencia de trasporte al Empleo provee asistencia para el transporte público de personas con necesidades de transporte relacionadas con el empleo.
3. El programa Rural del Público en General (RGP) provee asistencia de operación para el transporte público de personas que viven en áreas no-urbanas del Condado.

El periodo de operación de fondos de este Programa de Asistencia de Operación Rural es el periodo del 1 de Julio del 2014 al 30 Junio del 2015. Los totales del Programa del año fiscal 2014 son:

PROGRAM	TOTAL
EDTAP	\$64,474
EMPL	\$17,293
RGP	\$71,131
TOTAL	\$152,898

Esta Aplicación puede de ser inspeccionada en la oficina del departamento de Ancianos (Department of Aging) ⁷⁴ localizada en el 405 County Complex Road, Clinton, NC 28328 de 8:00am a 5:00pm, Lunes a Viernes. Comentarios por escrito deben de ser dirigidos a Lorie Sutton, Project Director, 405 County Complex Road, Clinton, NC 28328, antes de el 03 de Octubre 2014.

CERTIFIED STATEMENT
FY2015
RURAL OPERATING ASSISTANCE PROGRAM
County of **Sampson**

WHEREAS, the state-funded, formula-based Rural Operating Assistance Program (ROAP) administered by the North Carolina Department of Transportation, Public Transportation Division provides funding for the operating cost of passenger trips for counties within the state;

WHEREAS, the county uses the most recent transportation plans (i.e. CTSP, CTIP, LCP) available and other public involvement strategies to learn about the transportation needs of agencies and individuals in the county before determining the sub-allocation of these ROAP funds;

WHEREAS, the county government or regional public transportation authorities created pursuant to Article 25 or Article 26 of Chapter 160A of the General Statutes (upon written agreement with the municipalities or counties served) are the only eligible recipients of Rural Operating Assistance Program funds which are allocated to the counties based on a formula as described in the Program Guidelines included in the ROAP State Management Plan. NCDOT will disburse the ROAP funds only to counties and eligible transportation authorities and not to any sub-recipients selected by the county;

WHEREAS, the county finance officer will be considered the county official accountable for the administration of the Rural Operating Assistance Program in the county, unless otherwise designated by the Board of County Commissioners;

WHEREAS, the passenger trips provided with ROAP funds must be accessible to individuals with disabilities and be provided without discrimination on the basis of national origin, creed, age, race or gender (FTA C 4702.1A, FTA C 4704.1, Americans with Disabilities Act 1990); and

WHEREAS, the period of performance for these funds will be July 1, 2014 to June 30, 2015 regardless of the date on which ROAP funds are disbursed to the county.

NOW, THEREFORE, by signing below, the duly authorized representatives of the County of Sampson North Carolina certify that the following statements are true and accurate:

- The county employed a documented methodology for sub-allocating ROAP funds that involved the participation of eligible agencies and citizens. Outreach efforts to include the participation of the elderly and individuals with disabilities, persons with limited English proficiency, minorities and low income persons in the county's sub-allocation decision have been documented.
- The county will advise any sub-recipients about the source of the ROAP funds, specific program requirements and restrictions, eligible program expenses and reporting requirements. The county will be responsible for invoicing any sub-recipients for unexpended ROAP funds as needed.
- The county will monitor ROAP funded services routinely to verify that ROAP funds are being spent on allowable activities and that the eligibility of service recipients is being properly documented. The county will maintain records of trips and services for five years that prove that an eligible citizen was provided an eligible transportation service on the billed date, by whatever conveyance at the specified cost.
- The county will be responsible for monitoring the safety, quality and cost of ROAP funded services and assures that any procurements by subrecipients for contracted services will follow state guidelines.
- The county will conduct regular evaluations of ROAP funded passenger trips provided throughout the period of performance.

- The county will only use the ROAP funds to provide trips when other funding sources are not available for the same purpose or the other funding sources for the same purpose have been completely exhausted.
- The county assures that the required matching funds for the FY2015 ROAP can be generated from fares and/or provided from local funds.
- The county will notify the Mobility Development Specialist assigned to the county if any ROAP funded services are discontinued before the end of the period of performance due to the lack of funding. No additional ROAP funds will be available.
- The county will provide an accounting of trips and expenditures in a semi-annual report and a final year-end report to NCDOT – Public Transportation Division or its designee.
- Any interest earned on the ROAP funds will be expended for eligible program uses as specified in the ROAP application. The County will include ROAP funds received and expended in its annual independent audit on the schedule of federal and state financial assistance. Funds passed through to other agencies will be identified as such.
- The county is applying for the following amounts of FY2015 Rural Operating Assistance Program funds:

State-Funded Rural Operating Assistance Program	Allocated	Requested
Elderly & Disabled Transportation Assistance Program (EDTAP)	\$64,474.00	\$64,474.00
Employment Transportation Assistance Program (EMPL)	\$17,293.00	\$17,293.00
Rural General Public Program (RGP)	\$71,131.00	\$71,131.00
TOTAL	\$152,898.00	\$152,898.00

WITNESS my hand and county seal, this _____ day of _____, 20_____.

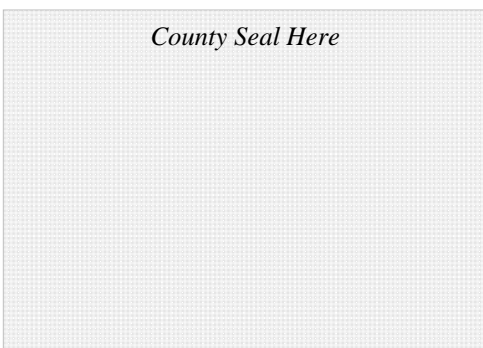
Signature of County Manager/Administrator

Signature of Board of County Commissioners Chairperson

Printed Name of County Manager/Administrator

Printed Name of Chairperson

State of North Carolina County of



Signature of County Finance Officer

Printed Name of County Finance Officer

FY2015 ROAP Sub-Allocation Worksheet

Agencies Receiving Sub-Allocations	Elderly and Disabled Transportation Assistance Program		Employment Transportation Assistance Program		Rural General Public Transportation	
	Proposed		Proposed		Proposed	
	Amount of request to be suballocated	Number of One Way Passenger Trips	Amount of request to be suballocated	Number of One Way Passenger Trips	Amount of request to be suballocated	Number of One Way Passenger Trips
Sampson Area Transportation	\$64,474	5117	\$17,293	1950	\$71,131	8591
	\$0		\$0		\$0	
	\$0		\$0		\$0	
	\$0		\$0		\$0	
	\$0		\$0		\$0	
	\$0		\$0		\$0	
	\$0		\$0		\$0	
	\$0		\$0		\$0	
	\$0		\$0		\$0	
	\$0		\$0		\$0	
	\$0		\$0		\$0	
	\$0		\$0		\$0	
TOTAL AMOUNT	\$64,474	5117	\$17,293	1950	\$71,131	8591

Agencies Receiving Sub-Allocations	EDTAP	EMPL	RGP
	Avg Cost of Trip	Avg Cost of Trip	Avg Cost of Serv
Sampson Area Transportation	\$12.60	\$8.87	\$8.28
0	\$0.00	\$0.00	\$0.00
0	\$0.00	\$0.00	\$0.00
0	\$0.00	\$0.00	\$0.00
0	\$0.00	\$0.00	\$0.00
0	\$0.00	\$0.00	\$0.00
0	\$0.00	\$0.00	\$0.00
0	\$0.00	\$0.00	\$0.00
0	\$0.00	\$0.00	\$0.00
0	\$0.00	\$0.00	\$0.00
0	\$0.00	\$0.00	\$0.00
0	\$0.00	\$0.00	\$0.00

Initials - MDS Reviewer

Sampson County

Name of Applicant (County)

Signature - County Finance Director

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 3 (c)

Meeting Date: October 6, 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 – Naming of Private Roads

DEPARTMENT: Emergency Management (Addressing)/ Administration

PUBLIC HEARING: Yes

CONTACT PERSON: Susan J. Holder, Assistant County Manager

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

ATTACHMENTS: Memo, Public Hearing Ad

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

PVT 1141 2019 Nadine Lane

PRIOR BOARD ACTION: N/A

RECOMMENDED ACTION OR MOTION: Name private road as recommended

NOTICE OF PUBLIC HEARING NAMING OF PRIVATE ROADS

The Sampson County Board of Commissioners will hold a public hearing at 7:00 p.m. on Monday, October 6, 2014 in the County Auditorium, Sampson County Complex, Building A to consider public input on the naming of the following private roads:

PVT ROAD CODE:
PVT 1141 2019

PROPOSED NAME:
Nadine Lane

Only those roads listed will be considered at this time. Questions or comments may be directed to the Office of the Clerk to the Board, 406 County Complex Road, Clinton, NC 28328.
(910/592-6308 ext 2222)

MEMORANDUM:

TO: Ms. Susan Holder, Assistant County Manager

FROM: Ronald Bass, Emergency Management

DATE: September 18, 2014

SUBJECT: Private Road Name/Public Hearing Request

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

PVT 1141 2019

Nadine Ln

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

Please review and advise.

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 3 (d)

Meeting Date: October 6, 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: Sampson County Schools Request for Utilization of Remainder of School Roof Allocation

DEPARTMENT: Sampson County Schools

PUBLIC HEARING: No

CONTACT PERSON: Lou Nelon, Executive Director of Auxiliary Services

PURPOSE: To consider approval of use of remainder of Sampson County School's school roof funding allocation

ATTACHMENTS: Memorandum

BACKGROUND: The Board previously approved a \$452,250 allocation to Sampson County Schools to replace roofs for the Roseboro Middle gymnasium, Union Intermediate gymnasium and the Hobbton High School gymnasium areas. The school system was able to complete the necessary repairs for a cost of \$396,634 and are requesting approval to use a portion of the remaining funds (\$37,000) to make needed repairs to buildings within their Plant Operations Complex (\$15,000) and to the Old Midway Elementary gymnasium (\$22,000) to extend the life of these facilities.

Mr. Lou Nelon will be present to answer any questions the Board may have concerning the request from Sampson County Schools.

PRIOR BOARD ACTION: Original funding allocation of \$452,250 made on October 7, 2013

RECOMMENDED ACTION OR MOTION: Authorize use of \$37,000 of previously allocated funds for roof repairs as requested

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

September 23, 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 2014-2015

1. It is requested that the budget for the County Schools Capital Outlay be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11659140-555030	Category 1 capital outlay	37,000.00	
11659140-550000	Unallocated capital outlay	18,616.00	
19959140-582096	Transfer to general fund	55,616.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11035914-409612	Transfer frm school cap reserve	55,616.00	
19932320-409900	Fund balance appropriated	55,616.00	

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

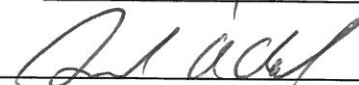
To reallocate unspent prior year roof replacement capital outlay funds per request of County School Board.



 (Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 8/23, 2014


 (County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____


 (County Manager & Budget Officer)

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

**Sampson County
Board of Education**
Dewain Sinclair, Board Chairperson
Sonya Powell, Vice Chairperson
Faye Gay
Mary Brown
Telfair Simpson
Glenn Tart
G.H. Wilson



P. O. Box 439
Clinton, North Carolina 28329
Telephone: 910-592-1401
Fax : 910-590-2445
www.sampson.k12.nc.us

Dr. Eric Bracy
Superintendent

3 September, 2014



Mr. Ed Causey
County Manager
Sampson County
406 County Complex Road, Bldg C
Clinton, NC 28328

Re: 2012-13 Capital Outlay School Roofing Allocation

Dear M. Causey:

We were very diligent in the execution of the approved projects to replace the roofs for the Roseboro Middle Gymnasium, Union Intermediate Gymnasium, and Hobbton High Gymnasium Area. Of the \$452,250.00 allocated by the County for these critical roofing needs in our school system, we managed to complete all three roofs for a cost of \$396,634.00. These improvements to our infrastructure will help ensure the effectiveness of these facilities and greatly impact the quality of education Sampson County students receive for a very long time.

While these three roofing needs were our most critical and had the most direct impact on our students, we have other significant roofing needs in our system that must be addressed. Specifically at our Plant Operations Complex, we have three buildings that house our fabrication work shop, HVAC warehouse / service building, and multipurpose service building (see attached photos). These are original building roofs and would cost an estimated \$15,000.00 to replace.

In addition, the gymnasium roof at the Old Midway Elementary School is as old and worn as the gymnasium roofs were at Roseboro Middle and Union Intermediate. In addition to the Telamon contract at that location, that facility houses our migrant programs and the gymnasium is utilized by the Recreation Department to serve the community. While it is far too expensive to replace that gymnasium roof, we do believe it is worth a major resurfacing to extend the life of that roof an additional 15 – 20 years at a cost of approximately \$22,000.

Of the \$55,616.00 remaining from our original allocation, we request approval to utilize \$37,000 to replace 3 roofs at the Plant Operations Complex and resurface the Old Midway Elementary Gymnasium.

Original 2012-13 Roof Request/Allocation:

Roseboro Middle Gymnasium	\$141,750.00
Union Intermediate Gymnasium	\$149,500.00
Hobbtton High Gymnasium Area	<u>\$161,000.00</u>
Total Allocation	\$452,250.00
Spent	<u>\$396,634.00</u>
Remaining	\$55,616.00

Follow-on Request:

Plant Operation Complex	\$15,000.00
Old Midway Elementary Gymnasium	<u>\$22,000.00</u>
Back for other County needs	\$18,616.00

These additional projects will significantly improve our infrastructure and maintain our county school investments. Please do not hesitate to call if you have any questions concerning this request.

Sincerely,



Lou Nelon
Executive Director of Auxiliary Services
Sampson County Schools

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 3 (e)

Meeting Date: October 6, 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: Request to Surplus Property (Parcel 09-0828060-01) and Dispose of Utilizing Upset Bid Process

DEPARTMENT: Finance

PUBLIC HEARING: No

CONTACT PERSON: David Clack, Finance Officer

PURPOSE: To declare piece of property as surplus and authorize disposal pursuant to upset bid process

ATTACHMENTS: Memorandum

BACKGROUND: The County has acquired by foreclosure a .5 acre parcel located on Ruffin Lane in Clinton. At the time of foreclosure, there were no bids offered at auction; however, there has been recent interest from a citizen in acquiring the property. Therefore, the Board is requested to declare the property as surplus and authorize its disposal pursuant to the upset bid process.

The Board may wish to set a minimum bid for the property. The current value on the tax records is \$2,915. The back taxes owed at the time of foreclosure were \$216.29.

PRIOR BOARD ACTION: None

RECOMMENDED ACTION OR MOTION: Declare property as surplus and authorize disposal by upset bid, setting a minimum bid if desired

NORTH CAROLINA'S
SAMPSON COUNTY

FINANCE DEPARTMENT

David K. Clack, Finance Officer

TO: Board of Commissioners

FROM: David K. Clack, Finance Officer

DATE: September 25, 2014

SUBJECT: Request to Surplus County Property on Ruffin Lane

In February, 2012 Sampson County acquired parcel number 09-0828060-01 through foreclosure. The back taxes owed at the time of foreclosure were \$216.29. The current value of the .5 acre lot on the tax records is \$2,915.00.

We respectfully request that the Board declare this parcel surplus and allow the Finance Office to accept bids through the upset bid process. The Board may wish to set a minimum bid for the property. At the time of foreclosure this parcel was offered at auction and no bids were received.

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 3 (f)

Meeting Date: October 6, 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: Consideration of Amendment of the Sampson County Noise Ordinance (tabled at September 2, 2014 meeting)

DEPARTMENT: Governing Body/Legal

PUBLIC HEARING: No

CONTACT PERSON: Joel Starling, County Attorney

PURPOSE: To hear County Attorney's recommendation regarding amendment to Sampson County noise ordinance in response to a citizen request

ATTACHMENTS: Noise Ordinance Amendment Options

BACKGROUND: During the Public Comment section of your August agenda, a citizen raised a concern regarding the noise ordinance, and the Board directed the County Attorney review the ordinance provisions that governed the particular problem experienced by this citizen. The County Attorney discussed this item at the September 2, 2014 meeting; however, action was tabled until the October 6, 2014 meeting to allow citizens with additional concerns to contact their commissioners.

The County Attorney will review his recommendations.

PRIOR BOARD ACTION: Tabled at September 2, 2014 meeting

RECOMMENDED ACTION OR MOTION: Consider the County Attorney's recommendation

[Insert County Seal]

**SAMPSON COUNTY, NORTH CAROLINA
AMENDMENT TO NOISE ORDINANCE
ADOPTED SEPTEMBER 2, 2014**

WHEREAS, N.C. Gen. Stat. § 153A-133 authorizes counties to regulate, restrict or prohibit by ordinance the production or emission of noises or amplified speech, music or other sounds that tend to annoy, disturb or frighten its citizens; and

WHEREAS, the Board of Commissioners of Sampson County on or about September 12, 2010 adopted a noise ordinance pursuant to N.C. Gen. Stat. § 153A-133 (the “Sampson County Noise Ordinance”); and

WHEREAS, the Board of Commissioners now desire to amend the Sampson County Noise Ordinance, as more particularly set forth below;

NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSIONERS OF SAMPSON COUNTY, NORTH CAROLINA that Section 3(7) of the Sampson County Noise Ordinance is hereby amended to read as follows:

Section 3. Exceptions.

(7) Noise from noisemakers on the Fourth of July and fireworks at times allowed under a pyrotechnics permit issued pursuant to Article 54, Chapter 14 of the North Carolina General Statutes.

This amendment to the Sampson County Noise Ordinance was adopted on September 2, 2014 at a duly advertised regular meeting of the Sampson County Board of Commissioners, and the same having been passed with a unanimous vote and with all Board members being present, is to be entered into Sampson County’s Book of Ordinances and is to be effective immediately.

Jefferson Strickland, Chairman
Sampson County Board of Commissioners

Attest:

Susan J. Holder,
Clerk to the Sampson County Board of Commissioners

[Insert County Seal]

**SAMPSON COUNTY, NORTH CAROLINA
AMENDMENT TO NOISE ORDINANCE
ADOPTED SEPTEMBER 2, 2014**

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Jefferson Strickland, Chairman
Sampson County Board of Commissioners

Attest:

Susan J. Holder,
Clerk to the Sampson County Board of Commissioners

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 3 (g)

Meeting Date: October 6, 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.

Library Board of Trustees The Library Director has advised that Board of Trustee member Lynn Register has resign due to personal obligations. An appointment of a citizen from the southern portion of the County is requested for the remainder of Ms. Register term (through December 2015).

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 4

Meeting Date: October 6, 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 September 2, 2014; July 28, 2014; July 23, 2014; June 26, 2014; June 23, 2014; June 16, 2014; June 2, 2014; May 27, 2014; May 16, 2014; April 7, 2014; March 31, 2014; and March 3, 2014 meetings
- b. Adopt a resolution proclaiming October as Breast Cancer Awareness Month
- c. Adopt the Resolution Providing for Electronic Listing and Extending the Time for Filing Electronic Listings of Personal Property for Property Tax Purposes
- d. Approve new Health Department fees as recommended by the Board of Health (lipid panel; influenza vaccine)
- e. Approve contracts between the Sampson County Health Department and Clinton City Schools and Sampson County Schools for nursing services
- f. Approve the primary attorney (Warwick and Bradshaw) and secondary attorney (Howard and Bradshaw PLLC) contracts for Sampson County Social Services
- g. Approve the execution of a one-year lease by DHHS Children's Developmental Services Agency for three (3) cubicles at the Sampson County Health Department
- h. Authorize destruction of Health Department personnel records (30 years after separation) held by Division of Archive and Records
- i. Approve revisions to Home and Community Care Block Grant (reduction in State funding)
- j. Adopt a resolution supporting the construction of the Atlantic Coast Pipeline
- k. Approve tax refunds
- l. Approve budget amendments

RECOMMENDED

ACTION OR MOTION: Motion to approve Consent Agenda as presented

The Sampson County Board of Commissioners convened for their regular meeting at 7:00 p.m. on Monday, August 4, 2014 in the County Auditorium, 435 Rowan Road in Clinton, North Carolina. Members present: Chairman Jefferson Strickland, Vice Chairman Jarvis McLamb, Commissioner Albert D. Kirby, Jr., Commissioner Billy Lockamy, and Commissioner Harry Parker.

The Chairman convened the meeting. A moment of silence was observed honoring the family lost in a tragic fire in Garland, followed by the invocation led by Commissioner Parker. Commissioner Lockamy then led the Pledge Allegiance.

Approval of Agenda

Upon a motion made by Commissioner McLamb and seconded by Commissioner Kirby, the Board voted unanimously to approve the agenda with the addition one budget amendment.

Item 1: Roads

Monthly Report - NCDOT District Engineer Keith Eason was present to address questions or concerns from the Board or citizens in attendance. Mr. Eason reported that Litter Sweep would occur from September 20th to October 4th, and encouraged the public to participate. As requested at the Board's previous meeting, Mr. Eason provided information on the process and criteria for the addition of roads to the secondary roads system, providing a copy of the pertinent sections of the State's manual. Commissioner Kirby asked if there were any limit on the number of roads which could qualify for addition in a jurisdiction, and Mr. Eason and DOT District Engineer Lin Reynolds stated there was not.

Recognition of Retiring District Engineer The Board recognized retiring District Engineer Linwood E. Reynolds for his service to the citizens of Sampson County while serving in his capacity with NCDOT.

Item 2: Planning & Zoning Items

ZA-8-14-1 The Chairman opened the hearing and recognized Planning Director Mary Rose who reviewed the request to amend the Sampson County Zoning Ordinance Section 5.1 Continuance of Nonconforming Buildings, which had been unanimously recommended by the Planning Board. Ms. Rose noted that the goal of Planning staff was to request subtle changes to the ordinance which would reduce perceived challenges for citizens and improve customer service. The Chairman opened the floor

for public comments, and none were received; the hearing was closed. Upon a motion made by Commissioner Lockamy and seconded by Commissioner Kirby, the Board voted unanimously to approve the following amendment to the Sampson County Zoning Ordinance, Section 5.1 Continuance of Nonconforming Buildings:

- A. The lawful use of a building existing at the time of the passage of this Ordinance shall not be affected by this Ordinance, and such use may be extended throughout the building provided no structural alterations except those required by law, ordinance or ordered by the zoning officer to secure the safety of the building are made therein, but no such use shall be extended to occupy land outside such building. If such nonconforming building is removed or the nonconforming use of such building is discontinued for a continuous period of more than one hundred and eighty (180) days, every future use of such premises shall be in conformity with the provisions of this Ordinance.
- B. ***Notwithstanding Section (5.1.A), any structure used for single-family residential purposes and maintained as a nonconforming use may be enlarged, so long as the enlargement does not create new nonconformities or increase the extent of existing nonconformities with respect to such matters as setback.***

ZA-8-14-2 The Chairman opened the hearing and recognized Planning Director Mary Rose who reviewed the request to amend the Sampson County Zoning Ordinance Section 5.2 Continuance of Nonconforming Use of Land, which had been unanimously recommended by the Planning Board. The Chairman opened the floor for public comments, and none were received; the hearing was closed. Upon a motion made by Commissioner Kirby and seconded by Commissioner Parker, the Board voted unanimously to approve the following amendment to the Sampson County Zoning Ordinance, Section 5.2 Continuance of Nonconforming Use of Land:

- A. The lawful use of "land" existing at the time of the passage of this Ordinance, although such use does not conform to the provisions of this Ordinance, shall not be affected by this Ordinance provided, however, that no such nonconforming use shall be extended to occupy a greater area of land than occupied by such use at the time of the passage of this Ordinance. If such nonconforming use is discontinued for a continuous period of more than one hundred and eighty (180) days, every future use of said land shall be in conformity with the provision of this Ordinance.
- B. ***Notwithstanding Section (5.2.A), any structure not in compliance with this ordinance and intended to be used for single-family residential purposes, which use has been discontinued for a continuous period of more than one hundred and eighty (180) days, complies with the Sampson County Building Inspections residential requirements, and the structure has not deteriorated by more than (60) percent of its assessed value may have its use reinstated for residential purposes by the permit writing authority.***

ZA-8-14-3 The Chairman opened the hearing and recognized Planning Director Mary Rose who reviewed the request to amend the Sampson County Zoning Ordinance to add Class B Manufactured Homes as a permitted use in Section 3.3.3 MRD Mixed Residential District. Ms. Rose noted that this was not a unanimous recommendation by the Planning Board, and if the commissioners did not approve the amendment, such requests could be handled on a case by case basis as a variance. The Chairman opened the floor for public comments, and none were received; the hearing was closed. Upon a motion made by Commissioner Kirby and seconded by Commissioner Parker, the Board voted unanimously to approve the following amendment to the Sampson County Zoning Ordinance, Section 3.3.3 MRD Mixed Residential District:

B. Permitted Principal Uses and Structures:

Accessory uses and structures (see general provisions)

Agriculture (Bona fide farms)

Dwelling, Single Family (including modular homes)

Class A Manufactured Homes

Class B Manufactured Homes

Churches and their customary uses including childcare on premises, fellowship halls, playgrounds

Public utility distribution lines & easements (exempt from yard requirements)

Item 3: Reports & Presentations

Recognition of David and Jeannie King The Board recognized David and Jeannie King for their years of services in the establishment and maintenance of the Sampson County History Museum. The Chairman presented an engraved pewter plaque.

Presentation – Dominion Power Proposed Natural Gas Pipeline, Southeast Reliability Project John Elliott, Director of Government and Community Relations for Duke Energy Carolinas announced Duke Energy’s partnership with Piedmont Natural Gas in the 550-mile natural gas pipeline to transport natural gas from West Virginia to eastern North Carolina, and noted that Dominion Power would partner and build the pipeline. Mr. Elliott introduced Michael Thompson of Dominion Power who provided a PowerPoint presentation outlining the project and plans for community input on the project (see attached). The Board expressed their excitement about the project’s prospects and welcomed Dominion Power to the community.

Item 4: Action Items

Consideration of Resolution Requesting Amendment to Legislation to Designate the Segment of US Highway 117 from Goldsboro South to I-40 Intersection as a Future Interstate Highway Economic Developer John Swope recapped the discussions from the Wayne County Transportation Committee meeting attended by him, Commissioners Lockamy and Kirby and TAG Chairman Jerol Kivett with regard to the efforts to add a section of US 117 as future Interstate 795. The group requested the approval of a resolution supporting its efforts given the potential impact to the economic development of eastern NC and this portion of Sampson County (the intersection of 117 and I-40), and if approved, the same resolution would be considered by the Economic Development Commission and the Sampson County Transportation Advocacy Group for submission to the offices of Senators Burr and Hagan and Congressman Butterfield. Upon a motion made by Commissioner Kirby and seconded by Commissioner McLamb, the Board voted unanimously to adopt the resolution as presented. (Copy filed in Inc. Minute Book _____, Page _____.)

Consideration of Amendment to the Sampson County Noise Ordinance County Attorney Joel Starling provided information at the Board’s request for options for amending the noise ordinance in response to a citizen’s concerns raised during the public comment portion of the Board’s August meeting. Mr. Starling cautioned the

Board with regard to making changes to “legislate enforcement,” and noted that it may not make sense to amend the ordinance to address an isolated issue which may be more of enforcement in nature. It was questioned whether the concerns raised were frequent and widespread. Upon a motion made by Commissioner Lockamy and seconded by Commissioner Kirby, the Board tabled further discussion until the October meeting.

Appointments – Workforce Development Board This item was tabled.

Appointments – Juvenile Justice (JCPC) Upon a motion made by Commissioner McLamb and seconded by Commissioner Parker, the Board voted unanimously to appoint Rev. Dudley Neal, Angela Hodges and Tommy Macon to the JCPC Board.

Appointment – NC Southeast Partnership Upon motion made by Commissioner McLamb and seconded by Commissioner Kirby, the Board voted unanimously to appoint Kermit Williamson to the FY 2014-15 Board of Directors of the new NC Southeast Partnership.

Item 5: Consent Agenda

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

- a. Approved the minutes of the August 4, 2014 meeting
- b. Approved the inter-local agreement between Sampson County and the Sampson County Board of Education for the use of school facilities for recreation programs (Copy filed in Inc. Minute Book _____, Page _____.)
- c. Authorized the execution of the contract between Sampson County and Southern Software, Inc. for 911 Communications CAD upgrade, as approved in the FY 2014-2015 budget (Copy filed in Inc. Minute Book _____, Page _____.)
- d. Authorized the Sheriff’s Office to apply for grant funding (with no local match requirement) to provide funding to assist with the costs of two equine cruelty cases
- e. Approved the late disabled veterans property tax exclusions for Rickey Hamblen and Robert Fryar
- f. Approved the following tax refunds:

#6361	Jerome D. Wooten	\$1,829.29
#6326	Nola B. Williford	\$ 960.68
#6378	Jean Cooper Holland	\$ 217.98
#6397	Harry D. Sinclair & Deborah A. Sinclair	\$ 253.00
#6392	Edward Marshall, Jr.	\$ 102.44

g. Approved the following budget amendments:

<u>EXPENDITURE</u>		<u>Various Departments</u>	
<u>Code Number</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11243100	544000 Contract Services	8,977.00	
11141600	555000 Capital Outlay Other	104,280.00	
11141600	55800 Capital Outlay Bldg and Roof	25,000.00	
11142600	535128 Maint/Repair Animal Shelter	8,800.00	
11243250	535200 Maint/Repair Equipment	550.00	
11243300	535200 Maint/Repair Equipment	300.00	
11141340	544000 Contract Services	4,500.00	
11141300	535200 Maint/Repair Equipment	3,625.00	
61971000	526200 Department Supplies	16,933.00	
11243100	554000 Capital Outlay Vehicles	31,535.00	
11243100	555000 Capital Outlay Other	10,692.00	
11243100	535200 Maint/Repair Equipment	10,260.00	
<u>REVENUE</u>			
<u>Code Number</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11039999	409800 Fund Balance Approp Encumbrances	193,917.00	
11034310	402603 Federal Asset Funds	31,535.00	
<u>EXPENDITURE</u>		<u>Health/Child Services Coordination</u>	
<u>Code Number</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
12551680	526201 Department Supplies Equipment	16,500.00	
<u>REVENUE</u>			
<u>Code Number</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
12535168	404097 Fund Balance Approp TXIX	16,500.00	
<u>EXPENDITURE</u>		<u>4H Juntos Program</u>	
<u>Code Number</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
04449500	526200 Departmental Supplies		169.00
04449500	531100 Travel		476.00
<u>REVENUE</u>			
<u>Code Number</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
04034950	403601 4H Juntos Program Prog Rev NCSU		645.00
<u>EXPENDITURE</u>		<u>Sheriff's Office</u>	
<u>Code Number</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11243100	555000 Capital Outlay - Other Equipment	72,000.00	

REVENUE

<u>Code Number</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11034310	403670 Governor's Crime Control Grant	36,000.00	
11034310	403603 Federal Asset Funds (NARC)	36,000.00	

- Approved Clinton City Schools budget amendments: #4(State Public School Fund), #4(Current Expense Fund), #4(Federal Programs Fund), #5(Capital Outlay), #4(Special Revenue Fund) as submitted.
- Approved Sampson County Schools budget amendments #11(Capital Outlay-Special Projects), #13(Capital Outlay-Special Projects), #15(Capital Outlay-Special Projects), and Carry Over Projects as submitted.

Item 6: Board Information

The following items were provided to the Board for information:

- a. Notice of Annual Meeting with SRMC Board of Trustees on October 27, 2014
- b. NCACC Legislative Goals Proposal Request

County Manager Reports

County Manager Ed Causey reported that the Town of Garland had invited the Board to their Garland Community Day on October 4th. He reported that he and Chairman had attended the NCACC Annual Conference in mid-August, that he had taken an introductory course in County finance, and that he would be on vacation the following week. He noted that staff would be beginning the work on the audit and working on the pay study. He noted that he and the Tax Administrator would be preparing for a report to the Board early in the new year on avenues for additional revenue.

Public Comments

The following public comments were offered:

Gary Wayne Hall: Proud to see that downtown is growing – Raynor’s remodeling, Abigail’s opening. Hoped to see something in the old Belk’s building, and Burney’s is coming. We are kinda in a situation where I would like for the Board to consider or think about the fact that parking is an important part of our downtown business. Recently, the Board decided that they wanted to take a parking space over next to the Courthouse. I think it is a great thing for y’all to have for business reasons, but I haven’t seen it used very much. They consider a parking space to be worth anywhere from \$500 to \$1,000 per week nationally. I don’t know if it would be that much in Clinton, but it is

worth something to me to have downtown for my customers to use. I would ask you to consider the fact that if it's not being used, either re-do it so that it's opened back up to the public or either take it and make it a system where all the people with the County commissioners could use it. Whether it is for a cup of coffee with the new place that will be open or business they need to do at the Courthouse. I just hate to see it being vacated with the amount of business that we are hoping to receive. I would also like for you to reconsider - the wording on it is a little tough when you say that they will be towed. We only give them a \$5 - \$10 parking ticket when they pull in front of my place and they're there all day long. It hurts my business, but I wouldn't want them to be towed. A parking ticket by what the police do would be adequate enough.

Adjournment

Upon a motion made by Commissioner McLamb and seconded by Commissioner Lockamy, the Board voted unanimously to adjourn.

Jefferson B. Strickland, Chairman

Susan J. Holder, Clerk to the Board

**SAMPSON COUNTY,
NORTH CAROLINA**

**July 28, 2014
Budget Adoption**

The Sampson County Board of Commissioners reconvened at 7:00 p.m. on Monday, July 28, 2014, in 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.

Chairman Strickland re-convened the meeting and thanked those present for their interest in the budget matter. He called upon Commissioner Parker for the invocation. Commissioner Lockamy then led the Pledge of Allegiance.

Chairman Strickland called upon County Manager Ed Causey for a recap of where the Board stood in the budget adoption process. Mr. Causey noted that the Board had previously adopted an interim budget ordinance which expired on July 31, 2014, as well as an interim budget ordinance for the month of August, which would take effect if a consensus could not be reached by July 31, 2014. He stated that if a permanent budget were adopted that evening, the interim ordinance for August would be unnecessary. He noted that the Board had previously considered, but not approved, a proposed budget with a tax increase of 4.5 cents (tax rate of 83 cents). The Board had also considered reductions to the originally proposed budget that brought the proposed tax increase of 9 cents down to 5.25 cents, and the Board could use either for a starting point of their deliberations. He stated that if any motion made included the adoption of a budget ordinance – the legal document which sets the tax rate and fees – then an additional meeting/vote on the budget would not be needed.

Commissioner Kirby stated that it had been a tough year on all. He had seen the pain departments would endure with a 5% across-the-board cuts, and he had looked at the material provided by the Manager with regard to a 3 cent tax increase, which would be equivalent to the 5% cut. He stated the County would suffer with this. He then moved to accept the budget ordinance as previously presented with a 4.5 cent tax increase (for a tax rate of 83 cents). The motion was seconded by Commissioner Lockamy, and passed unanimously. (Copy of budget ordinance filed in Ordinance Book _____, Page _____.)

Commissioner Kirby also moved that the County Manager look into/examine the possible effects of a business tax audit - the benefits, negatives and positives - and provide a presentation to the Board in January. This, he noted, would give the taxpayers the idea that the tax burden is fair on everyone. The motion was seconded by Commissioner Parker and passed on a vote of 4-1 (Commissioner McLamb voting nay).

The Chairman asked if Board members had comments with regard to the budget. Commissioner Lockamy expressed his appreciation to the citizens and employees for their attention and support; he thanked the staff and Board members for their hard work. He noted there was much work still to be done. Commissioner McLamb expressed his appreciation to the Board and staff. Commissioner Parker stated that through the deliberations and bickering, there were things misunderstood, but that was why there were five commissioners; they would not always agree, but it was good that they could come together to get a workable solution. He acknowledged that some ideas – such as the 5% cut – were difficult, but it was good to have Board members with a conscientious attitude regarding employees and their work ethic. He cautioned that they needed to ask themselves are we doing enough to make the County prosperous and one that everyone could be proud of, were there things that would be done in the agencies to curtail spending. He told the employees to lift up their heads and be encouraged. Commissioner Kirby thanked the Board for their deliberations, the County Manager and employees. He stated that the proposed 5% across-the-board cuts were a wakeup call. He hoped that this year’s budget had taught them and they embraced what John F. Kennedy had espoused: ask not what your country can do for you, but what you can do for your country. He stated, ask not what Sampson County can do for you, but what you can do for Sampson County. He noted that there was a time coming, unless there was a drastic change in revenue streams, that the 5% cuts may become reality, and they may not have any choice. Chairman Strickland stated that this had been a great learning experience for all, that 5% is instead very much, and perhaps they should have known. He stated that in the attempt to do what they thought was right, mistakes were made, but there was a greater understanding. He noted that the Board was not home free, they had cut some places to the quick and they would have to work to put back funding in those areas. He thanked everyone for their work and tolerating what they had been through.

Upon a motion made by Commissioner McLamb and seconded by Commissioner Kirby, the Board voted unanimously to adjourn.

Jefferson B. Strickland, Chairman

Susan J. Holder, Clerk to the Board

The Sampson County Board of Commissioners convened for a special budget work session at 9:00 a.m. on Wednesday, July 23, 2014 in 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.

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

Chairman Strickland called upon County Manager Ed Causey for an introduction to the day's process. Mr. Causey explained that at the Board's last budget work session on June 26th, they had adopted an interim budget ordinance for July and directed staff to prepare information on the effects of a 5% across-the-board cut, with these cuts to be on top of any previous cuts or changes made in previous budget work sessions. He recalled that the proposal on the table at that time had been revised from a 9 cent tax increase to a 5.25 cent tax increase. He noted that this was a reasonable approach, and staff had taken it seriously. He explained that he had met with all County department heads to establish their instructions for the development of their proposals, which were reviewed with department heads and funding partners by the Manager, Finance Office and Assistant County Manager over a period of two days. Each was asked to provide executive summaries no more than 1 ½ pages long, and explained that this was not an exercise, that if the Board wished to move forward with a proposal, he was prepared to aggressively implement it. The presenters were asked not to justify their existence, but to present a 5% reduction and its impact. Mr. Causey asked the Board to consider all of the proposals before they took any action as one department's proposal may have an impact on another. He noted that the proposed schedule - to move departments in and out generally within 15-30 minute presentations - was difficult but intended to allow the Board to complete their work in one full day.

Commissioner Kirby asked if the proposed 5% cuts were in permanent areas or in capital outlay or other operating costs, and Mr. Causey stated that departments had been instructed to limit their cuts to permanent cuts. He acknowledged that this became a challenge for some departments. He noted that there was proposed loss of personnel because of permanent cuts.

Commissioner Lockamy thanked the staff but stated that he thought this would interfere with the planned pay study, that they were trying to do too much at one time. Chairman Strickland apologized, but before the presentations offered a motion that the Board accept a budget at a tax increase of 4.5 cents (reduced from 5.25) as had been

mentioned at a previous session. Commissioner Lockamy seconded the motion stating that he believed the pay study, which had been discussed for five years, was already in place. He noted the Board had built and enjoyed new buildings, schools and jail – too much, too fast, not seeing the economic times that were coming. He noted that by his calculation, the proposals would send 75 people home, which would be devastating. He stated that decisions needed to be well thought out rather than drastic cuts at this time. He acknowledged there would need to be changes in employee benefits in the future, and he hoped the pay study would bring that out. He stated the Board had to pay somehow for the services provided to their citizens. The Chairman cautioned that time was running out and made the proposal as an acceptable solution. The motion passed on a vote of 3-2 (with Commissioner Kirby and Parker voting nay).

Chairman Strickland noted that the Board would need to reconvene once a budget ordinance would be prepared, and staff noted that one could be prepared for a 6:00 p.m. meeting.

Commissioner Kirby stated that he just voted against a 4.5 cent tax increase because it was wrong because it would not resolve the problem; the Board would have to raise taxes again next year and the year after that. He stated the only way to get from behind would be permanent cuts. He stated the County was now where the federal government was 15-20 years ago; we are too big and spending too much money. He stated they were going to compromise the tax base in a way that would hurt the County. Chairman Strickland stated that no one disagreed, but that it needed to be planned. Commissioner Kirby stated he didn't hear departments offer one positive way to do cut backs, and that was needed. He agreed with Mr. Causey that they were one catastrophic event away from insolvency if they kept on. He noted in response to Commissioner Lockamy that the pay study may increase salary costs. Mr. Causey clarified that the study would probably recommend a significant pay increase for employees, but that the strategy to implement has always been to also look at a variety of options including caps on employment or reductions in permanent employment. Commissioner Kirby voiced concerns regarding the "blank check" the pay study implementation may cost, and stated the expenses for the buildings were there and could not be undone, but that they could cut back, even if it took services to do it.

Upon a motion made by Commissioner Lockamy and seconded by Commissioner Kirby, the Board voted unanimously to recess to reconvene at 6:00 p.m. that evening.

Reconvened Meeting

Chairman Strickland reconvened the meeting with all commissioners present at 6:00 p.m. in the County Auditorium. County Manager Ed Causey explained that a budget ordinance had been prepared pursuant to the Board's vote earlier that morning,

with a 4.5 cent tax increase, taking \$300,000 from contingency. Commissioner Lockamy moved that the budget ordinance be adopted as presented, and Commissioner Strickland seconded the motion.

Commissioner Kirby clarified that he thought that the County employees were the finest in the state. His position, he stated, was driven by the fact that he looked at the information presented to him by Finance and made a decision in the best interest of everybody. He stated they did not have the resources to do what was being proposed in his opinion. If they continued to put the burden on the taxpayers, the system would break. He acknowledged that he would not have voted for a 5% across-the-board cut; that was not the answer. The motion was called and passed 3-2, with Commissioners Lockamy, Parker and Strickland voting yes; Commissioners Kirby and McLamb voting nay.

Given the budget's adoption, the Chairman recognized Tax Administrator Jim Johnson, offered the annual settlement of taxes pursuant to General Statutes. He reported that as of July 30, 2014, the outstanding balance of all delinquent taxes for FY 2013-2014 was \$1,507,821.46, which included real property, personal property, motor vehicles, fire, school and municipal tax districts, penalties and advertising costs. He stated that compared to last year, the settlement was approximately \$453,687.60 less than the previous fiscal year. The tax collection rate, he reported, had increased to 96.14%. He further reported that the Board must accept this settlement before charging him with collection of the next year's taxes. Commissioner McLamb made a motion, which was seconded by Commissioner Lockamy to accept the settlement for FY 2013-2014 as presented, and charge the Tax Administrator with the collection of taxes for Fiscal Year 2014-2015. However, before the motion could be voted upon Commissioner Parker stated he did not understand the motion and vote on the previous matter with regard to the adoption of the budget at a 4.5 tax increase. He moved that the previous motion with regard to the adoption of the budget ordinance be reconsidered. County Attorney Joel Starling stated that a member of the majority voting members from the last motion could make a motion to reconsider that motion. Commissioner Kirby seconded the motion to reconsider the vote, and it passed on a vote of 3-2 (Commissioners Parker, Kirby and McLamb voting yes and Commissioners Lockamy and Strickland voting nay.)

Commissioner Lockamy moved that the FY 2014-15 budget ordinance be adopted as presented to implement the Board's vote previously that morning for a 4.5 cent tax increase, and Commissioner Strickland seconded the motion. The motion failed on a vote of 2-3 (Commissioner Lockamy and Strickland voting yes; Commissioners Parker, Kirby and McLamb voting nay). There was considerable discussion among the Board members with regard to the budget process to date, and the Board recessed briefly for the County Manager to confer with the Finance Officer and Assistant County Manager.

The Board reconvened after a brief recess, and County Manager Ed Causey stated he had no criticism for anything the Board members wanted to accomplish, but reminded the Board that the problem stemmed from the fact that a previous Board never fully implemented the full tax increase pledged to pay for the debt for school construction. He reviewed the manager's summary of the full impact of the 5% across-the-board cuts, including the loss of 75 employees to achieve only \$758,817 in savings. This, he noted, would not solve the problem; the Board would have to eliminate departments and programs to get it down to the desired level. He stated that at some point in time, the Board had a solvency problem. At the end of the day, he stated, two things had to happen. The Board must realize they have one half billion dollars' worth of facilities they have to take care of, he stated, noting that the problems currently experienced with one of the Community College facilities would become a regular occurrence if something was not done. He stated there were not enough reductions that could be done alone, at some time there would have to be an increase in revenue, whether it was new industry, new sales taxes, or whatever. He cautioned that if the Board did not soon approve a budget, there would be an adverse effect with regard to the people who looked at the County from a financial viewpoint.

The Chairman called for the motion again to accept the budget ordinance as presented with the 4.5 cent increase. Commissioner Lockamy again made the motion, which was seconded by Chairman Strickland. It again failed on vote of 2-3, (Commissioner Lockamy and Strickland voting yes; Commissioners Parker, Kirby and McLamb voting nay). Given the Board's action, staff presented an interim budget ordinance for the month of August, 2014. Upon a motion made by Commissioner Lockamy and seconded by Commissioner Strickland, the Board voted unanimously to adopt the interim budget ordinance. (Copy filed in Ordinance Book _____, Page _____.)

Upon a motion made by Commissioner Lockamy and seconded by Commissioner Parker, the Board voted unanimously to recess to reconvene at 6:00 p.m. on Monday, July 28, 2014 for a budget work session.

Jefferson B. Strickland, Chairman

Susan J. Holder, Clerk to the Board

The Sampson County Board of Commissioners convened for a budget work session at 5:00 p.m. on Thursday, June 26, 2014 in the County Administration Building Conference Room, 406 County Complex Road, in Clinton, North Carolina. There being a number of citizens present, Commissioner McLamb moved that the meeting recess to reconvene in the County Auditorium, 435 Rowan Road, in Clinton North Carolina. The motion was seconded by Commissioner Parker and passed unanimously. The Board reconvened in the County Auditorium with the following members present: Chairman Jefferson Strickland, Vice Chairman Jarvis McLamb, and Commissioners Albert D. Kirby, Jr., Billy Lockamy and Harry Parker.

Chairman Strickland convened the meeting and called upon Commissioner Parker for the invocation. The Chairman expressed condolences to County Manager Ed Causey on the loss of his father-in-law. Mr. Causey expressed his appreciation to the Board for accommodating his need to handle his family issues.

Commissioner Lockamy also voiced compliments to the Sampson County Convention and Visitors Bureau, the Chamber of Commerce and the Expo Center on The Great Race event held that day at the Expo Center.

The Chairman then began the budget deliberation process by noting that there is a public comment period available at regular Board meetings; however, if there was a budget issue that impacted a particular department, the department would be allowed to address the question. The Chairman then recalled that at the Board's previous work session, they had reduced the proposed budget from a 9 cent tax increase to 5.25 cents, but they did not have a motion to approve this budget for budget ordinance and therefore had recessed for additional discussions. He reminded the Board that a budget must be approved by June 30, or an interim budget ordinance would have to be adopted. He stated that doing that had certain drawbacks, such as delaying the County audit. He opened the floor for Board input.

Commissioner McLamb moved that the Board do a 5% cut on all departments. Commissioner Kirby asked for clarification on whether this meant permanent cuts or operating expenses, whether it was an across-the-board cut Commissioner McLamb was proposing. Commissioner McLamb clarified his motion was across-the-board permanent cuts in addition to cuts previously made. Commissioner Kirby asked Finance Officer David Clack if he knew how much money the cuts would generate, and Mr. Clack explained that he did not as County dollars supported departments by different percentages. Commissioner Kirby then seconded Commissioner McLamb's

motion. The Chairman invited discussion on the motion, and the following comments were received:

Commissioner Kirby noted that this was a tough decision and that sometimes the county staff and public misunderstand. He stated that it was hard to tell a man or woman who wanted to get a raise or have been deserving one for years, that we are just not able to do it because of what Mr. Causey was saying during the last meeting. He stated that when Mr. Causey used the term solvency it was a red alert for him; they could no longer kick the can down the road and had to have permanent cuts. He pointed out that the cuts that are made now, the way they are made, it is kind of dangerous because they were cutting operating expenses and not getting down to the bottom. So it feels like cutting when you aren't really cutting anything at all. He noted the example of the \$300,000 that was taken from DSS, stating when you really look at it, that wasn't really \$300,000 taken away; if Ms. Bradshaw uses the funds in a way that does not touch her mandated funds, the Board will be paying for it anyway. They have to pay for those mandated funds. He stated that he understood everybody's desire, but used an analogy of when his mother gave him and his brother a bicycle. They saw this guy with a bigger and better bicycle, and they thought they should have one as good as his. They told their mom Santa Claus was not as good to us, but she just didn't have the money to buy that kind of bicycle. He stated that she wanted to, and he thought they deserved it, but the money just wasn't there. He stated that this was the they were facing.

Chairman Strickland noted that the majority of the cuts had not involved all departments. An additional 5% would be doubling up on some and would not be an equitable adjustment, he noted.

Commissioner Kirby stated that perhaps they should spread the burden, pick the ones up that haven't been hit. He added that when he first came on the Board there was discussion of a business tax audit and stated the time for the business tax audit had come.

Commissioner Lockamy noted that when they started deliberations he thought about 2% or 4% cuts, that some departments, such as EMS, could not stand a 5% cut. He stated he would have to see some numbers of what could be accumulated before he would be in favor of that.

Commissioner Parker noted that he used to work in the county as an employee, and cautioned that the Board should not forget the employees. No employees, no county government.

Sheriff Jimmy Thornton asked to be heard from the floor and asked if the 5% included salaries, and the Chairman noted it would be across-the-board. Sheriff

Thornton pointed out that close to 70-75% of all of budgets were salaries and benefits, only 25-30% at best goes toward all of the operating expenses. He stated that department heads would have to either cut salaries, or cut bodies. The pay study that had been approved would be out the window with this proposal, with this motion. He stated that he could not speak for any other department head, but he would have to cut positions before he could cut salaries.

The Chairman clarified that the motion would mean there would be no vehicles purchased, and Mr. Clack noted they would be excluded as a one-time expense, not a permanent cut. The Chairman noted that if \$1.65 million were deducted, it would bring the budget back closer to where it was at the end of the current fiscal year. Mr. Clack noted that there were not the same revenues or expenditures anticipated in the proposed budget – i.e. more sales taxes and less current year property taxes. The Chairman asked about cutting the proposed \$95,000 rescue vehicle, and Mr. Clack explained that this would only cut a third of the cost. The Chairman noted that reducing the vehicles would mean there would be additional vehicles wearing out at the same time and in need of replacement in future budgets. Commissioner Kirby noted that at the rate of expenses vs. revenue, even with the 9 cents increase and the 3.6 million, in about 3 years it still wouldn't matter, assuming there was no new revenue. Mr. Clack noted that certain expenses, such as utilities and gas, increase each year, and there would be the costs of implementation of the pay plan. Commissioner Kirby stated that this meant the only way to tackle the monster was permanent cuts. He reiterated the possibility of additional revenues from a business tax audit, and the Chairman noted potential revenues from an additional sales tax.

Commissioner Lockamy stated that before they started doing that type of drastic cutting, they should look closer to closing one or two departments completely down, maybe the libraries, or parks and recreation, instead of going straight across the board. He stated that the County had not generated enough money from the beginning when they built all of these buildings, and they had suffered ever since. The Board discussed whether across-the-board cuts would include debt service, and Mr. Clack cautioned that they could not reduce what they owe.

Chairman Strickland questioned if the Board were to look and see if there was another penny to be found to get the tax increase down to four and a quarter, would that be something that could be a substitute for an across the board cut. He noted an option would be to table the motion, and enter into an interim budget for 10 days or so.

County Manager Ed Causey complimented the board for the good discussion and saluted them from the standpoint that they were talking about long term solvency. He noted that 14 ½ -15% debt was on the high side but was acceptable at the time that the Board did it, and had the tax base been increasing 2-4% a year, as was the case when the financial model was developed, the County would not have the significant problem

that they have now. He added that when they were talking about the expenses, they either have to increase revenue or decrease real expenditures. He also clarified that the pay study is not a give all to everybody. When the pay study was completed, it would clearly depict the salaries that the employees should be earning, based on a time and grade. He added that it had always been his expectation that at the time they received that information, they would determine what is needed to support that pay study - the numbers of employees they can support, and in time it would lead to the discussion of whether to increase emphasis on contracted services in order to save on the benefit side. He cautioned that if the Board was going to do an interim budget, it was going to take every department. They should allow each department head to sit with them and talk about the impacts and sustaining them. He stated the 5% reduction would result in a loss of personnel for many departments, because if they are paying an average of 70% to salaries and benefits, then reducing the cost of government and expenditures will reduce personnel.

Commissioner Kirby asked if the more preferable solution were to do it at the age of retirement, and Mr. Causey responded that there were going to be some hard decisions to be made if they were getting to that point, and ultimately he would look at it from a point of using contracted services to replace a lost service in order to replace the loss on the benefits side.

After continued discussion, Commissioner McLamb made a motion to table the previous motion, and Commissioner Kirby seconded it. Commissioner Kirby reiterated that the business tax audits did not have to be punishing anyone, but educating them.

The Board discussed potential dates to meet for further budget deliberations, and Mr. Causey noted that staff had prepared an interim budget ordinance for consideration. The Clerk noted that no vote had been taken on the motion to table. The vote was taken, and passed unanimously.

Commissioner Kirby moved that the interim budget for the month of July be adopted. The motion was seconded by Commissioner Parker, and passed unanimously. (Copy filed in Ordinance Book _____, Page _____.)

Upon a motion made by Commissioner Lockamy and seconded by Commissioner McLamb, the Board adjourned.

Jefferson B. Strickland, Chairman

Susan J. Holder, Clerk to the Board

The Sampson County Board of Commissioners convened for a budget work session at 5:00 p.m. on Monday, June 23, 2014 in the County Administration Building Conference Room, 406 County Complex Road, in Clinton, North Carolina. The following members present: Chairman Jefferson Strickland, Vice Chairman Jarvis McLamb, and Commissioners Albert D. Kirby, Jr., Billy Lockamy and Harry Parker.

Chairman Strickland convened the meeting and called upon Commissioner Parker for the invocation. Chairman Strickland informed the Board that Katie Melvin, wife of former commissioner Johnny Melvin had passed away. He also reported that the County Manager's father-in-law had passed away over the weekend. The Chairman noted that he had received some calls, and there was some misunderstanding regarding the cost of a pay study. The Board discussed the difference in budgeting a portion of the implementation costs, not the study itself. The Chairman noted that he had some time ago discussed with Finance Officer David Clack regarding the potential refinancing of interest rates. He noted the potential savings of \$2.0 million over the remaining period of the financing (some water debt and some regarding county buildings and not extending the financing), but the Board would need to avoid an interim budget; it was important that the budget be adopted by June 30th.

Mr. Clack provided a recap on what the Board had done to date with regard to the budget, reductions of 1.87 cents from proposed 9 cent tax increase, based upon what a penny generated at the current tax rate. The Chairman stated he had also asked Mr. Clack to review the revenue side, and Mr. Clack reviewed potential revenue adjustments in the amount of .65 cents on the tax rate. Mr. Clack also presented, at the Chairman's request, additional reductions in the transfer of funds to Social Services of \$330,000, noting that this could result in a total cut to DSS of \$660,00 - \$990,000 (depending on whether the program was at a 50% or 25% reimbursement rate). He noted that certain services would have to be provided regardless of what is cut, and mentioned the reductions in State reimbursements that had led to previously proposed increases in County contributions. He cautioned that if demand led to services being provided (i.e. foster care), the Board may have to come back to contingency to fund the costs. Mr. Causey noted that the DSS budget was cut last year; if expenditures were occurred in overtime, for example, the costs would have to be paid. Mr. Clack also reviewed the possibility of reducing the transfer to the water district of \$26,600, a reduction to Parks and Recreation capital outlay in the amount of \$36,500 and a reduction of legal fees. These reductions totaled \$403,100, or a little over a penny on the proposed tax rate increase, for a proposed increase of 5.33 cents.

Commissioner Lockamy moved that the adjustments be accepted as presented. Commissioner McLamb seconded the motion. The Chairman asked the Board to allow department heads to speak on their budget issues.

DSS Director Sarah Bradshaw voiced her concerns regarding the proposed reductions in County dollars to DSS as they were on top of a previous \$145,000 cuts made in the recommended budget. She stated that this had her department already exhausting several line items by Christmas. She noted that her staff had already done over 6,000 hours of overtime, and they were utilizing 23 temporary staff. She stated she did not think it was possible to last through the year and cut staff, which was the only way to yield a million dollars to result in cuts of \$330,000 in county dollars. She pointed out the significant increases tracking for foster care in surrounding counties. She cautioned there were mandated services that had to be provided regardless, and she had a stressed department, losing employees, providing core services.

The motion was called and passed on a vote of 4-1 (Commissioner Kirby failing to vote without being excused counting as an affirmative vote; Commissioner Parker voting against).

Commissioner Lockamy moved that three of the replacement vehicles proposed for the Sheriff's Department be cut from the budget. The motion was seconded by Chairman Strickland. The Sheriff was asked about the cuts, and he stated he would work with the Board any way he could; he would like to determine which three were best to cut. Commissioner Parker asked about the policies with regard to deputies driving vehicles home out of the County. The Sheriff explained that at one point up until last year, the policy was that every deputy had to live in the County. He stated that with turnover and the hardship it was placing on the existing deputies, there are some now who live out of County. Prior to the change in policy, he noted, they were driving to the County line and picked up the County vehicle. In order to keep good people, he stated that he now allows them to drive the vehicles home, which if they looked across the County they would see law enforcement vehicles from many other areas. He added that it was alarming and a shame that the County could not pay people competitively so they have to go outside the County to seek jobs.

The motion was called and passed 3-2 (Commissioners Kirby and Parker voting nay). A citizen spoke questioning the benefit of reducing the law enforcement vehicles and deputies when the crime rate was increasing.

The Chairman noted this change would now would equate to a budget reduction from a 9-cent tax increase to 5.25 cents. The Chairman asked if the Board would entertain a motion to direct staff to prepare a budget ordinance with the proposed changes and a 5.25 cent tax increase. He also noted that there were a number of people were interested in doing something about the future of Parks and Recreation. He

suggested appointing a committee (after budget) of at least two commissioners to discuss options for the future of County Parks and Recreation, including authorizing the County Manager to discuss with the City Manager the possibility of merger and with others out in the County with regard to other possible directions.

In response to commissioners' questions, Mr. Causey noted that the actions recommended were basically deferrals of expenses, not reductions. He reiterated the need to fully fund the capital reserve accounts and dealing with the needs of the County's human infrastructure. He expressed concerns regarding the level of fund balance, especially without a capital reserve, and the level of cuts to Social Services, given past cuts. He expressed concerns about the solvency of the County and the ability of the County to meet all of their objectives. Commissioner Lockamy asked about refinancing, and Mr. Clack expressed that the majority of the benefit of the savings would be to the Water Department and would not have a significant bearing on the tax rate. The largest portion of the debt - the COPs funding - could not be refinanced until at least 2017. Mr. Clack reminded the Board that the process included approvals from the Local Government Commission and negotiating with the bond rating and insurance agencies, who will look at the County's finances including fund balance and the reoccurrence of interim budgets.

There being no motion forthcoming from the Board or any suggestions from Board members, the Chairman called for a thirty minute recess. After a recess for dinner, the Board returned to the meeting room. With no action forthcoming from the Board for the evening, Commissioner McLamb moved that the Board recess to reconvene on Thursday, June 26, 2014 at 5:00 p.m. The motion was seconded by Commissioner Parker. The Manager asked if the Board wished staff to prepare an interim budget in case the Board could not reach a consensus, and the Board directed it be done just in case. The motion to recess passed unanimously.

Jefferson B. Strickland, Chairman

Susan J. Holder, Clerk to the Board

**SAMPSON COUNTY,
NORTH CAROLINA**

**June 16, 2014
Budget Public Hearing**

The Sampson County Board of Commissioners convened at 7:00 p.m. on Monday, June 16, 2014, in the County Auditorium, 435 Rowan Road, Clinton North Carolina. Members present: Chairman Jefferson Strickland, Vice Chairman Jarvis McLamb, and Commissioners Albert Kirby, Billy Lockamy and Harry Parker.

Commissioner Harry Parker provided an invocation, and County Attorney Joel Starling explained the statutory provisions for a budget public hearing. It was requested that those present limit their remarks to matters dealing with the FY 2014-2015 budget, and that they observe the time limitation imposed by the Board.

Chairman Strickland opened the hearing, and the following comments were received:

Eric Bracy, Superintendent/Sampson County Schools: On August 25, 2014, our first day of school next year, we will welcome a brand new group of kindergarten students which will be the Class of 2027. We will say to these students that we plan to prepare them to be productive citizens when they leave our schools. We will say to their parents that we will do everything in our power to give these boys and girls the best education possible within the resources that we are given. We need every dollar we can get from our county, state and federal sources, as well as grants. We are facing cuts at the state level. One of the cuts we are facing is a \$273,000 cut in our low wealth funding, and we are serious in our commitment to using our funds in the most effective and efficient manner as possible because we know how hard our citizens have worked to provide these funds. So, thank you to the County Manager for recommending additional funds that totaled \$354,000 for Sampson County Schools. These additional resources will bring our per pupil figure to \$900 per student, still far below the state average. School boards and superintendents across the state are in turmoil over our budgets, because we have no idea what cuts will be made at the state level. We are going to do our best to make preparations to operate our budget given the unknowns that we have. We need your support. I respectfully ask that you consider providing the \$354,000 that Mr. Causey has recommended so we can move forward knowing what support financially that we have for our County. Our Finance Officer, our Board Chair, they will work with you and the County Manager any way we can to ensure that these funds will be used to support those students who will start school in August who are counting on us to keep them foremost in our minds for decisions that impact their future. I respectfully ask that you give consideration to the \$354,000 that Mr. Causey recommended. Thank you for supporting Sampson County Schools.

Don Raines, Candidate for State Senate: I am here tonight to introduce myself. I am running for the State Senate. I am from Johnston County; I have been Mayor of Princeton for 12 years. Your job tonight is a difficult job, and I respect your responsibilities tonight. Running for State Senate, my biggest responsibility will be for public education. [Chairman Strickland interrupted, reminding Mr. Raines that the comments should be limited to those related to the proposed budget.] In running for the legislature, the lottery money should be going to school systems to build schools and health and technology. With that, your budget stress would be a lot less.

Tracy Kirkland, Student Government President/Sampson Community College: I am a late bloomer. I went back to school about two years ago. I attend Sampson Community College; I am their Student Government President. We have an Activities Center right now that we are unable to utilize because of the condition that it is in. It still needs significant repairs to it, and that directly effects our students. This past year, we established a Drama Club that would love to be able to use that to put on productions and performances that they can't do right now. We're using the cafeteria area with the stage. Anything that you can do for the College is greatly appreciated by not only myself and the students, but the staff and faculty as well. We have an incredible college that puts amazing students through. Many of you have had children or grandchildren attend, and you've seen what they've done. There's a win/win in that the students that attend the College when they attend the College and they come back into the community, they give back to the community. Many of you may have attended the College as well. We have incredible faculty that helps these students get through. What you all do makes a difference. If that College was not there, I would not have gone back to school because it would not have been conducive for me to step into a four-year college after having been out of school for a lot of years. I appreciate what you do. I know you have an incredible task in establishing a budget for a County. I am hopeful that you will see the needs the College does have and will help us to meet those needs and get some of those, the facility especially, up and running so that we can use that so it does not sit stale.

Ann Knowles, Veterans Services Director: Your Veterans Office is one of the best in the State; I would put it against any veterans office in the nation. We do it with a whole lot less than most. Our budget is to the bone. I do not know of anything that you can cut but your Veterans Program that you gave us a few years ago and the veterans enjoy so much. I beg you do not cut into our budget because it is a bare bones budget. If I need equipment, I have to go to the Finance Office. The Board of Elections, I saw in the paper that you are looking at maybe not financing the equipment. It would be a very huge mistake, because then we are really going to be coming for money when we have to replace this equipment. I beg you to put some money aside for that because we have no options in what the State does. The State says the equipment is outdated and you have to change it, then you've got to change it. The most important thing I have to talk about is the pay study. You have made strides in granting us to start this part. Keep on with it.

You have all these employees who want to be career employees. They don't want to come here for a few years and then go to Cumberland County or somewhere else. We have to continue that pay study and not stop it, or not implement it. That would be a bad thing for our morale.

Don Myers, Turkey NC: I am sure every year the department heads come before this board and they give very good reasons why they should have more money, and they do have some good reasons, but there is a time to budget accordingly. My daughter and I went out and bought a car, identical, in the same year, with the same mileage. She lives in one county, and I live in Sampson County, and I'm paying 40% more taxes on my car than she is. At 78 cents, it is one of the highest counties of the 100 now, we are in the top 10 or 15 I feel certain. I'm sure that the County Manager asked for 9 cents hoping they'd get 3 cents or 7 cents. I'm for zero. I want this board to just tighten its belt and go on population, if you have you more population growth. I know that when population grows, the finances is increased because they have to have a place to stay, you can raise it according to inflation. I just want to let you know that I think the tax rate in this county is stifling to small businesses that want to come in and set up in this county when they can find another county with almost half the rate. It's just discouraging to me.

Ken Smith, Carolina Avenue/Clinton NC: I have had the unique opportunity to speak with a many residents who could not come here tonight. One of the residents, who lives over in Newton Grove, has asked me not to give his last name, but I'll just call him Billy. He is an elderly man who has worked all of his life and one thing that concerns him is one of the American dreams is to own a home, and one thing he has recently told me is that now with property taxes going up he doesn't know exactly how he is going to pay for it. He's retired; he's worked hard. Yes, there are services that are needed, but we need to think about people like him. Also, there's a young lady that lives up near the Turkey community, trying to raise three children. She's a renter. She said, I guess it doesn't matter than they are going to raise property taxes because I'm renting, but then she found out that that the person that she's renting from has told her that he's got to pay for this tax somehow, so your rent is going up. I know you have cut, I imagine that you've not cut to the bone. I'm not asking you to make Sampson County weakened by our tax cuts, but what I am saying is that big government is not the solution. I want to encourage commissioners to keep doing the positive job you're doing, but also what to ask you to think about the people who are not receiving any type of increases in their salaries, these are the people who are going to have to pay those taxes, those people who I have mentioned and those who are going to struggle. I don't think putting an extra burden is the right direction for us in Sampson County to go in.

Michael Warren, Sampson County Information Technology: I don't think what well tell you is resonating with you. You are not only causing undue stress continuing cuts, you are also causing undue stress at home with money. Within \$100, I'm making the same

thing I was making 10 years ago. I think, Mr. Billy, if they offered you more for your insurance rates or for your hogs, you aren't going to turn it down. Mr. Jarvis made his money farming. If he could get more for his product, he's not going to turn it down. I've bought cars from Mr. Jefferson; if he could make \$100 more, why not make \$100 more. Mr. Kirby, I'm sure his rates have gone up over the last ten years. Mr. Harry, when the County offered you money, did you turn it down? I'm at a tilting point. I have to make a choice, either lose convenience of being at home or going out of town. You've pushed me to the point I've got no other choice but to go out of town because I cannot make ends meet. When I started with the County, gas was \$1.80 per gallon; it's \$3.47 today. Groceries have tripled. I think you need to think about your county employees more. I know we have all these taxpayers, and we have to look out for the biggest population, but still if you work for the County, you've got to make ends meet or you'll have to look something else to do. If I have to work two jobs, I'm better off to find one job out of town, so I'm not gone all the time.

Paul Hutchins, President/Sampson Community College: I want to thank Ed Causey for his recommendations to you for Sampson Community College. Last week at your meeting, you cut \$130,000 out of our budget. I stand here tonight not to argue with you or complain, I understand why you are doing that. But, I really want to stress to you tonight that the remaining funds that Mr. Causey has in the budget are critical. We have a building on our campus is not only used by the college, it's used by the community. We need to get that building back where we can use it. The other funds in the budget are to help cover the continuing increases that we face, whether it be insurance, fuel cost, etc., in our operating budget. I have been in Sampson County now for two years. I have been impressed by the people in the Sampson County community. The people in this County have one institution of higher learning, and it is Sampson Community College. I don't want us to have a mediocre community college. I want us to have one of the best community colleges in the State, but we need your support to do that. We have buildings that need attention, and we need your support to do that. I'm proud to work at Sampson Community College. We have a tremendous faculty and staff. We have a great Board of Trustees, and we provide an opportunity for people regardless of their preparation, whether they come to us needing their GED, or developmental classes to be able to move on to college level course work. We prepare the workforce of Sampson County. What we do at Sampson Community College is important. I hope you'll recognize that. I hope you'll support us in the budget. Please do all that you can do to help Sampson Community College.

Sandra Carroll, Trustee/Sampson Community College: Thank you for appointing me to the Sampson Community College Board of Trustees. It has been an honor to serve them and to serve you. I don't want my property tax raised, but I do stand behind Sampson Community College. It gives a lot of young people an opportunity to get an education that otherwise couldn't. First and foremost in my mind is my grandson, who has been raised by his dad, who cannot afford to send him to a four-year college just yet. He's

going to Sampson Community next year. Not only that, a lot of older people have gone back to school. It's the only school we have here. Dr. Hutchins is doing a great job; the Board of Trustees is doing a great job. If at any point you can support us, I would great appreciate it.

Gail Adams: I am a retiree. I am here representing the senior citizens of Sampson County. They are some of your best, valued assets. With your new County tax rate, senior citizens cannot afford it. Regular employees cannot afford it. Because if you don't get pay raises, and trying living off of Social Security with a COLA increase that Medicaid or Medicare eats up. My husband and I both have medical problems. I love Sampson County; I was born and raised here. I worked here all my life, from the farm, to the telephone company to the Clerk of Courts Office. Increase the sales taxes, not the property taxes. We need some tax increase, I know that, but as high as you're recommending? I'm sorry, that will not keep my boat afloat. Sampson is already in the top 15 percent of the state's 100 counties in property tax rates.

Susan Heath, Sampson County Tax Office: What we need is to raise our tax base. That's the only way to generate more income. To do that, we think, as a Tax Office, we should do more business personal audits. There's tons of equipment out in this county and tons of things going on with businesses that are not listed and are never checked up on. I don't see the point of never bringing in a depreciation schedule from every business who files a business personal audit. I read in the Sampson Weekly about the possibility of cutting out spousal insurance. It is terrible. You would have so many people quitting. I would quit my job. I'm not going to stick around for 30 years to not get to a medium income salary. I will be gone, and half the people in my office would be gone. Think about us as employees. I am one of 600, but I am also one of 10,000 who pay taxes every year in the County. Insurance is the only thing going for us. If you cut it, you are cutting out a lot of employees. For many, that is the only reason we are still doing this job. We already lost from 90/10 to 80/20. I don't have a problem as an employee paying a little extra for myself, but you cannot start cutting out people's spouses [coverage]. You really do need to consider a tax audit for business personal property. There's way too much property that's not being listed. Every so many years, the tax depreciation schedule should be a mandatory thing.

William Peterson, Snow Hill: I think the people in Snow Hill have suffered enough without taxes being raised. The landfill was dumped in our backyard. Our homes have been deteriorating. We had a deal from the first time the landfill come, that deal only lasted for five years. If you sold your house at fair market value, and you didn't get the right amount, the landfill would pay you the balance of what you did not get. That's not been done. I came from California hoping life would be better. Guess what, it isn't. We have garbage trucks starting up in the morning and going in the afternoon. We have not been blessed like some of the part of the County. I'm pleading with you. My tax on my house is way too much. It's hard to pay (property taxes) now, but if they go up I'm

going to have to move back to California. I'd hate to because this is my home. I'm pleading with you to give us a break – not just the people in Snowhill, but the people across the county my age. I'm close to 80 years old now. I don't know how long I'm going to live, but I'd sure like to live a little bit longer without worrying about paying my taxes.

G. H. Wilson, Sampson County School Board: We need all we can get. I am a business owner; I know what it takes to run a business. We have 1400 employees; we have 19 school buildings we have to look after. It's a tremendous amount of expenditure. I thank you for what you have done. If you can keep the \$354,000 as the Superintendent asked, I thank you.

Willie Jacobs, Trustee/Sampson Community College: I ask you to do all you can for Sampson Community College. Some of you know the situation we go through each and every year because you have served as trustees. You know what the College goes through to keep things running in order. Thank you for support that you have given us in the past. Thank the County Manager for his support. Just ask you when you get out the scissors, please don't go too deep in Sampson Community College's category.

Don Myers: We have heard a lot from people who have their hand out; they benefit from it. I'd like to hear a lot more from those who pay in the taxes who really don't get a lot of benefits from the County, yet their taxes keep going up. I would love to see this Board hold the line on taxes this year.

John Swope, Economic Developer: By and large, County departments are not seeking increases in their budgets. There are examples where they are losing State or federal funding or where mandates are requiring services that are going to cost more money. Across the board, departments are not asking for any more money. As a matter of fact, the Economic Development Commission over the last ten years, has been cut 39.4%. I believe if you looked at most other departments, they have been cut by similar amounts. The County commissioners have done a great job over the last ten years being good stewards of the public's funds because there have been pretty good cuts. Also noted that if you looked at what County employees have received in increases over the last ten years, they are on fixed incomes too. When's the last time Sampson County had a tax increase? It's probably been five or six years. Don't like tax increases, but occasionally you have to have them; goods and services go up, all the County's costs go up.

Ann Knowles: I'd like to make sure that everyone understands that we as County employees are taxpayers. We don't have our hand out wanting our County to give us. We just want fair pay.

Jane Robinson, Sampson County Tax Office: I have been through three pay studies; none of them have been implemented at the Tax Office. If you think back whenever you built the Jail and the schools were built, it was put in the paper there would be a 30 cent tax hike in ten years to pay off the loans because you had to have schools and you had to have a jail. The County employees cannot bear the burden of paying off taxes.

Heather Bonney, Library Director: Last year, I was asked to look at my budget, just like the year before. Five years ago I voluntarily gave up my Assistant Director. I said we didn't need middle management; we needed more people on the floor. I am constantly looking to see how we can use the space that we've got in order to do more with what we've got. Two years ago, I was cut a little from the state, and last year, cut a little more from the state. Since I took over, we gone from \$142,000 being funded from the state to this year \$115,000, and now they are talking about another 2-3% cut. Last year, I said let's look at another way of serving outreach, let's look at another way of serving elderly and the bookmobile, let's look at another way of serving everybody with what we've got. I can't speak for other departments, but I do know that I had to look six people in the eye last year and tell them they had to go home to cut \$70,000 out of my budget. I wasn't going to get up and talk today, but I think you can see that my department has gone from \$900,000 to well below \$800,000. I've donated my left leg. I would hope I can keep my right one and limp along until we begin to see an upturn. The library serves the veterans. The schools that are taking these cuts - they don't have book budgets for their school libraries - these teachers come to us and are begging us for books. My library supports the community college, every single student in the County; we are the only free public computers in the County. I had 85 people sign up for library cards this past week alone. My point is my people serve from 0 to 105. I would just respectfully request my department be excused from deliberations this year.

There being no further comments, the hearing was closed.

The Chairman asked if the members wished to recess for further budget deliberations that evening or schedule another date for budget work sessions. Commissioner Kirby moved that Mr. Causey present the Board with alternative budgets, one budget with no tax increase at all, and another budget with a three cent tax increase. He stated that he was using that as a go-by; he would like to know, in Mr. Causey's experience, exactly how bad it would be. He was saying he wanted to look at the numbers, and was not saying he would vote one way or the other.

Mr. Causey stated that since Commissioner Kirby had deferred to his expertise, he could tell him that if you've got about a \$3 million deficit and you want to make any serious reductions in county government, assuming County employees were paid an average of \$40,00-\$50,000, he was essentially going to send vast numbers of people home.

Commissioner Parker seconded the motion. Commissioner Lockamy voiced his opinion that at this point in time the Board was close to finishing the budget and could discuss it themselves. He stated they did not have time to consider two additional budgets. If that needed to have been done, it should have been done earlier. Commissioner Kirby disagreed, stating that he did not think the Board was close at all, they needed to look at a closer amount to where they were last year. Chairman Strickland commented that the Board was too far down the road, and to change the process would not be in the best interest of the County government for the coming year.

At this point, Commissioner McLamb asked to be able to ask the audience a question. Commissioners Kirby/Parker agreed to withdraw their motions so that the Board could go back into public hearing. Upon a motion made by Commissioner Lockamy and seconded by Commissioner Kirby, the Board voted unanimously to re-open the hearing.

Commissioner McLamb asked the audience how many of them by show of hands thought that the County should continue or discontinue County Parks and Recreation. There was some confusion over whether the question was to continue it in the form it currently existed, or in another form, or in collaboration with the City. The hearing was then again closed.

Discussions resumed on the budget, and Commissioner Kirby re-stated his previous motion, which was again seconded by Commissioner Parker. Commissioner Kirby stated that he had sat on the Board almost five years and had complained about the high property taxes in Sampson County and its spending.

Mr. Causey stated that he would explain his position, and if the Board still wished to proceed, then he would respectfully request a Closed Session. He stated that the thing he struggled with is that he had been here for the last four years, and the Board talked about waste in government, but he never heard any specific recommendations. He stated that he had sat with the Board the entire year after informing the Board in last year's budget message that the County had a significant deficit and unless the board showed where it wanted to reduce expenditures they were going to have a significant tax increase. He stated that we talk about waste, but nobody would offer concrete ideas as to where to find waste. He stated the Board had cut the budget as far as they could dollars and cents, and they could reduce budgets, determine how many employees they could pay for, and go to sending employees home. He stated he didn't think he could do that and leave government at a reduced level and still operate and provide the services the Board would find acceptable. To do the two budgets would turn the group upside down and was a futile exercise. He reiterated that staff went into the budget with essentially no direction. Meetings were held to allow departments to make presentations, and at the beginning of each meeting, the Board was asked if there were decisions to make. Since there were none, staff assumed they

had tacit approval of the budget. He noted that staff had shown the Board the impact of state and federal actions and what the capital reserve was doing, to show the Board where they were in the budget, and now the Board was requesting he prepare a zero tax increase budget – he did not have the ability to do that. He cautioned to do a zero tax increase budget, should he do that, would not solve the problem. Until a capital reserve was established to maintain a half billion dollars’ worth of buildings on an annual basis, he stated, a zero budget would bury them in the next two to three years. If the Board wanted a zero budget, they would have to accept reduced services, and probably have to send a third of their workforce home. Based upon their previous deliberations, he did not think the Board was willing to do that.

Commissioner Kirby stated that Mr. Causey had heard his position for the last four years. He stated that when you have \$500,000 on a building that is not leaking and million dollar computer systems that were not bid out, he was suspicious about whether or not there was waste in this government. Yes, he added, he was depending on Mr. Causey’s expertise, not to come up with some flippant answer but put forth his best effort to see where he would make cuts. If he thought people would be going home, then he wanted to see that on paper. He stated there had been a tax increase his first year on the Board he voted against, and a tax increase the second year he voted against. He stated he had and would vote against every tax increase as long as he thought there was waste in government. There had to be some effort, he stated. If Mr. Causey showed him some instance where County government would have to shut down, then he wanted to see how bad it would be.

Mr. Causey responded that his answers were not flippant. He offered straightforward answers. He noted that Commissioner Kirby stated he had great expertise when he gave him the answers he wanted, but if he didn’t agree then he was flippant. He reiterated that he had sat with the Board for four years, but he could not identify what Commissioner Kirby had identified as waste; superlative terms about waste do not help. He thought that the Board would have gotten rid of waste when they went through the budgets for the past four years. He noted that the Board themselves could not agree, and it would be difficult for him to provide something that they all would agree on.

Chairman Strickland noted there were several factors that made this budget more difficult than others, including less tax revenues than the current budget. The Vice Chairman asked if the Manager had time to do what was asked in the motion, and Mr. Causey stated that if the Board voted to do it, he would not be the Manager. It was an outrageous request that would create a devastating impact on the County. He could not responsibly do that. Commissioner McLamb stated he had heard the commissioners offer very few cuts, and Mr. Causey stated if the Board could not come up with the cuts, how did they expect him to come up with cuts they could agree on? Commissioner Lockamy noted they had already cut the budget by \$1.5 million, and perhaps others

could be made. Commissioner McLamb questioned who would know what could be saved if deputies did not drive their vehicles home, and Mr. Clack stated the Sheriff's Office would have to provide that. The question was called on the motion that the Manager be asked to do two alternate budgets, one with a zero tax increase and one with a 3-cent tax increase. The motion passed 3-2 (Commissioners Kirby, Parker voting yes, McLamb failing to vote without being excused, which counted as an affirmative vote; Commissioners Lockamy and Strickland voting nay).

Mr. Causey stated that such vote had confirmed his resignation. Upon a motion made by Commissioner Kirby and seconded by Commissioner Parker, the Board voted unanimously to go into Closed Session. The Board then returned to the Auditorium and returned to open session upon a motion made by Commissioner Lockamy, seconded by Commissioner Kirby, and a unanimous vote.

Commissioner Kirby made a motion to reconsider the previous motion with regard to directions to the County Manager and that the Board have conversations with Mr. Causey and Mr. Clack regarding budget questions prior to meeting further on the budget. The motion was seconded by Commissioner Parker and passed unanimously. Mr. Causey commented that the Board had shown great forbearance in their discussions, and he appreciated their gentlemanly spirit. He stated that his telling the Board in open session that he was going to resign was inappropriate and unprofessional and should not have occurred that way. However, he added, much of what was said was heartfelt because he was genuinely interested in the County and the citizens thereof. He stated that he had no question that everyone sitting up at the table had the same objective - to come up with a solution to benefit all people. He reiterated that when a County Manager is working for the Board at the same time the Board should have confidence in that Manager. At any time the Board thinks someone else could best represent their interests, they should assert that authority, he stated, and he respected the authority of the Board and the decisions they make. To anyone he created emotional distress in the past thirty minutes, he apologized. He noted he had to be sensitive to the political atmosphere, but at the same time he had to maintain the management side of what is the long term interest and make sure that when he is presenting those cases, he does it in the most effective and professional manner possible. Mr. Causey specifically apologized to Commissioner Kirby if he had said anything he found offensive.

Commissioner Kirby apologized to Mr. Causey and noted that the Board was in a tough situation and the Manager's position was difficult.

The Chairman asked for a vote of confidence in the County Manager. The Board was unanimously in their vote. Upon a motion made by Commissioner Parker and seconded by Commissioner Kirby, the Board voted unanimously to recess to reconvene

at 5:00 p.m. on Monday, June 23, 2014 in the County Administration Building Conference Room.

Jefferson B. Strickland, Chairman

Susan J. Holder, Clerk to the Board

The Sampson County Board of Commissioners convened for their regular meeting at 7:00 p.m. on Monday, June 2, 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 McLamb then led the Pledge Allegiance.

Approval of Agenda

Upon a motion made by Commissioner Parker and seconded by Commissioner McLamb, the Board voted unanimously to approve the agenda with the addition of an appointment to the Adult Care Home Community Action Committee. Commissioner Kirby indicated he had two items to discuss at the end of the agenda.

Staff introduced intern Steven Williamson, who will be working as a summer intern in the Administration department assisting with the development of the County's new website and social media.

Roads

Monthly Report - NCDOT District Engineer Keith Eason was present to address questions or concerns from the Board or citizens in attendance. There were no comments.

Item 1: Planning and Zoning Items

TA-4-14-1 The Chairman opened the hearing and recognized Planning Director Mary Rose who reviewed the request to amend Section 12 of the Sampson County Zoning Ordinance with regard to Definitions and Word Interpretations to delete the section's reference to facilities with a generation capacity of more than 10 megawatts, as unanimously recommended by the Planning Board. Ms. Rose explained that the goal was to allow for smaller quantities of power to be generated under this same definition. Commissioner Kirby asked if this pertained to solar farms, and Ms. Rose explained that there were provisions even more specific to them. She explained that this would take care of an industry such as NOVI, a renewable energy facility that would generate less than 10,000 megawatts. Commissioner Kirby asked if this were being amended to accommodate new business. The floor was opened for comments, and none were

received. The hearing was closed. Upon a motion made by Commissioner Kirby and seconded by Commissioner Parker, the Board voted unanimously to approve the text amendment TA-4-14-1 as follows:

Renewable Energy Facility: *A facility, other than a hydroelectric power facility ~~with a generation capacity of more than 10 megawatts~~, that either:*

- A. *Generates electric power by the use of a renewable energy resource.*
- B. *Generates useful, measurable combined heat and power derived from a renewable energy resource.*
- C. *Is a solar thermal energy facility. (ZA-6-08-1)*

RZ-5-14-1 The Chairman opened the hearing and recognized Planning Director Mary Rose who reviewed the request to rezone approximately 1 acre located at 481 Delway Highway from RA-Residential Agriculture to C-Commercial. She reviewed the findings of fact and noted that all adjoining property owners had been duly notified and the property posted, and this request was unanimously recommended by the Planning Board. Commissioner Kirby asked if it were in proximity to an existing commercial development, and Ms. Rose stated yes. The floor was opened for comments, and none were offered. The hearing was closed. Upon a motion made by Commissioner Lockamy and seconded by Commissioner McLamb, the Board voted unanimously to approve rezoning request RZ-5-14-1, accepting the presented findings of fact and making the following zoning consistency statement: *Whereas, in accordance with the provisions of North Carolina General Statute 153A-341, the Sampson County Board of Commissioners does hereby find and determine that the recommendation of the ordinance amendment RZ-5-14-1 is consistent with the goals and objectives of the Sampson County Land Use Plan and other long range planning documents due to the fact this property is located in close proximity to existing commercial development.*

RZ-5-14-2 The Chairman opened the hearing and recognized Planning Director Mary Rose who reviewed the request to rezone approximately 1.01 acres located along Charles Newland Road from MRD-Mixed Residential to RA-Residential Agriculture. She reviewed the findings of fact and noted that all adjoining property owners had been duly notified and the property posted, and the request was unanimously recommended by the Planning Board. The floor was opened for comments, and none were offered. The hearing was closed. Upon a motion made by Commissioner Parker and seconded by Commissioner Kirby, the Board voted unanimously to approve rezoning request RZ-5-14-2, accepting the presented findings of fact and making the following zoning consistency statement: *Whereas, in accordance with the provisions of North Carolina General Statute 153A-341, the Sampson County Board of Commissioners does hereby find and determine that the recommendation of the ordinance amendment RZ-5-14-2 is consistent with the goals and objectives of the Sampson County Land Use Plan for residential growth due to the fact this property is located within a portion of the County designated as a Residential Growth Area in Section 2 of the Sampson County Land Use Plan (Future Use Map). This section further identifies appropriate uses for this area would include primarily residential development.*

RZ-5-14-3 This hearing was not held because owner withdrew application.

RZ-5-14-4 The Chairman opened the hearing and recognized Planning Director Mary Rose who reviewed the request to rezone approximately 79.36 acres located at 75 Runion Lane from RA-Residential Agriculture to I-Industrial. She explained that the Planning Board had recommended **denial** of the rezoning request after hearing Planning staff information and comments provided by adjoining landowners (which have been provided as part of the Planning Board minutes); however the Planning Board did not offer findings of fact for denial nor a zoning consistency statement. She noted that the property owner had requested that the hearing be continued until July and suggested that because of the Planning Board's omission, the Board may wish to remand this rezoning request back to the Planning Board. Upon a motion made by Commissioner Kirby and seconded by Commissioner Parker, the Board continued the hearing and remanded the item back to the Planning Board for reconsideration.

Item 2: Recognitions and Reports

Recognition of Retirees The Board presented plaques to retirees Lark Thornton and Candace Atwood.

Item 3: Action Items

Public Hearing – Identification of Needs, Small Cities Community Development Block Grant Program (CDBG) for Economic Development Projects The Chairman opened the hearing and called on consultant Skip Green who explained that the County was interested seeking funds from the State's Small Cities Community Development Block Grant Program (CDBG) and thus was holding the first of two required public hearings. He noted that the CDBG program is administered by the North Carolina Department of Commerce and the North Carolina Department of Environment and Natural Resources and that the CDBG Program permits grant funds to be used toward infrastructure projects that address health/safety needs (public water and sewer projects) or support Economic Development (public infrastructure) projects. He explained that applications for Economic Development must show that in excess of 60% of CDBG funds will benefit low or moderate-income persons through job creation or retention. Applications for other CDBG programs must show that funded activities: (1) will provide greater than a 50% benefit to low or moderate income persons; or (2) benefit identified special need populations; or (3) address health and safety needs. The floor was opened for comments, and none were received. The hearing was closed, and no action was requested at this time.

Appointments – Workforce Development Board This item was tabled.

Appointments – RPO/RTAC This item was tabled.

Appointments - Social Services Board Upon a motion made by Commissioner McLamb and seconded by Commissioner Lockamy, the Board voted unanimously to reappoint Jeff Gray.

Appointments - Economic Development Board Upon a motion made by Commissioner McLamb and seconded by Commissioner Kirby, the Board voted unanimously to appoint John Baxter for the remainder of Chuck Spell's term (expiring June 30, 2016).

Appointments - Sampson County Convention and Visitors Bureau Upon a motion made by Commissioner McLamb and seconded by Commissioner Lockamy, the Board voted unanimously to reappoint Michelle (Balance) Mehaffey and Sharad Surati and to appoint Susan Richert. Upon a motion made by Commissioner McLamb and seconded by Commissioner Kirby, the Board voted unanimously to appoint Ray Jordan as Chairman of the CVB for another year.

Appointments - Adult Care Home Community Advisory Committee Upon a motion made by Commissioner McLamb and seconded by Commissioner Parker, the Board voted unanimously to appoint Elsie McPhail to fill the position made vacant by Ms. JoAnn Parker's declining her previous appointment.

Item No. 4: Consent Agenda

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

- a. Approved the minutes of the May 5, 2014 meeting
- b. Approved the proposed Home and Community Care Funding Plan for FY 2014-2015 (Copy filed in Inc. Minute Book _____, Page _____.)
- c. Awarded the bid for courthouse security monitoring equipment to the low bidder, Hi-Tech Enterprises, Inc., in the amount of \$155,806.40
- d. Approved the following tax refunds:

#6186	Allen Ray Godwin	\$ 181.09
#6188	Register Farms	\$ 225.85
#6160	Williams James Hairy	\$ 115.40
#6168	S&W Ready Mix Concrete LLC	\$ 559.96
#6207	William Robert McLeod	\$ 127.12
#6213	Kimberly Williams Lane	\$ 149.67

#6195	S&W Ready Mix	\$ 161.83
#6178	Prestage Farms, Inc.	\$ 107.93
#6217	Sherry Williams House	\$ 250.26

g. Approved the following budget amendments:

<u>EXPENDITURE</u>		<u>Aging</u>		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
02558680	526200	GSC-Departmental Supplies	5,000.00	
02558800	522100	Nutrition- Food Provision		5,000.00

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
02035868	403601	GSC-Mid Carolina	5,000.00	
02035880	403601	Nutrition-Mid Carolina		5,000.00

<u>EXPENDITURE</u>		<u>Aging</u>		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
02558670	526200	Home Repairs-Departmental Supplies	650.00	

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
02035867	408403	HR -Donations -Fans	650.00	

<u>EXPENDITURE</u>		<u>Social Services</u>		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
13554120	568414	IV-E Foster Care	96,000.00	
13553100	512600	Part Time Salaries	6,400.00	
13553100	537000	Advertising	700.00	
13553100	545000	Insurance & Bonds	81,000.00	
13553310	544000	Adult Day Care	1,900.00	
13553100	512100	Salaries		24,800.00
13553100	518300	Group Insurance		80,000.00

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
13535410	403312	IV-E Foster Care	79,500.00	
13535330	403306	Adult Day Care	1,700.00	

<u>EXPENDITURE</u>		<u>Health/Family Planning</u>		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
12551640	529700	Lab Supplies	1,200.00	
12551640	523900	Medical Supplies	8,540.00	

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
12535164	404000	Family Planning State Assistance	9,740.00	

<u>EXPENDITURE</u>		<u>Health/WIC</u>		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
12551670	531100	Travel	1,526.00	

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
12535167	404000	WIC State Assistance	1,526.00	

<u>EXPENDITURE</u>		<u>Health/Env Health Food & Lodging</u>		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
12551830	531100	F&L Department Supplies	500.00	
12551830	535300	F&L Maint/Repair Vehicles	1,000.00	
12551830	525100	F&L Gas Oil & Tires	500.00	
12551830	544000	F&L Contracted Services	2,226.00	

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
12535183	404000	F&L State Assistance	4,226.00	

<u>EXPENDITURE</u>		<u>Soil & Water</u>		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
28349610	531109	Travel District Match	200.00	
11449600	526201	Dept Supplies Equip	1,005.00	

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
28334961	409909	Fund Bal Approp State	1,205.00	

<u>EXPENDITURE</u>		<u>Cooperative Extension/4H Teen Court/Restit</u>		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
05558320	526200	Departmental Supplies	750.00	
05558320	532100	Telephone & Postage	100.00	
05558320	539900	Restitution Bank	620.00	

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
05035832	303612	Teen Court and Restitution	1,470.00	

Commissioner Kirby asked the Board to consider two additional items:

Proclamation Honoring NC Theological Seminary Commissioner Kirby stated that he had the opportunity to attend the first graduation of the NC Theological Seminary. He read the proclamation and asked the Board to adopt it. Upon a motion made by Commissioner Kirby and seconded by Commissioner Lockamy, the Board voted unanimously to adopt the proclamation. (Copy filed in Inc. Minute Book _____, Page ____.)

Courthouse Parking Commissioner Kirby moved that one of the parking spaces at the Courthouse be designated for use by the Board of Commissioners, presenting a picture (Exhibit A attached) for location. Commissioner McLamb seconded the motion. The Chairman stated that he thought more time was needed for consideration since the request was just being brought before the Board, and Commissioner Kirby stated he was not prepared to withdraw his motion. County Attorney Joel Starling confirmed that the motion could be brought for consideration at a regular meeting of the Board despite not being noted on the published agenda. Commissioner Lockamy stated that he did not think it was necessary; he had never needed to park around the Courthouse and the Courthouse was pushed for parking anyway. Commissioner Parker stated that extenuating circumstances must have occurred for this to come up and a lot of Courthouses in different counties have such provisions for County commissioners. Commissioner McLamb stated that if there were places for judges and deputies, he did not see why they could not have one for the commissioners. Commissioner Parker stated it could be used also by the County Manager, who represented them. The vote was 3-2 to approve the motion, with Commissioners Strickland and Lockamy voting nay.

Item 5: Board Information

The following items were provided to the Board for information:

- a. Letter of Interest Submitted to NCEM Indicating Interest in Grant Funding to Assist with Completion of Required Update to Multi-Jurisdictional Hazard Mitigation Plan

County Manager Reports (only budget presentation)

Presentation of Proposed Budget for FY 2014-2015; Scheduling of Budget Public Hearing

County Manager Ed Causey presented the proposed budget for FY 2014-2015 and reviewed his budget message (copy attached). Upon a motion made by Commissioner Parker and seconded by Commissioner Lockamy, the Board voted unanimously to schedule the budget public hearing for June 16, 2014 at 7:00 p.m. The Board scheduled budget work sessions for June 5 and June 10 beginning at 1:00 p.m. each day.

Public Comments

There floor was opened for comments, and the following were received:

Ann Knowles: This is the time that we need to speak, before you work on the budget. This is the time that we ask you to look very carefully at it, for the pay plan, for the future of our County employees, for the buildings, for all that has to be done. This wasn't created overnight, and it won't be repaired overnight, but we have to start. When you're looking at the budget, and I've been to the budget meetings with you. We didn't find anywhere that you found a whole lot of waste because we have been cut to the bone every year. So we are asking you as you look at this budget and start your cutting, do not sacrifice your employees. Do not sacrifice the residents. Work it out together so that all of us can benefit from you. Y'all have a lot of knowledge sitting up there in County government, a lot of knowledge of what our County needs and what we can afford. We know we can't afford to lose employees. I know we do not like to raise taxes, but we have to look back that we all voted to build these schools and build the buildings, and it was said then that in order to pay for them you were going to have to raise the taxes. I don't want to pay more taxes, but I want to have my office operatable for the veterans in this county. We can't take any cuts; we are bare bones, and we don't go at the end of the year and spend every dime. If there's any we can save, we turn it back in because we are going to need it next year. I thank you. You've got a hard job, but you're everyone up to the task. I applaud our County Manager. He is an excellent leader to your county departments. We are very fortunate to have Mr. Causey because he's led us through some dark times, and he can bring us out on the other side.

Adjournment

Upon a motion made by Commissioner McLamb and seconded by Commissioner Kirby, the Board voted unanimously to adjourn.

Jefferson B. Strickland, Chairman

Susan J. Holder, Clerk to the Board

The Sampson County Board of Commissioners convened for a special meeting at 4:00 p.m. on Tuesday, May 27, 2014 in the County Administration Building Conference Room, 406 County Complex Road, in Clinton, North Carolina. The following members present: Chairman Jefferson Strickland, Vice Chairman Jarvis McLamb, and Commissioners Albert D. Kirby, Jr., Billy Lockamy and Harry Parker.

Chairman Strickland convened the meeting and noted the purpose of the meeting was to reconsider seeking legislative approval for a referendum for an additional ¼-cent sales tax. He called upon County Attorney Joel Starling who reviewed his written memo explaining that the matter could be reconsidered despite having a similar motion defeated at an earlier special meeting. He noted no impediment to the motion being considered anew as the first motion approved no action, so no “right” had vested by the Board’s previous action, and there was no Board policy restriction on how often a question could be considered subsequently. The memorandum explained that a motion to reconsider was not necessary under the present circumstances; the question, could simply be introduced.

Commissioner McLamb stated that he did not believe he understood the matter as plainly as he should have the first time and moved to adopt a resolution requesting that the North Carolina General Assembly enact legislation authorizing Sampson County to hold an advisory referendum on whether to levy an additional ¼-cent sales tax. The motion was seconded by Commissioner Lockamy.

Commissioner Kirby stated that he fully understood the need to generate revenue for local government, and the measure if approved was designed to generate approximately \$900,000 per year by increasing the sales tax by a ¼-cent. He stated that the purpose, however, was not to simply put the measure before the voters for their approval, the purpose was to raise their taxes under the pernicious ruse that they were doing it. He stated that if the Board believed this was just a matter of letting the voters decide, they believed in fairy tales. He stated that no one on the Board could say that their phone was ringing off the hook with voters demanding that commissioners raise their taxes. If that were the case, he said, he could understand the need for this emergency meeting. This move, he stated, was to give commissioners a way to vote for a tax increase by hiding behind the guise that it was the taxpayer who wanted to raise his or her taxes. He noted that there was a difference between this referendum and the beer and wine referendum that recently failed – this applied to all citizens and anyone who buys items in the county whereas the beer and wine referendum only effected those pockets where beer and wine were not sold. He stated that the Board was elected to make the hard decisions with respect to spending, taxing and cutting, adding to or eliminating waste in government; it was their duty alone, non-delegable. He added that should the referendum prevail, they would be left with the distinction of having the

highest sales tax in the State, along with having the highest property tax of all our contiguous counties. He discussed that the local government was representative with five separate districts, and provided the example that if the voters in one of the five districts voted overwhelmingly against the matter, but the voters in the remaining four districts voted in favor, all of the citizens would be subject to the tax irrespective of the desires of the one district. He questioned the reasoning that the tax was “fair to all citizens” noting that the people who do not pay property taxes do not pay them because they do not own property because they do not have the money to buy property. He stated there were others who do not pay property taxes because they, intentionally or unintentionally, do not list the property. Millions of dollars could be realized, he stated, by simply ensuring that everyone listed and paid their taxes on the property they own. This was more unfair – having hard working, working class people dutifully pay their taxes while wealthy citizens and companies with the most resources do not. This tax would increase what the elderly and disabled paid for food and medicine, and it is unfair to raise taxes when there is waste in government, he added.

Commissioner Lockamy stated that he still thought it was the fairest tax; they lived in a free democracy, and it gave the citizens of Sampson County the opportunity to speak. Then, he noted, they would know what the majority of people wanted to do.

The motion was called and passed on a voted of 3-2 (Commissioners Kirby and Parker voting nay). (Copy of resolution filed in Inc. Minute Book _____, Page _____.)

Upon a motion made by Commissioner McLamb and seconded by Commissioner Lockamy, the Board voted unanimously to adjourn.

Jefferson B. Strickland, Chairman

Susan J. Holder, Clerk to the Board

The Sampson County Board of Commissioners convened for a special meeting at 7:30 a.m. on Friday, May 16, 2014 in the County Administration Building Conference Room, 406 County Complex Road, in Clinton, North Carolina. The following members present: Chairman Jefferson Strickland, Vice Chairman Jarvis McLamb, and Commissioners Albert D. Kirby, Jr., Billy Lockamy and Harry Parker.

Chairman Strickland convened the meeting and called upon Commissioner Parker for the invocation. The Chairman explained that the purpose of the meeting was to discuss a matter that had been discussed informally for a year – the consideration of seeking legislative approval for a referendum for an additional local ¼-cent sales tax. The Chairman noted that such referendum should be conducted during a planned countywide general election to avoid additional election costs, and the opportunity only presented itself every two years, and there was an upcoming general election in November. He noted that now was the time to bring the request before the legislators who were currently in the short session.

The Chairman stated that the ¼-cent sales tax would bring in about \$900,000 per year to the County (approximately equivalent to 2 cent on the tax rate), and after sharing the per capita municipal portions, the County would net approximately \$850,000. The earliest time for the referendum being November, it would be April 2015 before it could go into effect (no effect on this year's budget). The deadline for making the decision, he encouraged, was now so that the request would go to the legislators.

Commissioner McLamb asked if the property tax would be cut if the ¼-cent sales tax referendum passed, and it was noted that would be the decision of future boards and revenue projections of future budgets. Commissioner Lockamy noted that the Board had heard budget presentations from all of the departments, but had not yet cut the budget. He noted that the beer and wine referendum did not pass and they needed some additional revenues to pay for County services, and the sales tax was the fairest. It should, he stated, be put to the citizens to decide. Commissioner McLamb stated he would be in favor of it if the property tax were reduced; they needed to stop taxing people.

County Attorney Joel Starling noted that the request may be echoed by other counties, so the request might need to be for a blanket bill statewide as opposed to only a local bill. Commissioner Lockamy stated that in his conversations with legislators, they may need to put a sunset provision in the request.

Commissioner Kirby asked if this were the same sales tax that was cut by the General Assembly years prior, and Mr. Clack explained that the tax which sunset was a ½-cent state sales tax.

Mr. Starling noted that the legislation was for an advisory referendum. If it passed, the Board would not necessarily be compelled to levy the tax, if the drafted legislation tracked the same as current statutes.

Commissioner Kirby stated that the Board had not yet dealt with its budget shortfall, and he was against raising taxes until the Board had done all that it could do. Commissioner Parker stated that there was more that could be done to find the waste in County government. Commissioner Lockamy noted that if it were on the ballot, the citizens would decide. Commissioner Kirby stated this was like tax and spend personified - the employee raises and the pay study giving someone a blank check - it is an inconsistent message. Chairman Strickland challenged the Board members, if they believed there was waste in government to put it on paper, identify it and make motions regarding it. Commissioner Kirby stated he would start with \$50,000 for a pay study when the Board already knew employees need more pay. Commissioner Lockamy moved to proceed to seek legislative approval for an additional local ¼-cent sales tax. The motion was seconded by Commissioner Strickland, and failed on vote of 2-3 (Commissioners Lockamy and Strickland voting yes; Commissioners Kirby, Parker and McLamb voting nay).

The Chairman requested the Board sign a letter supporting legislative efforts (H1107) to have the County portion of lottery proceeds restored over a period of three years. Board members signed letters to be submitted to members of the Sampson County legislative delegation.

Closed Session

Upon a motion made by Commissioner McLamb and seconded by Commissioner Kirby, the Board voted unanimously to go into Closed Session pursuant to GS 143-318.11(a)(4) to discuss industrial recruitment. In Closed Session, Economic Developer John Swope updated the Board on prospect activity and potential changes in incentives offered. No action was taken in Closed Session. Upon a motion made by Commissioner Kirby and seconded by Commissioner McLamb, the Board voted unanimously to come out of Closed Session.

Upon a motion made by Commissioner McLamb and seconded by Commissioner Parker, the Board voted unanimously to adjourn.

Jefferson B. Strickland, Chairman

Susan J. Holder, Clerk to the Board

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

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 Lockamy and seconded by Commissioner Kirby, the Board voted unanimously to approve the agenda with the addition of a Closed Session for economic development.

Roads

Monthly Report - NCDOT District Engineer Keith Eason was present to address questions and concerns from the Board and citizens in attendance. He had no specific report other than that the department was conducting maintenance activities to catch up from the winter weather, patching, repairing potholes. Chairman Strickland asked about the paving schedule, and Mr. Eason stated that the contract includes Duplin County also, and the contractor was working in Duplin; there would be about 15 miles paved in Sampson County. Commissioner Kirby asked if all the property for Highway 24 had been acquired, and Mr. Eason stated that the majority should be, but there were always a few stragglers.

Item 1: Reports and Presentations

Governor's Volunteer Awards Chamber of Commerce Executive Director Janna Bass introduced Thad Toomer and Cliff Ireland, recipients of the Governor's Volunteer Awards for 2014. The awards were presented by Ms. Bass, Patrick Giddeons (nominator of Thad Toomer and Guardian Ad Litem representative) and the Chairman.

Courthouse Security The Chairman recognized Judge W. Douglas Parsons, Senior Resident Superior Court Judge, who had requested the opportunity to address the Board regarding Courthouse security. Judge Parsons yielded the floor to Commissioner Kirby who stated that he had had the opportunity to meet with Judge Parsons, Judge Leonard Thagard, County Manager Ed Causey, the Chairman, and Public Works Director Lee Cannady following the budget discussions wherein the

Board voted for the security measures. He stated that he had to admit that having nearly a half million dollars added to the debt services added a sinking feeling to his stomach, so he made some comments during that particular budget session having second thoughts about having other things done to avoid that addition to the County's debt services. He stated that he didn't want to be misconstrued or misinterpreted by the comments; they were just his thinking aloud that if there was anything possible that could have been done, he would have hoped that the County would have done that to avoid the huge amount of money. He stated that to the extent that anyone might have considered his comments an indication that the judicial staff and the Clerk's office, all the people at the Courthouse, that they do not work diligently and hard, that would have been a total misunderstanding of what he said. He stated that he knew how hard Judge Parson worked when he was practicing law, and as a judge he works just as diligently; Judge Thagard is the same way. Following those comments, he noted, they met and talked about ways that the judiciary could assist the County in helping with scheduling. It was a productive conversation, he stated, and the judges listened to them and are addressing those concerns. Judge Parsons informed the Board that the system they had put into place was working well, functioning smoothly; people are not waiting in line. The people of Sampson County now have a forum in which to do their business, he stated. Referencing family court, he noted that with the hostilities, people will not be able to do something stupid with a weapon. He thanked the Board for their actions. The Chairman and Commissioner Kirby noted feedback that the implementation was going smoothly. Judge Parsons commended the Board for resolving an issue they had inherited.

Multi-Disciplinary Efforts to Establish a Child Advocacy Center MDT

Coordinator Shannon Blanchard discussed that in order to have a Child Advocacy Center they had to have a multi-disciplinary team in place and reviewing child sex abuse cases. She introduced the portion of the team present: Health Director Wanda Robinson, Jane Dudley of DSS, Sheriff's Deputy Chris Godwin, District Attorney Ernie Lee and DSS Director Sarah Bradshaw. Also on the team, she noted, were Patrick Giddeons of Guardian ad Litem and Ken Jones of Eastpointe. She reported that in the last year and a half, the team had reviewed 102 cases of child sex abuse and currently had 58 open cases. The group urged the Board and staff to attend an informational breakfast on April 9, 2014 from 8-10 a.m. at the Department of Social Services to raise community awareness. Mr. Ernie Lee discussed the number of current cases in Sampson County, the need for a multi-disciplinary team of professionals to work with the cases, and the CAC successes in Onslow County.

Update on Activities of the Transportation Advocacy Group TAG Committee

Chairman Jerol Kivett discussed the purposes of the committee: to advise the Board on transportation needs and to advocate for those needs. He stated that since its appointment, the group has actively advocated for the completion and four-laning of Highway 24 from Clinton to Interstate 40. During the past year, the committee has held

seven meeting to identify how to best serve its purposes. They determined that they need to work with and through those individuals and organizations which make transportation decisions and had met with NCDOT Board member Michael Lee, Secretary of Transportation Tony Tata and his Chief of Staff Bobby Lewis, Division Engineer Karen Fussell, District Engineer Lin Reynolds and RPO Director Joel Strickland. From these meetings, he noted, they have recognized how transportation funding decisions were being made. He noted that such decision-making at the State level had undergone a major change, with decisions made under the new strategic mobility formula – a data driven system for deciding which projects are worthy of state and federal transportation dollars. They learned, he said, that the quantitative data for this year had been completed, and the remaining two sections of NC 24 have scored in all three categories (the state, the regional and the division). The TAG Committee, he said, continues to learn the most important committees to work through and have identified the need to work through the RPO and the RTAC, administered by the Mid Carolina COG. He noted that Sampson County was represented on the RPO by Commissioner Kirby and Roland Hall of Roseboro. On the RTAC, Sampson County is represented by several individuals including Planning Director Mary Rose and EDC Director John Swope. This committee, he explained, ranks the transportation projects in Sampson, Cumberland and Harnett counties to make a recommendation to the planning organization, which in turn makes its recommendations to the NCDOT. He noted that this shows how important it is for projects to be advocated for from the start, through these organizations. In addition to advocating for NC 24, the Committee is monitoring the plans for Highway 70 and Interstate 795. He welcomed the Board's advice and support.

Opposition to Referendum Regarding Beer and Wine Sales in Sampson County
Turkey Town Commissioner Rev. Tony Moore and Dr. Larry Watts, Co-Chairmen of the Citizens for the Prevention of Countywide Alcohol Sales, were present to express their opposition to the referendum on countywide alcohol sales. Rev. Moore presented a resolution passed by the Town of Turkey in opposition to the referendum. Rev. Moore noted that the greater the accessibility of alcohol, the greater the potential for its related problems. As a visual aid, Rev. Moore laid out \$10 in rolls of nickels on the floor in front of commissioners and stacks of dollar bills, stating that for every \$10 (of revenue), there would be \$214 that would be spent in alcohol-related services. He stated that when more alcohol outlets were added across the county, the County was going to have to have more law enforcement and alcohol-related services, making it a revenue negative decision. Dr. Watts spoke to personal experiences in a small town Montana and as a victim of an alcohol-related accident. He discussed statistics related to alcohol use.

Later in the meeting, Commissioner Kirby asked to go back and comment on this issue. He stated that as commissioners they were in a tough situation, in the unfortunate position of having to give the appearance that they were for alcohol, so to speak. He stated that was not the purpose of the vote; they were in the uncomfortable

position of advocating for positive revenue that could come into the county. He noted that alcohol was already all over the county, whether it is sold in specific areas or not. He clarified that they were not voting for it, they were just saying let's let the individual decide on whether or not you want to have that revenue stream coming in.

Item 2: Action Items

Public Hearing (continued from February 3, 2014) - Consideration of Appropriations and Expenditures for NOVI Carolina Digester III, LLC The Chairman opened the hearing and recognized Economic Developer John Swope. Mr. Swope requested that the hearing be closed as the company was not prepared to bring more specific plans at this time. Upon a motion made by Commissioner Lockamy and seconded by Commissioner Parker, the hearing was closed. Mr. Swope stated that they were still working with NOVI, hoping to find a suitable site. Commissioner Kirby stated that he hoped that the site will not end up being in an African-American district; it would not look good for some of the people who were against the industry locating in the industrial park to be in favor of it being located in a minority district.

Consideration of Process for Adoption of Animal Control Ordinance County Manager Ed Causey noted that the Board had held a public hearing regarding the proposed Animal Control Ordinance, and the Board had several options for proceeding - approving the modified ordinance as presented, holding additional discussions or making additional modifications. Staff indicated that they had not received negative feedback calls, and Board members noted their previous questions had been answered. Upon a motion made by Commissioner Kirby and seconded by Commissioner Parker, the Board voted unanimously to adopt the modified Animal Control Ordinance as presented that evening. It was noted that since Commissioner McLamb was absent, the ordinance would be reconsidered for a second vote at the next regular meeting.

Appointments Assistant County Manager Susan Holder reviewed those on behalf of Commissioner McLamb, pursuant to his request in her phone conversation with him earlier that day. Commissioner Kirby voiced concerns at proceeding, but the Board considered the appointments as presented.

Workforce Development Board Upon a motion made by Commissioner Kirby and seconded by Commissioner Lockamy, the Board voted unanimously to replace Tarheel Challenge Deputy Director with Director Edward Timmons as the community-based organization representative to the Workforce Development Board.

RPO/RTAC - Chairman Strickland recommended that Arnold Page be appointed to fill Roland Hall's seat, but the item was tabled for further discussion.

Local Emergency Planning Committee Upon a motion made by Commissioner Parker and seconded by Commissioner Lockamy, the Board voted unanimously to appoint Ron Thompson (Red Cross), Timothy Daniels (NCHP), Courtney Boyette (Eastpointe LMO), Cliff Ireland (Amateur Radio), Paul Hutchins (Amateur Radio), Meagan Myers (Health), Kelly Parrish (Health) and Grant Jones (NC Forestry) to the LEPC Committee.

Sampson County Convention and Visitors Bureau Upon a motion made by Commissioner Lockamy and seconded by Commissioner Kirby, the Board voted unanimously to appoint Julie Stadig to replace Mason Tarr for a three-year term on the CVB Board.

Southeastern Economic Development Commission Upon a motion made by Commissioner Kirby and seconded by Commissioner Lockamy, the Board voted unanimously to reappoint Cary B. Taylor to the SEDC Board.

Item 3: Consent Agenda

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

- a. Approved the minutes of the February 3, 2014 meeting
- b. Adopted a proclamation declaring April as Public Health Month in Sampson County (Copy filed in Inc. Minute Book _____, Page _____.)
- c. Adopted a proclamation declaring April as Child Abuse Prevention Month in Sampson County (Copy filed in Inc. Minute Book _____, Page _____.)
- d. Authorized the destruction of certain Library Department records, pursuant to the Records Retention and Disposition schedule, as requested
- e. Authorized the surplus and sale of withdrawn library titles/items pursuant to the Library Selection Policy through book sale, foyer shelving and donation to non-profit organizations (4,495 title listing)
- f. Approved late applications for present use value (Gregoire, Knight)
- g. Approved the following tax refunds:

#6107	James and Judith Simmons Sebrell	\$ 173.05
#6008	Geraldine and William Fryar	\$ 693.43
#6083	Big Blue Store	\$ 211.28
#6088	James A. Britt	\$ 100.05
#6048	Willie Hayes, Jr.	\$ 243.93

#6058	Living Waters Worship Center	\$ 165.20
#6072	Phillip Allen Strickland	\$ 125.82
#6031	Cathlene W. Boone	\$ 106.84

h. Approved the following budget amendments:

<u>EXPENDITURE</u>		<u>Social Services</u>			
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>	
13554810	568413	Crisis Intervention Program	3,341.00		

<u>REVENUE</u>			<u>Increase</u>	<u>Decrease</u>	
<u>Code Number</u>		<u>Source of Revenue</u>			
13535480	403313	Crisis Intervention Program	3,341.00		
13535310	403370	Permanency Planning	37,003.00		
13535310	403372	SSBG		37,003.00	

<u>EXPENDITURE</u>		<u>Aging</u>			
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>	
02558670	525000	Home Repairs	1,500.00		

<u>REVENUE</u>			<u>Increase</u>	<u>Decrease</u>	
<u>Code Number</u>		<u>Source of Revenue</u>			
02035867	403602	Grant - United Way	1,500.00		

<u>EXPENDITURE</u>		<u>Health/Healthy Carolinians</u>			
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>	
12551570	529900	HC Miscellaneous Expense		2,696.00	
12551550	526201	HP Department Supplies Equipment	1,696.00		
12551550	526200	HP Department Supplies	1,000.00		

<u>REVENUE</u>			<u>Increase</u>	<u>Decrease</u>	
<u>Code Number</u>		<u>Source of Revenue</u>			
12535157	404099	HC Fund Balance Appropriation		2,696.00	
12535155	404099	HP Fund Balance Appropriation	2,696.00		

<u>EXPENDITURE</u>		<u>Health/MH/FP/CH</u>			
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>	
12551100	581002	Transfer to Other Programs		2,600.00	
12551630	526201	MH Department Supplies Equipment	600.00		
12551640	526201	FP Department Supplies Equipment	600.00		
12551690	526201	CH Department Supplies Equipment	400.00		
12551690	531100	CH Travel	1,000.00		

<u>REVENUE</u>			<u>Increase</u>	<u>Decrease</u>	
<u>Code Number</u>		<u>Source of Revenue</u>			
12535110	404000	HC Fund Balance Appropriation		2,600.00	
12535163	404000	HP Fund Balance Appropriation	600.00		
12535164	404000	HP Fund Balance Appropriation	600.00		
12535169	404000	HP Fund Balance Appropriation	1,400.00		

EXPENDITURE		<u>Health/TB/CDC/BCCP/MH/FP</u>	
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	
12551100	581002	Transfer to Other Programs	
			<u>Increase</u> <u>Decrease</u>
12551200	529700	TB-CD Lab Supplies	500.00
12551560	529700	BCCP Lab Supplies	500.00
12551630	529700	MH Lab Supplies	4,500.00
12551640	529700	FP Lab Supplies	2,500.00

REVENUE			
<u>Code Number</u>		<u>Source of Revenue</u>	
12535110	404000	General Admin State Assistance	
			<u>Increase</u> <u>Decrease</u>
12535120	404000	TB State Assistance	500.00
12535156	404000	BCCP State Assistance	500.00
12535163	404000	MH State Assistance	4,500.00
12535164	404000	FP State Assistance	2,500.00

EXPENDITURE		<u>Health/CD/AH/IMM/MH</u>	
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	
12551100	581002	Transfer to Other Programs	
			<u>Increase</u> <u>Decrease</u>
12551250	523900	CD Medical Supplies	500.00
12551510	523900	AH Medical Supplies	25,000.00
125551600	523900	IMM Medical Supplies	500.00
12551630	523900	MH Medical Supplies	1,000.00

REVENUE			
<u>Code Number</u>		<u>Source of Revenue</u>	
12535110	404000	General Admin State Assistance	
			<u>Increase</u> <u>Decrease</u>
12535125	404000	CD State Assistance	500.00
12535151	404000	AH State Assistance	25,000.00
12535160	404000	IMM State Assistance	500.00
12535163	404000	MH State Assistance	1,000.00

EXPENDITURE		<u>General Admin/Maternal Health</u>	
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	
12551100	581002	Transfer to Other Programs	
			<u>Increase</u> <u>Decrease</u>
12551100	519300	General Medical Services	1,500.00
12551630	519300	MH Medical Services	1,000.00

REVENUE			
<u>Code Number</u>		<u>Source of Revenue</u>	
12535110	404000	General Admin State Assistance	
			<u>Increase</u> <u>Decrease</u>
12535163	404000	MH State Assistance	1,500.00
			<u>Increase</u> <u>Decrease</u>
			1,000.00

EXPENDITURE		<u>Expo Center</u>	
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	
62998610	544008	Cont. Services Other	
			<u>Increase</u> <u>Decrease</u>
			8,000.00

REVENUE					
<u>Code Number</u>		<u>Source of Revenue</u>		<u>Increase</u>	<u>Decrease</u>
62939861	408903	Cont. Services Other		8,000.00	

EXPENDITURE					
<u>Code Number</u>		<u>Economic Development Commission Description (Object of Expenditure)</u>		<u>Increase</u>	<u>Decrease</u>
11449200	531101	Existing Industry Program		1,950.00	

REVENUE					
<u>Code Number</u>		<u>Source of Revenue</u>		<u>Increase</u>	<u>Decrease</u>
11034920	408401	Donations		1,950.00	

EXPENDITURE					
<u>Code Number</u>		<u>Transportation Description (Object of Expenditure)</u>		<u>Increase</u>	<u>Decrease</u>
16145000	544001	Capital Outlay Vehicle State		43,340.00	
16145000	554002	Capital Outlay Vehicle Local Match		4,816.00	

REVENUE					
<u>Code Number</u>		<u>Source of Revenue</u>		<u>Increase</u>	<u>Decrease</u>
16134500	403612	State Transportation Funds Vehicle		43,340.00	
16134500	409800	Fund Balance Approp Encumbrances		4,816.00	

- Approved Clinton City Schools budget amendment No. 4 (Capital Outlay) as submitted.

Item 4: Board Information

The following items were provided to the Board for information:

- Support Letters for NOVI Project from Fremont Community
- NCACC County Assembly Day Registration Information
- Invitation to North Carolina Justice Academy 40th Anniversary Celebration

County Manager Reports

County Manager Ed Causey provided reminders of upcoming events: County Assembly Day on May 28th, the Economic Development Form on April 29-30 (it does conflict with Board of E&R), the legislative breakfast on the 14th followed by a forum with Senator Jackson and Commerce Secretary Sharon Decker, the final budget work session on April 15th, Board of E&R on the 22nd and 24th and the Health Department luncheon on April 25th.

Public Comments

There were no public comments offered.

Closed Session

Upon a motion made by Commissioner Kirby and seconded by Commissioner Lockamy, the Board voted unanimously to go into Closed Session pursuant to GS 143-318.11(a)(4) to discuss matters related to the location of an industry. In Closed Session, the Board discussed matters related to incentives for an industrial prospect. No action was taken, and the Board returned to the Auditorium. Upon a motion made by Commissioner Lockamy and seconded by Commissioner Kirby, the Board voted to come out of Closed Session.

Adjournment

Upon a motion made by Commissioner Kirby and seconded by Commissioner Lockamy, the Board voted unanimously to adjourn.

Jefferson B. Strickland, Chairman

Susan J. Holder, Clerk to the Board

**SAMPSON COUNTY,
NORTH CAROLINA**

**March 31, 2014
Public Hearing**

The Sampson County Board of Commissioners convened for a special meeting at 6:00 p.m. on March 31, 2014 in the County Auditorium, 435 Rowan Road, in Clinton, North Carolina. The following members present: Chairman Jefferson Strickland, and Commissioners Billy Lockamy and Harry Parker. Absent: Vice Chairman Jarvis McLamb and Commissioner Albert D. Kirby, Jr.

Chairman Strickland convened the meeting and opened the public hearing for the purpose of receiving comments with regard to the proposed Animal Control Ordinance. County Manager Ed Causey recapped the process to date for the development of the proposed ordinance, and Health Director Wanda Robinson reviewed a PowerPoint presentation overview of the purpose and provisions of the ordinance and the modifications that had been made as part of the process (attached). She introduced the committee who had worked on the ordinance development: Sgt. Jessica Kittrell, Animal Shelter Director Alan Canady, Nursing Director Kathie Johnson, Sheriff Jimmy Thornton, Major Alan Autry, Clinton Animal Control Officer Kevin Herring, and Health Board members Paul Bradshaw and Robert Butler. Animal Control Officer Sgt. Jessica Kittrell reviewed a handout on the most frequently asked questions (attached).

The floor was opened for comments, and the following were received:

Mark Dawson: Asked about the numbers of animals allowed and whether it would apply within municipalities.

County Attorney Joel Starling: The ordinance would only apply within those municipalities who chose to adopt it. He read Section 1.74/1.64.

Lee Pilkerton (5515 Hobbton Hwy): Bought a place to raise rabbits and was told if he put a sign out front saying "Rabbits for Sale" I have to have a retail zoning. Someone made the statement, it was in the newspaper, that this is a rural county, and we need to decide what's rural. A lot of people raise rabbits for pets, to eat, and for laboratories. You can't have more than 10 rabbits? This ordinance is very restrictive. As far as I know, my place is zone residential/agriculture. As far as addressing dogs running loose, tearing up people's gardens and crops, that needs to be done, but we don't need to get too restrictive to what we are living in a rural county.

County Attorney Starling: Thinks the 10 rabbit limit only applies within a municipality.

James Anderson (2271 Minnie Hall Road): Upon reading the ordinance, it struck me that the domesticated animal is not the problem. It is the undomesticated owners of some of the animals that are the problem because they don't provide the care, the maintenance or the guidance the animals need. So we have to keep that in mind. Don't come down too hard on the animals because they don't know law. Come down hard on the people because they are the ones who need to abide by the law. I hate to see any animal euthanized just because their owner is too sorry to take care of it, to give it a shelter, to care for. If you've got a puppy and he's chewing your shoes, you've got to give him guidance. If he's digging up the yard, you've got to give him training. Because if you don't, you're going to get up one night barefooted and go outside and fall in a hole and break your leg. But whose fault is it; it is not the puppy. On my version there are many sections that are reserved. What's the purpose of a reserved section and is there anything in those reserved sections that we need to know about?

Mr. Starling: It is standard practice when you draft a document. If you read the North Carolina General Statutes, for example, there are sections that are reserved to add future things. When you draft an ordinance, these are blank spaces you can insert things into later.

Mr. Anderson: The big point is, has this ordinance been construed to be revenue neutral or revenue positive or revenue negative. It's going to cost money to enforce it. It has been estimated that the workload of the Animal Control officials is going to go up at least 30%. The only two alternatives is that they work 30% harder or you have to hire more individuals. If you ask most people in their job, they're not going to be able to carry an extra 30% load. If they do, it's going to get sorta sloppy because they are going to have to let something slide. I think we are probably going to have to hire more people. That leads me to the fact that how are we going to pay for it? Is it going to be too easy for somewhere down the road revisit the idea of registering animals and charging a privilege tax? That's the one thing that kinda irked me on the whole thing, the privilege tax. I already pay a privilege tax in the form of a property tax to live here. I already pay taxes to the County every time I buy pet products at a store through the form of sales tax. I wonder how it's going to be paid for because there is going to be a cost involved.

Mr. Causey: At this point in time, there are no plans or any realistic ways to have any kind of revenue generating from the privilege tax. From a management standpoint, we would expect that in the short term there will be some challenges in getting everyone's understanding of the ordinance, and there will be some increased workload. At this point in time, we do not have plans to increase the staffing specifically because of the ordinance.

Mr. Anderson: Thank you for allowing us the opportunity to come here and ask questions. I hope you would, if there are major changes once this ordinance is adopted,

also in the future afford us the opportunity to have a hearing on those changes also, as in new fees or new regulations put into those reserved blocks. I think we as voters and citizens deserve that right. It would make everyone more cordial to each other to have that opportunity.

Betty Harvey (180 Timberlake Drive): I am one of those people who never had a lot of pets, but my next door neighbor had a cat, and she let that cat get out and get pregnant several times. Those kittens wandered around in our yard, looking pitiful, and she didn't take responsibility for those animals, so my husband and I took it upon ourselves when those animals got old enough to get those animals spayed and neutered, including the males. I just want to know, the feral cats that are in the yard that we've had fixed, what kind of penalties and fines I have – I can't catch them again to get them rabies shots – what kind of penalties and fines am I going to incur because I feed and keep water out for those cats if somebody comes around my house or if somebody complains about all those animals in the woods. It was about 22 cats that we had fixed.

Officer Kittrell: Once you begin to feed any animal for an extended period of time, then you would be considered harboring them. Simply spaying and neutering – that controls the population. The issue – you live in a highly populated area. You could be responsible for not having them vaccinated. You have taken over the responsibility for feeding them, now you are responsible. The issue is – the cat gets into a fight with a rabid raccoon, that's going to spread like wildfire. You're in a community with kids playing, and here's a cat. Unfortunately, that's why the ordinance will have violations for harborers. If you can't control it and get a rabies shot, it is best to have Animal Control pick it up and do what needs to be done with it. Twenty-two feral cats that are not vaccinated against rabies – that could be your worst nightmare.

Claude Smith (4420 New Hope Road): About the cats running at large, what are the requirements on that? We have a cat that is a yard cat.

Officer Kittrell: Realistically, the only issue we would have with any animal running at large would be if we were to receive a complaint. For instance if you had a tom, and he went into the next door yard and sprayed. If the animal, for instance, went next door and killed a rabbit, then we would be called. The ordinance as far as running at large is complaint based. The initial contact would be to advise you of complaint so you can correct it.

Betty Harvey: I think instead of us trying to find a way to euthanize these animals, we need to find a way to make the owner or people who initially got these things started, we need to find a way to penalize them. These animals can't help themselves.

Officer Kittrell: In that situation, there is an abandonment clause in the State of NC and in our ordinance, if you cease to provide care. The ordinance would address that.

There being no further comments, the hearing was closed. Upon a motion made by Commissioner Parker and seconded by Commissioner Lockamy, the Board voted unanimously to adjourn.

Jefferson B. Strickland, Chairman

Susan J. Holder, Clerk to the Board

The Sampson County Board of Commissioners convened for their regular meeting at 7:00 p.m. on Monday, March 3, 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 asked EMS Director Ronald Bass to give a brief report on the anticipated winter weather for the evening. He then called upon Commissioner Parker for the invocation. Commissioner Lockamy then led the Pledge Allegiance.

Approval of Agenda

Upon a motion made by Commissioner Lockamy and seconded by Commissioner Parker, the Board voted unanimously to approve the agenda with the addition of item h, to amend the Board's published meeting schedule for the budget session on March 18, 2014.

Roads

Monthly Report - NCDOT Keith Eason, NCDOT Highway Engineer, was present to answer questions and concerns of the Board and citizens in attendance. Mr. Eason had no specific reports on secondary roads construction or maintenance due to the weather conditions of the season. Mr. Eason stated that due to the weather conditions the trucks were fitted with spreaders and plows, and crews would be ready depending on the outcome of the weather. Commissioner Lockamy and Commissioner McLamb expressed their appreciation for a job well done on maintaining the roads. The Chairman asked for an update on the Minnie Hall Road resurfacing, and Mr. Eason stated that he thought it was to be funded this year. Commissioner Parker inquired if the commercial traffic would allow for improvements to Ivanhoe Road, and Mr. Eason stated that the road was on the five year plan to resurface and widen due to the truck traffic. There were no comments from the floor.

Item 1: Action Items

Public Hearing - Consideration of Appropriations and Expenditures for Economic Activities Related to Carolina Cellulosic Biofuels, LLC The Chairman opened the hearing and recognized Economic Developer John Swope. Mr. Swope reviewed a new revised incentive package for the Chemtex project because of a \$61,174,676 increase

in the proposed taxable investment to be made by the industry. He reviewed the County's incentives policy and how the project met the required thresholds, information from the company pledging investments and job/wage creation, incentives expected from the State (and passed through Sampson County), site maps and project benefits summary, the draft incentive agreement and a resolution approving the agreement and authorizing the execution of associated documents. He noted the timing of the payment of grant back incentives and the County's acceleration of receipt of tax revenues. The floor was opened for comments, and none were received; the hearing was closed. Upon a motion made by Commissioner Kirby and seconded by Commissioner McLamb, the Board voted unanimously to approve the resolution approving the revised incentive package and authorizing the execution of the associated incentive agreement documents.

Public Hearing – Consideration of Appropriations and Expenditures for Economic Activities Related to Brooks Brothers, Inc. The Chairman opened the hearing and recognized Economic Developer John Swope. Mr. Swope reviewed proposal for grant back incentives to be paid to an existing industry, Brooks Brothers, Inc., for their commitment of capital investments and employment levels related to the expansion of their Garland manufacturing plant and Clinton Distribution Center. He provided a company commitment letter and a draft of the incentive agreement. Commissioner Kirby asked about concerns that might be raised regarding the company's investment of modernized equipment that could be moved if the company left. Mr. Swope noted that the incentives were performance based, including employment commitments. If they did not meet required commitments, the incentives would not be paid. The floor was opened for comments, and none were received; the hearing was closed. Upon a motion made by Commissioner Lockamy and seconded by Commissioner Parker, the Board voted unanimously to approve the resolution approving the revised incentive package and authorizing the execution of the associated incentive agreement documents.

Award of Bid for Comprehensive Review of Job Classification, Compensation and Benefits Programs County Manager Ed Causey noted the item has been tabled from the February meeting for further discussion. He cautioned that positive things could result from the study if it were approved, but it was not an "end-all;" it would be a program to create opportunities for the County workforce and protect the interests of the citizens in the long run. He recapped that an RFP was issued in the November, and the six proposals received by December 30, 2013 by prospective vendors were evaluated by a management team consisting of the County Manager, Assistant County Manager, Finance Officer, Deputy Finance Officer, and Human Resources Management Director. He discussed the study's three major components: the pay study component to resolve retention issues; the job classification study to resolve potential disparity and unintended discrimination issues; and a benefits study to evaluate the appropriate levels of employee benefits offered for the future. He discussed the efforts that would

be made to ensure every employee had an understanding of the process and the opportunity to meet with the chosen contractor. He noted that the evaluation team recommended the bid be awarded to Springstead Incorporated (working through a contract with the NC Association of County Commissioners) at a bid price of \$41,778, plus expenses not to exceed \$4,800. Mr. Causey discussed that there would be multiple ways to implement the recommendations made by the study.

Commissioner Kirby reiterated concerns that there would be no way of knowing what the recommendations would be and thus the vote today would be an “open check” saying that the Board would implement whatever the consultant would recommend. Mr. Causey speculated that while employees appreciated what had been done to date, there could be reasonable increases in salaries, but that the County’s benefits may have to be adjusted and determinations made as to how and when levels of benefits would be available to new employees and as post-employment benefits. Commissioner Kirby asked to what extent the classification study would include facets of the County’s Personnel Resolution, and Mr. Causey stated it would be reviewed. Initial discussions on the career path may have to be eliminated as job classifications are placed on the pay grade scale, he noted.

Chairman Strickland stated that the easiest thing to do would be an across-the-board increase of a particular percent, but that could not be done; a comprehensive approach to County employment, including benefits, needed to be done.

Mr. Causey clarified earlier statements regarding the need to approve the study only if the Board was willing to implement its recommendations, noting that there could be a range of options for implementation to meet goals over a period of years. He noted that not everyone would probably benefit initially.

Commissioner McLamb moved that the bid be awarded to complete the job classification, compensation and benefits study as recommended; the motion was seconded by Commissioner Lockamy. Deviating from traditional practice and procedure, the Chairman, with the Board’s acknowledgement, opened the floor for public discussion before the vote. The following comments were received:

Ann Knowles, Veterans Service Office: I thank you for what you are fixing to do. It’s what we talked about at the last Commissioner’s meeting when you again gave me the opportunity to plead with you to do this pay study because it is important. As I said to you then, it will probably not help me. I have got too many years in, but the girl that has three years in my office, it will help her. It will let her see the light of day that if she does a good job for this County and she serves the Veterans well, she can promote on up. Maybe when she has 39 ½ years, she may be able to retire and go home because as I told you last time, I can’t go home. I bought the family farm, and I’ve got to pay for it

and my retirement is not there. So, I thank you on behalf of my office and any others that won't speak, I thank you on their behalf because you now give us the opportunity. Mr. Causey is going to bring this back for us, and we have a lot of faith in him that this is going to help the county employees. Thank you.

Michael Warren, IT Dept.: Good evening, commissioners. Sometimes I don't feel like what we discuss to you all does not resonate. I have been with the County nine years, going on ten. When I started gas was a \$1.80 per gallon. If you have priced it today, you can tell it is tough, with groceries that have tripled since I started working under the County. It has become one of the advantages in working in this County that I am at home, and I have the convenience of being at home. But when I can't make ends meet then I have to do away with the conveniences and look elsewhere. So, in the near future I am getting to the point with the cost of living that I am going to have to move on to a better paying job. I have got no other choice, and there is nothing really here that I can take that would pay me more than I am making now in the field that I am in. So, I am going to have to go out of town. I am not only speaking for myself and other county employees. Because I work in the IT Department I see and hear about a lot that goes on in the County. I hear other employees talking, and they are struggling just like me. I just think we need to look at doing something because everybody is struggling to the point that if they have a lot of years in, they think they can't leave. Those that don't have a lot of years in, we are losing valuable talent. We have had two to leave our department that were outstanding workers, very smart, and we have allowed them to walk out the door. They have gone to other counties and they have a second salary just by leaving our county. So, I just want you to add that under your belt and consider that, and I thank you.

Angie Sanderson, Sampson County Tax Office: The one thing that I want you to understand is in the department that I am in we deal with the public every single day, eight hours a day, five days a week, and it is hard dealing with the public. It is okay when everybody is happy and all that, but we see the bad side of it. You don't want to pay your taxes no more than I do, and some people just take offense to a lot different. But, as far as the employees that we have, these girls work hard. They work very hard; they take money, they listen to people grumble and griping. They answer the telephone. They multi task a lot, and I can't keep a girl because we are not paying them enough, and it is very hard to do the job that you are asking them to do if we have to train somebody every two to three years because they have left to go somewhere else. I am like Mike, I have been there too long and I can't afford to go anywhere else, But, most of the girls I have now haven't got that many years in, and if something comes up and someone is going to offer them more money, I can't blame them for going. Thank you.

Dee Bryant: I am a citizen of Sampson County. I am not, however, an employee of Sampson County. Mr. Causey, you seem to have a real good grasp on what needs to be done. I don't know if it is consultation with these other consulting firms, but spending

\$50,000 for someone to come in here and tell you what you businessmen and employers already knows needs to be done, seems to me like a waste. That's just my opinion. I just can't see. You seem like you guys could get together, form a committee, and make these decisions and not have to wait however long it is going to take and plus spend \$50,000 of the County's money.

County Manager Ed Causey: I think one of the things that are different between us and the industries: in this study you have 101 different positions that need to be classified. That is different than me running my own business where I have four or five positions. We have 101 different classifications and when you start comparing those classifications with different areas coming up and making sure we are comparing apples with apples is a little bit different than just sitting here trying to routinely come up with the decision.

Dee Bryant: So the salaries now are not based on classifications?

County Manager Ed Causey: Yes, they are based on classification that have not been reviewed and evaluated and were not implemented in 2003, so it is continued. As we have changed technology we have not changed the classification.

Dee Bryant: And it takes a special consulting firm to do that.

County Manager Ed Causey: It generally takes people with a lot of expertise.

Heather Bonney, Library Director: I can testify to the changes this county has undergone just since I have been here. I came here in 2002. Most of my libraries had one or two computers. We had moxies and monks - Chris could tell you about this. I had to teach myself how to administer a server. We had to install Wi-Fi. We had to put in high tech fiber. Now we are talking about trying to upgrade to get more speed because I have got over three hundred to three hundred and fifty people coming to my libraries during the summer just in Clinton. I have more than sixty to seventy thousand people hits on the internet every single year for people who can't afford their own internet connections at home. They can't afford to keep their computers up to date because it is changing rapidly, and my library system is the only one that provides them with these things. Garland, I know we have the only Wi-Fi access there. Newton Grove, I am pretty sure we are probably the only one there. Roseboro might not be. But Clinton, we are down town, and we get hit all the time. Commissioner Kirby, you come in the library you see how busy we are, and my people who work there, one of them has been there for over thirty years. Lark Thornton is just now going to be retiring this year in about two months. She came with the building in Newton Grove in 1982. We didn't know anything about computers in 1982. My people have had to learn computer things, and when the public comes in we are the ones that have to go over to the computer - not actually have to, we get to. We love to help people; that is why we got into the service we are in. We had to teach ourselves how to use this technology in order the help Sampson County citizens, and so we read, we learn, we adjust, and we

adapt and overcome. I think is endemic of everyone in Sampson County government. You know, we see a need in the public and we try to move in order to meet that need. When you are talking about the different classifications you are right; my people didn't even know anything about the internet fifteen years ago, but now we do. My stuff still says that we are typing catalogue cards in my classification study, We don't even have catalogue cards any more now; we have an online computer system. It talks about things that we don't even do anymore or because the process and procedures that had made them antiquated, or we got rid of. So when you are talking about reclassifying and doing this kind of stuff I wouldn't even know where to begin to even rewrite my own stuff, and I am pretty good at it. But, I just wanted to say all of that to say thank you for considering this seriously because I lost six people last year. We adjusted. Again, we overcame. We are still seeing actually Newton Grove, and Roseboro has seen an increase in their usage percentage wise per day, even though we are closed one day. We are still seeing this many people go and are still doing with what we have got and all my people wanted was exactly what you are doing - just a little bit of recognition that something needs to be done. Let's make it a couple of short steps toward a goal of some sort instead of feeling kind of hopeless and not being able to make any progress. I guess that is basically what I want. As a Sampson County employee, I want to go back to my people and look at them in their eyes and say we are starting to do something. It's going to look better and be better. I know bread costs \$3.00 now when it use to cost \$1.25 five years ago but, we are going to start to do something. So, I do want to show my appreciation and my staff's appreciation for your taking your time in thinking about this.

Ray Jordan, Expo Center Director: Thank you for the opportunity to speak with you, and I want to turn this around a little bit different circle. Sampson County is roughly six hundred employees. It would be the same size of our large manufacturing operations. As long as I have been here, almost sixteen years, we do not have a Human Resource Department. And (to Ms. Bryant) to answer your question, we have no one to turn to other than the County Manager or any other Administrative staff in areas relating to Human Resources. I have been here sixteen years, and the thing that troubles me is that when I retire who is going to take my place because what the citizens do deserve, they deserve someone that is in that job that is happy in that job and wants to serve the public. That is hard to find these days, especially when we are at the levels we are now with our salary. But more importantly is that if I hire someone today to come to work for me, how can I assure them that I can step them through and help them create a career for them within our government? It goes back to our employees as well, and we have to put forth the effort for you, and I think that's what our employees do every day. I certainly appreciate you taken this under consideration. I know it is a tough thing to consider, and there are a lot of employees out here that do good work, and I am glad to be a part of their team.

John Turner, EMS: One of the concerns I see is in reference to the study that was done a few years ago, one of the same surveys. We have not seen, and there has been a lot of

discussion, but we have not seen a lot of changes for the money we paid then so what are we going to get from this one that we didn't get from the last one?

Ed Causey, County Manager: Hopefully implementation.

John Turner : Along that line I have concerns. I have only been with the County two years, so I see myself as pretty new in the service, especially with EMS, with mostly the people that have been there for years. I don't see any advancement. I guess that will come in with the classification. Because right now, other than the director, three supervisors, a training officer, and three FTOs, all positions are just base level positions. There is no progression for me. It looks bad for me to apply for a job and put down I have been an EMT paramedic with Sampson County for eight years, and I have no advancement in my pay or my position. I hope that we can look at that and find a way to show some progression for some employees and some milestones for some people to progress to that would allow us to look like we are doing something to better ourselves for the County.

Ed Causey, County Manager: What he is talking about is obviously anybody coming to work would like an opportunity for a promotion and many instances hoping it would be possible. The other side of the coin is that sometimes we can get into career fields where that is the position that you are going to be in for a good long time. I think what the gentlemen is talking about having something, if I come to work with you today, is there any chance that my salary is going to improve if I stay in the same position over the next few years. Hopefully we have the potential to come up with an answer to correct that, to be able to offer employees some indication of how they might get there in an orderly fashion that is fair to everyone.

Teresa Smith, Tax Office: As crazy as it may sound I love my job. I absolutely love it. I work in the mapping department and work with deeds, and I love it. I love working with the people, but I hate my pay. I have been there almost ten years. My check is just a little more than \$100.00 than the very first check I got, and that is sad. My husband passed away, and I am by myself. Pay your bills on \$1,200.00 a month. Buy your groceries, pay your light bill, pay your phone bill, buy gas for your car, pay for your medicine - do it on \$1,200.00 for a month. I challenge you. It is hard, but I love my job; I love working for the County, and I appreciate my job. I appreciate having the opportunity to come to work, but if you can help us with our pay I will greatly appreciate it, and I know all employees will to. Thank you.

There were no other comments from the floor. Commissioner Lockamy asked if the costs for the study were included in the budget, and Mr. Causey stated no. Commissioner Lockamy noted that he hated to spend money as much as anyone does, but that sometimes you have to spend money to make money; sometimes you have to spend money to save money. He noted that he was a businessman and knew his business fairly well - a farming operation and two/three insurance agencies - but with the multiple employees and jobs (600 employees and 100 positions), the County

Manager had asked for some help. He stated that he was a taxpayer, and the employees were taxpayers living in this county, and that he thought they were headed down the right road; they definitely have to make some changes, benefits for employees, salaries and positions.

Commissioner Kirby noted that he had been practicing law for about 25 years and was a trial lawyer who had tried lots of cases throughout the nation. He noted that when he was picking the jury one of the first things he talked to them about was the fact that we are sum total of our experiences. He recounted that he was born in a shotgun house on Steel Street in the middle of District Five and grew up poor. His father struggled with alcoholism all of his life, and his mother struggled with five children, in abject poverty, but she made it. He stated that perhaps this painted the way he considered this. There are sixty-four thousand citizens out there, so the Board couldn't just consider the six hundred. He stated that he was not saying that the Board should not increase the salaries or do something about the salaries, but that he could not see how they could spend \$50,000 to get answers to something the Board already knew. He stated that he thought they should try what the Board tried to do two years ago, but in a different way. He noted that the Board attempted to do the career path but ran into problems because they had some unwanted effects, situations where some were getting money and others were not getting it, or some were getting big amounts and others were not getting it. It did not appear to be fair. He recalled that it troubled him some people were coming in saying it was not fair, and it would create hostility among employees for some to get huge raises and some to get none. He stated that the principle of the Personnel Resolution was very good. He stated that he was not voting against addressing the issue, but thought that they needed to sit down among themselves and figure it out as an organization - not have an open where we are not knowing how it is going to be implemented, not knowing how the classification would come into effect, and not knowing how much it is going to be. He stated that he thought it was a bad idea at this point, and that was why he would be against it just as it was proposed - not against addressing salaries.

Commissioner Parker stated that he was the only commissioner on the Board who had worked for the County; he had served thirty-four years in this county. He stated that he felt for the employees because he knew some of them out there and had worked with them. He stated that the employees need help; he was for it, but how depended on the Board. He stated that if you want something that you have never had, you had to do something different. He noted that they, as county commissioners, employees, they loved this county, but it takes sacrifice, and the county employees have sacrificed a lot. He stated that they could not continue the way that we are and what they were doing now about the employees. He stated that he voted for something to be done and they keep their trained employees which other counties have taken because we are just a training ground for them.

Chairman Strickland recalled there was a motion and a second on the floor, and Finance Officer David Clack clarified that the motion would also need to include an appropriation from Contingency to pay for it.

Commissioner McLamb stated that he thought the County employees needed a raise too and was not against the employees but was not really sure, but thought that they should go ahead and try this and see where it led.

Commissioner Kirby asked if there would be any position where they could look to see during the process where we stand as far as other aspects of the budget, if as the study was being done what would be the impact on other budgetary issues before they got to the bottom line. Mr. Clack noted that they may not have the results until after the Board adopted the budget. He noted that the Board may decide to set aside funds to implement a part of it if they saw fit to do that in this first year, or to look at the budget during the year to see if there was any other money to appropriate to implement it at some time during the year. He stated that unless they left money in the budget specifically to try to do this, they would have to find funds to implement it or go one year further out before it was implemented. Ideally, they would make a provision in the budget for at least part of it.

Commissioner McLamb stated that this Board of Commissioners thought the world of its employees. They would try to do something; if this is not it, they will try something else.

The motion was clarified and amended to award the bid as recommended and to appropriate the contract amount from Contingency to cover the cost of the study. The vote was held, and passed 4-1, with Commissioner Kirby voting against. Commissioner Kirby reiterated that his objection was not to the raises for the employees.

Review of Attorney Classification and Advice Regarding Medicaid Contracts
The Chairman recognized Attorney Joel Starling who reviewed the Board's previous actions with regard to the award of the Medicaid Transportation contracts. He noted that the statutes did not require that these be bid; however counties could choose to bid out service contracts such as this. Mr. Starling recalled that in September the secondary contractor submitted a lower bid causing concerns based upon the language in the contracts and the Medicaid manual with respect to using the lowest cost provider to avoid what the County interpreted as the possibility of "chargebacks" whereby the County would not be reimbursed by the state because we "knowingly" did not utilize the lowest available cost provider. Attorney Starling noted that for that reason the County directed his firm to inquire into the matter, and they contacted the Division of Medicaid Assistance Compliance, who referred their office to the State Attorney General's Office. He noted that they were initially asked by the AG's office whether they were requesting a formal or informal advisory opinion, and his firm responded that they wanted a formal opinion, the document that would most insulate the County from the possibility of Medicaid chargebacks. He noted that Commissioner Kirby also

submitted a request to the AG's Office. Mr. Starling reported that the response from the AG's office was to Commissioner Kirby, and essentially answered no to two questions: whether the Medicaid manual required the County to amend its contracts and shift primary transportation duties to a provider each time that provider submits a new, lower rate; and whether the County was required to enter into new contracts with new providers if such approached the County with a lower rate. Mr. Starling stated that he did not disagree with the AG's Office but noted, however, that the Board should be aware that this was an advisory letter, not as authoritative as a formal opinion. The State AG's Office stated it would not provide an advisory opinion on Medicaid matters. Mr. Starling noted that since the State merely administers federal Medicaid dollars, the federal government might not agree. After discussion of the Board's options, Commissioner McLamb made and Commissioner Lockamy seconded a motion that the Board defer action on Enroute's request until the County received further guidance from the federal government. The vote was unanimous. (Copy of the Memorandum on Medicaid Transportation contract filed in Inc. Minute Book ____ Page ____).

Consideration of Amending Request to Board of Elections to Conduct Alcohol Beverage Referendum The Chairman called upon Attorney Joel Starling who discussed the Chairman's request that the Board consider amending the previously adopted resolution to remove provisions for "on-premises" sales. He confirmed that the resolution could be amended at this time. Upon a motion made by Commissioner Lockamy and seconded by Commissioner Kirby, the Board voted unanimously to revise the resolution to limit the options to "off-premises" sales of malt beverages and unfortified wine. (Copy of the revised resolution filed in Inc. Minute Book ____, Page ____.)

Consideration of Request for Office Space for Probation County Manager Ed Causey, Public Works Director Lee Cannady, and Information Technology Director Chris Rayner presented the anticipated costs for improvements to space to provide three offices and restroom facilities to accommodate Probation offices on the County Complex. Upon a motion made by Commissioner Parker and seconded by Commissioner Lockamy, the Board voted unanimously to authorize the transfer of funds in the amount of \$15,000 from Contingency to provide funds for the improvements to accommodate the Probation officers.

Appointment -Workforce Development Commission This item was tabled.

Appointment - Adult Care Home Community Action Committee Upon a motion made by Commissioner Jarvis McLamb and seconded by Commissioner Lockamy, the Board voted unanimously to appoint Ms. JoAnn Parker (City representative) and Mr. Winfred Ashford (County representative) to serve on this Board.

Appointment-Airport Authority Upon a motion made by Commissioner McLamb and seconded by Commissioner Kirby, the Board voted unanimously to reappoint Ted Thomas and Teddy St. Pierre to the Airport Authority.

BOC Committee/Advisory Board Assignments Staff provided the Board a list of the assigned committee/advisory boards on which the Commissioners serve.

Amendment to the Board's Published Schedule The Chairman requested that the budget meeting on March 18, 2014 be rescheduled from 4:00 p.m. to 5:00 p.m., and the Board discussed concerns with regard to commissioner availability on that date. The Board elected to amend its schedule to hold the meeting on March 25, 2014 at 4:00 p.m.

Item No. 2: Consent Agenda

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

- a. Approved the minutes of the January 6, 2014 meeting
- b. Authorized the renewal of the lease for the ATM on County Complex property (Copy filed in Inc. Minute Book _____, Page _____.)
- c. Approved the contract with Thompson, Price, Scott, Adams & Co., PA to conduct the audit for period July 1 2013 - June 30, 2014 and authorized the execution of their engagement letter (Copies filed in Inc. Minute Book _____, Page _____.)
- d. Accepted the Single Family Rehabilitation Loan Pool Grant Funds and authorized the execution of the Funding Agreement documents (Copies filed in Inc. Minute Book _____, Page _____.)

- e. Approved the following tax refunds:

#6046	Rachael Sinclair Bullock	\$168.48
#6020	VT Inc as Trustee of World Omni LT	\$127.12
#6023	Prestage Farms	\$439.59
#5922	Leroy Smith	\$320.05
#6015	Charles Felton Lee	\$146.78
#6014	Rebecca Spell Willis	\$1,917.26

- f. Approved the following budget amendments:

		<u>Aging</u>		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
02558670	524100	Home Repairs - Materials	200.00	
<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
02035867	408400	Home Repairs - Program Income	200.00	
<u>EXPENDITURE</u>				
		<u>Juvenile Justice</u>		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
05558310	581000	Transfer to State Agency	5,897.00	
<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
05435831	409902	Fund Bal Approp Teen Court/Rest	1,851.00	
05435831	409900	Fund Bal Approp JCPC Admin	4,046.00	
<u>EXPENDITURE</u>				
		<u>Expo Center</u>		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
62998610	544008	Cont. Services Other	5,000.00	
<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
62939861	408903	Cont. Services Other	5,000.00	

- Approved Clinton City Schools budget amendments No. 2(State Public School Fund), No. 2(Current Expense Fund), No. 2 (Federal Programs Fund), No. 2(Capital Outlay), and No. 2(Special Revenue Fund) as submitted.

Item 3: Board Information

The following items were provided to the Board for information:

- 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

County Manager Reports

County Manager Ed Causey reminded the Board of their scheduled meeting with their legislators at 8:00 a.m. on March 11, 2014 and the Rally for Agriculture at 6:30 p.m. on March 17, 2014.

Public Comments

The following public comments were offered:

Eugene Pearsall: I think the Chairman at the last meeting tabled that appointment [to the Workforce Development Board]. Sampson County is the only one that really doesn't have all; we lack one member on that Board to be complete. Sampson County has been lacking the past four to five meetings; it is really getting tough. When you meet State requirements, that's the only thing that's stopping us, it's just Sampson County.

Commissioner McLamb and Parker expressed efforts to find a private sector representative. Assistant County Manager Susan Holder informed the Board that an email had been received that day from the Deputy Director Tarheel Challenge, who was appointed to the Workforce Development Board as the representative of a community based organization. He informed the County that there is now a new Director for Tarheel Challenge, and he will be requesting that the appointment be changed to him. Changes will be requested in the April agenda.

Closed Session

Upon a motion made by Commissioner Lockamy and seconded by Commissioner Kirby, the Board voted unanimously to go into Closed Session pursuant to GS 143-318.11(a)(3) to consult with the attorney. In Closed Session, the attorney discussed matters related to a tax appeal. No action was taken, and the Board returned to the Auditorium. Upon a motion made by Commissioner Kirby and seconded by Commissioner Parker, the Board voted to come out of Closed Session.

Adjournment

Upon a motion made by Commissioner Lockamy and seconded by Commissioner Kirby, the Board voted unanimously to adjourn.

Jefferson B. Strickland, Chairman

Susan J. Holder, Clerk to the Board



Proclamation
Breast Cancer Awareness and Pink Ribbon Month

Whereas, breast cancer is the most commonly diagnosed cancer and the second leading cause of cancer deaths among women in the United States; and

Whereas, approximately 9,610 North Carolina women will be diagnosed with breast cancer and approximately 1,398 North Carolina women will die from the disease in 2014; and

Whereas, every woman is at risk for breast cancer even if she has no family history of the disease, but women over the age of 50 are at the greatest risk for being diagnosed with breast cancer; and

Whereas, a mammogram is the single most effective method of detecting breast changes long before physical symptoms that may be cancer can be seen or felt; and

Whereas, October is designated as National Breast Cancer Awareness Month and Pink Ribbon Month; and

Whereas, the pink ribbon is the internationally recognized symbol of breast cancer awareness; and

Whereas, community organizations, churches, synagogues and other places of worship, and work sites can play a special role in educating their members or employees about breast cancer.

Now Therefore Be It Resolved that the Board of Commissioners of the County of Sampson does hereby proclaim October 2014 as **Breast Cancer Awareness and Pink Ribbon Month** in Sampson County. We urge all citizens of Sampson County to wear pink ribbons in recognition of breast cancer awareness and in honor of North Carolina women, especially Sampson County women, who have lost their lives to breast cancer and those women who are now courageously fighting the battle with breast cancer. We further encourage women to consult with their health care providers about regular screening, and we promote the early detection of breast cancer by regular clinical examinations, regular mammograms and monthly breast self-examinations.

Adopted this 6th day of October, 2014.

Billy C. Lockamy, Chairman

Attest:

Susan J. Holder, Clerk to the Board

To: Ed Causey, County Manager
From: Jim Johnson, Tax Administrator
Date: September 23, 2014
Subject: Resolution to Allow For Electronic Listing Filing

GS 105-310.1 allows for counties to accept electronic personal property listings. The North Carolina Department of Revenue has established guidelines for electronic filings. Each county must adopt a resolution allowing the county assessor to accept electronic filings prior to doing so. Please find attached a resolution allowing for electronic filings. I respectfully request that the resolution be added to the October 2014 Board of Commissioners agenda for consideration.



RESOLUTION PROVIDING FOR ELECTRONIC LISTING AND EXTENDING THE TIME FOR FILING ELECTRONIC LISTINGS OF PERSONAL PROPERTY FOR PROPERTY TAX PURPOSES

WHEREAS, North Carolina General Statute § 105-310.1 authorizes Counties to permit electronic listing of personal property, and

WHEREAS, North Carolina General Statute § 105-307 permits the Board of County Commissioners to extend the deadline for filing electronic listings of personal property under G.S. § 105-304 to June 1, and

WHEREAS, North Carolina General Statute 105-311(b) authorizes electronic signature of personal property listings which are submitted electronically,

NOW THEREFORE BE IT RESOLVED as follows:

Section 1. The Sampson County Board of Commissioners hereby authorizes personal property listings to be submitted and signed electronically.

Sec. 2. The following procedures will apply to electronic tax filings. Electronic listings must be submitted online. Facsimiles will not be accepted as electronic listings. In order to file electronically, the taxpayer must use an electronic listing application approved by the County. To request an extension to electronically file personal property listings after January 31, the taxpayer must file an online request for extension of time during the month of January and must provide an Account ID provided by the County and associated with the location for which the extension is requested. Once an extension of time has been granted by the assessor the electronic filing must be received by the Sampson County Assessor no later than April 15 in order to avoid late list penalties.

Sec. 3. This resolution shall be recorded in the minutes of the Sampson County Board of Commissioners, and notice of the procedure and extension of time for electronic filing of personal property listings shall be published as required by G.S. § 105-296(c).

Sec. 4. This resolution is effective for all tax years after its adoption and at such time as the Assessor has the ability to implement a system for electronic listing.

ADOPTED this 6th day of October, 2014.

Susan J. Holder, Clerk to The Board

Jefferson Strickland, Chairman

SAMPSON COUNTY HEALTH DEPARTMENT

Wanda Robinson
Health Director



360 County Complex Road, Suite 200
Clinton NC 28328



MEMORANDUM

TO: Ed Causey
FROM: Wanda Robinson *WR*
DATE: September 23, 2014
SUBJECT: Commissioner's Agenda- New Fees

The Sampson County Board of Health approved the list of new codes and fees listed below. We are requesting approval from the Board of Commissioners. These fees will be effective immediately.

Thank you for your assistance.

<u>Service</u>	<u>CPT Code</u>	<u>Requested Fee</u>
Lipid Panel	80061QW	\$18.27
Influenza Virus Vaccine Quadrivalent (QIV) 6-35 months of age	90685	\$15.00
Influenza Virus Vaccine Quadrivalent (QIV) 3 years and older	90686	\$15.00

**Contract for School Nursing Services
Between the
County of Sampson and Clinton City Schools**

August 18, 2014 –June 12, 2015

This agreement between the Sampson County Health Department, hereinafter referred to as the “Department” and the Clinton City Schools hereinafter referred to as the “School” is entered into for the purpose of providing school nursing services to the students of the Clinton City School System.

Whereas both the Department and the School mutually agree that the purpose of providing school nursing services is to promote the optimal health and well-being of all students in Clinton City Schools, and

Whereas both the Department and the School mutually agree that the long-term purpose of these funds is to provide full-time nursing services to each school in the system, and

Whereas both the Department and the School mutually agree that the School Nurse Funding Initiative (SNFI) enacted by the General Assembly is a useful step toward the goal of having a nurse to student ratio that meets the nation and state recommendation of 1:750, and

Whereas both the Department and the School mutually agree to continue providing school nursing services as specified in the annually developed “Memorandum of Agreement between Sampson County Health Department and Clinton City Schools;”

NOW, THEREFORE, in consideration of the premises and the following mutual covenants and conditions and any sums to be paid, the Department and Schools agree as follows:

The Department agrees:

1. To provide funds not to exceed \$150,000.00 to the sub-contractor for the purpose of supporting (one or more) (10, 11 or 12)-month nationally certified school nurse(s) or registered nurse(s) working toward certification to provide school nursing services for the 2014-2015 school year.
2. That the funds will be paid monthly upon submission of an invoice that specifies personnel and other allowable costs and that the Department shall pay the sub-contractor within thirty (30) days of receipt of the invoice. Any adjustments to the invoice shall be taken into account in the next succeeding invoice or as soon thereafter as reasonably practical.
3. That the funds may be used only for personnel costs (salary and fringe) and continuing education costs up to \$750 per SNFI position.

The Sub-Contractor agrees:

1. To provide a detailed budget (Attachment III) to the Department by August 30, 2014.
2. To utilize funds not to exceed \$150,000.00 for the purpose of supporting (one or more) (10,11 or 12)-month nationally certified school nurse(s) or registered nurse(s) working toward certification, to provide school nursing services for the 2014-2015 school year.
3. To comply with assurances in Attachment I.

4. The nurse(s) will provide direct nursing services to students within one or more schools following the scope of service in Attachment II.
5. To submit an invoice to the Department monthly that specifies personnel and other allowable costs for the period.
4. To provide adequate space, computer equipment and supplies for the designated position through other funds at a level comparable to the support provided to all school nurses supported by the Department or the Sub-Contractor.
5. To inform the Department of the employment of the nurses, and in the event of termination, whether voluntary or involuntary, and the date of termination within 4 working days of such action.
6. To maintain documentation that each nurse employed under this contract is and remains current in his/her licensure as a Registered Nurse in good standing with the North Carolina Board of Nursing.
7. To provide supervision within the Sub-Contractor consistent with the annual Memorandum of Agreement.
8. To assume the full responsibility for negligence of its employees that provide nursing services under the terms of this contract for the contract positions and for all nurses employed directly by the Sub-Contractor but functioning under the direction of the annual Memorandum of Agreement.

This contract shall be in effect for the period August 18, 2014 through June 12, 2015 and is renewable annually thereafter. Either party may terminate this contract with or without cause upon (60) days written notice.

FOR AND ON BEHALF OF

FOR AND ON BEHALF OF

Wanda Robinson
Wanda Robinson (Health Director)

Stuart Blount
Stuart Blount (Superintendent)

Date: 9/04/2014

Date: 8/28/2014

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

David Clack
David Clack
Sampson County Finance Officer

Clyde Locklear Jr
Clyde Locklear
Clinton City Schools Finance Officer

Date: _____

Date: 8/28/14

FOR AND ON BEHALF OF THE COUNTY OF SAMPSON

(CHAIR COUNTY COMMISSIONERS)

Date: _____

Attachment I**ASSURANCES**

(To be initialed by Superintendent of Local Education Agency or other Sub-Contractor CEO)

Initials

Assure that these contracted funds will not be used to supplant existing federal, AS
State, or local funds supporting school nurse positions. Communities will maintain current level
of effort and funding for school nurses.

Assure that school nurses will be allowed to participate in required trainings. AS

Attachment II

Scope of Work

II. Purpose:

The purpose of the contract is to improve the school nurse to student ratio in the school district in order to have a positive impact on improving children's health and their readiness to learn. Funds will be used to employ nationally certified school nurse(s) or registered nurse(s) working toward national certification to work full time in schools and enhance the local capacity to provide basic health services to students.

III. Scope of Work and Deliverables:

The Contractor shall, for approximately 2250 students:

1. Employ 3 nationally certified school nurse(s) or registered nurse(s) working toward national certification, to work full time.

School Nurse Assignment	# SNFI Nurses
Clinton City Schools	3

2. Submit, annually, a written work plan from each school nurse, no later than one month from hire.
 - A. The plan shall address delivery of basic health services, including activities, strategies and goals, within, but not limited to, the following areas:
 - a) Preventing and responding to communicable disease outbreaks;
 - b) Developing and implementing plans for emergency medical assistance for students and staff;
 - c) Supervising specialized clinical services and associated health teaching for students with chronic conditions and other special health needs;
 - d) Administering, delegating where appropriate, and providing oversight and evaluation of medication administration and associated health teaching for other school staff who provide this service;
 - e) Providing or arranging for routine health assessments, such as vision, hearing, or dental screening, and follow-up of referrals; and
 - f) Assuring that mandated health related activities are completed, i.e. Kindergarten Health Assessments, Immunization Status

Report, blood-borne pathogen control plan (OSHA) requirements, etc.

AND, as required by HB 200 SL 2011-145 Section 10.22 (b)-- School nurses funded by SNFI do not assist in any instructional or administrative duties associated with a school's curriculum and do perform all of the following with respect to school health programs:

- g) Serve as coordinator of the health services program and provide nursing care;
- h) Provide health education to students, staff, and parents;
- i) Identify health and safety concerns in the school environment and promote a nurturing school environment;
- j) Support healthy food services programs;
- k) Promote healthy physical education, sports policies, and practices;
- l) Provide health counseling, assess mental health needs, provide interventions, and refer students to appropriate school staff or community agencies;
- m) Promote community involvement in assuring a healthy school and serve as school liaison to a health advisory committee;
- n) Provide health education and counseling and promote healthy activities and a healthy environment for school staff;
- o) Be available to assist the county health department during a public health emergency.

B. The plan shall also outline the steps the nurse(s) will take toward meeting degree and certification requirements, if not already certified, no later than the date of completion of three years of employment as a school nurse in North Carolina.

3. Submit a mid-year review of progress toward achieving goals in the annual plan, scheduled by Jan. 31 (if hired at start of school year) or by a date to be determined with DPH regional school nurse consultant, if hired at a date different from start of school year.
4. Submit an annual report that addresses the overall progress toward meeting the work plan outcomes, related, but not limited to, the health service areas listed above. Any information regarding strengths, challenges and the accomplishments of the position will also be reviewed. The report form for the annual report will be provided to the contractor in September of each school year. The report is due no later than a week after the end of the school year; prior to resignation if not working the full school year; or upon a date to be determined with the DPH regional school nurse consultant.

As a result of this contract, the following outputs shall be attained:

- 3 nationally certified school nurse(s) or registered nurse(s) to work full time to serve 2,250 students.
- An annual Work Plan to provide basic health services.

IV. Performance Measures/Reporting Requirements:

The contractor shall:

1. Submit to the Contract Administrator within 30 days a recruitment plan for any position that is vacant at the time this contract is executed.
2. Notify the Contract Administrator in the Division of Public Health within four (4) working days after initial hire or replacement hire for this position, on a form that is supplied by the Contract Administrator upon execution of the contract or agreement addendum. This notification must include all items listed on the form, including information about nursing education and certification.
3. Notify the Contract Administrator within 4 working days in the event that the position becomes vacant, on a form supplied by the Division. The plan must include the procedure to recruit for this position.
4. Assure that registered nurse hired into this position is duly registered by the North Carolina Board of Nursing and fully permitted to practice in the State of North Carolina.
5. Submit an annual report as outlined above, on a form supplied by the Division, by the specified date.
6. Provide data to the Local Education Agency for inclusion in the North Carolina Annual Survey of Public School Health Services. The data must be provided to the LEA in time for its submission of the report to the Regional School Nurse Consultant prior to the conclusion of the academic year.
7. Assure that the newly hired School Nurse Funding Initiative school nurse will be provided with paid time and reimbursement of costs associated with attendance or participation in continuing education, at the same level of cost reimbursement provided to other professional school employees. Assure that up to \$750 will be budgeted for participation in other professional development workshop(s) or conference(s), if funds are available. The school nurse must participate in School Nursing: Roles and Responsibilities, an Orientation Workshop, unless previously attended. If funds are available and if the nurse has previously attended that workshop, assure that the school nurse will be allowed to participate in a School Nurse Certification review course; Pediatric Physical Assessment for School Nurses Workshop, School Nurse Role in Emergency Care Workshop, and/or 28th Annual School Nurse Conference.
8. Collaborate with the School Nurse Consultant on DPH initiatives in an effort to help implement these at the local level (e.g., school nurse case management project, immunization initiatives, etc.)
9. Assure that school nurse(s) employed through this contract will be supported at the same level as other school nurse(s) in the LEA, providing adequate space, computer equipment, supplies, in-district travel expenses, etc.
10. For any school nurse who is not certified at the time of hire, submit a plan that would result in certification, including timelines for achieving education and certification goals. The plan should be submitted to the regional school nurse

consultant within 30 days of hire. This plan must be updated at least twice annually until the nurse is certified.

11. Assure that the LEA/LHD Memorandum of Agreement that exists between all health districts and local education agencies clearly states that emergency/disaster service by SNFI nurses is an allowable use of their time.
12. Assure that the priority of the allocation during a full year will support salary and fringe for the school nurse(s). However, where the allocation exceeds the amount needed to fully fund the school nurse(s) salary and fringe, lapsed salary and fringe may be used to support training as described above in number 7.
Note: No other expenditures are allowable using this allocation.
13. Assure that if salaries and fringe exceed the state allocation, local funds will be used. If more than one position is allocated, state funds provided for the positions can be combined. This will allow use of more than \$50,000 (annual allocation per position) for a position if education and experience qualifies one nurse for more than \$50,000 and another for less than \$50,000.
14. Provide accurate contact information and timely notification of changes in contact information of key contacts, including school nurse supervisor, SNFI school nurse, contract program administrator, and contract fiscal officer.
15. Provide advance notification to the regional school nurse consultant should a change in local school nurse position number or assignment be expected to affect the level of student service provided by the SNFI nurse.
16. If SNFI funds are sub-contracted, provide a copy of the sub-contract and attachments to the NC Division of Public Health upon execution.

The short-term and/or interim outcomes of this contract are:

- A. Reduce the nurse to student ratio in County Schools from 1/775 to 1/750.
- B. Improve access to basic health services for 100% of students served.

V. Performance Monitoring and Quality Assurance:

A. The Contractor shall adhere to the following service quality measures for this contract:

1. Service is provided by a nationally certified school nurse. If the nurse hired with these funds is not nationally certified, service is provided by a registered nurse working towards certification. This requirement shall be completed no later than the date of completion of three years of employment as a school nurse in North Carolina.
2. Services are provided in accordance with standards established by the NC Nurse Practice Act and the NC Board of Nursing.
3. Services are provided in a culturally sensitive manner.

B. This contract will be monitored according to the following plan:

1. Contract Administrator and central office program staff will review budgets and expenditures to assure that funds are spent according to agreed upon budgets.

2. Contract Administrator will monitor vacancies, recruitment and hiring.
3. Program staff will maintain regular contact (email, phone, on-site) with the Contractor to review progress on contract deliverables.
4. Upon completion of the annual work plan regional school nurse consultants will review assurance of deliverables as outlined in this contract. At midyear, and more often if necessary, regional school nurse consultants will review progress on contract deliverables and provide a sub-recipient monitoring report to the Contract Administrator. The report will demonstrate assurance that program goals are being addressed and that all deliverables are on target to be met. If the report indicates failure to adhere to deliverables in this contract, the contractor will work with the regional consultant and the Contract Administrator to develop a corrective action plan. If the corrective action plan does not meet contract requirements, the Division may take action resulting in cessation of funding.
5. Results of monitoring activities will be provided to the DHHS Program Monitoring System.

VI. Funding Guidelines or Restrictions:

The contractor shall only use funds for salary, fringe and to support continuing education and required school nurse training.

The contractor shall assure that these funds will not supplant existing funds supporting school nurse positions. Communities will maintain current level of effort and funding for school nurses.

If the SNFI nurse is hired by the local Health Department for 12 months, funds in the amount of 1/12 of the annual allocation shall be drawn down each month to support the SNFI nurse salary, fringe, and continuing education. If SNFI funds are contracted with other employers (LEA, hospital) the draw down may be no more than is billed monthly by the contractor without prior approval of the DPH contract administrator.

Attachment III

BUDGET

SNFI Contract Budget

I. SALARIES

Position Title	Name *	Annual Salary	Type Position	Amount Paid by Local Agency	Amount Paid by State Contract
1. Nurse 1	Name Renee Tew	\$	<input type="checkbox"/> 12-month <input type="checkbox"/> 11-month <input checked="" type="checkbox"/> 10-month	\$21,890	\$37,922.00
2. Nurse 2	Name Jana Hobson	\$	<input type="checkbox"/> 12-month <input type="checkbox"/> 11-month <input checked="" type="checkbox"/> 10-month	\$10,564	\$37,286.00
3. Nurse 3	Name Vacant	\$	<input type="checkbox"/> 12-month <input type="checkbox"/> 11-month <input checked="" type="checkbox"/> 10-month	\$10,564	\$37,286.00
TOTAL SALARY PAID BY CONTRACT					\$112,494.00

* List VACANT if position not filled at the time of this report.

II. FRINGE

Position Title	Name *	Type and Rate	Amount Paid by Local Agency	Amount Paid by the State Contract
1. Nurse 1	Name: Renee Tew	<input type="checkbox"/> Retirement Rate 15.21%	\$3,329.00	\$5,768.00
		<input type="checkbox"/> FICA Rate: 7.65%	\$1,675.00	\$2,901.00
		<input type="checkbox"/> Medical Rate/Amount: \$ 5,378.00	\$1,969.00	\$3,409.00
		<input type="checkbox"/> Other: Rate:		
2. Nurse 2	Name Jana Hobson	<input type="checkbox"/> Retirement Rate: 15.21 %	\$1,607.00	\$5,671.00
		<input type="checkbox"/> FICA Rate: 7.65 %	\$809.00	\$2,853.00
		<input type="checkbox"/> Medical Rate/Amount: \$ 5,378	\$1,188.00	\$4,190.00
		<input type="checkbox"/> Other: Rate:		
3. Nurse 3	Name: Vacant	<input type="checkbox"/> Retirement Rate : 15.21 %	\$1,607.00	\$5,671.00
		<input type="checkbox"/> FICA Rate: 7.65 %	\$809.00	\$2,853.00
		<input type="checkbox"/> Medical Rate/Amount: \$ 5,378	\$1,188.00	\$1,188.00
		<input type="checkbox"/> Other: Rate:		
TOTAL FRINGE PAID BY CONTRACT				\$37,506.00

*Fringe benefit amounts may change due to longevity, etc. that the employee may be eligible for during the school year.

Justification: Funds will be used to employ nationally certified school nurse(s) or registered nurse(s) working toward national certification to work full time in schools and enhance the local school district's capacity to provide basic health services to students.

III. Other

STAFF TRAVEL				
In-State		Total miles	Cost per mile	Total Cost
In-state Mileage				\$ -
		Number of nights	Cost per night	Total Cost
In-state Lodging				\$ -
	# of breakfasts	# of lunches	# of dinners	Total Cost (State rate)
State funded Meals, Instate				\$ -
Conference Registration				0.00

TRAINING PAID BY CONTRACT (If no funds available after covering salary and fringe for these positions, leave at 0.00. If funds available, amount is limited to a total of \$750 per position. See Scope of Work for Allowable Costs)	0.00

CONTRACT TOTAL AMOUNT	\$150,000.00
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Contract for School Nursing Services
Between the
County of Sampson and Sampson County Schools
 August 1, 2014 – May 31, 2015

This agreement between the Sampson County Health Department, hereinafter referred to as the “Department” and the Sampson County Schools hereinafter referred to as the “School” or “Hospital” is entered into for the purpose of providing school nursing services to the students of the Sampson County School System.

Whereas both the Department and the School mutually agree that the purpose of providing school nursing services is to promote the optimal health and well-being of all students in Sampson County Schools, and

Whereas both the Department and the School mutually agree that the long-term purpose of these funds is to provide full-time nursing services to each school in the system, and

Whereas both the Department and the School mutually agree that the School Nurse Funding Initiative (SNFI) enacted by the General Assembly is a useful step toward the goal of having a nurse to student ratio that meets the nation and state recommendation of 1:750, and

Whereas both the Department and the School mutually agree to continue providing school nursing services as specified in the annually developed “Memorandum of Agreement between Sampson County Health Department and Sampson County Schools;”

NOW, THEREFORE, in consideration of the premises and the following mutual covenants and conditions and any sums to be paid, the Department and Schools agree as follows:

The Department agrees:

1. To provide funds not to exceed \$250,000.00 to the sub-contractor for the purpose of supporting nationally certified school nurse(s) or registered nurse(s) working toward certification to provide school nursing services for the 2014-2015 school year.
2. That the funds will be paid monthly upon submission of an invoice that specifies personnel and other allowable costs and that the Department shall pay the sub-contractor within thirty (30) days of receipt of the invoice. Any adjustments to the invoice shall be taken into account in the next succeeding invoice or as soon thereafter as reasonably practical.
3. That the funds may be used only for personnel costs (salary and fringe) and continuing education costs up to \$750 per SNFI position.

The Sub-Contractor agrees:

1. To provide a detailed budget (Attachment III) to the Department by August 30, 2014.
2. To utilize funds not to exceed \$250,000.00 for the purpose of supporting (one or more) (10, 11 or 12)- month nationally certified school nurse(s) or registered nurse(s) working toward certification, to provide school nursing services for the 2014-2015 school year.
3. To comply with assurances in Attachment I.

4. The nurse(s) will provide direct nursing services to students within one or more schools following the scope of service in Attachment II.
5. To submit an invoice to the Department monthly that specifies personnel and other allowable costs for the period.
4. To provide adequate space, computer equipment and supplies for the designated position through other funds at a level comparable to the support provided to all school nurses supported by the Department or the Sub-Contractor.
5. To inform the Department of the employment of the nurses, and in the event of termination, whether voluntary or involuntary, and the date of termination within 4 working days of such action.
6. To maintain documentation that each nurse employed under this contract is and remains current in his/her licensure as a Registered Nurse in good standing with the North Carolina Board of Nursing.
7. To provide supervision within the Sub-Contractor consistent with the annual Memorandum of Agreement.
8. To assume the full responsibility for negligence of its employees that provide nursing services under the terms of this contract for the contract positions and for all nurses employed directly by the Sub-Contractor but functioning under the direction of the annual Memorandum of Agreement.

This contract shall be in effect for the period August 1, 2014 through May 31, 2015 and is renewable annually thereafter. Either party may terminate this contract with or without cause upon (60) days written notice.

FOR AND ON BEHALF OF

Wanda Ralston
(Health Director)

FOR AND ON BEHALF OF

[Signature]
(Superintendent)

Date: 9/02/2014

Date: 8-27-14

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

[Signature]
(Sampson County Finance Officer)

W. Jae McFarland
(Sampson County Schools Finance Officer)

Date: 1/23/14

Date: 8.27.14

FOR AND ON BEHALF OF THE COUNTY OF SAMPSON

(CHAIR COUNTY COMMISSIONERS)

Date: _____

Attachment I

ASSURANCES

(To be initialed by Superintendent of Local Education Agency or other Sub-Contractor CEO)

Initials

Assure that these contracted funds will not be used to supplant existing federal, State, or local funds supporting school nurse positions. Communities will maintain current level of effort and funding for school nurses. TB

Assure that school nurses will be allowed to participate in required trainings. TB

Attachment II

Scope of Work

II. Purpose:

The purpose of the contract is to improve the school nurse to student ratio in the school district in order to have a positive impact on improving children's health and their readiness to learn. Funds will be used to employ nationally certified school nurse(s) or registered nurse(s) working toward national certification to work full time in schools and enhance the local capacity to provide basic health services to students.

III. Scope of Work and Deliverables:

The Contractor shall, for approximately 8,586 students:

1. Employ **FIVE (5)** nationally certified school nurse(s) or registered nurse(s) working toward national certification, to work full time.

School Nurse Assignment	# SNFI Nurses
Sampson County Schools as assigned - Attachment C	5

2. Submit, annually, a written work plan from each school nurse, no later than one month from hire.
 - A. The plan shall address delivery of basic health services, including activities, strategies and goals, within, but not limited to, the following areas:
 - a) Preventing and responding to communicable disease outbreaks;
 - b) Developing and implementing plans for emergency medical assistance for students and staff;
 - c) Supervising specialized clinical services and associated health teaching for students with chronic conditions and other special health needs;
 - d) Administering, delegating where appropriate, and providing oversight and evaluation of medication administration and associated health teaching for other school staff who provide this service;
 - e) Providing or arranging for routine health assessments, such as vision, hearing, or dental screening, and follow-up of referrals; and
 - f) Assuring that mandated health related activities are completed, i.e. Kindergarten Health Assessments, Immunization Status

Report, blood-borne pathogen control plan (OSHA) requirements, etc.

AND, as required by HB 200 SL 2011-145 Section 10.22 (b)-- School nurses funded by SNFI do not assist in any instructional or administrative duties associated with a school's curriculum and do perform all of the following with respect to school health programs:

- g) Serve as coordinator of the health services program and provide nursing care;
- h) Provide health education to students, staff, and parents;
- i) Identify health and safety concerns in the school environment and promote a nurturing school environment;
- j) Support healthy food services programs;
- k) Promote healthy physical education, sports policies, and practices;
- l) Provide health counseling, assess mental health needs, provide interventions, and refer students to appropriate school staff or community agencies;
- m) Promote community involvement in assuring a healthy school and serve as school liaison to a health advisory committee;
- n) Provide health education and counseling and promote healthy activities and a healthy environment for school staff;
- o) Be available to assist the county health department during a public health emergency.

B. The plan shall also outline the steps the nurse(s) will take toward meeting degree and certification requirements, if not already certified, no later than the date of completion of three years of employment as a school nurse in North Carolina.

3. Submit a mid-year review of progress toward achieving goals in the annual plan, scheduled by Jan. 31 (if hired at start of school year) or by a date to be determined with DPH regional school nurse consultant, if hired at a date different from start of school year.
4. Submit an annual report that addresses the overall progress toward meeting the work plan outcomes, related, but not limited to, the health service areas listed above. Any information regarding strengths, challenges and the accomplishments of the position will also be reviewed. The report form for the annual report will be provided to the contractor in September of each school year. The report is due no later than a week after the end of the school year; prior to resignation if not working the full school year; or upon a date to be determined with the DPH regional school nurse consultant.

As a result of this contract, the following outputs shall be attained:

- Five (5) nationally certified school nurse(s) or registered nurse(s) to work full time to serve approximately 8,586 students.
- An annual Work Plan to provide basic health services.

IV. Performance Measures/Reporting Requirements:

The contractor shall:

1. Submit to the Contract Administrator within 30 days a recruitment plan for any position that is vacant at the time this contract is executed.
2. Notify the Contract Administrator in the Division of Public Health within four (4) working days after initial hire or replacement hire for this position, on a form that is supplied by the Contract Administrator upon execution of the contract or agreement addendum. This notification must include all items listed on the form, including information about nursing education and certification.
3. Notify the Contract Administrator within 4 working days in the event that the position becomes vacant, on a form supplied by the Division. The plan must include the procedure to recruit for this position.
4. Assure that registered nurse hired into this position is duly registered by the North Carolina Board of Nursing and fully permitted to practice in the State of North Carolina.
5. Submit an annual report as outlined above, on a form supplied by the Division, by the specified date.
6. Provide data to the Local Education Agency for inclusion in the North Carolina Annual Survey of Public School Health Services. The data must be provided to the LEA in time for its submission of the report to the Regional School Nurse Consultant prior to the conclusion of the academic year.
7. Assure that the newly hired School Nurse Funding Initiative school nurse will be provided with paid time and reimbursement of costs associated with attendance or participation in continuing education, at the same level of cost reimbursement provided to other professional school employees. Assure that up to \$750 will be budgeted for participation in other professional development workshop(s) or conference(s), if funds are available. The school nurse must participate in School Nursing: Roles and Responsibilities, an Orientation Workshop, unless previously attended. If funds are available and if the nurse has previously attended that workshop, assure that the school nurse will be allowed to participate in a School Nurse Certification review course; Pediatric Physical Assessment for School Nurses Workshop, School Nurse Role in Emergency Care Workshop, and/or 28th Annual School Nurse Conference.
8. Collaborate with the School Nurse Consultant on DPH initiatives in an effort to help implement these at the local level (e.g., school nurse case management project, immunization initiatives, etc.)
9. Assure that school nurse(s) employed through this contract will be supported at the same level as other school nurse(s) in the LEA, providing adequate space, computer equipment, supplies, in-district travel expenses, etc.
10. For any school nurse who is not certified at the time of hire, submit a plan that would result in certification, including timelines for achieving education and certification goals. The plan should be submitted to the regional school nurse

consultant within 30 days of hire. This plan must be updated at least twice annually until the nurse is certified.

11. Assure that the LEA/LHD Memorandum of Agreement that exists between all health districts and local education agencies clearly states that emergency/disaster service by SNFI nurses is an allowable use of their time.
12. Assure that the priority of the allocation during a full year will support salary and fringe for the school nurse(s). However, where the allocation exceeds the amount needed to fully fund the school nurse(s) salary and fringe, lapsed salary and fringe may be used to support training as described above in number 7.
Note: No other expenditures are allowable using this allocation.
13. Assure that if salaries and fringe exceed the state allocation, local funds will be used. If more than one position is allocated, state funds provided for the positions can be combined. This will allow use of more than \$50,000 (annual allocation per position) for a position if education and experience qualifies one nurse for more than \$50,000 and another for less than \$50,000.
14. Provide accurate contact information and timely notification of changes in contact information of key contacts, including school nurse supervisor, SNFI school nurse, contract program administrator, and contract fiscal officer.
15. Provide advance notification to the regional school nurse consultant should a change in local school nurse position number or assignment be expected to affect the level of student service provided by the SNFI nurse.
16. If SNFI funds are sub-contracted, provide a copy of the sub-contract and attachments to the NC Division of Public Health upon execution.

The short-term and/or interim outcomes of this contract are:

- A. Reduce the nurse to student ratio in Sampson County Schools from 1/2744 approximately to 1/1029 approximately.
- B. Improve access to basic health services for 100% of students served..

V. Performance Monitoring and Quality Assurance:

A. The Contractor shall adhere to the following service quality measures for this contract:

1. Service is provided by a nationally certified school nurse. If the nurse hired with these funds is not nationally certified, service is provided by a registered nurse working towards certification. This requirement shall be completed no later than the date of completion of three years of employment as a school nurse in North Carolina.
2. Services are provided in accordance with standards established by the NC Nurse Practice Act and the NC Board of Nursing.
3. Services are provided in a culturally sensitive manner.

B. This contract will be monitored according to the following plan:

1. Contract Administrator and central office program staff will review budgets and expenditures to assure that funds are spent according to agreed upon budgets.
2. Contract Administrator will monitor vacancies, recruitment and hiring.
3. Program staff will maintain regular contact (email, phone, on-site) with the Contractor to review progress on contract deliverables.
4. Upon completion of the annual work plan regional school nurse consultants will review assurance of deliverables as outlined in this contract. At midyear, and more often if necessary, regional school nurse consultants will review progress on contract deliverables and provide a sub-recipient monitoring report to the Contract Administrator. The report will demonstrate assurance that program goals are being addressed and that all deliverables are on target to be met. If the report indicates failure to adhere to deliverables in this contract, the contractor will work with the regional consultant and the Contract Administrator to develop a corrective action plan. If the corrective action plan does not meet contract requirements, the Division may take action resulting in cessation of funding.
5. Results of monitoring activities will be provided to the DHHS Program Monitoring System.

VI. Funding Guidelines or Restrictions:

The contractor shall only use funds for salary, fringe and to support continuing education and required school nurse training.

The contractor shall assure that these funds will not supplant existing funds supporting school nurse positions. Communities will maintain current level of effort and funding for school nurses.

If the SNFI nurse is hired by the local Health Department for 12 months, funds in the amount of 1/12 of the annual allocation shall be drawn down each month to support the SNFI nurse salary, fringe, and continuing education. If SNFI funds are contracted with other employers (LEA, hospital) the draw down may be no more than is billed monthly by the contractor without prior approval of the DPH contract administrator.

SNFI Contract Budget - Sampson County Schools 2013/2014

I. SALARIES

Position Title	Name *	Annual Salary	Type Position	Amount Paid by Local Agency	Amount Paid by State Contract
1. Nurse 1	Beverly Bradshaw	47,850	<input type="checkbox"/> 12-month <input type="checkbox"/> 11-month <input checked="" type="checkbox"/> 10-month		47,850
2. Nurse 2	Marcie Faircloth	44,000	<input type="checkbox"/> 12-month <input type="checkbox"/> 11-month <input checked="" type="checkbox"/> 10-month		44,000
3. Nurse 3	Cary Booyer	44,000	<input type="checkbox"/> 12-month <input type="checkbox"/> 11-month <input checked="" type="checkbox"/> 10-month		44,000
4. Nurse 4	Jennifer Danks	44,000	<input type="checkbox"/> 12-month <input type="checkbox"/> 11-month <input checked="" type="checkbox"/> 10-month		44,000
5. Nurse 5	Vaughn Michelle Williams	40,150	<input type="checkbox"/> 12-month <input type="checkbox"/> 11-month <input checked="" type="checkbox"/> 10-month		40,150
TOTAL SALARY PAID BY CONTRACT					\$220,000

* List VACANT if position not filled at the time of this report.

II. FRINGE

Position Title	Name *	Type and Rate	Amount Paid by Local Agency	Amount Paid by the State Contract
1. Nurse 1	Beverly Bradshaw	■ Retirement		7278
		■ FICA	Rate: 15.21%	
		■ Medical	Rate: 7.65%	3661
		■ Other:	Rate/Amount: \$5,378	5378
2. Nurse 2	Marcie Faircloth	■ Retirement		6692
		■ FICA	Rate: 15.21%	
		■ Medical	Rate: 7.65%	3366
		■ Other:	Rate/Amount: \$5,378	5378
3. Nurse 3	Cary Booyer	■ Retirement		6692
		■ FICA	Rate: 15.21%	
		■ Medical	Rate: 7.65%	2311
		■ Other:	Rate/Amount: \$5,378	5378
4. Nurse 4	Jennifer Danks	■ Retirement		6692
		■ FICA	Rate: 15.21%	
		■ Medical	Rate: 7.65%	1055
		■ Other:	Rate/Amount: \$5,378	5378
5. Nurse 5	Vaughn Michelle Williams	■ Retirement		6107
		■ FICA	Rate: 15.21%	
		■ Medical	Rate: 7.65%	3071
		■ Other:	Rate/Amount: \$5,378	5378
TOTAL FRINGE PAID BY CONTRACT			\$47,181	\$30,000

*Fringe benefit amounts may change due to longevity, etc. that the employee may be eligible for during the school year.

Justification: As outlined as permissible in the Scope of Work portion of the SNFI contract, Sampson County Schools chooses to use other funding sources to satisfy all other continuing education requirements as necessary to maintain certification. In addition we agree to absorb the expense for the required workshop "New School Nurse Training" due to the fact that our current salary expenditures are over the contract amount for the five positions.

III. Other

STAFF TRAVEL					
In-State		Total miles	Cost per mile		Total Cost
In-state Mileage				\$	
		Number of nights	Cost per night		Total Cost
In-state Lodging				\$	
	# of breakfasts	# of lunches	# of dinners		Total Cost (State rate)
State funded Meals, Instate				\$	
Conference Registration					0.00

TRAINING PAID BY CONTRACT (If no funds available after covering salary and fringe for these positions, leave at 0.00. If funds available, amount is limited to a total of \$750 per position. See Scope of Work for Allowable Costs)

0.00

CONTRACT TOTAL AMOUNT

\$250,000

Contract # 13 Fiscal Year Begins July 1, 2014 Ends June 30, 2015
Primary Attorney

This contract is hereby entered into by and between the Sampson County Department of Social Services (the "County") and Warrick and Bradshaw P.A. (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number is 56-1134481 and DUNS Number (optional).

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

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

- 2. Precedence among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

- 3. Effective Period:** This contract shall be effective on **July 1, 2014** and shall terminate on **June 30, 2015**. This contract is for twelve months.

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

- 5. County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed **\$188,200**. This amount consists of **\$103,510** in Federal funds, **\$9,410** in State Funds, **\$75,280** in County funds

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

The contributions from the Contractor shall be sourced from non-federal funds. The total contract amount including any Contractor match shall not exceed **\$188,200**.

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

- 7. Payment Provisions:** Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

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

For the County:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Sarah W. Bradshaw, Director	Name & Title	Sarah W. Bradshaw, Director
County	Sampson County DSS	County	Sampson County DSS
Mailing Address	PO Box 1105	Street Address	360 County Complex Rd., Suite 100
City, State, Zip	Clinton, NC 28329	City, State, Zip	Clinton, NC 28328
Telephone	910-592-7131		
Fax	910-592-3763		
Email	sarah.bradshaw@sampsondss.net		

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Benjamin R. Warrick	Name & Title	Benjamin R. Warrick
Company Name	Warrick and Bradshaw, PA	Company Name	Warrick and Bradshaw, PA
Mailing Address	PO Box 1216	Mailing Address	609 College Street
City State Zip	Clinton, NC 28329	City State Zip	Clinton, NC 28328
Telephone	910-590-2900		
Fax	910-590-2555		
Email			

9. Supplementation of Expenditure of Public Funds:

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

10. Disbursements:

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

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

11. Outsourcing to Other Countries:

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

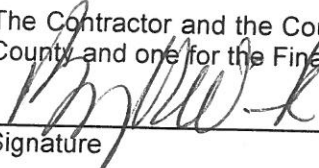
12. Federal Certifications:

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

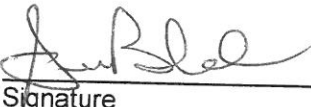
13. Signature Warranty:

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

The Contractor and the County have executed this contract in triplicate originals, with one original for Contractor, one for County, and one for the Finance Office



 Signature _____ Date 8/19/14
 Benjamin R. Warrick
 Printed Name _____ President
 Title

SAMPSON COUNTY


 Signature _____ Date 8/18/14
 Sarah W. Bradshaw
 Printed Name _____ Director
 Title

 Signature _____ Date _____
 Edwin W. Causey
 Printed Name _____ County Manager
 Title

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


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

**Attachment A
General Terms and Conditions**

Relationships of the Parties

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

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

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

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

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

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

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County and any of their officers, agents and employees, from any claims of third parties arising out or any act or omission of the Contractor in connection with the performance of this contract.

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

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

The Contractor is not required to provide and maintain automobile liability insurance on any vehicle – owned, hired

or non-owned -- unless the vehicle is used in the performance of this contract.

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

Transportation of Clients by Contractor:

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

Default and Termination

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

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date

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

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

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

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

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

Intellectual Property Rights

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

Federal Intellectual Property Bankruptcy Protection

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

Compliance with Applicable Laws

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

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

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

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

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

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

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the County. The Contractor acknowledges that

in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

Oversight

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

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

Warranties and Certifications

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

Certification Regarding Collection of Taxes: G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of G.S. 105-164.8(b) and yet refuse to collect use taxes

on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Contractor certifies that it and all of its affiliates (if any) collect all required taxes.

Miscellaneous

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

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Contractor.

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

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of

the agreement and should not be used to construe the meaning thereof.

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

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

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

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates established in County policy.

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

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

A. CONTRACTOR INFORMATION

- 1. Contractor Agency Name: Warrick and Bradshaw, PA
- 2. Telephone Number:910-590-2900 Fax Number:910-590-2555 Email:
- 3. Name of Program (s): Child Welfare Services. Adult Protective Services and Child Support
- 4. Status: Public Private, Not for Profit Private, For Profit
- 5. Contractor's Financial Reporting Year January through December

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

- 1. Foster Care Services for Children - (SIS Code 100) – Attorney services to facilitate permanency planning for a child in the custody of the agency.
- 2. Protective Services for Children – (SIS Code 210) – Attorney services to represent the agency where court action is necessary to protect children as part of protective services – (Family Services manual, Volume I, Chapter VIII).
- 3. Protective Services for Adults – (SIS Code 200) – Attorney services to represent the agency where court action is necessary to protect adults as part of protective services – (Family Services manual, Volume IV, Chapter XVI).
- 4. Child Support Establishment and Enforcement – (App Code 361) – Attorney services for the representation of the Child Support Enforcement Unit under the Department of Social Services for any and all required representation.
- 5. Paralegal Supervision – (App Code 359) – Monthly supervision of the agency paralegal.

C. Rate per unit of Service (define the unit):

Negotiated County Rate:

- a. Legal Attorney Services - \$85. per hour for Children and Adult Protective Services, Foster Care Services and Child Support Establishment and Enforcement services. (Must be inclusive of the attorney’s time as well as **any adjunctive expenses** routinely incurred by the attorney in the public practice of law. Such adjunctive expenses might include photocopying, postage, telephone bills, legal secretary expenses, and so on.)
- b. Paralegal Supervision - \$100. per month for supervision of the agency paralegal.
- c. Administrative Attorney Services – A rate of up to \$55. per hour for these services, not to exceed \$440. per day. Specifically, this category would include attendance at professional meetings, seminars, and the like. Travel and subsistence payments are allowable in addition to the hourly rate up to a maximum of the same rates that are applicable to the county DSS employees. However, an attorney may not be paid an hourly rate for time spent traveling.

D. Number of units to be provided:

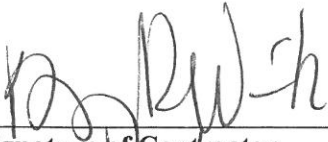
2200 Hours of legal services for Foster Care Services, Child Protective Services, Adult Protective Services, Child Support Establishment and Enforcement @ \$85. per hour = \$187,000.
 12 Months of Supervision of the Agency Paralegal @\$100. per month = \$1,200.

E. Details of Billing process and Time Frames;

The law firm will submit detailed billing to the Sampson County Department of Social Services monthly for services provided based on rates in section C above.

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

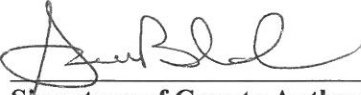
Sampson County and other areas as needed or directed by the agency.



 Signature of Contractor

 8/19/14

 Date



 Signature of County Authorized Person

 8/18/14

 Date

ATTACHMENT C

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS AND CERTIFICATION REGARDING NONDISCRIMINATION

Sampson County Department of Social Services

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

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

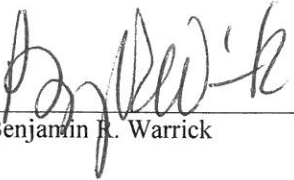
- II. The site(s) for the performance of work done in connection with the specific agreement are listed below:
- 1. Sampson County
 - 2. Contractor will inform the County of any additional sites for performance of work under this agreement.

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

45 C.F.R. Section 82.510. Section 4 CFR Part 85, Section 85.615 and 86.620.

Certification Regarding Nondiscrimination

The Vendor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.



Benjamin R. Warrick

Warrick and Bradshaw, PA
Agency/Organization

President

Title
8/19/14

Date

ATTACHMENT D

Conflict of Interest Policy

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

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

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

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

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

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

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

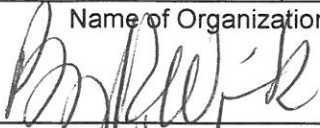
F. **Violations of the Conflicts of Interest Policy** -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief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

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

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.

2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

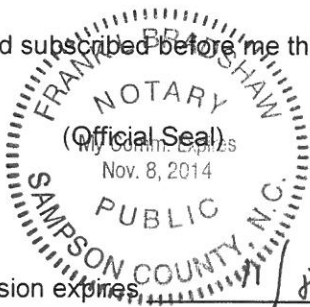
Warrick and Bradshaw, PA
 Name of Organization

 Signature of Organization Official
8/19/14
 Date

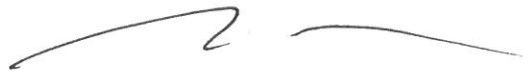
NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina
 County of Sampson

I, Frank L. Bradshaw, Notary Public for said County and State, certify that
Benjamin R. Warrick personally appeared before me this day and acknowledged
 that he/she is President of Warrick and Bradshaw, PA and by that authority duly given
 and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board
 of Directors/Trustees or other governing body in a meeting held on the 1st day of July, 2014.

Sworn to and subscribed before me this 19th day of August, 2014.




 Notary Public

My Commission expires 11/8/14, 2014

ATTACHMENT E – NO OVERDUE TAXES

WARRICK AND BRADSHAW, PA

609 College Street; PO Box 1216

Clinton, NC 28329

(910) 590-2900

July 1, 2014

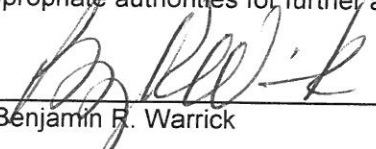
To: Sampson County Department of Social Services

Certification:

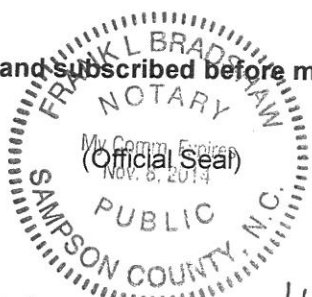
We certify that Warrick and Bradshaw, PA does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as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

Sworn Statement:

Benjamin R. Warrick being duly sworn, say that I am the authorizing official of Warrick and Bradshaw, PA of Clinton in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of my knowledge and was made and subscribed by me. I also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.


Benjamin R. Warrick

Sworn to and subscribed before me this 19th day of Aug., 2014




Notary Public

My Commission expires 11/8/14, 20

ATTACHMENT F

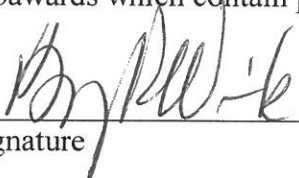
CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Sampson County Department of Social Services

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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



Signature

President

Title

Warrick and Bradshaw, PA

Agency/Organization

8/19/14

Date

Attachment G

**SAMPSON COUNTY DEPARTMENT OF SOCIAL SERVICES
Certification Regarding Lobbying**

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

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

Paragraph A.

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

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

Paragraph B.

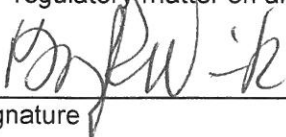
- (1) Providing a technical and factual presentation of information on a topic directly related to the performance of a grant, contract or other agreement through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof,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

Paragraph C.

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

Paragraph D.

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



 Signature

Warrick and Bradshaw, PA

 Agency/Organization

President

 Title

8/19/14

 Date

ATTACHMENT H

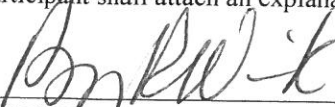
SAMPSON COUNTY DEPARTMENT OF SOCIAL SERVICES
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

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

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

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



Signature
Warrick and Bradshaw, PA

Agency/Organization

President

Title
8/19/14

Date

ATTACHMENT I

SAMPSON COUNTY DEPARTMENT OF SOCIAL SERVICES DEPARTMENT OF HEALTH AND HUMAN SERVICES BUSINESS ASSOCIATE ADDENDUM

This Agreement is made effective the 1st day of July, 2014, by and between Sampson County Department of Social Services ("Covered Entity") and Warrick and Bradshaw, PA ("Business Associate") (collectively the "Parties").

1. BACKGROUND

- a. Covered Entity and Business Associate are parties to a contract entitled Contract #13 - Primary Attorney (the "Contract"), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. Covered Entity is an organizational unit of Sampson County that has been designated in whole or in part by the County as a health care component for purposes of the HIPAA Privacy and Security Rules.
- c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a "business associate" within the meaning of the HIPAA Privacy Rule.
- d. The Parties enter into this Business Associate Addendum to the Contract with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate, and may allow a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS

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

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

3. OBLIGATIONS OF BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.

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

4. PERMITTED USES AND DISCLOSURES

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

5. TERM AND TERMINATION

- a. **Term.** This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
 - 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - 2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
 - 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.
- c. **Effect of Termination.**
 - 1) Except as provided in paragraph (2) of this section or in the Contract or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - 2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.


6. GENERAL TERMS AND CONDITIONS

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

SIGNATURES:



Benjamin R. Warrick
Business Associate/Contractor



Sarah W. Bradshaw
County

CONTRACT PROVIDER NAME: Warrick and Bradshaw, PA

CONTRACT NUMBER: 13

CONTRACT PERIOD: July 1, 2014 - June 30, 2015

PROVIDER'S FISCAL YEAR: January 1 - December 31

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

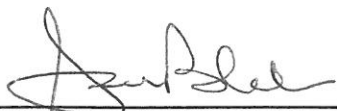
Instructions: Enter 5 points for each factor in either the yes or no column. Once the entire list has been completed tally the points in each column. The column with the most points should be a good indicator of the designation of the organization--either Financial Assistance (Grant) or Vendor (Purchase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

Determination Factors	5 points	5 points
	Financial Assistance YES	Purchase of Service NO
1 Does the provider determine eligibility?		5
2 Does the provider provide administrative functions such as Develop program standards procedures and rules?		5
3 Does the provider provide administrative functions such as Program Planning?		5
4 Does the provider provide administrative functions such as Monitoring?		5
5 Does the provider provide administrative functions such as Program Evaluation?		5
6 Does the provider provide administrative functions such as Program Compliance?		5
7 Is provider performance measured against whether specific objectives are met?		5
8 Does the provided have responsibility for programmatic decision making?		5
9 Is the provider objective to carry out a public purpose to support an overall program objective?		5
10 Does the provider have to submit a cost report to satisfy a cost reimbursement arrangement?		5
11 Does the provider have any obligation to the funding authority other than the delivery of the specified goods/services?		5
12 Does the provider operate in a noncompetitive environment?		5
13 Does the provider provide these or similar goods and/or services only to the funding agency?		5
14 Does the provide these or similar goods and/or services outside normal business operations?		5
TOTAL	0	70

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

FINANCIAL ASSISTANCE

PURCHASE SERVICE



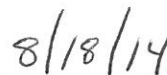
Signature of Authorized Programmatic Individual



DATE



Signature of Authorized Administrative Individual



DATE

ATTACHMENT M

State Certification Contractor Certifications Required by North Carolina Law

Instructions

The person who signs this document should read the text of the statutes listed below and consult with counsel and other knowledgeable persons before signing.

- The text of Article 2 of Chapter 64 of the North Carolina General Statutes can be found online at: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- The text of G.S. 105-164.8(b) can be found online at: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- The text of G.S. 143-48.5 (S.L. 2013-418, s. 2.(d)) can be found online at: <http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf>
- The text of G.S. 143-59.1 can be found online at: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- The text of G.S. 143-59.2 can be found online at: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- The text of G.S. 147-33.95(g) (S.L. 2013-418, s. 2. (e)) can be found online at: <http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf>

Certifications

- (1) **Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g)**, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov

Local government is specifically exempt from Article 2 of Chapter 64 of the North Carolina General Statutes. However, local government is subject to and must comply with North Carolina General Statute §153A-99.1., which states in part as follows:

Counties Must Use E-Verify. - Each county shall register and participate in E-Verify to verify the work authorization of new employees hired to work in the United States.

- (2) **Pursuant to G.S. 143-59.1(b)**, the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:

- (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**

- (b) [check **one** of the following boxes]

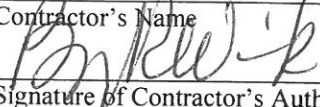



Neither the Contractor **nor** any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c) (2) after December 31, 2001; **or**



The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.

- (3) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that **none** of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (4) The undersigned hereby certifies further that:
- (a) He or she is a duly authorized representative of the Contractor named below;
 - (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
 - (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Warrick and Bradshaw, P.A.	
Contractor's Name	
	8/19/14
Signature of Contractor's Authorized Agent	Date
Benjamin R. Warrick	President
Printed Name of Contractor's Authorized Agent	Title
	Secretary
Signature of Witness	Title
Frank L. Bradshaw	8/19/14
Printed Name of Witness	Date

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

**Contract # 14 Fiscal Year Begins July 1, 2014 Ends June 30, 2015
Secondary Attorney**

This contract is hereby entered into by and between the Sampson County Department of Social Services (the "County") and Howard and Bradshaw PLLC (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number is 26-4223185 and DUNS Number (optional).

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

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

- 2. Precedence among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.
- 3. Effective Period:** This contract shall be effective on **July 1, 2014** and shall terminate on **June 30, 2015**. This contract is for twelve months.
- 4. Contractor's Duties:** The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.
- 5. County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed **\$8,500**. This amount consists of **\$4,675**. in Federal funds, **\$425**. in State Funds, **\$3,400**. in County funds
- a. There are no matching requirements from the Contractor.
 - b. The Contractor's matching requirement is \$ _____, which shall consist of:
 - In-kind
 - Cash
 - Cash and In-kind
 - Cash and/or In-kind

The contributions from the Contractor shall be sourced from non-federal funds.
The total contract amount including any Contractor match shall not exceed **\$8,500**.

- 6. Reporting Requirements:**
Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular A-133. and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.
- 7. Payment Provisions:**
Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

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

For the County:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name & Title Sarah W. Bradshaw, Director	Name & Title Sarah W. Bradshaw, Director
County Sampson County DSS	County Sampson County DSS
Mailing Address PO Box 1105	Street Address 360 County Complex Rd., Suite 100
City, State, Zip Clinton, NC 28329	City, State, Zip Clinton, NC 28328
Telephone 910-592-7131	
Fax 910-592-3763	
Email sarah.bradshaw@sampsondss.net	

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name & Title Alison G. Bradshaw	Name & Title Alison G. Bradshaw
Company Name Howard and Bradshaw, PLLC	Company Name Howard and Bradshaw, PLLC
Mailing Address PO Box 81	Mailing Address 115 E Elizabeth Street
City State Zip Clinton, NC 28329	City State Zip Clinton, NC 28328
Telephone 910-592-1942	
Fax 910-222-3170	
Email Alison@howardandbradshaw.com	

9. Supplementation of Expenditure of Public Funds:

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

10. Disbursements:

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

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

11. Outsourcing to Other Countries:

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


12. Federal Certifications:

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

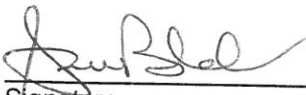
13. Signature Warranty:

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

The Contractor and the County have executed this contract in triplicate originals, with one original for Contractor, one for County and one for the Finance Office.

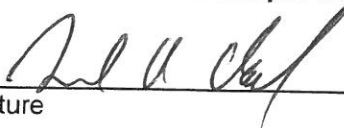

 Signature _____ Date 8/25/14
 Alison G. Bradshaw
 Printed Name _____ Partner
 Title

SAMPSON COUNTY


 Signature _____ Date 8/18/14
 Sarah W. Bradshaw
 Printed Name _____ Director
 Title

 Signature _____ Date _____
 Edwin W. Causey
 Printed Name _____ County Manager
 Title

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


 Signature _____ Date 9/23/14
 David K. Clack
 Printed Name _____ County Finance Officer
 Title

**Attachment A
General Terms and Conditions**

Relationships of the Parties

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

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

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

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

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

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

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County and any of their officers, agents and employees, from any claims of third parties arising out of or any act or omission of the Contractor in connection with the performance of this contract.

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

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

The Contractor is not required to provide and maintain automobile liability insurance on any vehicle – owned, hired

or non-owned -- unless the vehicle is used in the performance of this contract.

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

Transportation of Clients by Contractor:

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

Default and Termination

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

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written

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

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

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

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

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

Intellectual Property Rights

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

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

Compliance with Applicable Laws

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

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

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

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

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

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

Confidentiality

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

Oversight

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

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

Warranties and Certifications

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

provide accurate date/time data and leap year calculations. This warranty shall survive the termination or expiration of this contract.

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

Miscellaneous

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

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Contractor.

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

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

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

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

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

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates established in County policy.

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

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

ATTACHMENT B – Scope of Work

Federal Tax Id. 26-4223185

Contract # 14

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Howard and Bradshaw, PLLC
2. Telephone Number:910-592-1942 Fax Number:910-222-3170 Email: Alison@howardandbradshaw.com
3. Name of Program (s): Child Welfare Services. Adult Protective Services and Child Support
4. Status: Public Private, Not for Profit Private, For Profit
5. Contractor's Financial Reporting Year January through December

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

1. Foster Care Services for Children - (SIS Code 100) – Attorney services to facilitate permanency planning for a child in the custody of the agency.
2. Protective Services for Children – (SIS Code 210) – Attorney services to represent the agency where court action is necessary to protect children as part of protective services – (Family Services manual, Volume I, Chapter VIII).
3. Protective Services for Adults – (SIS Code 200) – Attorney services to represent the agency where court action is necessary to protect adults as part of protective services – (Family Services manual, Volume IV, Chapter XVI).
4. Child Support Establishment and Enforcement – (App Code 361) – Attorney services for the representation of the Child Support Enforcement Unit under the Department of Social Services for any and all required representation.

C. Rate per unit of Service (define the unit):

Negotiated County Rate:

Legal Attorney Services - \$85. per hour for Children and Adult Protective Services, Foster Care Services and Child Support Establishment and Enforcement services. (Must be inclusive of the attorney’s time as well as **any adjunctive expenses** routinely incurred by the attorney in the public practice of law. Such adjunctive expenses might include photocopying, postage, telephone bills, legal secretary expenses, and so on.)

D. Number of units to be provided:


100 Hours of legal representation for Foster Care Services, Child Protective Services, Adult Protective Services, Child Support Establishment and Enforcement @ \$85. per hour = \$8,500.

E. Details of Billing process and Time Frames;

The law firm will submit detailed billing to the Sampson County Department of Social Services monthly for services provided based on rates in section C above.

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

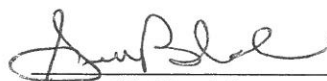
Sampson County and other areas as needed or directed by the agency.



Alison G. Bradshaw

8/25/14

Date



Sarah W. Bradshaw

8/18/14

Date

ATTACHMENT C

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS AND CERTIFICATION REGARDING NONDISCRIMINATION

Sampson County Department of Social Services

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

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

- II. The site(s) for the performance of work done in connection with the specific agreement are listed below:
 1. Sampson County
 2. Contractor will inform the County of any additional sites for performance of work under this agreement.

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

45 C.F.R. Section 82.510. Section 4 CFR Part 85, Section 85.615 and 86.620.

Certification Regarding Nondiscrimination

The Vendor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.



Alison G. Bradshaw

Partner

Title

Howard and Bradshaw, PLLC

Agency/Organization

8/25/14

Date

ATTACHMENT D

Conflict of Interest Policy

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

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

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

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

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

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

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

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

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

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.

2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

Howard and Bradshaw, PLLC

Name of Organization

Alison Bradshaw

Signature of Organization Official

8/25/14

Date

NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of Sampson

I, Angelene Powers, Notary Public for said County and State, certify that Alison G. Bradshaw personally appeared before me this day and acknowledged that he/she is Partner/Attorney of Howard and Bradshaw, PLLC and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the 1st day of July, 2014.

Sworn to and subscribed before me this 25th day of August, 2014.



(Official Seal)

Angelene Powers
Notary Public

My Commission expires May 10, 2016

ATTACHMENT E – NO OVERDUE TAXES

HOWARD AND BRADSHAW, PLLC

115 E Elizabeth Street; PO Box 81

Clinton, NC 28329

(910) 592-1942

July 1, 2014


To: Sampson County Department of Social Services

Certification:

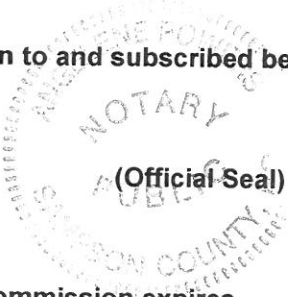
We certify that Howard and Bradshaw, PLLC does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as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

Sworn Statement:

Alison G. Bradshaw being duly sworn, say that I am the authorizing official of Howard and Bradshaw, PLLC of Clinton in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of my knowledge and was made and subscribed by me. I also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.


Alison G. Bradshaw

Sworn to and subscribed before me this 25th day of August, 2014.




Notary Public

My Commission expires May 10, 20 14

ATTACHMENT F

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Sampson County Department of Social Services

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

Alison Baehle
Signature

Partner
Title

Howard and Bradshaw, PLLC
Agency/Organization

8/25/14
Date

Attachment G

SAMPSON COUNTY DEPARTMENT OF SOCIAL SERVICES Certification Regarding Lobbying

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

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

Paragraph A.

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

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

Paragraph B.

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

Paragraph C.

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

Paragraph D.

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


Signature

Partner
Title

Howard and Bradshaw, PLLC
Agency/Organization

8/25/14
Date

ATTACHMENT H


SAMPSON COUNTY DEPARTMENT OF SOCIAL SERVICES
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

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

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

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.


Signature _____ Partner _____
Howard and Bradshaw, PLLC Title _____
Agency/Organization _____ Date 8/25/14

ATTACHMENT I

SAMPSON COUNTY DEPARTMENT OF SOCIAL SERVICES BUSINESS ASSOCIATE ADDENDUM

This Agreement is made effective the 1st day of July, 2014, by and between Sampson County Department of Social Services ("Covered Entity") and Howard and Bradshaw, PLLC ("Business Associate") (collectively the "Parties").

1. BACKGROUND

- a. Covered Entity and Business Associate are parties to a contract entitled Contract #14 - Secondary Attorney (the "Contract"), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. Covered Entity is an organizational unit of Sampson County that has been designated in whole or in part by the County as a health care component for purposes of the HIPAA Privacy and Security Rules.
- c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a "business associate" within the meaning of the HIPAA Privacy Rule.
- d. The Parties enter into this Business Associate Addendum to the Contract with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate, and may allow a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS

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

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

3. OBLIGATIONS OF BUSINESS ASSOCIATE

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

Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

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

4. PERMITTED USES AND DISCLOSURES

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

5. TERM AND TERMINATION

- a. **Term.** This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
 - 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - 2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
 - 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.
- c. **Effect of Termination.**
 - 1) Except as provided in paragraph (2) of this section or in the Contract or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - 2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

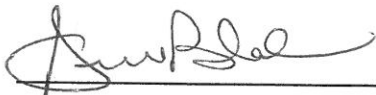
6. GENERAL TERMS AND CONDITIONS

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

SIGNATURES:



Alison G. Bradshaw
Business Associate/Contractor



Sarah W. Bradshaw
County

CONTRACT PROVIDER NAME: Howard and Bradshaw, PLLC

CONTRACT NUMBER: 14

CONTRACT PERIOD: July 1, 2014 - June 30, 2015

PROVIDER'S FISCAL YEAR: January 1 - December 31

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

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

Determination Factors	5 points	5 points
	Financial Assistance	Purchase of Service
	YES	NO
1 Does the provider determine eligibility?		5
2 Does the provider provide administrative functions such as Develop program standards procedures and rules?		5
3 Does the provider provide administrative functions such as Program Planning?		5
4 Does the provider provide administrative functions such as Monitoring?		5
5 Does the provider provide administrative functions such as Program Evaluation?		5
6 Does the provider provide administrative functions such as Program Compliance?		5
7 Is provider performance measured against whether specific objectives are met?		5
8 Does the provided have responsibility for programmatic decision making?		5
9 Is the provider objective to carry out a public purpose to support an overall program objective?		5
10 Does the provider have to submit a cost report to satisfy a cost reimbursement arrangement?		5
11 Does the provider have any obligation to the funding authority other than the delivery of the specified goods/services?		5
12 Does the provider operate in a noncompetitive environment?		5
13 Does the provider provide these or similar goods and/or services only to the funding agency?		5
14 Does the provide these or similar goods and/or services outside normal business operations?		5
TOTAL	0	70

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

FINANCIAL ASSISTANCE

PURCHASE SERVICE



Signature of Authorized Programmatic Individual



DATE



Signature of Authorized Administrative Individual



DATE

ATTACHMENT M

State Certification Contractor Certifications Required by North Carolina Law

Instructions

The person who signs this document should read the text of the statutes listed below and consult with counsel and other knowledgeable persons before signing.

- The text of Article 2 of Chapter 64 of the North Carolina General Statutes can be found online at: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- The text of G.S. 105-164.8(b) can be found online at: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- The text of G.S. 143-48.5 (S.L. 2013-418, s. 2.(d)) can be found online at: <http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf>
- The text of G.S. 143-59.1 can be found online at: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- The text of G.S. 143-59.2 can be found online at: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- The text of G.S. 147-33.95(g) (S.L. 2013-418, s. 2. (e)) can be found online at: <http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf>

Certifications

- (1) **Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g)**, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov
- Local government is specifically exempt from Article 2 of Chapter 64 of the North Carolina General Statutes. However, local government is subject to and must comply with North Carolina General Statute §153A-99.1., which states in part as follows:
- Counties Must Use E-Verify. - Each county shall register and participate in E-Verify to verify the work authorization of new employees hired to work in the United States.
- (2) **Pursuant to G.S. 143-59.1(b)**, the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
- (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**
- (b) [check **one** of the following boxes]
- Neither** the Contractor **nor** any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c) (2) after December 31, 2001; **or**
- The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.

- (3) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that **none** of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (4) The undersigned hereby certifies further that:
- (a) He or she is a duly authorized representative of the Contractor named below;
 - (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
 - (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

<u>Howard S. Bradshaw, PLLC</u>	
Contractor's Name	
<u>Alison Bradshaw</u>	<u>8/25/14</u>
Signature of Contractor's Authorized Agent	Date
<u>Alison Bradshaw</u>	<u>Partner</u>
Printed Name of Contractor's Authorized Agent	Title
<u>Angelene Powers</u>	<u>Legal Assistant</u>
Signature of Witness	Title
<u>Angelene Powers</u>	<u>8-25-14</u>
Printed Name of Witness	Date

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

SAMPSON COUNTY HEALTH DEPARTMENT

Wanda Robinson
Health Director



360 County Complex Road, Suite 200
Clinton NC 28328

MEMORANDUM

TO: Ed Causey, County Manager

FROM: Wanda Robinson, Health Director *WR*

SUBJECT: Office Space request for Children's Development Service Agency (CDSA)

DATE: August 22, 2014

Enclosed is the request for additional office space for the CDSA. At present, we are leasing one cubicle that is presently holding three people. We do feel that we can honor this request.

If you have any questions please feel free to contact me.



RECEIVED

AUG 15 2014

North Carolina Department of Health and Human Services
Division of Property & Construction SAMPSON COUNTY HEALTH DEPARTMENT

Pat McCrory, Governor

Aldona Z. Wos, M.D.
Ambassador (Ret.)
Secretary DHHS

Luke O. Hoff, P.E., Director

August 12, 2014

Sampson County Health Department
Attn: Ms. Tamra Jones
360 County Complex Road
Clinton, North Carolina 28328

Subject: DHHS Lease Agreement
Division of Public Health
Children's Developmental Services Agency
Clinton, North Carolina

Dear Ms. Jones:

Enclosed is a PO-28 form, which is needed to construct a new one (1) year lease agreement, for the three (3) cubicles located at 360 County Complex Road, Clinton. The state would welcome two (2), one (1) year renewal options, if you are inclined to propose them. Also, enclosed are the Children's Developmental Services Agency lease specifications for a non-advertised lease that need to be brought to your attention and signed. Please complete both of the enclosed documents and return them to my office for further handling.

If you have any questions or concerns, then please contact my office.

Regards,

David R. Krotoszynski,
DHHS Property Officer

Enclosure (2)

www.ncdhhs.nc.gov

Tel 919-855-4880 Fax 919-733-5711

Location: 2104 Umstead Drive, Ashby Building, Raleigh, N.C. 27603

Mail Address: 3026 Mail Service Center, Raleigh, N.C. 27699-3026

An Equal Opportunity / Affirmative Action Employer



THE STATE OF NORTH CAROLINA SHALL NOT BE RESPONSIBLE FOR ANY EXPENSES INCURRED BY THE PROPOSER IN THE PREPARATION OF THIS PROPOSAL. THE STATE RESERVES THE RIGHT TO REJECT ANY PROPOSAL FOR ANY REASON IT DEEMS WARRANTED. FAXED OR E-MAILED PROPOSALS ARE NOT ACCEPTABLE.

PROPOSAL TO LEASE TO THE STATE OF NORTH CAROLINA - PO-28

1. NAME OF LESSOR: Sampson County Health Department
 2. LESSOR'S AGENT: Ed Causey, Sampson County Manager

INDICATE EACH LESSOR'S BUSINESS CLASSIFICATION AS APPLICABLE: A. PROPRIETORSHIP B. PARTNERSHIP C. CORPORATION X D. GOVERNMENTAL E. NON-PROFIT F. *** (HUB) HISTORICALLY UNDERUTILIZED BUSINESSES G. OTHER: TAX I.D. #

MAILING ADDRESS: 360 County Complex Rd, Suite 200
 CITY: Clinton, N. C. ZIP: 28328
 PHONE#: 910-592-1131 FAX#: 910-299-4977
 E-MAIL: wrobinson@sampsonnc.com

3. SPACE LOCATION:(including building name, floors involved & suite or room numbers unless entire floor)
 Health and Human Services Building, 2nd floor

STREET ADDRESS CITY COUNTY ZIP CODE
 360 County Complex Rd Clinton, NC. Sampson 28328

4. ATTACH FLOOR PLAN TO SCALE SHOWING THE SIZE AND LAYOUT OF SPACE OFFERED)

5. GROSS SQUARE FOOTAGE BEFORE NET USAGE COMPUTED
 A. OFFICE 168 B. WAREHOUSE C. OTHER

6. All proposals must be submitted on the basis of net square footage as defined on reverse side of this sheet and in Specifications (PO-27)

A. DESIRED PROPOSAL (See PO-27 Items VI and XII-A)

TYPE OF SPACE	TOTAL NET SQ. FT.	ANNUAL RENTAL	ANNUAL RENT PER SQ. FT.	UTILITIES	JANITOR. SERVICES	WATER / SEWER	REQUIRED PARKING SPACES
OFFICE	168	\$3611.40	21.50	YES	YES	YES	6
WAREHOUSE							
OTHER							
TOTALS			XXXX	XXXX			XXXX

Lessor agrees to provide all parking spaces as set forth in the specifications (PO 27 Item VI –Parking)at no additional cost to the State. (Please clearly explain any variance in number, type or location in Comments or Additional Information below or on a separate, attached sheet).

Comments:

ERRORS BY PROPOSERS IN CALCULATING NET SQUARE FOOTAGE WILL REDUCE THE ANNUAL RENTAL WITHOUT CHANGING THE PROPOSED RATE PER SQUARE FOOT IN THE PROPOSAL

B. OPTIONAL ALTERNATE PROPOSAL NO. 1 (See PO-27 ITEMS VI AND XII-B)
 (FOR PROPOSALS NOT INCLUDING UTILITIES AND/OR JANITORIAL SERVICES)

TYPE OF SPACE	TOTAL NET SQ. FT.	ANNUAL RENTAL	ANNUAL RENT PER SQ. FT.	UTILITIES	JANITOR. SERVICES	WATER / SEWER	REQUIRED PARKING SPACES
OFFICE							
WAREHOUSE							
OTHER							
TOTALS			XXXX	XXXX			XXXX

Lessor agrees to provide all parking spaces as set forth in the specifications (PO 27 Item VI –Parking)at no additional cost to the State. (Please clearly explain any variance in number, type or location in Comments or Additional Information below or on a separate, attached sheet).

Comments:

7. LEASE TERM: 1 YEAR BEGINNING DATE: October 1st, 2014

8. RENEWAL OPTIONS, IF ANY: TERMS AND CONDITIONS:
 Lease may be terminated with a 60 day written notice by either party.

NOTE: RATES THAT INCLUDE INDETERMINABLE PERCENTAGE INCREASES, SUCH AS UNCAPPED CPI INCREASES ETC., ARE NOT ACCEPTABLE DURING EITHER THE INITIAL TERM OR ANY RENEWAL PERIOD(S)

The State of North Carolina supports the use of products and materials having recycled content in renovation and construction. The proposed building must have facilities for handling materials to be recycled such as plastics, aluminum, waste paper and cardboard.

THE PROPOSED BUILDING MUST BE COMPLETELY FREE OF ANY HAZARDOUS ASBESTOS OR HAZARDOUS LEAD PAINT THROUGHOUT THE STATE'S TENANCY.

Is the proposed building free of hazardous asbestos? YES X NO
 Is the proposed building free of hazardous lead paint? YES X NO

DEPARTMENT: CITY: DIVISION: SQUARE FEET: AGENT:

CUT-OFF FOR RECEIVING PROPOSALS IS 4:00 PM DATE:

LESSOR:

9. ADDITIONAL INFORMATION

10. Does this space comply with local and State Building safety and zoning codes specifically including OSHA provisions for the handicapped and applicable sections of the State Building Code Volumes I-V?

X YES NO PARTIALLY

EXPLAIN IF OTHER THAN "YES" IS CHECKED ABOVE:

11. This proposal is made in compliance with the specifications furnished by the Department of ... I realize that the State reserves the right to reject this proposal for any reason it deems warranted. This proposal is good until ... I ACKNOWLEDGE AND FURTHER AFFIRM THAT I am aware of and familiar with the Americans with Disabilities Act of 1990 (42 United States Code, Section 12101 et seq.) and if the above firm is awarded the contract, it will comply with the provisions of said Act.

I am aware that annual per square foot rental rate(s) which include indeterminable percentage increase(s) such as uncapped Consumer Price Index increases etc., are not acceptable during either the initial term or any renewal period(s):

***(HUB) HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) CONSIST OF MINORITY, WOMEN AND DISABLED BUSINESS FIRMS THAT ARE AT LEAST FIFTY-ONE PERCENT OWNED AND OPERATED BY AN INDIVIDUAL(S) OF THE AFOREMENTIONED CATEGORIES. ALSO INCLUDED IN THIS CATEGORY ARE DISABLED BUSINESS ENTERPRISES AND NON-PROFIT WORK CENTERS FOR THE BLIND AND SEVERELY DISABLED.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this proposal, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Ed Causey
Printed Name of Lessor

Signature of Lessor Date

MAILING /DELIVERY INSTRUCTIONS

To be considered this proposal must be received by the State Property Office prior to 4:00 PM on the cutoff. No faxed or e-mailed proposals will be accepted. PHONE: 919-807-4650
Delivery Address If Delivered In Person: Director, State Property Office, Room 4055, Administration Building, 116 West Jones Street, Raleigh, North Carolina
Mailing Address If Sent Through Mail Service: State Property Office, 1321 Mail Service Center, Raleigh, North Carolina 27699-1321

ENVELOPE SHOULD BE MARKED:

- (a) Lease proposal Enclosed
(b) Cutoff Date for Receiving Proposals
(c) Name of State Agency involved.

NOTE: Net square footage is a term meaning the area to be leased for occupancy by State Personnel and/or equipment. To determine net square footage:

- 1. Compute the inside area of the space by measuring from the normal inside finish of exterior walls or the roomside finish of fixed corridor and shaft walls, or the center of tenant separating partitions.
2. Deduct from the Inside area the following:
*a. Toilets and lounges
*b. Entrance and elevator lobbies
*c. Corridors
d. Stairwells
e. Elevators and escalator shafts
f. Building equipment and service areas
g. Stacks, shafts, and interior columns
h. Other space not usable for State purposes

*Deduct if space is not for exclusive use by the State. Multiple State leases require a, b, and c to be deducted. The State Property Office may make adjustments for areas deemed excessive for State use.

DEPARTMENT: DIVISION: Community Assistance/Energy
CITY: SQUARE FEET: AGENT:
CUT-OFF FOR RECEIVING PROPOSALS IS 4:00 PM DATE:

LEASE SPECIFICATIONS FOR NON-ADVERTISED LEASES

1. A floor plan to scale or one plan with room dimensions is required. Plan should show building exits for the proposed space.
2. Toilet facilities shall be handicapped accessible and code compliant.
3. Handicapped parking and easy building access is required.
4. Air conditioning and heating system shall be maintained by Lessor including frequent filter cleaning and replacement. Year round ventilation shall be provided to prevent stale air problems and unacceptable CO2 content. Waiting areas may require additional ventilation.
5. Telecommunication room temperature should be within a range of 65 degrees to a maximum of 72 degrees.
6. All lighting and electrical maintenance shall be furnished by Lessor including the replacement of ballasts, light tubes and replacement bulbs.
7. Lessor shall provide required fire extinguishers and servicing, pest control and outside trash disposal.
8. Lessor shall provide external sign that will provide easy identification of the office by the general public.
9. Locking hardware is required on all storage rooms, equipment rooms, file rooms, LAN room and doors between the waiting area and employees areas, where applicable.
10. Supply storage closets require shelving as agreed by both parties.
11. Restroom(s) in close proximity to the waiting areas require a baby changing table.
12. Lessor shall be responsible for snow removal as quickly as possible to avoid work delays
13. All parking areas shall be adequately lighted and located within a reasonable distance of the office.

Lessor is in agreement with the above conditions and the conditions of the also signed "Proposal to Lease to the State of North Carolina" Form PO-28.

Signature of Lessor

Date

SAMPSON COUNTY HEALTH DEPARTMENT

360 County Complex Rd.
Clinton, NC 28328

Wanda Robinson
Health Director

MEMORANDUM

TO: Jim Northrop
Children's Developmental Services Agency (CDSA)

FROM: Wanda Robinson, Health Director

DATE: May 29, 2014

SUBJECT: Office Space

Dear Mr. Northrop:

In reply to your request for office space we are recommending the below mentioned monthly charges for normal operating hours of 8:00 AM to 5:00 PM Monday thru Friday not including holidays. Available in each cubicle is a desk, task chair and visitor chair:

3 (8x7) 56 Sq Ft Cubicles	\$ 277.20
Copier Service	18.75 (avg 15 copies/wk)
Fax Service	<u>5.00</u>
Total	300.95 per month

Sampson County Health Department would not be responsible for any postage/mail and phone services.

Please let me know if you have any questions.

Sincerely,



Wanda Robinson,
Health Director

	Cubical 1	Cubical 2	Cubical 3	Total
(8 x 7) 56 Sq Ft Cubicle	1108.8	1108.8	1108.8	3326.4
Copier Service	225			225
Fax Service	60			60
Annual cost	1393.8	1108.8	1108.8	3611.4
Monthly cost	116.15	92.4	92.4	300.95
Cost/sq ft	19.8	19.8	19.8	

NOTICE OF DESTRUCTION OF RECORDS

SAMPSON COUNTY COUNTY RECORDS RETENTION AND DISPOSITION SCHEDULE COUNTY/DISTRICT HEALTH DEPARTMENTS

Item 4124. Personnel Records File
Disposition Instructions: Destroy 30 years after separation.
Effective Date: 9/7/2007

The records listed below have been held in the State Records Center for the time specified in your agency's retention and disposition schedule. If you AGREE, the records will be DESTROYED after 6/1/2014. By agreeing, you affirm that the records have been released by your agency from all audits, litigations, or other administrative action and may be destroyed as scheduled. If, for good and sufficient cause, some or all of the records should be held for any further time periods, please explain below.

In either case, immediately return this form with your agreement with or non-concurrence for this scheduled action. Because space is at a premium in the State Records Center, your prompt reply is appreciated. By the provisions of our recycling contract, no charge is associated with this destruction.

Notification provided by:


Signature of the Head of State Agency Services

6/11/2014

Date

AGREEMENT WITH DESTRUCTION:

Signature and Title of the Agency Representative

Date

NON-CONCURRENCE and explanation:

Signature and Title of the Agency Representative

Date

NOTICE OF DESTRUCTION OF RECORDS

Sampson County Health Dept., Item 4124 (Personnel Records File)

June 11, 2014

1	11/22/1988	1983 & Prior	BSA.27.A.303-307	12/1/2013	5 let	5.0
					Total =	5.0

16A 6/11/2014

Sampson County Department of Aging

Lorie Sutton
Director

Memorandum

Services

CAP/DA Program

TO: Susan Holder, Assistant County Manager

Family Caregiver

FROM: ^{LS} Lorie Sutton, Aging/Transportation Services Director

Nutrition Program

DATE: September 22, 2014

In-Home Aide Services

RE: FY 14-15 Home & Community Block Grant Budget – Revision

Information & Referral

Attached is a revision to the FY 14-15 Home and Community Block Grant budget. We received notice that our HCCBG funding was cut \$9,909.00. We took the entire amount from the Transportation units. This was the service that was being underutilized the most and we have grant funds through Sampson Area Transportation to cover our transportation needs.

Adult Day Health Care

I need the Finance Officer's signature and the Chairman's signature on the DOA-732. Please let me know if you have any questions or concerns.

Transportation

Thank you.

Home Repairs

/ls

Garland Senior Center

Attachment: DOA-732
County Budget Amendment

Butler Court Senior Center

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

lbsutton@sampsonnc.com
www.sampsonnc.com

NAME AND ADDRESS
 COMMUNITY SERVICE PROVIDER
 Sampson County Dept of Aging
 405 County Complex Rd, Suite 140
 Clinton, NC 28328

Home and Community Care Block Grant for Older Adults
County Funding Plan
Provider Services Summary

DOA-732 (Rev. 2/14)
 County Sampson
 July 1, 2014 through June 30, 2015
REVISION # 1 , DATE : 9-22-2014

Services	Ser. Delivery		A						E	F	G	H	I
	(Check One)		Block Grant Funding										
	Direct Purch.	Access	In-Home	Other	Total	Required Local Match	Net* Serv Cost	NSIP Subsidy					
Adult Day Health Care	X		75099		//////////	8344	83443	83443	2086	40.00	12		
In-Home Aide	X		102141		//////////	11349	113490	113490	7627	14.88	18		
Home Improvements	X		92000		//////////	10222	102222	102222			100		
Senior Center	X			35701	//////////	3967	39668	39668			125		
Transportation	X		23530		//////////	2614	26144	26144	3667	7.13	25		
Information & Assist	X		19042		//////////	2116	21158	21158			1200		
Congregate Meals	X			85798	//////////	9533	95331	17830	23773	4.01	1365		
Home Delivered Meals	X			124996	//////////	13888	138884	23890	31854	4.36	155		
N 43					//////////	0	0	0	0				
					//////////	0	0	0	0				
					//////////	0	0	0	0				
					//////////	0	0	0	0				
					//////////	0	0	0	0				
					//////////	0	0	0	0				
Total	//////////	//////////	269240	246495	558307	62033	620340	41720	69007	//////////	3000	0	

* Adult Day Care & Adult Day Health Care Net Service Cost

ADC	ADHC
	40.00
Net Ser. Cost Total	40.00

Certification of required minimum local match availability.
 Required local match will be expended simultaneously
 with Block Grant Funding.

Authorized Signature, Title	Date
Community Service Provider	
Signature, County Finance Officer	Date
Signature, Chairman, Board of Commissioners	Date

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

September 22, 2014

FROM: Lorie Sutton, Director of Aging/Transportation Services

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2014-2015

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>
02558800-596000	Nutrition - Transfer to Transportation		\$ 9,909.00

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02035880-403665	Nutrition - Mid-Carolina Transp Reimb		9,909.00

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

The reduction above is due to a budget cut in the HCCBG funding.



 (Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval. _____, 20____

(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval. _____, 20____

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

(County Manager & Budget Officer)

RESOLUTION SUPPORTING THE ATLANTIC COAST PIPELINE

WHEREAS, the Atlantic Coast Pipeline will bring new supplies of natural gas to North Carolina, helping Duke Energy Carolinas and Duke Energy Progress to further reduce their air emissions in the coming decades by allowing them to efficiently and responsibly meet growing power demand and replace coal power plants with cleaner-burning natural gas power plants; and

WHEREAS, the pipeline will improve the reliability and geographic diversity of natural gas supplies for North Carolina consumers and businesses by bringing natural gas to consumers from natural gas-rich regions that are currently not accessible to Duke Energy customers; and

WHEREAS, the pipeline enhances natural gas delivery capacity in eastern North Carolina through Piedmont Natural Gas' commitment to invest an additional \$190 million to expand its natural gas delivery network throughout the region; and

WHEREAS, the pipeline may provide additional energy from new, untapped natural gas reserves; and

WHEREAS, the pipeline route to be approved will provide a means of new energy with the least impact on the environment, cultural and historic resources while being overseen by the Federal Energy Regulatory Commission (FERC); and

WHEREAS, the pipeline is expected to help mitigate price increases in the fuel clause component of consumers' and businesses' power bills by increasing accessibility to natural gas supplies; and

WHEREAS, the pipeline's new supply of natural gas will serve as a powerful engine to drive economic development and job growth by helping eastern North Carolina and the state as a whole attract energy-dependent businesses and industries, many of which do not presently find it economically feasible to locate a business in North Carolina; and

WHEREAS, the pipeline will generate new tax revenues for local governments;

WHEREAS, the pipeline will promote American industrialization and prosperity while reducing our dependence on foreign energy; and

WHEREAS, the pipeline's capacity is expandable, which will allow increased supply as determined by market demand.

THEREFORE, IT IS HEREBY RESOLVED that the Board of Commissioners of the County of Sampson fully supports the Atlantic Coast Pipeline.

ADOPTED this 6th of October, 2014.

Susan J. Holder, Clerk to the Board

Jefferson B. Strickland, Chairman

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

6514

JIM JOHNSON
Tax Administrator

Telephone 910-592-8146
910-592-8147

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

Gentlemen:

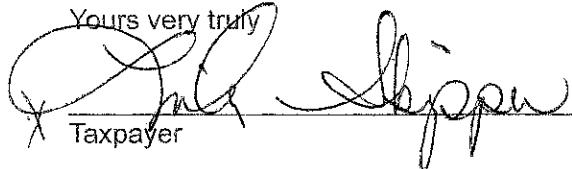
Pursuant to North Carolina G. S. 105-381, I hereby demand refund and remission of taxes assessed and collected by Sampson County against the property owned by Coastal Agrobusiness Inc in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	\$
2013	
TOTAL REFUND	\$ 180.98

These taxes were assessed through clerical error as follows.

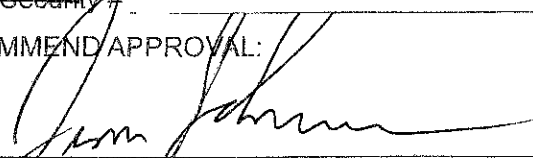
Sold / tag turned in
DA 6275
2010 Chev TR
#18825444

602	County Tax	106.82
501	School Tax	19.73
	Fire Tax	
702	City Tax	54.43
	TOTAL \$	180.98

Yours very truly

Taxpayer

Mailing Address.

Coastal Agrobusiness Inc.
1104 N. US 421 Hwy
Clinton, NC 28328

X Social Security # _____
RECOMMEND APPROVAL:

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

6481

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 John Williams Owens in Turkey Township, Sampson County, for the year(s) and in the amount(s) of.

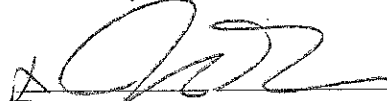
YEAR	
<u>2013</u>	\$ <u>122.74</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>122.74</u>

These taxes were assessed through clerical error as follows.

*2007 Ford
Vehicle Sold, Tag Turned In
Tag # UNCCU*

<i>Co2</i>	County Tax	<u>112.69</u>
	School Tax	_____
<i>F10</i>	Fire Tax	<u>10.05</u>
	City Tax	_____
	TOTAL \$	<u>122.74</u>

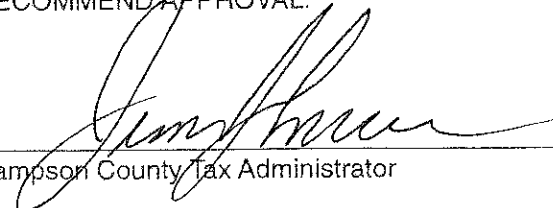
Yours very truly



Taxpayer

Social Security # _____

RECOMMEND APPROVAL:



Sampson County Tax Administrator

Mailing address.

*X John Williams Owens
X 310 New Hope Church Rd
Turkey, NC 28393*

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

6504

JIM JOHNSON
Tax Administrator

Telephone 910-592-8146
910-592-8147

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

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 Laguisha Simone Wilson in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	\$
2013	/
	/
	/
	/
	/
	/
TOTAL REFUND	\$ 117.50

These taxes were assessed through clerical error as follows.

#164 557 89
BJN3569
2008 Cadi
Reps/ tag turned in

602 County Tax	69.25
501 School Tax	12.81
Fire Tax	
702 City Tax	35.34
TOTAL \$	117.50

Yours very truly

Laguisha Simone Wilson
Taxpayer

Mailing Address.

Laguisha Simone Wilson
609 Pine St.
Clinton, NC 28328

X Social Security # _____

RECOMMEND APPROVAL

Jim Johnson
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

6451

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 William K. Thornton in Halls Township, Sampson County, for the year(s) and in the amount(s) of.

YEAR	
<u>2011</u>	\$ <u>292.46</u>
<u>2012</u>	\$ <u>292.46</u>
<u>2013</u>	\$ <u>292.46</u>
	\$ _____
	\$ _____
TOTAL REFUND	\$ <u>877.38</u>

These taxes were assessed through clerical error as follows.

DW DL on 04-1015600-05 +
LT 04-0112916-01 by Rental

County Tax 805.56
School Tax _____
Fire Tax 71.82
City Tax _____
TOTAL \$ 877.38

Yours very truly

William Keith Thornton
Taxpayer

Social Security # _____

RECOMMEND APPROVAL:

Jim Johnson
Sampson County Tax Administrator

Mailing address.

William K Thornton
575 Panhandle Rd
Faison NC
28341

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

6452

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 Gwendolyn Bowden in North Clinton Township, Sampson County, for the year(s) and in the amount(s) of. 12-0142230-01

YEAR	
<u>2011</u>	<u>\$ 327.14</u>
<u>2012</u>	<u>\$ 327.14</u>
	\$ _____
	\$ _____
	\$ _____
TOTAL REFUND	<u>\$ 654.28</u>

These taxes were assessed through clerical error as follows.

Doublewide was being double listed to 12-0758321-28 since 2011 when Reval. Added it to land parcel. Was a leasehold.

County Tax \$ 654.28
 School Tax _____
 Fire Tax _____
 City Tax _____
 TOTAL \$ 654.28

Yours very truly

x Gwendolyn Bowden
Taxpayer

Social Security # x _____

RECOMMEND APPROVAL:

[Signature]
Sampson County Tax Administrator

Mailing address.

x 253 Faison Hwy
Apt 13
Clinton N.C. 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

6429

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 Joe Roberson (dec'd) in South River Township, Sampson County, for the year(s) and in the amount(s) of. 16-0101820-02

YEAR	
<u>2009</u>	<u>\$ 621.75</u>
<u>2010</u>	<u>\$ 621.75</u>
<u>2011</u>	<u>\$ 678.70</u>
<u>2012</u>	<u>\$ 678.70</u>
<u>2013</u>	<u>\$ 678.70</u>
TOTAL REFUND	<u>\$ 3279.60</u>

These taxes were assessed through clerical error as follows.

LH Apartment building
Double listed to parcel
16-0861202-03.

County Tax	<u>\$ 3279.60</u>
School Tax	<u>—</u>
Fire Tax	<u>—</u>
City Tax	<u>—</u>
TOTAL	<u>\$ 3279.60</u>

Yours very truly

Clara S. Roberson
Taxpayer

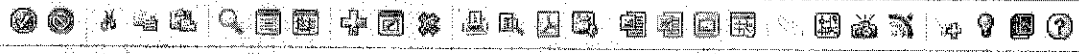
Social Security # _____

RECOMMEND APPROVAL:

Jim Johnson
Sampson County Tax Administrator

Mailing address.

4018 Garland Airport Rd.
Garland, N.C. 28441



- Chgs/Taxes
- Values
- Inquiry

Parcel Information

Year 2013 Bill 36073 Tax year(s) 2013

Parcel 16-0101820-02

Alt _____

Street _____ Unit _____

117A 0 OALH 5TH ST. & ODL

Juris: 16 Class: R1 Status: A

Subdiv: _____ Zone: _____ List: L

fam: 1 SIC: _____ Exempt: N

SF: 0 Bk/pg: _____

Acres: .000 Date: _____

Ownership Information

Name1: ROBINSON, JOE

Name2: _____

Owner SSI: _____ Add'l: _____

DBA: _____ Ow: _____

JAN 1 Owner: ROBINSON, JOE

Lender: _____ Acct: _____ Serv: _____

Legal Description: _____

117A 0 OALH 5TH ST. & ODLAM AVE

Assessment Values

	Prev year	This year
Land val		
Bldg val	86,458	86,458
Pers val		
Gross	86,458	86,458
Spec assmnt bal		.00
Curr land use		
Curr val exem		
Curr taxable		86,458

Taxes/Exemptions/Prelim Adjustments

Charge	Rate	Amount	Totals
G01	0.785000	678.70	Taxes
			Exempt/a
			Net taxes

Exemption	Date	Amount

Display charges and taxes for the current record.



Parcel Information

- Chgs/Taxes
- Values
- Inquiry

Year 2012 - Bill 35458 Tax year(s) 2012

Parcel 16-0101820-02

Alt _____

Street _____ Unit _____

117A 0 OALH 5TH ST. & ODL

Juris 16 Class R1 Status A

Subdiv _____ Zone _____ List L

fam 1 SIC _____ Exempt N

SF _____ 0 Bk/pg _____

Acres .000 Date _____

Ownership Information

Name1 ROBINSON, JOE

Name2 _____

Owner SSI _____ Add'l _____

DBA _____ Ow _____

JAN 1 Owner: ROBINSON, JOE

Lender _____ Acct _____ Serv _____

Legal Description

117A 0 OALH 5TH ST. & ODLAM AVE

Assessment Values

	Prev year	This year
Land val		
Bldg val	86,458	86,458
Pers val		
Gross	86,458	86,458
Spec assmnt bal		.00
Curr land use		
Curr val exem		
Curr taxable		86,458

Taxes/Exemptions/Prelim Adjustments

Charge	Rate	Amount	Totals
G01	0.785000	678.70	Taxes
			Exempt/a
			Net taxes

Exemption	Date	Amount

Display charges and taxes for the current record.



- Chgs/Taxes
- Values
- Inquiry

Parcel Information

Year 2011 Bill 35153 Tax year(s) 2011

Parcel 16-0101820-02

Alt _____

Street _____ Unit _____

117A 0 0ALH 5TH ST. & ODL

Juris 16 Class R1 Status A

Subdiv _____ Zone _____ List L

fam 1 SIC _____ Exempt N

SF _____ 0 Bk/pg _____

Acres .000 Date _____

Ownership Information

Name1 ROBINSON, JOE

Name2 _____

Owner SSI _____ Add'l _____

DBA _____ Ow _____

JAN 1 Owner: ROBINSON, JOE

Lender _____ Acct _____ Serv _____

Legal Description

117A 0 0ALH 5TH ST. & ODLAM AVE

Assessment Values

	Prev year	This year
Land val		
Bldg val	73,580	86,458
Pers val		
Gross	73,580	86,458
Spec assmnt bal		.00
Curr land use		
Curr val exem		
Curr taxable		86,458

Taxes/Exemptions/Prelim Adjustments

Charge	Rate	Amount	Totals
G01	0.785000	676.70	Taxes
			Exempt/a
			Net taxes

Exemption	Date	Amount

Display charges and taxes for the current record.



Parcel Information

- Chgs/Taxes
- Values
- Inquiry

Year 2010 Bill 41229 Tax year(s) 2010

Parcel 16-0101820-02

Alt _____

Street _____ Unit _____

117A 0 OALH 5TH ST. & ODL

Juris 16 Class R1 Status A

Subdiv _____ Zone _____ List L

fam 1 SIC _____ Exempt N

SF 0 Bk/pg _____

Acres .000 Date _____

Ownership Information

Name1 ROBINSON, JOE

Name2 _____

Owner SSI _____ Add'l _____

DBA _____ Ow _____

JAN 1 Owner: ROBINSON, JOE

Lender _____ Acct _____ Serv _____

Legal Description

117A 0 OALH 5TH ST. & ODLAM AVE

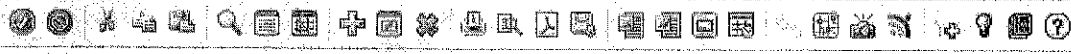
Assessment Values

	Prev year	This year
Land val		
Bldg val	73,580	73,580
Pers val		
Gross	73,580	73,580
Spec assmnt bal		.00
Curr land use		
Curr val exem		
Curr taxable		73,580

Taxes/Exemptions/Prelim Adjustments

Charge	Rate	Amount	Totals
G01	0.845000	621.75	Taxes
			Exempt/a
			Net taxes

Display charges and taxes for the current record.



- Chgs/Taxes
- Values
- Inquiry

Parcel Information

Year 2009 Bill 41047 Tax year(s) 2009

Parcel 16-0101820-02

Alt _____

Street _____ Unit _____

117A 0 OALH 5TH ST. & ODL

Juris	16	Class	R1	Status	A
Subdiv		Zone		List	L
# fam	1	SIC		Exempt	N
SF	0	Bk/pg	/		
Acres	.000	Date	08/04/2000		

Ownership Information

Name1 ROBINSON, JOE

Name2 _____

Owner SSI _____ Add'l _____

DBA _____ Ow _____

JAN 1 Owner: ROBINSON, JOE

Lender _____ Acct _____ Serv _____

Legal Description

117A 0 OALH 5TH ST. & ODLAN AVE

Assessment Values

	Prev year	This year
Land val		
Bldg val	73,580	73,580
Pers val		
Gross	73,580	73,580
Spec assmnt bal		.00
Curr land use		
Curr val exem		
Curr taxable		73,580

Taxes/Exemptions/Prelim Adjustments

Charge	Rate	Amount	Totals
G01	0.845000	621.75	Taxes
			Exempt/a
			Net taxes

Exemption	Date	Amount

Display charges and taxes for the current record.



Parcel Information

- Chgs/Taxes
- Values
- Inquiry

Year	2013	Bill	36094	Tax year(s)	2013
Parcel	16-0861202-03				
Alt	1387.05-19-4722				
Street	117A 0278A ODHAM AV & 5TH				
Juris	16	Class	R1	Status	A
Subdiv		Zone		List	L
# fam	1	SIC		Exempt	N
SF	0	Bk/pg	829/551		
Acres	.000	Date			

Ownership Information

Name1	ROBINSON, JOSEPH L.		
Name2			
Owner SSI		Add'l	
DBA		Ow	
JAN 1 Owner: ROBINSON, JOSEPH L.			
Lender	Acct	Serv	

Legal Description

117A 0278A ODHAM AV & 5TH ST

Assessment Values

	Prev year	This year
Land val	5,000	5,000
Bldg val	48,555	48,555
Pers val		
Gross	53,555	53,555
Spec assmnt bal		.00
Curr land use		
Curr val exem		
Curr taxable		53,555

Taxes/Exemptions/Prelim Adjustments

Charge	Rate	Amount	Totals
C04	0.720000	385.60	Taxes
G01	0.785000	420.41	Exempt/a
			Net taxes

Display charges and taxes for the current record.



Parcel Information

Year 2012 Bill 35479 Tax year(s) 2012
 Parcel 16-0861202-03
 Alt 1387.05-19-4722
 Street Unit
 117A 0278A ODHAM AV & 5TH
 Juris 16 Class R1 Status A
 Subdiv Zone List L
 # fam 1 SIC Exempt N
 SF 0 Bk/pg 829/551
 Acres .000 Date

Ownership Information

Name1 ROBINSON, JOSEPH L.
 Name2
 Owner SSI Add'l
 DBA Ow
 JAN 1 Owner: ROBINSON, JOSEPH L.
 Lender Acct Serv

Legal Description

117A 0278A ODHAM AV & 5TH ST

Assessment Values

	Prev year	This year
Land val	5,000	5,000
Bldg val	48,555	48,555
Pers val		
Gross	53,555	53,555
Spec assmnt bal		.00
Curr land use		
Curr val exem		
Curr taxable		53,555

Taxes/Exemptions/Prelim Adjustments

Charge	Rate	Amount	Totals
C04	0.720000	385.60	Taxes
G01	0.785000	420.41	Exempt/a
			Net taxes

Display charges and taxes for the current record.



Parcel Information

- Chgs/Taxes
- Values
- Inquiry

Year	2011 Bill			35173	Tax year(s)	2011
Parcel	16-0861202-03					
Alt	1387.05-19-4722					
Street	117A 0278A ODHAM AV & 5TH			Unit		
Juris	16	Class	R1	Status	A	
Subdiv	Zone			List	L	
# fam	1	SIC		Exempt	N	
SF	0		Bk/pg	829/551		
Acres	.000		Date			

Ownership Information

Name1	ROBINSON, JOSEPH L.		
Name2			
Owner SSI		Add'l	
DBA		Ow	
JAN 1 Owner: ROBINSON, JOSEPH L.			
Lender	Acct	Serv	

Legal Description

I17A 0278A ODHAM AV & 5TH ST

Assessment Values

	Prev year	This year
Land val	4,000	5,000
Bldg val	52,901	48,555
Pers val		
Gross	56,901	53,555
Spec assmnt bal		.00
Curr land use		
Curr val exem		
Curr taxable		53,555

Taxes/Exemptions/Prelim Adjustments

Charge	Rate	Amount	Totals
G01	0.785000	420.41	Taxes
			Exempt/a
			Net taxes

Exemption	Date	Amount

Display charges and taxes for the current record.



- Chgs/Taxes
- Values
- Inquiry

Parcel Information

Year 2010 Bill 41240 Tax year(s) 2010

Parcel 16-0861202-03

Alt 1387.05-19-4722

Street _____ Unit _____

I17A 0278A ODHAM AV & 5TH

Juris 16 Class R1 Status A

Subdiv _____ Zone _____ List L

fam 1 SIC _____ Exempt N

SF 0 Bk/pg 829/551

Acres .000 Date _____

Ownership Information

Name1 ROBINSON, JOSEPH L.

Name2 _____

Owner SSI _____ Add'l _____

DBA _____ Ow _____

JAN 1 Owner: ROBINSON, JOSEPH L.

Lender _____ Acct _____ Serv _____

Legal Description _____

I17A 0278A ODHAM AV & 5TH ST

Assessment Values

	Prev year	This year
Land val	4,000	4,000
Bldg val	52,901	52,901
Pers val		
Gross	56,901	56,901
Spec assmnt bal		.00
Curr land use		
Curr val exem		
Curr taxable		56,901

Taxes/Exemptions/Prelim Adjustments

Charge	Rate	Amount	Totals
G01	0.845000	480.81	Taxes
			Exempt/a
			Net taxes

Exemption	Date	Amount

Display charges and taxes for the current record.



- Chgs/Taxes
- Values
- Inquiry

Parcel Information

Year 2009 Bill 41058 Tax year(s) 2009

Parcel 16-0961202-03

Alt 1387.05-19-4722

Street _____ Unit _____

117A 0278A ODHAM AV & 5TH

Juris 16 Class R1 Status A

Subdiv _____ Zone _____ List L

fam 1 SIC _____ Exempt N

SF 0 Bk/pg 829/551

Acres .000 Date _____

Ownership Information

Name1 ROBINSON, JOSEPH L.

Name2 _____

Owner SSI _____ Add'l _____

DBA _____ Ow _____

JAN 1 Owner: ROBINSON, JOSEPH L.

Lender _____ Acct _____ Serv _____

Legal Description

117A 0278A ODHAM AV & 5TH ST

Assessment Values

	Prev year	This year
Land val	4,000	<u>4,000</u>
Bldg val	52,901	<u>52,901</u>
Pers val		
Gross	56,901	56,901
Spec asmnt bal		.00
Curr land use		
Curr val exem		
Curr taxable		56,901

Taxes/Exemptions/Prelim Adjustments

Charge	Rate	Amount	Totals
G01	0.845000	480.81	Taxes
			Exempt/a
			Net taxes

Exemption	Date	Amount

Display charges and taxes for the current record.

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

6404

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 Roger Allen Jr and Christine A. Labor in Honeycutt Township, Sampson County, for the year(s) and in the amount(s) of.

DW DL on land-06-0338600-03 + LIT 06-0160902-01

YEAR	
<u>2013</u>	\$ <u>386.16</u>
<u>2012</u>	\$ <u>386.16</u>
<u>2011</u>	\$ <u>386.16</u>
	\$ _____
	\$ _____
TOTAL REFUND	\$ <u>1,158.48</u>

These taxes were assessed through clerical error as follows.

DW Double Listed To:
06033860003 + 06016090201
by Reval in 2011

County Tax 1,158.48
 School Tax _____
 Fire Tax _____
 City Tax _____
 TOTAL \$ 1,158.48

Yours very truly

✓ Roger A. Labor Jr.
Taxpayer

✓ Social Security # _____

RECOMMEND APPROVAL:

Glenn Spell
Sampson County Tax Administrator

Mailing address.

✓ 1358 Fann School Road
✓ Salemberg NC 28385
✓ _____



- Chgs/Taxes
- Values
- Inquiry

Parcel Information

Year 2011 Bill 23762 Tax year(s) 2011

Parcel 06-0338600-03

Alt 1448-#081

Street Unit

1358 FANN SCHOOL RD

Juris 06 Class AG Status A

Subdiv Zone List L

fam 3 SIC Exempt N

SF 87120 Bk/pg 1335/6

Acres 2.000 Date 08/12/1999

Ownership Information

Name1 LABOR, ROGER ALLEN JR

Name2 LABOR, CHRISTINE A

Owner SSI 072408337 Add'l

DBA Ow

JAN 1 Owner: LABOR, ROGER ALLEN JR

Lender Acct Serv

Legal Description

F8 0 35E SR 1329

Assessment Values

	Prev year	This year
Land val	9,844	17,055
Bldg val		43,890
Pers val		
Gross	9,844	60,945
Spec assmnt bal		.00
Curr land use		
Curr val exem		
Curr taxable		60,945

Taxes/Exemptions/Prelim Adjustments

Charge	Rate	Amount	Totals
F16	0.100000	60.95	Taxes
S02	0.000000	0.00	Exempt/a
G01	0.785000	478.42	Net taxes
Exemption	Date	Amount	

Display charges and taxes for the current record.



- Chgs/Taxes
- Values
- Inquiry

Parcel Information

Year: 2012 Bill 23992 Tax year(s): 2012

Parcel: 06-0338600-03

Alt: 1448-#081

Street: 1358 FANN SCHOOL RD Unit:

Juris: 06 Class: AG Status: A

Subdiv: Zone List: L

fam: 3 SIC Exempt: N

SF: 87120 Bk/pg: 1335/6

Acres: 2.000 Date: 08/12/1999

Ownership Information

Name1: LABOR, ROGER ALLEN JR

Name2: LABOR, CHRISTINE A

Owner SSI: 072408337 Add'l:

DBA: Ow

JAN 1 Owner: LABOR, ROGER ALLEN JR

Lender: Acct: Serv

Legal Description

F8 0 35E SR 1329

Assessment Values

	Prev year	This year
Land val	17,055	17,055
Bldg val	43,890	43,890
Pers val		
Gross	60,945	60,945
Spec assmnt bal		.00
Curr land use		
Curr val exem		
Curr taxable		60,945

Taxes/Exemptions/Prelim Adjustments

Charge	Rate	Amount	Totals
F16	0.100000	60.95	Taxes
S02	0.000000	0.00	Exempt/a
G01	0.785000	478.42	Net taxes
Exemption	Date	Amount	

Display charges and taxes for the current record.



- Chgs/Taxes
- Values
- Inquiry

Parcel Information

Year	2013 Bill	24509	Tax year(s)	2013	
Parcel	06-0338600-03				
Alt	1448-#081				
Street	1358 FANN SCHOOL RD				
Juris	06	Class	AG	Status	A
Subdiv		Zone		List	L
# fam	3	SIC		Exempt	N
SF	87120	Bk/pg	1335/6		
Acres	2.000	Date	08/12/1999		

Ownership Information

Name1	LABOR, ROGER ALLEN JR		
Name2	LABOR, CHRISTINE A		
Owner SSI	072408337	Add'l	
DBA		Ow	
JAN 1 Owner: LABOR, ROGER ALLEN JR			
Lender	Acct	Serv	
Legal Description			
P8 0 35E SR 1329			

Assessment Values

	Prev year	This year
Land val	17,055	17,055
Bldg val	43,890	43,890
Pers val		
Gross	60,945	60,945
Spec assmnt bal		.00
Curr land use		
Curr val exem		
Curr taxable		60,945

Taxes/Exemptions/Prelim Adjustments

Charge	Rate	Amount	Totals
F16	0.100000	60.95	Taxes
G01	0.785000	478.42	Exempt/a
			Net taxes

Exemption	Date	Amount

Display charges and taxes for the current record.



Chgs/Taxes

Values

Inquiry

Parcel Information

Year 2011 Bill 23761 Tax year(s) 2011

Parcel 06-0160902-01

Alt 1448

Street _____ Unit _____

0 LH

Juris 06 Class R1 Status A

Subdiv _____ Zone _____ List L

fam 3 SIC _____ Exempt N

SF 0 Bk/pg /

Acres .000 Date _____

Ownership Information

Name1 LABOR, ROGER ALLEN JR

Name2 LABOR, CHRISTINE A

Owner SSI 072408337 Add'l _____

DBA _____ Dw _____

JAN 1 Owner: LABOR, ROGER ALLEN JR

Lender _____ Acct _____ Serv _____

Legal Description:

0 LH

Assessment Values

	Prev year	This year
Land val		
Bldg val	49,192	49,192
Pers val		
Gross	49,192	49,192
Spec assmnt bal		.00
Curr land use		
Curr val exem		
Curr taxable		49,192

Taxes/Exemptions/Prelim Adjustments

Charge	Rate	Amount	Totals
S02	0.000000	0.00	Taxes
G01	0.785000	386.16	Exempt/a
			Net taxes

Exemption	Date	Amount

Display charges and taxes for the current record.



Chgs/Taxes

Values

Inquiry

Parcel Information

Year 2012 Bill 23991 Tax year(s) 2012

Parcel 06-0160902-01

Alt 1448

Street _____ Unit _____

0 LH

Juris 06 Class R1 Status A

Subdiv _____ Zone _____ List L

fam 3 SIC _____ Exempt N

SF 0 Bk/pg /

Acres .000 Date _____

Ownership Information

Name1 LABOR, ROGER ALLEN JR

Name2 LABOR, CHRISTINE A

Owner SSI 072408337 Add'l _____

DBA _____ Ow _____

JAN 1 Owner: LABOR, ROGER ALLEN JR

Lender _____ Acct _____ Serv _____

Legal Description

0 LH

Assessment Values

	Prev year	This year
Land val		
Bldg val	49,192	49,192
Pers val		
Gross	49,192	49,192
Spec assmnt bal		.00
Curr land use		
Curr val exem		
Curr taxable		49,192

Taxes/Exemptions/Prelim Adjustments

Charge	Rate	Amount	Totals
S02	0.000000	0.00	Taxes
G01	0.785000	386.16	Exempt/a
			Net taxes

Display charges and taxes for the current record.



Parcel Information

Year: 2013 Bill: 24508 Tax year(s): 2013

Parcel: 06-0160902-01

Alt: 1448

Street: _____ Unit: _____

0 LH

Juris: 06 Class: R1 Status: A

Subdiv: _____ Zone: _____ List: L

fam: 3 SIC: _____ Exempt: N

SF: 0 Bk/pg: /

Acres: .000 Date: _____

Ownership Information

Name1: LABOR, ROGER ALLEN JR

Name2: LABOR, CHRISTINE A

Owner SSI: 072408337 Add'l: _____

DBA: _____ Ow: _____

JAN 1 Owner: LABOR, ROGER ALLEN JR

Lender: _____ Acct: _____ Serv: _____

Legal Description

0 LH

Assessment Values

	Prev year	This year
Land val		
Bldg val	49,192	49,192
Pers val		
Gross	49,192	49,192
Spec assmt bal		.00
Curr land use		
Curr val exem		
Curr taxable		49,192

Taxes/Exemptions/Prelim Adjustments

Charge	Rate	Amount	Totals
G01	0.785000	386.16	Taxes
			Exempt/a
			Net taxes

Exemption	Date	Amount

Display charges and taxes for the current record.

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

6456

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 K+T Family Farm LLC in Honeycutt Township, Sampson County, for the year(s) and in the amount(s) of. 06-0047280-04 + 06-0943040-08

YEAR		Paid within Discount
<u>2014</u>	\$ <u>304.83</u>	<u>298.73</u>
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
TOTAL REFUND	\$ <u>304.83</u>	<u>298.73</u>

These taxes were assessed through clerical error as follows.

Land use was not factored in during billing process.

USE Value Code Dropped during Billing Process

County Tax	<u>276.51</u>	<u>270.98</u>
School Tax	_____	_____
Herring Fire Tax	<u>28.32</u>	<u>27.75</u>
City Tax	_____	_____
TOTAL \$	<u>304.83</u>	<u>298.73</u>

Yours very truly

X Teresa Fann
Taxpayer

Social Security

RECOMMEND APPROVAL:

[Signature]
Sampson County Tax Administrator

Mailing address.

K+T Family Farms LLC
1293 Tyndall Bridge Rd
Salemberg, NC 28385

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

6455

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 Ronald David Worley in Dismal Township, Sampson County, for the year(s) and in the amount(s) of. 02-1147440-08

YEAR		Paid within Discount
<u>2014</u>	\$ <u>335.82</u>	<u>329.10</u>
	\$ _____	_____
	\$ _____	_____
	\$ _____	_____
	\$ _____	_____
TOTAL REFUND	\$ <u>335.82</u>	<u>329.10</u>

These taxes were assessed through clerical error as follows.

Land use was not factored in during billing process
use value code dropped during Billing Process

County Tax	<u>302.97</u>	<u>296.91</u>
School Tax	_____	_____
<i>Clement</i> Fire Tax	<u>32.85</u>	<u>32.19</u>
City Tax	_____	_____
TOTAL \$	<u>335.82</u>	<u>329.10</u>

Yours very truly

Ronald David Worley
Taxpayer

Social Security # _____

RECOMMEND APPROVAL:

Glenn Spell
Sampson County Tax Administrator

Mailing address.

Ronald David Worley
14517 Indigo Lakes Cir
Naples, FL 34119

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

6458

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 Sandra Pope Ward in Little Cobarie Township, Sampson County, for the year(s) and in the amount(s) of. 08-0815760-10

YEAR		Paid during Discount
<u>2014</u>	\$ <u>144.82</u>	<u>141.92</u>
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
TOTAL REFUND	\$ <u>144.82</u>	<u>141.92</u>

These taxes were assessed through clerical error as follows.

Land use was not factored in during billing process.
use value code dropped during Billing Process

County Tax	<u>144.82</u>	<u>141.92</u>
School Tax	_____	_____
Fire Tax	_____	_____
City Tax	_____	_____
TOTAL \$	<u>144.82</u>	<u>141.92</u>

Yours very truly

X Sandra P Ward
Taxpayer

Mailing address:
Sandra Pope Ward
244 Concord School Rd
Clinton, NC 28328

Social Security .. _____

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

6464

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 Joe Britt Warren in Newton Grove Township, Sampson County, for the year(s) and in the amount(s) of. 11-0867080-01

YEAR	
<u>2014</u>	\$ <u>651.41</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>651.41</u>

*FE Value Code
Ripped During
Billing Process*

These taxes were assessed through clerical error as follows.

Land use was not factored in with billing process

PLEASE MAKE Check to:
JBW FARMS
Thanks

County Tax	<u>604.10</u>
School Tax	_____
<u>Newton Grove</u> Fire Tax	<u>47.31</u>
City Tax	_____
TOTAL \$	<u>651.41</u>

Yours very truly

Joe B. Warren Jr.
Taxpayer

Mailing address.

Joe Britt Warren
P.O. Box 68
Newton Grove, NC 28366

Social Security # _____

RECOMMEND APPROVAL:

[Signature]
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

6465

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 Guy Richard Beretich Sr in North Clinton Township, Sampson County, for the year(s) and in the amount(s) of. 12-0080760-07

YEAR	
<u>2014</u>	\$ <u>604.47</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>604.47</u>

These taxes were assessed through clerical error as follows.

Land use was not factored in with billing process

USE value Code dropped during Billing Process

County Tax	<u>468.88</u>
Clinton School Tax	<u>81.92</u>
Clinton Fire Tax	<u>53.67</u>
City Tax	_____
TOTAL \$	<u>604.47</u>

Yours very truly

X Guy R Beretich by Florence Doolley
Taxpayer

POA
Mailing address.

Guy Richard Beretich Sr.
10508 Sydelle Dr
N Chesterfield, Va 23235

Social Security #

RECOMMEND APPROVAL:


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

6457

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 Edna T. Underwood (Deceased) in Honeycutt Township, Sampson County, for the year(s) and in the amount(s) of. 06-1040240-12 + 06-1040240-13

YEAR		Paid within Discount
<u>2014</u>	\$ <u>311.46</u>	<u>305.23</u>
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
TOTAL REFUND	\$ <u>311.46</u>	<u>305.23</u>

These taxes were assessed through clerical error as follows.

*Land use was not factored in during billing process
USE value code dropped
during Billing Process*

County Tax	<u>277.97</u>	<u>272.41</u>
School Tax	_____	_____
Fire Tax	<u>33.49</u>	<u>32.82</u>
City Tax	_____	_____
TOTAL \$	<u>311.46</u>	<u>305.23</u>

Yours very truly

X Judith U. Watts, Trustee
Taxpayer

Social Security # _____

RECOMMEND APPROVAL:

Glenn Spell
Sampson County Tax Administrator

Mailing address.

Edna T. Underwood Trust
1030 Old Salemburg Rd
Salemburg, NC 28385

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

6459

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 Gary Dixon Porter + Brenda K. Porter in Mingo Township, Sampson County, for the year(s) and in the amount(s) of. 10-0123600-05

YEAR		Paid during Discount
<u>2014</u>	\$ <u>432.44</u>	<u>423.79</u>
	\$ _____	
	\$ _____	
	\$ _____	
	\$ _____	
TOTAL REFUND	\$ <u>432.44</u>	<u>423.79</u>

These taxes were assessed through clerical error as follows.

Land use was not factored in during billing process.

USE Value Code Dropped during Billing Process

Spirey's Corner

County Tax	<u>385.94</u>	<u>378.22</u>
School Tax	_____	_____
Fire Tax	<u>46.50</u>	<u>45.57</u>
City Tax	_____	_____
TOTAL \$	<u>432.44</u>	<u>423.79</u>

Yours very truly

Glenn Spell
Taxpayer

Social Security # _____

RECOMMEND APPROVAL:

Glenn Spell
Sampson County Tax Administrator

Mailing address.

Gary Dixon + Brenda K. Porter
126 Norcross LN
Mooreville, NC 28117-8891

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

6462

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 Luther Donald Starling Jr.
in North Clinton Township, Sampson County, for the year(s) and in the amount(s) of. 12-1029280-12

YEAR		Paid in Discount
<u>2014</u>	\$ <u>462.11</u>	<u>452.87</u>
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
TOTAL REFUND	\$ <u>462.11</u>	<u>452.87</u>

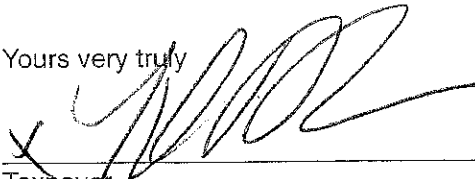
These taxes were assessed through clerical error as follows.

Land use was not factored during billing process
USE Value Code dropped during Billing Process

County Tax	<u>426.16</u>	<u>417.64</u>
School Tax	_____	_____
Fire Tax	<u>35.95</u>	<u>35.23</u>
City Tax	_____	_____
TOTAL \$	<u>462.11</u>	<u>452.87</u>

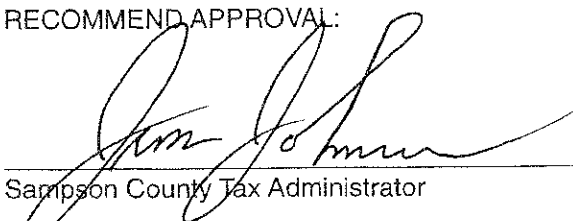
Halls

Yours very truly


Taxpayer

Social Security # _____

RECOMMEND APPROVAL:


Sampson County Tax Administrator

Mailing address.

Luther Donald Starling Jr
104 East Arrowhead Dr
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

6453

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 Betty Jo S. Smith in Dismal Township, Sampson County, for the year(s) and in the amount(s) of. 02-0929680-12 + 02-0929680-13

YEAR	\$	Actually paid w/ 2% discount
<u>2014</u>	<u>555.99</u>	<u>544.87</u>
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
TOTAL REFUND	\$ <u>555.99</u>	<u>544.87</u>

These taxes were assessed through clerical error as follows.

Land use was not factored in during billing process.

*WVE Value Code
Dropped during Billing
Process*

Clement (F-20)

County Tax	<u>501.60</u>	<u>491.57</u>
School Tax	_____	_____
Fire Tax	<u>54.39</u>	<u>53.30</u>
City Tax	_____	_____
TOTAL \$	<u>555.99</u>	<u>544.87</u>

Yours very truly

X Betty Jo S. Smith
Taxpayer

Social Security #

RECOMMEND APPROVAL:

Glenn Spell
Sampson County Tax Administrator

Mailing address.

Betty Jo S. Smith
520 Vista Drive
Fayetteville, NC 28305

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

6440

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 Edna Elizabeth M. Lancaster in Newton Grove Township, Sampson County, for the year(s) and in the amount(s) of. 11-0157854-01

YEAR	AMOUNT
<u>2014</u>	\$ <u>897.79</u>
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
TOTAL REFUND	\$ <u>897.79</u>

These taxes were assessed through clerical error as follows.

Billed without Land Use.

USE VALUE CODE
Dropped during Billing
Process

County Tax 854.91
 School Tax _____
 Fire Tax 42.88
 City Tax L
 TOTAL \$ 897.79

Yours very truly

Edna Lancaster
Taxpayer

Social Security #

RECOMMEND APPROVAL

Glenn Spell
Sampson County Tax Administrator

Mailing address.

Edna Lancaster
4501 Dean Dr,
Wilmington, N.C. 28405

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

September 23, 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 2014-2015

1. It is requested that the budget for the SFR 14 Program be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
29549420-519049	SFR14 Administration	35,000.00	
29549420-562004	SFR14 Rehabilitation	135,000.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
29034942-403614	NC Housing Finance Grant	170,000.00	

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

To budget funds for the Single Family Rehabilitation Program previously accepted by Board.
 The above allocation will fund rehabilitation of the first 3 homes.



 (Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____ yes _____, 2014



 (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**

August 28, 2014

MEMO:

FROM: Sarah W. Bradshaw

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2014-2015

1. It is requested that the budget for the Child Advocacy Center Department be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
14553400-512100	^{5126 10} _{PT} Salaries - part-time	19,600.00	
14553400-518100	Fica	1,220.00	
14553400-518120	Medicare	285.00	
14553400-519905	⁰⁰ Child Advocate Services	12,000.00	
14553400-523904	⁵¹⁹³⁰⁰ Child Medical Exams	11,395.00	
14553400-526100	Office Supplies	900.00	
14553400-531100	Travel	700.00	
14553400-539500	Training	500.00	
14553400-549100	Dues & Subscriptions	400.00	
14553400-551000	Office Furniture & Equipment	12,000.00	
<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
14535340-403608	State - CAC Grant	46,000.00	
14535340- 404106	Local - Donations	13,000.00	

2. Reason(s) for the above request is/are as follows: To set up initial budget for the Child Advocacy Center for fiscal year 2014-2015.



(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval. 

9/23, 2014

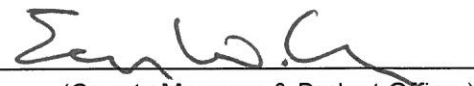


(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval. 

, 20__



(County Manager & Budget Officer)

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

Amended 9/15/14

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

September 5, 2014

FROM: SAMPSON COUNTY HEALTH DEPARTMENT

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2014-2015

1. It is requested that the budget for the CHILD SERVICES COORDINATION Department be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12551680-544000	DEPARTMENT SUPPLIES EQUIPMENT	40,500.00	
42029300-391689	391689 CHILD SERVICES TXIX FUND BAL		40,500.00

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12535168-404097	FUND BALANCE APPROP TXIX	40,500.00	

12535168-4

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

TO MOVE EXCESS FUNDS TO PAY ADDITIONAL CONTRACTED SERVICES NEEDED FOR PROGRAM

Wanda Rehman

(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

9/23

, 20 *14*

[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

Date: September 8, 2014

MEMO:

FROM: Cooperative Extension
 TO: Sampson County Board of Commissioners
 VIA: County Manager & Finance Officer
 SUBJECT: Budget Amendment for Fiscal Year 2014-2015

1. It is requested that the budget for the CES-Senior Health Insurance Info Prog (SHIIP) be amended as follows:

EXPENDITURE

CODE NUMBER	DESCRIPTION (Object of Expenditure)	<u>INCREASE</u>	<u>DECREASE</u>
04549580-512600	Part-Time Salaries		1,400.00
04549580-518100	FICA		87.00
04549580-518120	Medicare FICA		21.00
04549580-526200	Departmental Supplies		1,132.00
04549580-529900	Miscellaneous Expenses		100.00
04549580-531100	Travel		100.00
04549580-532100	Telephone & Postage		50.00

REVENUE

CODE NUMBER	SOURCE OF REVENUE	<u>INCREASE</u>	<u>DECREASE</u>
04034958-404088	SHIIP Revenue (State of NC-Dept of Insurance)		2,890.00

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

To budget funding from the 2014-2015 NC Dept of Insurance, Division of SHIIP Contract.

Eileen A. Coite

Eileen A. Coite, County Extension Director

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____ 9/23 , 20 14

Paul All

(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20_____

Sam W. C.

(County Manager & Budget Officer)

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

07/09

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

Date: September 8, 2014

MEMO:

FROM: Cooperative Extension
 TO: Sampson County Board of Commissioners
 VIA: County Manager & Finance Officer
 SUBJECT: Budget Amendment for Fiscal Year 2014-2015

1. It is requested that the budget for the CES-Senior Health Insurance Info Prog (SHIIP) be amended as follows:

EXPENDITURE

<u>CODE NUMBER</u>	<u>DESCRIPTION (Object of Expenditure)</u>	<u>INCREASE</u>	<u>DECREASE</u>
04549580-512600	Part-Time Salaries	2,020.00	
04549580-518100	FICA	126.00	
04549580-518120	Medicare FICA	30.00	
04549580-526200	Departmental Supplies	820.00	
04549580-529900	Miscellaneous Expenses	100.00	
04549580-531100	Travel	100.00	
04549580-532100	Telephone & Postage	50.00	

REVENUE

<u>CODE NUMBER</u>	<u>SOURCE OF REVENUE</u>	<u>INCREASE</u>	<u>DECREASE</u>
04034958-404088	SHIIP Revenue (State of NC-Dept of Insurance)	3,246.00	

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

To correct budget due to the 2014-2015 NC Dept of Insurance, Division of SHIIP Contract funding being increased from \$2,890 to \$3,246.

Eileen A. Coite

Eileen A. Coite, County Extension Director

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

9/23, 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.)

This Contract and its attachments shall be completed and returned to the Agency within 45 days of receiving the electronic document in order for the Agency to process the award and provide funds to the Grantee. The Grantee shall provide the agency with progress reports and a final report detailing the Grantee's use of State funds.

This Contract is entered into by and between the North Carolina Department of Insurance, Division of SHIIP, hereinafter referred to as the "Agency", and County of Sampson - Sampson County Cooperative Extension located in Sampson county, hereinafter referred to as the "Grantee", referred to collectively as the "Parties".

1. **Contract Documents:** This Contract shall consist of the following documents, incorporated herein by reference:

- (1) This Contract;
- (2) General Terms and Conditions for Public Sector Contracts (Attachment A)
- (3) Statement of Work (Attachment B)
- (4) Line Item Budget and Budget Narrative (Attachment C)
- (5) Certifications Regarding, Drug-Free Work-Place; Lobbying; and Debarment, Suspension and Other Responsibility Matters (Attachment D)

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

2. **Precedence Among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

3. **Effective Period:** This Contract is effective 7/1/2014 and terminates on 6/30/2015.

4. **Grantee's Duties:** The Grantee shall provide the services as described in Attachment B with the terms of this Contract and in accordance with the approved budget in Attachment C. The Grantee shall maintain and make available all records, papers, vouchers, books, correspondence or other documentation or evidence at reasonable times for review, inspection or audit by duly authorized officials of the Agency, the North Carolina State Auditor, or applicable federal agencies. Upon termination of contract as a SHIIP Coordinating Site, any equipment or property less than five (5) years old purchased by grantee with grant funds to perform SHIIP functions shall be returned to the Agency in good working order. The Grantee shall submit to the Agency all plans, reports, documents or other products that the Agency may require, in the form specified by the Agency, including at the least following:

- A) A final budget report of expenses incurred during the contract period date;
- B) A mid-year report of the contracted activities of the Grantee due by January 31, 2015;
- C) A final comprehensive report within sixty (60) days of the project end date; due on or before August 31, 2015.

5. **Agency's Duties:** The Agency shall reimburse the Grantee for the costs of services and activities described in Attachment B and in accordance with the approved budget in Attachment C. The Agency shall monitor the Grantee for compliance with the terms of this Contract; and shall specify all reports and other deliverables required from the Grantee.

The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents. The total amount paid by the Agency to the Grantee under this Contract shall not exceed \$3,246.00. This amount consists of \$3,246.00; CFDA # 93.779.

a. There are no matching requirements from the Grantee.

b. The Grantee's matching requirement is \$ _____, which shall consist of:

In-kind

Cash

Cash and In-kind

Cash and/or In-kind

The contributions from the Grantee shall be source from non-federal funds.

The total contract amount is \$3,246.00.

6. **Conflict of Interest Policy:** The Agency has determined that this Contract is not subject to NCGS 14-C-6-22 & 23.
7. **Reversion of Unexpended Funds:** Any unexpended grant funds shall revert to the Agency upon termination of this Contract.
8. **Grants:** The Grantee has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Grantee to comply with the terms and conditions set forth in this Contract.
9. **Payment Provisions:** As provided in NCGS 143C-21 this Contract is an annual appropriation of \$100,000 or less to or for the use of a non-profit corporation and payment shall be made in a single annual payment.
10. **Contract Administrators:** All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, address, telephone number and fax number of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, address, telephone number and fax number of its Contract Administrator by giving timely written notice to the other Party.

For the Agency:

R. Van Braxton, Deputy Commissioner
SHIIP Division
11 South Boylan Avenue
Raleigh, NC 27603
919-807-6900
919-807-6901

For the Grantee:

Kim Reid
Sampson County Cooperative Extension
55 Agriculture Place, Clinton NC 28328
Phone 910-592-7161
Fax

11. **Supplementation of Expenditures of Public Funds:** The Grantee assures that funds received under this Contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds the Grantee otherwise expends for SHIIP services and related programs. Funds received under this Contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Grantee's total expenditure of other public funds for such services.
12. **Disbursements:** As a condition of this Contract, the Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:
 - a. Implement adequate internal controls over disbursements;
 - b. Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment;
 - Payment due date;
 - Adequacy of documentation supporting payment; and

- Legality of disbursement;
 - c. Assure adequate control of signature stamps/plates;
 - d. Assure adequate control of negotiable instruments; and
 - e. Implement procedures to ensure that the account balance is solvent and reconcile the account monthly.
13. **Outsourcing:** The Grantee certifies that it has identified to the Agency all jobs related to the Contract that have been outsourced to other countries, if any. Grantee further agrees that it will not outsource any such jobs during the term of this Contract without providing notice to the Agency.
14. **Executive Order # 24:** NCGS 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.
15. **Audit:** The Agency reserves the right to conduct an audit through the NCSMP Program Director.
16. **Federal Certifications:** The Grantee agrees to execute the following federal certifications that are attached to this agreement (applicable when receiving federal funds).
- A. Certification Regarding Lobbying.
 - B. Certification Regarding Department.
 - C. Certification Regarding Drug-Free Workplace Requirements.


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

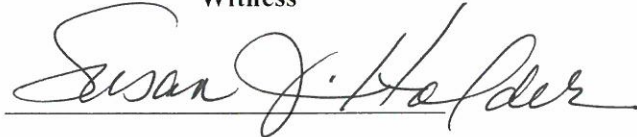
In witness whereof, the Grantee and the Agency have executed this Agreement with one original, which is retained by Agency.

County of Sampson -
Sampson County Cooperative Extension

Witness

BY:


Edwin W. Causey
Printed Name



Susan J. Holdee
Printed Name

DATE: 9-17-14

Division of SHIIP,

BY: _____
R. Van Braxton
Deputy Commissioner

BY: _____
Carla Obiol
Senior Deputy Commissioner

DATE: _____

DATE: _____

Contract is not executed until last signature is obtained.

The Agency and the Grantee agree and understand that this contract is considered executed on the latest date of either the last signature on this agreement or the date of Department of Insurance's procurement electronic approval.

[*TBL 7-17-2014*] Format reviewed & approved by Controller's Office

Attachment A
General Terms and Conditions

DEFINITIONS

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

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

funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are subgranted to other organizations. Pursuant to NCGS 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.

- (17) "Subgrantee" has the meaning in NCGS 143C-6-23(a)(3): a non-State entity that receives a grant of State funds from a grantee or from another subgrantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.
- (18) "Unit of Local Government" has the meaning in NCGS 143C-1-1(d)(29): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by NCGS 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

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

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

Subgrantees: The Grantee has the responsibility to ensure that all subgrantees, if any, provide all

information necessary to permit the Grantee to comply with the standards set forth in this Contract.

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

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

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

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

Indemnity

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

Default and Termination

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

Termination Without Cause: The Agency may terminate this contract without cause by giving 60 days written notice to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Agency, become its property and the Contractor shall be

entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made.

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

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

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

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

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

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the Agency

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

Executive Order # 24: "By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who have a contract with a governmental agency; or have performed under such a contract within the past year; or anticipate bidding on such a contract in the future.

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

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24."

Intellectual Property Rights

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

Compliance with Applicable Laws

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

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

Confidentiality

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

Oversight

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

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

Miscellaneous

Choice of Law: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this

Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

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

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

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

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

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

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

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

Sales/Use Tax Refunds: If eligible, the Grantee and all subgrantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to NCGS 105-164.14; and (b) exclude all refundable sales

and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

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

Attachment B
For the period 7/1/2014 – 6/30/2015

Statement of Work

Grantee: County of Sampson - Sampson County Cooperative Extension

This statement should be a short summary describing what the Grantee does and how the Grantee will use these funds. The terms of the contract between the SHIIP office and the agencies require local programs meet these goals for SFY2015. The uses of these funds are not limited to but **MUST** include the following activities:

- 1) Conduct a minimum of seven (7) dedicated enrollment events (counseling clinics)--one (1) must be dedicated to the disability population--during the period 10/15/2014 through 12/7/2014 and conduct bi-weekly counseling clinics during the period 1/1/2015 through 2/14/2015;
- 2) Coordinate a county volunteer recognition event during the grant period;
- 3) Attend the SHIIP Coordinators' Training Conference July 17 & 18, 2014; this is mandatory for all coordinators; all new coordinators are required to attend a special training at 8 am on July 17th;
- 4) Submit Client Counseling (CC) Contact and Public & Media (PAM) Outreach (NPR) forms by the 15th of the month following the counseling session or event through the SHIIPtalk website or mail completed paper forms to the SHIIP office in Raleigh;
- 5) Each SHIIP coordinating site must reach out to 50% of the county's total population for activity events (PAM) and report in SHIIPtalk;
- 6) Each SHIIP coordinating site must counsel 5% of their county's Medicare population (CC) and report in SHIIPtalk;
- 7) Represent SHIIP at a minimum of 2 healthfair/senior fair/special events utilizing local certified SHIIP counselors;
- 8) Conduct a minimum of two (2) presentations - at least one (1) New to Medicare or Medicare 101 presentation to the general public and one (1) Medicare Education presentation to a disability group or potential LIS group in your county; and
- 9) Participate in 75% of the monthly coordinator conference calls conducted from August 2014 through June 2015.

SCOPE OF WORK:
(Maximum 2 pages)

Attachment B

Agency: County of Sampson-NC Cooperative Extension, Sampson Center

The NC Cooperative Extension is an educational approach outreach dimension of North Carolina State University. Its mission is to help people put knowledge to work for economic prosperity, environmental stewardship and an improved quality of life.

The North Carolina Cooperative Extension will use the funds to support:

The grant money will go towards office supplies such as toner, ink, paper, notebooks, calendars, pens, paper, advertisement, and hiring part time staff to assist the SHIIP coordinator during open enrollment and throughout the year.

I plan to provide a Medicare Education presentation to a disability group or potential LIS group and a Medicare 101 Workshop during the spring of 2015.

I plan to submit articles in the paper to promote the SHIIP program. Also, I plan to attend health fairs and visit different agencies to promote the SHIIP program.

I have already attended our required SHIIP Coordinator's conference in July.

I will participate in the monthly coordinator conference calls.

I plan to recognize our SHIIP volunteers during our annual Advisory meeting.

I will submit monthly contacts in a timely manner.

I will counsel clients throughout the year by making appointments and accepting walk-ins. I will also partner with Walgreen's to conduct Medicare counseling sessions during open enrollment.

Attachment C
For the period 7/1/2014 – 6/30/2015

Line Item Budget and Budget Narrative

Provide a budget and short narrative on the use of the funding amount reflected on the contract. Please provide details of all expenses including routine charges. These expenditures may include telephone, postage, salary, equipment purchases, internet services etc. Upon termination of contract as a SHIP Coordinating Site, any equipment or property less than five (5) years old purchased by grantee with grant funds to perform SHIP functions shall be returned to the Agency in good working order.

All budgets must be approved by the Agency.

Grantee Name: County of Sampson - Sampson County Cooperative Extension

Grantee Name: County of Sampson - Sampson County Cooperative Extension	
Budget	Amount
Contractual	500.00
Construction	
Supplies	
Equipment	1246.00
Other	
Travel	
Personnel	1500.00
Fringe	
Total	3,246.00

Narrative:

Attachment D
Certifications Regarding, Drug-Free Work-Place; Lobbying; and
Debarment, Suspension and Other Responsibility Matters

1. Drug-Free Work-Place

The undersigned (authorized official) certifies that it will provide a drug-free workplace in accordance with the Drug-Free Work-Place Act of 1988, 45 CFR Part 76, subpart F. The certification set out below is a material representation of fact upon which reliance will be placed when awarding the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspensions or termination of grants or government wide suspension or debarment.

The grantee certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an on-going drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a); above;
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to Agency on whose grant activity the convicted employee was working.
- Notices shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), above, with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

The grantee certifies that, as a condition of the grant, it will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity with the grant.

2. Lobbying

Title 31 of the United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who request or received a Federal grants or cooperative agreement must disclose lobbying undertaking with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part93).

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

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, any 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 grant, loan or cooperative agreement;

(b) 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 of Lobbying Activities," in accordance with its instructions;

(c) 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, contracts 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.

3. Debarment, Suspension and Other Responsibility Matters

NOTE: In accordance with 45 CFR Part 76, amended June 26, 1995, any debarment, suspension, proposed debarment or other government wide exclusion initiated under the Federal Acquisition Regulation (FAR) on or after August 25, 1995, shall be recognized by and effective for Executive Branch agencies and participants as an exclusion under 45 CFR Part 76.

(a) Primary Covered Transactions

The undersigned (authorized official) certifies to the best of his or her knowledge and belief, that the applicant, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

(1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(2) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed under the assurances page in the application package.

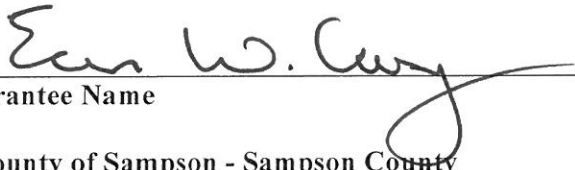
(b) Lower Tier Covered Transactions

The applicant agrees by submitting this proposal that it will include, without modification, **the following clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion -- Lower Tier Covered Transaction"** (Appendix B to 45 CFR Part 76) in all lower tier covered transactions (i.e., transactions with subgrantees and/or contractors) and in all solicitations for lower tier covered transactions:

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

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

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

Signature of Authorized Certifying Official 	Title
Grantee Name County of Sampson - Sampson County Cooperative Extension	Date Submitted

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

September 23, 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 2014-2015

1. It is requested that the budget for the County Schools Capital Outlay be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11659140-555030	Category 1 capital outlay	125,116.00	
11659140-555031	Category 2 capital outlay	1,016.00	
11659140-555032	Category 3 capital outlay	6,610.00	
19959140-582096	Transfer to general fund	132,742.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11035914-409612	Transfer frm school cap reserve	132,742.00	
19932320-409900	Fund balance appropriated	132,742.00	

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

To reallocate unspent prior year capital outlay funds per request of County School Board.



 (Signature of Department Head)

ENDORSEMENT


1. Forwarded, recommending approval/disapproval.

_____, 2014


 (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**

September 23, 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 2014-2015

1. It is requested that the budget for the County Schools Capital Outlay Department be amended as follow

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11659140-555030	Category 1 capital outlay	581,400.00	
11659140-555031	Category 2 capital outlay	52,000.00	
11659140-555032	Category 3 capital outlay	34,000.00	
11659140-550000	Unallocated capital outlay		667,400.00

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
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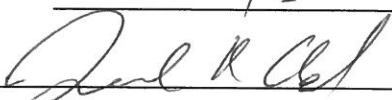
2. Reason(s) for the above request is/are as follows:
 To allocate capital outlay funds per schools request.



 (Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 9/23, 2014


 (County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____


 (County Manager & Budget Officer)

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

Capital Outlay Budget for 2014-2015

Specified:

Clement Elementary - Drainage Improvements	\$	667,400.00
Hargrove - Classroom furniture (1)	\$	5,000.00
Hargrove - Storage Building	\$	3,500.00
Hobpton Elementary - HVAC replacement	\$	8,700.00
Hobpton Elementary - Intercom replacement	\$	3,000.00
Hobpton Middle - Security upgrade	TBD - District	10,000.00
Hobpton High - Kithchen upgrade/repairs	\$	5,000.00
Hobpton High - Storage lockers for bandroom	\$	12,000.00
Hobpton High - Refurbish old fieldhouse	\$	5,000.00
Lakewood High - Intercom replacement	\$	16,000.00
Lakewood High - Wireless control repair	\$	6,000.00
Lakewood High - Bathroom ADA compliance upgrades	\$	25,000.00
Lakewood High - Carpet in media center	\$	12,000.00
Midway Elementary - Install ceramic tile restroom	\$	5,800.00
Midway Elementary - Sand trap replacement	\$	25,000.00
Midway Middle - Drainage/entry ramp expansions	\$	3,500.00
Midway Middle - Classroom furniture (1)	\$	3,500.00
Midway High - Gym partition	\$	17,000.00
Plain View Elementary - Security upgrade	TBD - District	
Plain View Elementary - Replace playground equipment	\$	15,000.00
Roseboro Elementary - Additional fencing	\$	5,000.00
Roseboro Middle - Bathroom & dressing room remodel	\$	10,000.00
Roseboro Middle - HVAC replacement	\$	32,500.00
Salemburg Elementary - Security upgrades	TBD - District	

Salemburg Elementary - Mobile unit move/install		\$12,000
Union Elementary - Security upgrades	TBD - District	
Union Elementary - Convert maint to bathroom	\$	2,500.00
Union Elementary - HVAC replacement	\$	18,000.00
Union Elementary - Replace playground equipment	\$	15,000.00
Union Intermediate - Security upgrade	TBD - District	
Union Intermediate - Interior gym ceiling improvement	\$	5,000.00
Union Middle - Additional/repair bleachers	\$	5,600.00
Union Middle - Intercom replacement	\$	16,000.00
Union Middle - HVAC replacement	\$	22,000.00
Union High - Replace auditorium lighting	\$	9,000.00
Union High - Softball ticket booth	\$	8,000.00
The Learning Center - HVAC gym	\$	28,000.00
Transportation - Replace activity buses (4)	\$	-
Custodial Equipment	\$	5,000.00
Central Office - Interior work area update	\$	7,500.00
Total Specified:	\$	<u>382,100.00</u>
	\$	285,300.00
<u>District wide:</u>		
Security Upgrades	\$	73,300.00
Furniture/Blinds	\$	10,000.00
Fire/Safety Systems	\$	20,000.00
Potable Water/Waste Water Systems	\$	15,000.00
HVAC	\$	20,000.00
Mobile Unit Maintenance/Upgrades	\$	15,000.00

Roofing/Parking Maint	\$	15,000.00
Painting	\$	50,000.00
Vehicles	\$	34,000.00
Campus Improvements	\$	30,000.00
Asbestos	\$	3,000.00
Total District:	\$	285,300.00

Total Capital Outlay Budget: \$ 667,400.00

Passed by the majority vote of the Board of Education of Sampson County on the 25th Day of August 2014

Dorinda Indlar

Chair, Board of Education

E.C.
Secretary, Board of Education

We, the Board of County Commissioners of Sampson County hereby approve the Capital Outlay Budget for Sampson County Schools as indicated above and have Made entry of this budget on the minutes of said Board, this the ____ day of August 2014

Chairman, Board of Commissioners

County Manager

Approved ___ Disapproved ___

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 5

Meeting Date: October 6, 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 of Appreciation from Sampson County History Museum Board of Directors
- b. Notice of Receipt of Grant Funding of \$186,000 for Upgrade of VIPER Mobile Tower
- c. Sampson Soil & Water - 2014 Annual Report



August 19, 2014

Dear Ed and the Sampson County Commissioners,

On behalf of the Sampson County History Museum Board of Directors, thank you again for the partnership and continued financial assistance for the museum. The museum would not be able to operate without the County's support.

We greatly appreciate your financial support as we continue to maintain, grow, and market the museum. As the museum grows, we hope the County of Sampson and area businesses will also see the added benefit of additional visitors each year.

Again, we thank you for your constant support of the Sampson County History Museum and we look forward to the continued partnership to spur growth for the museum and the County of Sampson. Thank you for your dedication to the County and all that each of you do.

Thank you,

Ronnie Jackson, 2014 President
Sampson County History Museum



North Carolina Department of Public Safety

Emergency Management

Pat McCrory, Governor
Frank L. Perry, Secretary

Michael A. Sprayberry, Director

GRANT AWARD

Subgrantee: Sampson County
Project Title(s): VIPER
Grant Period: 9/1/14—2/28/16
Total Amount of Award: \$186000

Date of Award: September 1, 2014
Grant No.: EMW-2014-SS-00069-S01

The North Carolina Division Emergency Management- Planning and Homeland Security Section is pleased to inform you that your investment justification for VIPER under the State Homeland Security Grant Program Federal Fiscal Year 2014 has been approved for funding.

Attached is a Memorandum of Agreement (MOA) detailing the award amount and project implementation requirements. Please sign the MOA as indicated on the last page and return all documents to **Callion Maddox** via:

US Postal Service; Certified Mail

North Carolina Emergency Management
Planning & Homeland Security Section
CT Bowers Building
4238 Mail Service Center Raleigh, NC 227699-4238

Commercial Package Carrier

North Carolina Emergency Management
Planning & Homeland Security Section
CT Bowers Building
4105 Reedy Creek Rd. Raleigh, NC 27607

Payment of Funds: The grant shall be effective upon final approval by North Carolina Emergency Management of the grant budget and program narrative and the execution of the accompanying Memorandum of Agreement. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

Conditions: The subgrantee shall understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. Subgrantee shall also certify the understanding and agreement to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information is correct; that there has been appropriate coordination with affected agencies; that subgrantee is duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the subgrantee; and that all agencies involved with this project understand that federal funds are limited to a maximum 18-month period. Subgrantee must read and sign Memorandum of Agreement for acceptance of the award.

Supplantation: The Act requires that subgrantees confirm that subgrant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, the subgrantee will certify that the receipt

MAILING ADDRESS

4236 Mail Service Center
Raleigh NC 27699-4236
www.readync.org
www.ncdps.gov



An Equal Opportunity employer

OFFICE LOCATION

1636 Gold Star Drive
Raleigh, NC 27607-3371
Telephone: (919) 825-2500
Fax: (919) 825-2685

of federal funds through North Carolina Emergency Management shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

Grant award notice: this award is subject to the grant special conditions and final approval by the Department of Public Safety, North Carolina Emergency Management grant program budget and narrative.

If you have any questions or need further assistance please contact Meghan Brown at (919)825-2549 or Meghan.brown@ncdps.gov.

Sincerely,



Callion L. Maddox
Homeland Security Grants Branch Manager

MS/EW/MD/MB

Enclosure

MAILING ADDRESS
4236 Mail Service Center
Raleigh NC 27699-4236
www.readync.org
www.ncdps.gov
Fax: (919) 825-2685



OFFICE LOCATION
1636 Gold Star Drive
Raleigh, NC 27607-3371

Telephone: (919) 825-2500

An Equal Opportunity employer

MOA#: 1441
Tax #: 30-0712287
Fund Code: 1502-7A17-35H1
MOA Amount: \$ 186,000
CFDA #: 97.067

MEMORANDUM OF UNDERSTANDING/AGREEMENT

BETWEEN

THE STATE OF NORTH CAROLINA,

DEPARTMENT OF PUBLIC SAFETY, NORTH CAROLINA EMERGENCY
MANAGEMENT

THE N.C. HIGHWAY PATROL

AND

THE COUNTY OF SAMPSON

REGARDING STATE USE OF HOMELAND SECURITY
GRANT FUNDING ON BEHALF OF THE COUNTY OF
SAMPSON

EMW-2014-SS-00069-S01

- I. **PARTIES.** The parties to this Memorandum of Understanding/Agreement (hereinafter referred to as "MOA" or "Agreement") are the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, the North Carolina Highway Patrol and Sampson County.
- II. **AUTHORITY.** This Agreement is authorized under the provisions of: 1) Public Law 112-74, The Department of Homeland Security Appropriations Act, 2014 (Pub. L. No. 113-76); The 9/11 Commission Act of 2007; 3) Public Law 107-56, (6 U.S.C. § 101 et seq.), the USA Patriot Act of 2001; 4) Public Law 107-296, the Homeland Security Act of 2002; 5) Public Law 109-295, The Post-Katrina Emergency Management Reform Act of 2006, 6 U.S.C. 752(c); 6) the implementing recommendations or regulations of each Act or Law, if any; 7) the U.S. Department of Homeland Security, FY 2014 Homeland Security Grant Program (HSGP) Funding Opportunity Announcement (FOA) available at: http://www.fema.gov/media-library-data/1395161200285-5b07ed0456056217175fbdee28d2b06e/FY_2014_HSGP_FOA_Final.pdf FOA Number DHS-14-GPD-067-000-01; 9) applicable Grants Programs Directorate (GPD) Information Bulletins available at <http://www.fema.gov/grants/grant-programs-directorate-information-bulletins> and 11) the N.C. Emergency Management Act, Chapter 166A of the North Carolina General Statutes.
- III. **PURPOSE.** The purpose of this Agreement is to establish responsibilities and procedures to implement the terms of the U.S. Department of Homeland Security (DHS) FY 2014 Homeland Security Grant Program (HSGP). A copy of the complete

federal grant instructions is available at: http://www.fema.gov/media-library-data/1395161200285-5b07ed0456056217175fbdee28d2b06e/FY_2014_HSGP_FOA_Final.pdf .

This Agreement is to set forth terms by which the State of North Carolina, Department of Public Safety, North Carolina Emergency Management (Grantee), shall provide FY 2014 Homeland Security Grant Funding to Sampson County (Sub-Grantee) to purchase Interoperable Communications Equipment that will enable NCSHP to prevent, protect against, respond to, mitigate, and recover from potential acts of terrorism and other hazardous or catastrophic events.

IV. BACKGROUND. The Department of Homeland Security (DHS), through the Federal Emergency Management Agency (FEMA) Grants Program Directorate, in accordance with the authorities listed herein, created the FY2014 Homeland Security Grant Program, FOA Number DHS-14-GPD- 067-000-01. This program was established to implement objectives addressed in a series of post-9/11 laws, strategy documents, plans, and presidential policy directives, including Presidential Policy Directive-8 (PPD-8) and the National Preparedness Goal (NPG), copies of which are available at: <http://www.fema.gov/learn-about-presidential-policy-directive-8> .

The State of North Carolina, Department of Public Safety North Carolina Emergency Management, as the designated State Administrative Agency (SAA) to administer funds under the U.S. Department of Homeland Security, FEMA Grants Program, and Sampson County have the common purpose to prevent, deter, respond to, and recover from threats and incidents of terrorism and ensure the safety and security of our homeland.

On September 1, 2014, the United States Department of Homeland Security issued grant number 2014-SS-00069-S01 to the State of North Carolina, Department of Public Safety, North Carolina Emergency Management (Grantee). Grantee is mandated to allocate at least 80% of the total amount of the grant to local units of government or combinations of local units, and may retain some or all of the local units' allocation of grant funds for expenditures made by the State on behalf of the local units of government, provided that the local units of government give written consent specifying the amount of funds to be retained and the intended use of funds, and provided that the parties enter into a memorandum of understanding.

The N.C. State Highway Patrol (NCSHP) is the agency responsible for creating the infrastructure and managing the Voice Interoperability Plan for Emergency Responders (VIPER). Sampson County (Sub-grantee) desires for NCSHP to purchase interoperable communications equipment on its behalf, with its allocation of One Hundred Eighty-six Thousand Dollars (\$186,000.00) in HSGP funds.

The Grantee and NCSHP enter into an arrangement by which the Grantee will provide Federal reimbursement funding to the NCSHP for the purchase of Interoperable Communications Equipment.

V. RESPONSIBILITIES.

a. The State of North Carolina, Department of Public Safety, North Carolina Emergency Management shall:

- (1) Purposes of planning, training, exercise or equipment on the Attachment 1, on behalf and for the benefit of Sampson County.
- (2) Conduct periodic monitoring visits to the NCSHP to maintain grant compliance.
- (3) The performance period for the award to the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, ends on February 28, 2016. Funds allocated for the procurement of equipment must be encumbered and invoices dated on or prior to February 28, 2016.
- (4) Reserves the right to de-obligate any remaining award funds after this agreement's expiration date, or before the expiration date of this agreement should the sub-grantee violate the terms of this agreement or should it become apparent that the sub-grantee will not be able to expend the funds prior to the expiration date of this agreement. Before taking action, the Grantee will provide the Sub-grantee reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.

b. The North Carolina State Highway Patrol shall:

- (1) Expend FY 2014 Homeland Security Grant Program funds in accordance with the applicable FY 2014 Homeland Security Grant Program (HSGP) Funding Opportunity Announcement (FOA), the Grant Application Package, and the Grant Award and Special Conditions documents, incorporated by reference herein, of this MOA for the purchase of Interoperable Communications Equipment and the enhancement of all hazard preparedness.
- (2) Utilize State of North Carolina and/or local procurement policies and procedures for the purposes of planning, training, exercise or equipment. (See Attachment A for scope of work incorporated by reference herein) and conform to applicable State and Federal law and the standards identified in the Procurement Standards Sections of 44 Code of Federal Regulations (CFR) Part 13 and 2 CFR Part 215. NCSHP must follow procurement procedures and policies as outlined in the applicable FY 2014 Homeland Security Grant Program (HSGP) Funding Opportunity Announcement (FOA) and the USDHS Financial Management Guide. NCSHP shall comply with all applicable laws, regulations and program guidance. NCSHP must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements. Administrative and procurement

practices must conform to applicable federal requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below, codified in the following guidance: 44 CFR Part 13; 2 CFR 215; 2 CFR Parts 225, 220, and 230 (formerly OMB Circulars A-87, A21 and A-122); Federal Acquisition Regulations (FAR), Part 31.2; and OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations"; 28 CFR Part 23 "Criminal Intelligence Systems Operating Policies"; 49 CFR Part 1520 "Sensitive Security Information"; Public Law 107-296, The Critical Infrastructure Act of 2002; Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et. seq.; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et. seq; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; The Age Discrimination Act of 1975, as amended, 20 U.S.C. 6101 et. seq.; Certifications and Assurances regarding Lobbying 31 U.S.C. 1352, Drug-Free Workplace Act, as amended, 41 U.S.C. 701 et. seq. and Certification Regarding Drug-Free Workplace Requirements, Debarment and Suspension Executive Orders 12549 and 12689 and 44 CFR Part 17 and Certification Regarding Debarment, Suspension and Other Responsibility Matters; Assurances as listed in SF 424B and SF 424D; and Grant Award and Special Conditions documents.

- (3) Submit invoice(s) requesting reimbursement for item(s) received to the NCEM Homeland Security grants manager. Grantee will reimburse NCSHP for eligible costs as outlined in the applicable USDHS Program Guidelines and Funding Opportunity Announcements. NCSHP must take possession of all purchased equipment and receive any grant-eligible service prior to seeking reimbursement from the grantee. **Subgrantee must submit request for reimbursement within 60 days of payment of invoice.**
- (4) Complete the procurement (s) process not later than February 28, 2016.
- (5) Provide quarterly progress reports to the NCEM Homeland Security grants manager as described in Attachment 2 by the following dates: 15 January, 15 April, 15 July, and 15 October.
- (6) Provide inventory list at project completion phase to the Homeland Security grants manager listing all equipment purchased through the grant.
- (7) Comply with the applicable federal statutes, regulations, policies, guidelines and requirements, reporting requirements and certifications as outlined in the applicable 2014 Homeland Security Grant Program (HSGP) Funding Opportunity Announcement (FOA) and the USDHS Financial Management Guide and Special Conditions documents and FEMA Grant Programs Directorate Information Bulletins. As required in the FY 2014 Homeland Security Grant Program (HSGP) Funding Opportunity Announcement (FOA) and FEMA Grant Programs Directorate Information Bulletin No. 388 dated July 18, 2012, NCSHP must report all grant-funded equipment that supports defined resource typed capabilities and all training that supports a defined resource typed team using the fields in the FY 2014 Grant-Funded Typed Resource Report. The link to this instrument and a completed example of this report as well as all options available in the drop-down boxes can be found

on Attachment 3 of this document. This reporting will include both NIMS typed resources and State and local typed resources. The description and listing of NIMS typed resources can be found at:

www.fema.gov/media-library/assets/documents/28973?id=6432

NCSHP will specify the number of resources, capability supported, whether it is a NIMS or State/local typed resource, the cost, and whether the resource sustains current capabilities or adds new capabilities. The resources should be reported only after equipment is delivered or after training has occurred and the corresponding grant funds have been expended. The NCSHP will include this Typed Resource Report with each cost report submitted for reimbursement.

- (8) Maintain grant management filing system as required in Attachment 4.
- (9) Retain all original records pertinent to this MOA for a period of five years following the date of the closure of the grant award, or audit if required, or longer where required by law. However, if litigation, claim or audit has been initiated prior to the expiration of the five-year period and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- (10) Comply with current federal suspension and debarment regulations pursuant to OMB Circular A-133 which states in pertinent part that “[e]ffective November 26, 2003, when a non-federal entity enters into a covered transaction with an entity at a lower tier, the non-federal entity must verify that the entity is not suspended or debarred or otherwise excluded. NCSHP shall be responsible to ensure that it has checked the federal Excluded Parties List System (EPLS) to verify that contractors or sub-recipients have not been suspended or debarred from doing business with the federal government.”
- (11) Ensure that FY 2014 HSGP funds are not used to support the hiring of any personnel for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities.
- (12) Non-supplanting Requirement. Federal grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose.
- (13) All materials publicizing or resulting from award activities shall contain this acknowledgement: *“This project was supported by a Federal award from the U.S. Department of Homeland Security, Office of Grants and Training and the North Carolina Department of Public Safety, North Carolina Emergency Management.”*

Use of the federal program logo must be approved by DHS. Printed as a legend, either below or beside the logo shall be the words *“100 percent Funded by U.S. Department of Homeland Security.”*

- (14) NCSHP shall order, receive, inspect, and stage the equipment and supplies. The purchase or acquisition of any additional materials, equipment,

accessories or supplies beyond those identified in this MOA shall be the sole responsibility of NCSHP and shall not be reimbursed under this MOA. NCSHP shall prominently mark any equipment purchased with grant funding as follows: "*Purchased with funds provided by the U.S. Department of Homeland Security.*"

- (15) NCSHP shall maintain exclusive custody, care and control of the VIPER equipment and shall have sole decision-making authority as to its maintenance, operation and use.
- (16) NCSHP shall have sole responsibility for the maintenance, insurance, upkeep, and replacement of the VIPER infrastructure equipment procured pursuant to this Agreement.
- (17) NCSHP shall maintain an effective property management system that complies with the following requirements. Equipment is defined as tangible, non-expendable property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. NCSHP may have property management guidelines that are more restrictive, requiring a unit of equipment with a value of less than \$5,000 to be inventoried; if so, such equipment purchased under this award allocation shall be included in the reports submitted to Grantee.
 - a) Grantee and NCSHP shall take a physical inventory of the equipment. The NCSHP Equipment Inventory Report, Cost Reports with backup documentation, Certificate of Title, Site Visit Report and any other NCSHP reports or inventory reports that include information regarding the grant, vendor, invoice number, cost per item, number of items, description, location, condition and identification number may be used to meet this requirement. NCSHP must provide Quarterly Progress Reports until all funds are expended.
 - b) NCSHP must ensure adequate safeguards to prevent loss, damage or theft. NCSHP shall be responsible for replacing or repairing equipment which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage or theft of the property must be investigated and fully documented, and made part of the official project records.
 - c) NCSHP must ensure adequate maintenance procedures exist to keep the equipment in good condition.
 - d) Disposition Procedures. NCSHP may dispose of the equipment when the original or replacement equipment acquired under the grant award is no longer needed for the original project or program. Items with a fair market value of less than \$5,000 may be retained, transferred or otherwise disposed of with prior approval of Grantee and in accordance with applicable program requirements. Items with a current per unit standard federal or

fair market value in excess of \$5,000 may be retained, transferred or otherwise disposed of with prior Grantee approval in accordance with disposition requirements in 44 C.F.R. Part 13. NCSHP must provide documentation that includes the method used to determine current fair market value.

- (18) The purchase or acquisition of any additional materials, equipment, accessories or supplies, or the provision of any training or exercise beyond that identified in this MOA shall be the sole responsibility of NCSHP and shall not be reimbursed under this MOA.
- (19) No indirect or administrative costs will be charged to this allocation award.
- (20) NCSHPs must utilize equipment as intended in the project proposal form /project detail workbook submitted to NCEM- HLS. Any variation from this intended use must be requested in writing and approved by NCEM- HLS office.
- (21) Each Sub-grantee must have a DUNS Number, prior to any funds being released. DUNS Numbers may be obtained from either of the following web links: www.dnb.com or <http://fedgov.dnb.com/webform>.
- (22) System for Award Management (SAM) registration is required for all applicants. Each Sub-grantee shall ensure that your organization's name, address, DUNS number and EIN are up to date in SAM and that the DUNS number used in SAM is the same one used to apply for all FEMA awards. SAM information can be found at <http://www.sam.gov>. Future payments will be contingent on the information provided in SAM; therefore it is imperative that the information is correct.

Sampson County (Sub-grantee) agrees that:

- (1) The purchase or acquisition of any additional materials, equipment, accessories or supplies, or the provision of any training or exercise beyond that identified in this MOA shall be the sole responsibility of Sub-grantee and shall not be reimbursed under this MOA.
- (2) NCSHP shall have exclusive custody, care and control of the VIPER equipment and shall have sole decision-making authority as to its maintenance, operation and use. NCSHP's decision-making authority shall include, but is not limited to, the authority to approve any and all modifications, additions, deletions, or right of access related to the VIPER site.

VI. FUNDING AND COMPENSATION. Grantee will reimburse NCSHP for the actual eligible costs incurred for the subject of this grant, **not to exceed \$186,000 (One Hundred Eighty-Six Thousand Dollars)**. Funds will be provided by the State of North Carolina, Department of Public Safety, and North Carolina Emergency Management. The allocation of funds will be from the USDHS FY 2014 Homeland Security Grant Program.

All terms and conditions of this MOA are dependent upon and subject to the allocation of funds from DHS, FEMA and Grantee for the purposes set forth and the MOA shall automatically terminate if funds cease to be available. Allowable costs shall be determined in accordance with the applicable U.S. Department of Homeland Security Program Guidelines, which include, but may not be limited to, the FY 2014 Homeland Security Grant Program (HSGP) Funding Opportunity Announcement (FOA), available at: http://www.fema.gov/pdf/government/grant/2014/fy13_hsgp_foa.pdf, 44 C.F.R. Part 13, 2 CFR Parts 215, 220, and 230, Federal Acquisition Regulations (FAR) Part 31.2, OMB Circulars A-21, A-87, A-122 and A-133 and the U.S. DHS Financial Management Guide available at http://www.dhs.gov/xlibrary/assets/Grants_FinancialManagementGuide.pdf.

Allowable costs are also subject to the approval of the State Administrative Agent for the State of North Carolina, the Secretary of the Department of Public Safety.

VII. WARRANTY. Sampson County shall hold Grantee and NCSHP harmless for any liability and personal injury that may occur from or in connection with the performance of this MOA to the extent permitted by the North Carolina Tort Claims Act. The parties agree that this Limitation of Liability shall not be construed as a waiver of sovereign immunity by either party. This Agreement does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This Agreement is intended for the sole and exclusive benefit of the parties hereto. This Agreement is not made for the benefit of any third person or persons. No third party may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.

VIII. COMMUNICATIONS AND POINTS OF CONTACT

To provide consistent and effective communication between the NCSHP and the Department of Public Safety, North Carolina Emergency Management, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. Grantee contacts shall be Michael A. Sprayberry, Director; Michael Daniska, Acting Chief, Planning and Homeland Security Section and Patty Moyer, Grant Manager. The NCSHP signatory shall be James Blanks, Captain, NCSHP. The point of contact shall be Tanya Luter, Project Manager for NCSHP. The Sampson signatory shall be Edwin Causey, Sampson County Manager and the point of contact shall be Ronald Bass, EMS Director.

All confidential information of either party disclosed to the other party in connection with the services provided hereunder will be treated by the receiving party as confidential and restricted in its use to only those uses contemplated by the terms of this MOA. Any information to be treated as confidential must be clearly marked as confidential prior to transmittal to the other party. Neither party shall disclose to third parties, the other party's confidential information without written authorization to do so from the other party. Specifically excluded from such confidential treatment shall be information that: (i) as of the date of disclosure and/or delivery, is already known to the party receiving such information; (ii) is or becomes part of the public domain through no fault of the receiving party; (iii) is lawfully disclosed to the receiving party by a third party who is not obligated to retain such information in confidence; or (iv) is independently developed at the receiving party by someone not privy to the

confidential information. In accordance with the FY 2014 Homeland Security Grant Program (HSGP) Funding Opportunity Announcement (FOA), "FEMA recognizes that much of the information submitted in the course of applying for funding under this program, or provided in the course of its grant management activities, may be considered law enforcement sensitive or otherwise important to national security interests. While this information under Federal control is subject to requests made pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. §552 et. seq., all determinations concerning the release of information of this nature are made on a case-by-case basis by the FEMA FOIA Office. The Grantee and NCOI should be familiar with the regulations governing Sensitive Security Information (49 CFR Part 1520), as it may provide additional protection to certain classes of homeland security information."

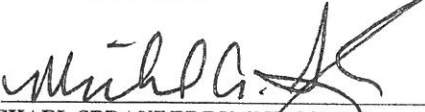
- IX. SUBCONTRACTING.** If the NCSHP subcontracts any or all purchases required under this Agreement, NCSHP agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this MOA. NCSHP agrees to include in the subcontract that the subcontractor shall hold Grantee harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this MOA. If NCSHP subcontracts, a copy of the executed subcontract agreement must be forwarded to the North Carolina Emergency Management. Contractual arrangement shall in no way relieve NCSHP of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements. NCSHP is bound by the terms, conditions and restrictions of the applicable USDHS Program Guidelines and Funding Opportunity Announcement referenced herein.
- X. SITUS.** This Agreement shall be governed by the laws of North Carolina, and venue for any disputed matters or claims shall be in the Superior Court of Wake County, North Carolina.
- XI. ANTITRUST LAWS.** This Agreement is entered into in compliance with all State and Federal antitrust laws.
- XII. COMPLIANCE WITH THE LAW.** NCSHP shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. NCSHP shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA, including those of federal requirements and State and local agencies having appropriate jurisdiction and found in the FY 2014 Homeland Security Grant Program (HSGP) Funding Opportunity Announcement (FOA).

- XIII. OTHER PROVISIONS/SEVERABILITY.** Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, Department of Public Safety The N.C. Highway Patrol or Sampson County. If any term of this Agreement is found by any court or other legal authority, or is agreed by the parties to be in conflict with any law or regulation governing its subject, the conflicting term shall be considered null and void. The remaining terms and conditions of this Agreement shall remain in full force and effect.
- XIV. ENTIRE AGREEMENT.** This Agreement and any exhibits and amendments annexed hereto and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.
- XV. MODIFICATION.** Modifications of this agreement must be in writing and upon approval of both parties except as modified by official USDHS Federal Grant Adjustment Notice (GAN).
- XVI. PROPERTY.** The NCSHP shall be responsible for the custody and care of any property purchased with FY 2014 Homeland Security Grant Program (HSGP) funds and furnished for use in connection with the performance of this agreement and shall reimburse the Grantee for any loss or damage to said property until the property is disposed of in accordance with FY 2014 Homeland Security Grant Program requirements. Grantee will not be held responsible for any property purchased under this MOU. Title to the property purchased with FY 2014 HSGP funds shall be in the State of North Carolina, Department of Public Safety, NCSHP, and Sampson County.
- XVII. TERMINATION.** The terms of this agreement, as modified with the consent of all parties, will remain in effect until **February 28, 2016**. Either party may terminate this Agreement upon thirty (30) days advance written notice to the other party. Upon approval by USDHS, FEMA and the issuance of the Grant Adjustment Notice, if this MOA is extended, the termination date for the extension will be the date listed in the applicable USDHS Grant Adjustment Notice, incorporated by reference herein, or as established by the State Administrative Agency, whichever is sooner.
- If NCSHP materially fails to comply with the terms of the award and DHS or Grantee suspends or terminates the grant award in accordance with 44 C.F.R., the applicable FY 2014 Homeland Security Grant Program (HSGP) Funding Opportunity Announcement (FOA) and other applicable authorities, incorporated by reference herein, NCSHP shall reimburse the North Carolina Emergency Management for said property.
- XVIII. EXECUTION AND EFFECTIVE DATE.** This Agreement will become binding upon execution of all parties to the Agreement. The terms of this Agreement became effective on September 1, 2014. The last signature shall be that of Gregory K. Baker, Commissioner of Law Enforcement, North Carolina Department of Public Safety.
- XIX. TERM OF THIS AGREEMENT.** This Agreement shall be in effect from **September 1, 2014 to February 28, 2016**.

IN WITNESS WHEREOF, the parties have each executed this Agreement and the parties agree that this Agreement will be effective as of September 1, 2014.

N.C. DEPARTMENT OF
PUBLIC SAFETY

SAMPSON COUNTY


BY: 
MICHAEL SPRAYBERRY, DIRECTOR
NORTH CAROLINA EMERGENCY MANAGEMENT

BY: _____
EDWIN CAUSEY, COUNTY MANAGER
SAMPSON COUNTY

BY: _____
JAMES BLANKS, CAPTAIN
N.C. STATE HIGHWAY PATROL

APPROVED AS TO PROCEDURES:

BY: _____
JAMES J. CHEROKE, CONTROLLER
DEPARTMENT OF PUBLIC SAFETY

BY: 
WILLIAM POLK, SPECIAL COUNSEL
REVIEWED FOR THE DEPARTMENT OF
PUBLIC SAFETY, BY WILLIAM POLK,
DPS SPECIAL COUNSEL, TO FULFILL THE
PURPOSES OF THE US DEPARTMENT OF
HOMELAND SECURITY GRANT PROGRAMS

BY: _____
GREGORY K. BAKER, COMMISSIONER
LAW ENFORCEMENT
DEPARTMENT OF PUBLIC SAFETY

THIS MOA WAS PREVIOUSLY APPROVED AS TO FORM BY THE NORTH CAROLINA DEPARTMENT OF JUSTICE FOR THE FY2014 HOMELAND SECURITY GRANT PROGRAM ONLY AND IS SUBJECT TO EXECUTION BY GREGORY K. BAKER, COMMISSIONER OF LAW ENFORCEMENT FOR THE DEPARTMENT OF PUBLIC SAFETY. THIS MOU/MOA SHOULD NOT BE USED FOR OTHER MOUs/MOAs FOR THE STATE HOMELAND SECURITY GRANT PROGRAM FOR OTHER FISCAL YEARS.

FY 2014 HSGP - State Homeland Security Grant Program (SHSGP) PHASE I Project Proposal Form (PPF)

Applicant NCSHP Part II A. Baseline

Funds Requested \$372,000

Project Description (2,500 Character Maximum) Improving Interoperable Communications ESF-2

Planned Expenditures

Planning	\$	-
Equipment	\$	372,000.00
Training	\$	-
Exercise	\$	-
Total	\$	372,000.00

Difference between Funds Awarded & Planned Expenditures (should be \$0) \$

FY 2014 HSGP - State Homeland Security Grant Program (SHSGP) PHASE I Project Proposal Form (PPF)

Part III A. Funding Plan

EQUIPMENT REQUEST

NCSHP

TOTAL PLANNED EQUIPMENT EXPENDITURES \$ 372,000.00

Equipment Description & Primary Use	RKB #	# items	Item Cost	Extended Cost	Tax	Shipping/Handli ng	Total
GTR 8000 Upgrade (Burke)		1.00	\$ 250,000.00	\$ 250,000.00	-	-	-
GTR 8000 Upgrade (Rockingham)		2.00	\$ 250,000.00	\$ 500,000.00	-	-	-
GTR 8000 Upgrade (Moore)		1.00	\$ 250,000.00	\$ 250,000.00	-	-	-
GTR 8000 Upgrade (Hamett)		1.00	\$ 250,000.00	\$ 250,000.00	-	-	-
GTR 8000 Upgrade (Orange)		1.00	\$ 250,000.00	\$ 250,000.00	-	-	-
GTR 8000 Upgrade (Mobile Towers)	06CP-03- Tower	2.00	\$ 186,000.00	\$ 372,000.00	-	-	\$ 372,000.00

QUARTERLY PROGRESS REPORT

Subgrantee: North Carolina State Highway Patrol

FY13 SHSP – MOA # EMW-2014-SS-00069-S01-1441

Funds Expended Prior Quarters:
Funds Expended this Quarter:

Grant Award: \$186,000

Quarter (list dates):

Activities	Metric	Current Status
1. Equipment	Date, current status (ex. List needs identified, items in vendor negotiation, purchased, placed in service, etc.)	

Quarterly Progress Reports are due:

- January 15
- April 15
- July 15
- October 15

Grant-Funded Typed Resource Report

Attachment 3 - EXAMPLE

Tool Instructions:

- Each row should contain one piece of equipment purchased with or training held using grant funds for current reporting period. Only report purchases and trainings that have already been completed and funds have been expended and drawn down.
- Choose from the drop-down menu whether the line is for equipment or training, the NIMS Typed Discipline, NIMS Typed Resource and NIMS Type #, as published by FEMA's National Integration Center (NIC) that the equipment supports, if NIMS Typed.
- 2a. If equipment or training is not NIMS Typed, choose "State/Local Other" in drop-down menu and provide State/Local typing or Community of Interest information in the Comments.
- Choose whether the piece of equipment or training is to "Sustain Current" existing capabilities or will increase or "Add New" capability.
- Choose the Core Capability or Capabilities that the Typed Resource supports. If more than one Core Capability is applicable, expand the columns by clicking the '+' above the 'Cost of Purchase' column to show more 'Core Capability Supported' columns.
- Enter the cost of the equipment or training.
- Enter additional information in the Comments, including a brief description of whether the training or equipment purchased sustains existing capabilities; adds or improves an existing capability; or builds a new capability from scratch. This Form Can be accessed at www.fema.gov/media-library/assets/documents/28973?id=6432

SUBGRANTEE: Carolina County **GRANT#:** 2013-SS-00033-S01-13xx **PROJECT:** Generators & Generator Switches

Equipment or Training	NIMS Typed Discipline or State/Local Discipline/Community of Interest Supported	NIMS Typed Resource Supported	NIMS Type #	State/Local Typed Resource Supported (if applicable)	Typed Equipment Purchased	# of Personnel Trained for Typed Teams	# of Typed Teams Trained	Sustain Current Capability/Add New Capability	Core Capability Supported	Cost of Purchase	Comments
Equipment	Fire / Hazmat	HazMat Entry Team	I	N/A	WMD Liquid Splash-Protective CFC	N/A	N/A	Add New	Environmental Response / Health and Safety	\$ 90,000.00	This new PPE will increase a Type II to a Type I HazMat Entry Team by fulfilling the PPE requirements for a Type I team. This investment completes the upgrade of this team.
Training	Incident Management	Incident Management Team	III	N/A	N/A	55	3	Sustain Current	Operational Coordination	\$ 150,000.00	This Training sustained policy awareness for a State and two Regional IMTs. This training maintains emergency staff awareness that would have otherwise been out-of-date within 3 months of the training.
Equipment	Public Health and Medical	State / Local Other (provide in comments section)	State / Local Other	Water Ambulance	ALS Rescue Boat	N/A	N/A	Add New	Mass Care Services	\$ 100,000.00	The ALS Rescue Boat meets State typing for Water Ambulance. This equipment purchase adds a new capability to the local EMS. Teams will begin training to complete the resource.
Training	Search and Rescue	US&R Task Forces	II	N/A	N/A	63	23	Sustain Current	Mass Search and Rescue Operations	\$ 75,000.00	63 Responders were trained in structural collapse to support 23 Type III US&R Teams. This training is trained current level is in anticipation of current staff retiring.

Required Sub-Grantee File Documentation

Sub-grantee or sub-recipient must meet the financial administration requirements in 44 CFR Part 13 and must maintain a file for each homeland security grant award. The files must be available for review by the North Carolina Division of Emergency Management – Homeland Security Branch Staff for site visits, project closeout and future audits.

Sub-grantee or sub-recipient must include appropriate documentation in the file, including but not limited to the following documents:

Grant Award Letter

Memorandum of Agreement/ and Supporting Appendices

Quarterly Progress Reports

Completed cost report forms with invoices with proof of payment to vendor

Picture documentation of equipment purchased (with Serial /VIN bar code number and markings – “Purchased with Homeland Security Grant Funding if applicable)

Documentation of equipment location.



Ronald Bass

From: Luter, Tanya <Tanya.Luter@ncdps.gov>
Sent: Tuesday, September 23, 2014 3:18 PM
To: Ronald Bass
Cc: Luter, Tanya
Subject: RE: FY2014 Homeland Security Grant

Ronald,

You are correct, SHP will handle all the paperwork for the grant. We'll also purchase all the equipment and install it in the mobile tower. Like you said, Sampson county will be a grant sponsor on paper.

Thank you,

Tanya Luter
NC Highway Patrol - Technical Services Unit
VIPER
3318 Garner Road, Building #2
Raleigh, NC 27610
(O) 919-948-7889
(C) 919-268-1167
MSC #4231, NCSHP-TSU
Courier #52-0130, NCSHP-TSU

From: Ronald Bass [<mailto:ronaldbass@sampsonnc.com>]
Sent: Tuesday, September 23, 2014 2:19 PM
To: Luter, Tanya
Subject: RE: FY2014 Homeland Security Grant

Ms. Luter,

I received the MOU today reference the VIPER equipment, I have a meeting scheduled for Thursday with the county manager to discuss this, he may elect to seek approval from our Board of Commissioners. Just a couple of items I need clarification on, am I correct that Sampson County has no financial obligation for the grant? The NCSHP will be responsible for all of the work including paperwork for the project? Where is the equipment located? In short Sampson County is only sponsoring the grant on paper for DPR 2?

I apologize for all the questions but I want to be sure I totally understand and have all the answers before I proceed.

Thanks, for your help.



Ronald Bass
EMS DIRECTOR/FIRE MARSHAL

Sampson County Emergency Management: Tel (910) 592-8996
P.O. Box 8 Fax: (910) 592-5383
Clinton, N.C. 28329-0008 ronaldbass@sampsonnc.com

From: Luter, Tanya [<mailto:Tanya.Luter@ncdps.gov>]
Sent: Wednesday, August 20, 2014 1:02 PM
To: Ronald Bass
Cc: Luter, Tanya
Subject: FY2014 Homeland Security Grant

Ronald,

Thank you for speaking with me this morning regarding the sponsorship of the grant. The grant amount will be \$186,000 used to upgrade some of the equipment in the DPR2 mobile tower. This grant has been designated for the upgrade of the equipment in the mobile tower and cannot be used for anything else. Sampson County's responsibility should you decide to sponsor the grant will be to sign a MOA with the State. NCSHP will have the responsibilities of purchasing the equipment, installation of the equipment and all the reporting and paperwork that comes with the grant. If the County is willing to sponsor the grant, I just need the name and address of the person who will be signing the MOA. I've put in a call to NCEM to find out when I need to get this information to them but for now, the sooner you can provide me the information, the better. I don't have the MOA yet but I would just need to know who is authorized/would be signing the MOA. Should you have further questions, please call or email me.

Thank you,

Tanya Luter
NC Highway Patrol - Technical Services Unit
VIPER
3318 Garner Road, Building #2
Raleigh, NC 27610
(O) 919-948-7889
(C) 919-268-1167
MSC #4231, NCSHP-TSU
Courier #52-0130, NCSHP-TSU

“E-mail correspondence sent to and from this address may be subject to the provisions of G.S. 132-1, the North Carolina Public Records Law, and may be subject to monitoring and disclosed to third parties, including law enforcement personnel, by an authorized state official.”

District Supervisors

Craig Thornton,

Chairman

James Lamb,

Vice Chairman

Curtis Barwick,

Secretary/Treasurer

Tommy Hobbs,

Member

Henry E. Moore III,

Member

District Staff

Fenna Autry,

Admin. Assistant

Melanie Harris,

Director, Soil Conservationist

Henry Faison,

Soil Conservation Technician

Dwayne Faircloth,

Soil Conservation Technician

NRCS Staff

Genée Leech,

District Conservationist

Maige Seago,

Soil Conservationist

Christina Steffens,

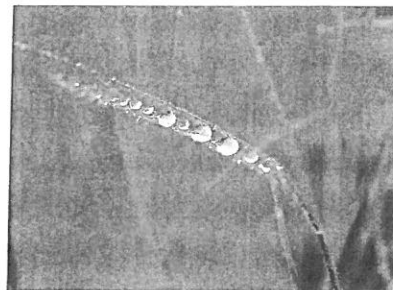
ATAC

Who Are We?

Sampson Soil & Water Conservation District (SWCD) is comprised of a board of supervisors, of which three are elected in the general election and two are appointed by the NC Soil & Water Conservation Commission. The District supervisors are charged with the protection of the county's soil, water and related resources and establishing conservation programs in the county. The staff assigned to carry out the District's mission include one soil conservationist, two district technicians and an administrative assistant. A District Conservationist and Soil Conservationist is provided by USDA-NRCS. A part-time ATAC position is funded by USDA-NRCS through the Division of Soil and Water Conservation. The Sampson SWCD mission is also supported by several state and federal cost share programs that assist landowners in Sampson County with the cost of installation of Best Management Practices (BMPs). For the 2014 program year, these programs brought over \$650,000 into Sampson County in the form of direct payments and incentives to farmers and landowners to install on-farm conservation practices to solve natural resource concerns.



Mission Statement



The mission of the Sampson Soil and Water Conservation District is to take available technical, financial, and educational resources and administer programs designed to encourage individual responsibility to conserve, improve and sustain our soil and water resources for future generations.

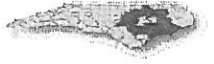
Cropland Conversion to Bermuda grass made possible through Ag Cost Share.

Agriculture Cost Share Program



The NC Agricultural Cost Share Program (NCACSP) is a state funded program that provides technical and financial assistance to address nonpoint source pollution. For the 2014 program year, the Sampson County Soil and Water Conservation District was allocated \$67,109 by the NC Soil and Water Conservation Commission. This money was used to cost share conservation practices such as cropland conversion and cover crop. A total of 11 contracts were obligated.

Market Based Conservation Initiative



Sampson SWCD partnered with the NC Foundation for Soil and Water to promote the Market Based Conservation Initiative (MBCI) Pilot Program in Sampson County. The MBCI Program's purpose is to test alternative methods to protect rural land from development under an existing military flight path. For the second bid round, the District and NRCS staff assisted in the submission of 98 applications from interested landowners in the county. The District also participated in property site visits on applications from the first bid round.

Soil Health Cotton Cover Crop Initiative



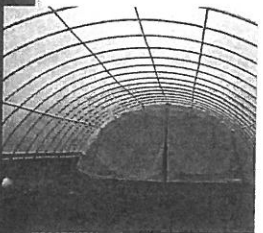
The District partnered with the NC Foundation for Soil and Water and Cotton Inc. on a Soil Health Initiative Project regarding the use of Cover Crops with Cotton. The primary goal of the project was to demonstrate to producers that a diverse mixture of cover crop species can be planted in a timely manner, allowed to grow and accumulate biomass and nitrogen, and then be terminated without using tillage.



Summary of Federal Programs FY 13-14

The funding for the Environmental Quality Incentives Program (EQIP) program year 2014 was approximately \$588,000 and was used to cost share practices such as an Animal Mortality Facilities, Waste Storage Facilities (Litter Sheds), Seasonal High Tunnels, Conservation Crop Rotation, Cover Crop, Tree/Shrub Site Preparation, Tree/Shrub Establishment, Prescribed Burning, Firebreaks, Forest Stand Improvement and Farmstead Energy Improvement. A total of 21 EQIP contracts were obligated. NRCS and the Sampson District staff continue to assist the Farm Service Agency (FSA) by writing conservation plans for the Conservation Reserve Program (CRP). Payments for all active federal contracts in this fiscal year totaled over \$1.5 million.

Seasonal High Tunnels are used to extend the growing season. Pictured is one installed through EQIP cost share assistance.



Sampson Outreach Meeting

In September 2013, Dwayne Faircloth, SWCD Soil Conservation Technician and Renée Leech, NRCS District Conservationist participated in a Sampson Outreach meeting hosted by James Hartsfield, Farm Management Agent with NC Cooperative Extension. Staff provided participants with resources and information on federal and state cost share programs. There were approximately 25 in attendance.

Resource Rodeo

The Sampson District along with NRCS participated in a Resource Rodeo in September that was sponsored by The Rural Advancement Foundation International-USA (RAFI). Approximately 35 rural veteran farmers attended.

Conservation Employee Training (CET)

In October 2013, Melanie Harris, District Director, Henry Faison and Dwayne Faircloth, District Soil Conservation Technicians, attended the CET in Nags Head, NC.



NC State Fair



Tenna Autry, District Administrative Assistant, Henry Faison and Dwayne Faircloth, District Soil Conservation Technicians, volunteered to work at the Soil and Water Conservation Booth in October 2013.

NCASWCD Area 7 Fall Meeting

The Sampson SWCD hosted the Area 7 Fall meeting in November 2013. Craig Thornton, SWCD Board Chairman was the Area 7 Chair. Tenna Autry coordinated the meeting and was also the Area 7 Planning Coordinator for 2013.

NCASWCD Annual Meeting

The annual meeting for the NC Association of Soil and Water Conservation Districts to develop policy and elect leadership was attended by Renée Leech, Henry Faison, Dwayne Faircloth and the District Board of Supervisors in January 2014.

Envirothon

Envirothon is a natural resources competition for middle and high school students. Tenna Autry, Melanie Harris, Dwayne Faircloth, Henry Faison and Renée Leech, volunteered to help with the 2014 Area VII Envirothon held at Raven Rock in Lillington, NC. 32 teams participated in the event.

Cooperative Extension Community Ag Day

Melanie Harris, Paige Seago and Dwayne Faircloth participated in the Community Ag Day in April 2014. A booth was set up to encourage children and adults to feel the different types of soils most common to Sampson County. Over 1000 people attended the event.



Resource Conservation Workshop



Sierra Boggs, from Midway High School, Andrew Warren, Zach Darden and Sidney Simmons, all from Clinton High School, were sponsored by the Sampson Soil and Water Conservation District and received the Anna S. Sumner Award to attend the 2014 Resource Conservation Workshop (RCW). The workshop was held on the North Carolina State University campus in Raleigh the week of June 22-28, 2014. They spent a week studying the environment. The

RCW gives students from across NC an opportunity to meet natural resources professionals and a chance to learn about career opportunities in conservation.

New Employees

Paige Seago began her career in the Clinton Field Office in January 2014. She is a NRCS Soil Conservationist and a recent graduate of Warren Wilson College. Paige enjoys gardening, cooking and hiking.



Gretta Steffens is our new ATAC employee. She came to work with us in April 2014. Gretta enjoys gardening, cooking, playing video games and acting in the community theatre.



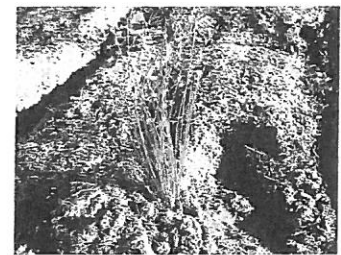
Sampson Soil
&
Water Conservation District

84 County Complex Road
Clinton, NC 28328

Phone: 910-592-7963 Ext. 3
Fax: 910-590-3092



United States Department of Agriculture



The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD).

SAMPSON COUNTY
BOARD OF COMMISSIONERS

ITEM ABSTRACT

ITEM NO. 6 (a)

Meeting Date: October 6, 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 checked="" type="checkbox"/> Water District Issue

The Board of Commissioners should recess to reconvene as the Board of Directors of Water and Sewer District II for consideration of this item.

SUBJECT: Approval of Amendment to Water Purchase Contract with City of Dunn

DEPARTMENT: Public Works

PUBLIC HEARING: No

CONTACT PERSON: Lee Cannady, Public Works Director

PURPOSE: To approve amendment to water purchase contract with City of Dunn

ATTACHMENTS: Proposed Amendment

BACKGROUND: The proposed amendment to the District's water purchase contract with the City of Dunn establishes a minimum quarterly usage equal to or greater than thirty (30) million gallons, which allows for stability in our water purchase rate.

PRIOR BOARD ACTION: Original contract executed January 1996

RECOMMENDED ACTION OR MOTION: Approve water purchase contract amendment

Following consideration of this item, the Board should adjourn as the Board of Directors of Water and Sewer District II and reconvene as the Board of Commissioners.

THIS IS AN AMENDMENT TO THE SIGNED WATER PURCHASE CONTRACT MADE ON THE 4TH DAY OF JANUARY, 1996 BETWEEN THE CITY OF DUNN AND THE SAMPSON COUNTY WATER AND SEWER DISTRICT 2.

The Sampson County Water and Sewer District 2 further agrees that their minimum quarterly usage shall not be less than thirty (30) million gallons, or approximately 333,333 gallons per day. To determine quarterly usage, a quarterly running total shall be calculated using a running three billing cycle period; based on this calculation, total usage during each period shall be equal to or greater than thirty (30) million gallons. Usage calculations shall be tallied using Dunn's monthly water billing cycle, which occurs on or near the 15th (fifteenth) day of each month. Should the quarterly running total fall below the established minimum level, an additional billing equal to the established minimum level less the quarterly running total would be in order.

Executed by the City of Dunn, this the _____ day of _____, 2014.

CITY OF DUNN

ATTEST:

BY:

Clerk

Oscar N. Harris, Mayor

Executed by the County of Sampson, this the _____ day of _____, 2014.

COUNTY OF SAMPSON

ATTEST:

BY:

Clerk to the District Board

Chairman, District Board

POLICIES AND PROCEDURES REGARDING PUBLIC COMMENT

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

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

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

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

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

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

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

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