



**SAMPSON COUNTY
BOARD OF COMMISSIONERS
MEETING AGENDA
April 6, 2015**

5:00 pm Dinner with NCACC Executive Director (County Administration Bldg.)

7:00 pm Convene Regular Meeting (County Auditorium)
Invocation and Pledge of Allegiance

Approval of Agenda

Roads - Monthly Report

Tab 1 Reports and Presentations

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| a. Update on Child Advocacy Center and Child Abuse Prevention Activities | 1 - 2 |
| b. Report on Business Personal Property Compliance Listing Education Efforts | 3 - 6 |

Tab 2 Action Items

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| a. Economic Development - Public Hearings (2) - Consideration of Performance Based Incentives for Economic Development Projects <ul style="list-style-type: none">• Rheinfelden Americas, LLC• Kansas City Sausage Company, LLC (continued from March) | 7 - 12 |
| b. Public Hearing - Small Cities Community Development Block Grant, Economic Development (Carolina Cellulosic Biofuels, LLC Rail Spur) | 13 - 20 |
| c. Award of Bid - I-40/NC 403 Elevated Water Storage Tank | 21 - 25 |
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- d. Approve the execution of Lease Amendment No. 2 to the USDA lease at 80 County Complex Road **126**
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Adjournment

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 1 (a)

Meeting Date:	April 6, 2015	<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

SUBJECT: Update on Child Advocacy Center and Child Abuse Prevention Activities

DEPARTMENT: Department of Social Services (Child Advocacy Center)

PUBLIC HEARING: No

CONTACT PERSON: Shannon Blanchard, Child Advocacy Center
Members of Multi-Disciplinary Team

PURPOSE: To hear an update on establishment of a Child Advocacy Center and efforts of the MDT related to child abuse prevention

ATTACHMENTS: Resolution - Child Abuse Prevention Month

BACKGROUND: Last April, members of the Multi-Disciplinary Team (MDT) made a presentation to the Board regarding their efforts to establish a Child Advocacy Center in Sampson County. (The MDT in Sampson was established a few years back with an order from Judge Thagard allowing all disciplines to share confidential case information as they collectively discuss just the severely abused and sexually assaulted minors. The MDT was a prerequisite for a local CAC.) Since April is observed as Child Abuse Prevention Month, it is an appropriate time for the group to return to provide an update on their fundraising and public awareness efforts and information on April events in observance of Child Abuse Prevention Month.

A resolution proclaiming April as Child Abuse Prevention Month is enclosed, but is also included in the Consent Agenda. It can be voted on during the presentation or as part of the Consent Agenda group.

RECOMMENDED ACTION OR MOTION: Receive information



**RESOLUTION PROCLAIMING APRIL AS
CHILD ABUSE PREVENTION MONTH IN SAMPSON COUNTY**

Whereas, preventing child abuse and neglect is a community responsibility affecting both the current and future quality of life of a community; and

Whereas, child maltreatment occurs when people find themselves in stressful situations, without community resources, and they do not know how to cope; and

Whereas, the majority of child abuse cases stem from situations and conditions that are preventable in an engaged and supportive community; and

Whereas, child abuse and neglect not only cause immediate harm to children, but are also proven to increase the likelihood of criminal behavior, substance abuse, health problems such as heart disease and obesity, and risky behavior such as smoking; and

Whereas, all citizens should become involved to provide safe, nurturing environments for children in all areas of their lives – at home, in school, and in the community - offering them the opportunity to grow up to be caring, contributing members of the community; and

Whereas, effective child abuse prevention programs succeed because of partnerships created among citizens, social service agencies, schools, faith communities, civic organizations, law enforcement agencies, and the business community.

Now Therefore, Be it Resolved that the Board of Commissioners of Sampson County do hereby proclaim April as Child Abuse Prevention Month in Sampson County and call upon all citizens, community agencies, faith groups, medical facilities, elected leaders and businesses to increase their participation in our efforts to support families, thereby preventing child abuse and strengthening the communities in which we live.

Adopted this 6th day of April, 2015.

Billy C. Lockamy, Chairman

Susan J. Holder, Clerk to the Board

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 1 (b)

Meeting Date:	April 6, 2015	<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

SUBJECT: Report on Business Personal Property Listing Compliance Education Efforts

DEPARTMENT: Administration

PUBLIC HEARING: No

CONTACT PERSON: Edwin W. Causey, County Manager

PURPOSE: To hear a report on the public education campaign related to business personal property listing compliance

ATTACHMENTS: Brochure, Advertisement

BACKGROUND: In February, the Board approved expenditures for a public education campaign to make citizens aware of the requirement for listing business personal property. Since that time, over 2,000 brochures were mailed to county business listings and accountants and placed in high traffic locations. Ads have been placed in local newspapers, and educational sessions led by CTSI have been held.

Mr. Causey will recap these efforts.

RECOMMENDED ACTION OR MOTION: Receive information



PLACE
STAMP
HERE

WHY IS THIS IMPORTANT?

First, it is the law. The Tax Office must have a valuation system that will fairly assess each taxpayer according to their true value. It is our legal obligation to value all taxable property in the county and to assist our taxpayers with the valuation of their property.

But more importantly, if all property in our county were correctly and equitably listed, appraised, and taxed, our tax rate could be significantly lower. The burden is lighter when everyone carries their share.

NEED MORE INFO?

Call : (910) 592-8146

Email : dtyson@sampsonnc.com

Web: www.sampsonnc.com

List online: <https://sampson.nc.taxscribe.com>

Visit: 126 W. Elizabeth St. Clinton, NC

Mail: PO Box 1082, Clinton NC 28329

Attend an information session (2015):

March 19th or March 26th - 6:00 pm

Sampson County Auditorium

435 Rowan Road, Clinton NC

SAMPSON COUNTY TAX OFFICE

126 W. Elizabeth Street/PO Box 1082
Clinton, North Carolina 28329

Business Personal Property Listing In Sampson County

A reference guide to make compliance with NC law a little less overwhelming for small and agricultural businesses.





WHO HAS TO LIST?

Any individual(s), partnerships, business(es) - including those who qualify for land use - corporations or associations who, on Jan. 1 own, control or possess any personal property used or connected with a business or income producing purpose or any amount of leasehold improvements must complete a business listing form.

WHEN DO I HAVE TO LIST?

The listing period is from January 1 to January 31. Unless you have been granted an extension, your listing is due no later than **January 31**. If an extension has been granted, the listing is due no later than **April 15**.

Extension of Time to List

Requests for an extension of time to list must be made by January 31 using the online business listing application or submitted in writing to the Sampson County Tax Office. Written requests must be on company letterhead and reference your account number.

Penalties Assessed for Late Listing

As required by state law, late listings will be assessed a penalty. For each listing period that has passed, a 10% penalty is assessed.

HOW DO I LIST?

Preprinted listing forms are mailed to those businesses who filed in the previous year, at the last address of record. If you have property to be listed but do not receive a form, it is still your responsibility to obtain, complete, sign and file a form. You may file:

- By mail to the Sampson County Tax Office at the address shown in this pamphlet. Listings submitted by mail will be considered as filed as of the date shown on the postmark affixed by the US Postal Service or overnight carrier - any other date indication (including your own postage meter) is not considered.
- Electronically online at the following link: <https://sampson.nc.taxescribe.com>. First time users will create an account and password.

WHAT MUST BE LISTED?

All property used in connection with the production of income that has not been classified as real property must be listed. Assets must be reported at historical cost and at original year acquired - the cost and the year the asset was originally purchased new.

Real vs Personal Property?

If the property is there for the benefit of the building or the people inside, it is real property. If it is there for the benefit of machinery and equipment or the process, it is personal property. Still not sure? Call the Tax Office for assistance.

Depreciated Assets?

All assets, regardless of age, should be reported if they are in your possession. This includes fully depreciated assets.

BUSINESS PERSONAL PROPERTY EXAMPLES

The following are offered as examples, not exhaustive lists:

Machinery & Equipment: Items used primarily in the production or operation of a business or farming process including production equipment, machinery, office machines, construction equipment (generators, forklifts, farm equipment, wagons, plows, combines, tractors, water pumps, loaders, manure spreaders) warehouse or packaging equipment. Includes untagged vehicles, including those not registered with DMV. Does not include livestock.

Furniture & Fixtures: All furniture, fixtures and small office machines, file cabinets, adding machines, blinds, ceiling fans, telephone systems, alarm systems.

Computer Equipment: All items for data processing including computers, printers, scanners, mainframes, monitors, peripherals.

Supplies: Office, maintenance, cleaning or medical supplies (not held for resale), fuels (if you own the tank), spare parts, uniforms, fertilizers/chemicals. Crops and livestock are not included.

Leasehold Improvements: (Applies if you do not own the property where you operate your business or farm.) Security systems, telephone or alarm systems, millwork, shelving, attached furnishings, heating or air-conditioning systems for special purpose areas.

Construction in Progress (CIP): Personal property under construction on Jan. 1, not including construction to real estate.

Property Owned by Others in Taxpayer Possession: Business personal property that is loaned, leased or otherwise held and not owned by you. Assessments will be made to the owner/lessor.



Does listing your Business Personal Property seem a little complicated? Let us help.

It's not rocket science, but it's not child's play either.

The timely filing of your business personal property is the law. But, more importantly, a valuation system where all property in the county is fairly and equitably listed, appraised and taxed helps keep our tax burden lower for everyone.

Yet, for some businesses, understanding the requirements of the law can be overwhelming.

So, we want to help educate the public.

The Sampson County Tax Office is pleased to announce two FREE public information sessions on how to list your business personal property:

March 19th - Business Personal Property Compliance for Business

March 26th - Business Personal Property Compliance for Ag-Businesses

Both sessions held in the County Auditorium

435 Rowan Road, Clinton NC (Bldg A)

6:00 - 8:00 pm

For more information, call (910) 592-8146

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 2 (a)

Meeting Date: April 6, 2015	<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 Hearings (2) - Consideration of Performance Based Incentives for Economic Development Projects

DEPARTMENT: Economic Development

PUBLIC HEARING: Yes

CONTACT PERSON: John Swope, Economic Developer
 Joel Starling, County Attorney

PURPOSE: To receive public comment regarding intent of the County to enter into agreements to provide performance based incentives for economic development projects

ATTACHMENTS: Resolution Approving Agreement with Kansas City Sausage Company, LLC; Resolution Approving Agreement with Rheinfelden Americas, LLC

BACKGROUND: The County has duly advertised two separate hearings for the purpose of receiving public comment with regard to the County's intention to enter into incentive agreements with economic development prospects. **Each hearing should be held separately**, and Mr. Swope and Mr. Starling will review information pertinent to each hearing.

Hearing 1 - Rheinfelden Americas, LLC

Because the confirmed company investment and jobs varied slightly from the original hearing notice, this hearing was rescheduled from March and re-advertised for April. Rheinfelden Americas is considering restarting the manufacture of aluminum slugs at the former Aludisc manufacturing plant in Clinton. Any proposed appropriations and expenditures will be made pursuant to a proposed Incentives Agreement, and as performance-based incentive payments over a ten-year period as noted in the agreement. The prospect agrees to make certain capital investments in the County and to maintain certain levels of employment as noted in the hearing notice.

(continued next page)

Hearing 2 - Kansas City Sausage Company, LLC

This hearing was continued from the March meeting. Kansas City Sausage is considering developing a new pork sausage processing and production plant at the site identified as the former Martins Meats rendering facility on Martin Road in Sampson County. Any proposed appropriations and expenditures will be made pursuant to a proposed Incentives Agreement, and as performance-based incentive payments over a five-year period as noted in the agreement. The prospect agrees to make certain capital investments in the County and to maintain certain levels of employment as noted in the hearing notice.

RECOMMENDED
ACTION(s) OR
MOTION(s):

Motions after each separate hearing:

Rheinfelden Americas, LLC project: Consider adoption of enclosed resolution approving incentives agreement

Kansas City Sausage Company, LLC project: Consider adoption of enclosed resolution approving incentives agreement



Resolution Approving Agreement with Rheinfelden Americas, LLC

WHEREAS -

For the past several months, representatives of Sampson County and others have been working with representatives of **Rheinfelden Americas, LLC**, concerning the company's desire to locate manufacturing operations in the County.

The County and **Rheinfelden Americas, LLC** have agreed in principle that if Sampson County were selected as the location for said aluminum slug manufacturing operations for the County to make certain incentive payments to **Rheinfelden Americas, LLC** over a **five-year** period. In return, the company will commit to make certain capital investments in the County, and to maintain certain levels of employment. The mutual obligations of the County and **Rheinfelden Americas, LLC** will be set forth in an Incentive Agreement, a draft of which has been presented at this meeting.

The County has held a public hearing earlier today concerning appropriations and expenditures for economic development activities pursuant to the Incentive Agreement. The Incentive Agreement is now presented to the Board of Commissioners for consideration.

BE IT RESOLVED by the Board of Commissioners of Sampson County, North Carolina, as follows:

1. The Board determines that the County will enter into the proposed Incentive Agreement. The Board approves the form of the Incentive Agreement presented to this meeting. The final version of the Incentive Agreement must be in substantially the form presented, but may have such additional minor changes as may be acceptable to the Chairman, who is authorized and directed to execute the final form agreement. The final form of the agreement may not, however, in any material fashion increase the County's obligations or decrease the company's obligations from the obligations described in the draft agreement. The Chairman's execution and delivery of the final form agreement will be conclusive evidence of his approval.

2. By this resolution, the County agrees to provide performance based incentives as prescribed in the agreement requiring certification of jobs created, investment levels verified and documentation submitted by the Company.

3. By this resolution, the County confirms and accepts its agreement that the incentive payments payable to the Company will be paid in the following amounts, as specified by the incentive agreement:

Year 2	\$ 25,564
Year 3	\$ 33,615
Year 4	\$ 34,238
Year 5	\$ 34,362
Year 6	\$ 30,876
Total	\$158,655

4. All County officers and employees are authorized and directed to deliver all certificates, agreements and instruments and to take all such further actions as they may consider necessary or desirable in furtherance of the transactions contemplated by this resolution. All such prior actions of County officers and employees are ratified, approved and confirmed.

5. All other Board proceedings, or parts thereof, in conflict with this resolution are repealed, to the extent of the conflict. This resolution takes effect immediately.

Adopted this 6th day of April, 2015.

Chairman

ATTEST:

Clerk to the Board



Resolution Approving Agreement with Kansas City Sausage Company, LLC

WHEREAS -

For the past several months, representatives of Sampson County and others have been working with representatives of **Kansas City Sausage Company, LLC**, concerning the company's desire to locate pork sausage processing and production operations in the County.

The County and **Kansas City Sausage Company, LLC** have agreed in principle that if Sampson County were selected as the location for said pork sausage processing and production operations for the County to make certain incentive payments to **Kansas City Sausage Company, LLC** over a **five-year** period. In return, the company will commit to make certain capital investments in the County, and to maintain certain levels of employment. The mutual obligations of the County and **Kansas City Sausage Company, LLC** will be set forth in an Incentive Agreement, a draft of which has been presented at this meeting.

The County has held a public hearing earlier today concerning appropriations and expenditures for economic development activities pursuant to the Incentive Agreement. The Incentive Agreement is now presented to the Board of Commissioners for consideration.

BE IT RESOLVED by the Board of Commissioners of Sampson County, North Carolina, as follows:

1. The Board determines that the County will enter into the proposed Incentive Agreement. The Board approves the form of the Incentive Agreement presented to this meeting. The final version of the Incentive Agreement must be in substantially the form presented, but may have such additional minor changes as may be acceptable to the Chairman, who is authorized and directed to execute the final form agreement. The final form of the agreement may not, however, in any material fashion increase the County's obligations or decrease the company's obligations from the obligations described in the draft agreement. The Chairman's execution and delivery of the final form agreement will be conclusive evidence of his approval.

2. By this resolution, the County agrees to provide performance based incentives as prescribed in the agreement requiring certification of jobs created, investment levels verified and documentation submitted by the Company.

3. By this resolution, the County confirms and accepts its agreement that the incentive payments payable to the Company will be paid in the following amounts, as specified by the incentive agreement:

Year 1	\$170,150
Year 2	\$165,429
Year 3	\$168,023
Year 4	\$162,576
Year 5	\$157,129
Total	\$823,308

4. All County officers and employees are authorized and directed to deliver all certificates, agreements and instruments and to take all such further actions as they may consider necessary or desirable in furtherance of the transactions contemplated by this resolution. All such prior actions of County officers and employees are ratified, approved and confirmed.

5. All other Board proceedings, or parts thereof, in conflict with this resolution are repealed, to the extent of the conflict. This resolution takes effect immediately.

Adopted this 6th day of April, 2015.

Chairman

ATTEST:

Clerk to the Board

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 2 (b)

		<input type="checkbox"/>	Information Only	<input checked="" type="checkbox"/>	Public Comment
Meeting Date:	April 6, 2015	<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: Public Hearing – Small Cities Community Development Block Grant, Economic Development (Carolina Cellulosic Biofuels, LLC Rail Spur)

DEPARTMENT: Economic Development

PUBLIC HEARING: No

CONTACT PERSON: John Swope, Economic Developer

PURPOSE: To consider authorizing submission of an application to the NCDOC for Small Cities Community Development Block Grant Funding (CDBG-ED) for Carolina Cellulosic Biofuels, LLC (Chemtex)

ATTACHMENTS: Resolutions Authorizing Submission of Application and Adopting Required CDBG Policies

BACKGROUND: The CDBG-ED Program permits grant funds to be used toward infrastructure projects that directly support economic development, specifically projects which result in the creation or retention of full-time jobs with minimum 60% benefit to low-to-moderate income people. The grant funds sought in this instance, \$780,000, will be used toward the cost to construct a 2,400 lf rail spur to service the Carolina Cellulosic Biofuels, LLC (Chemtex) project (and other future developable properties south of their site).

EDC Director John Swope will review this request.

RECOMMENDED ACTION OR MOTION: Motion to adopt the enclosed resolutions authorizing the submission of the application for CDBG-ED funding and adopting required CDBG program policies

NOTICE OF PUBLIC HEARING

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 Division Rural Development (RDD), North Carolina Department of Commerce for funding consideration.

State of North Carolina CDBG Program. The State of North Carolina's current CDBG program amount is \$43,757,560. One hundred percent (100%) of the CDBG funds will be used to benefit low-to-moderate income people. Approximately \$17 million of this amount will be allocated to the Rural Development Division, North Carolina Department of Commerce CDBG-Economic Development Program (CDBG-ED) and approximately \$26 million allocated to the Division of Water Infrastructure, North Carolina Department Environment Natural Resources CDBG-Infrastructure Program (CDBG-I). CDBG-ED applications are accepted on a continuous basis. CDBG-I applications are being accepted in two rounds with approximately \$13 million being offered in the first March round. Non-entitlement municipal and county governments may apply for CDBG program funds

The CDBG-ED Program permits grant funds to be used toward infrastructure or vacant building restoration projects that directly support Economic Development, specifically local government projects that result in the creation or retention of full-time jobs with minimum sixty percent (60%) benefit to low-to-moderate income people. The CDBG-I Program permits grants for water and sewer infrastructure with project mitigating problems causing regulatory actions, and projects addressing environmental and public health threats as most important. CDBG-I projects must have project area with a population that is at least fifty-one percent (51%) low-to-moderate income.

CDBG-ED Application: The CDBG-ED application requests a \$750,000 grant (24% of total project) to be used toward the estimated \$3.1 million cost to construct an approximate 2,400 lf rail spur that will be owned and operated by Sampson County and maintained by the Clinton Terminal Railroad through an O/M agreement with Sampson County. The spur can provide future service to developable properties to the south of the Carolina Cellulosic Biofuels LLC site. Remaining project funding consists of a \$750,000 (24%) Industrial Development Fund, NC Department of Commerce grant, a \$95,000 (3%) Rail Access Grant, NC Department of Transportation, and \$1,475,000 (49%) funds provided by Chemtex.

Carolina Cellulosic Biofuels LLC will construct and operate a \$163 million biomass processing facility that will employ 65 full-time employees with an average \$48,415 annual salary with benefits that include health insurance with a 50% (+) employer contribution. Carolina Cellulosic Biofuels LLC commits to fill at least 61% of full-time job positions with individuals having low/moderate incomes prior to employment.

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, Sampson County has adopted a CDBG program Non-Residential Displacement Plan that provides for funds if individuals are displaced as a result of project activities.

Citizen Participation: CDBG files may be reviewed at the County Manager's office. In addition to comments received at the Public Hearing, written comments received prior to the opening of the Public Hearing will be considered. Sampson County will conduct a Public Hearing on April 6, 2015 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.

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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 Carolina Cellulosic Biofuels LLC Sampson County facility that will produce ethanol from bio-mass.

WHEREAS, the Sampson County Board of County Commissioners wishes the County to pursue a formal application for a \$780,000 Community Development Block Grant to assist in the construction of an approximate 2,400 lf rail spur and commits to invest monies to complete the rail spur extension project including a \$750,000 Industrial Development Fund Utility Grant; a \$95,000 NC Department of Transportation Rail Access Grant; and \$1,475,000 from Chemtex.

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 a Community Development Block Grant for Economic Development grant to benefit Carolina Cellulosic Biofuels LLC.

Adopted April 6, 2015.

Billy C. Lockamy, 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, on October 8, 2014 Sampson County adopted the following 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

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

1. Sampson County's CDBG-ED Carolina Cellulosic Biofuels LLC Rail Spur project will use the above adopted policies and guidelines.
2. The attached Fair Housing Plan is adopted.
3. The attached CDBG Assessment Policy is adopted for the rail spur constructed in part using CDBG-ED grant funds.

Adopted April 6, 2015.

Billy C. Lockamy, Chairman

SEAL

Susan Holder, Clerk to the Board

Recipient's Plan to Further Fair Housing

Grantee: Sampson County

**Recipient's Address: 406 County Complex
Road, Building C, Clinton, NC 28328**

Contact Person: Skip Green

Contact Phone #: (919) 763-0925

Contact Email: s9351@nc.rr.com

TDD #: 1 – 800 – 735 –2962

I. Indicate if the Recipient will be affirmatively furthering fair housing for the first time or has implemented specific activities in the past.

First Time_____

Past Activities X

II. Identify and analyze obstacles to affirmatively furthering fair housing in recipient's community. (Use additional pages as necessary)

Without a local Association of Realtors there is no Multiple Listing Service within the county. This tends to limit the accessibility of potential homebuyers to the broadest market for housing within a selected price range. Additionally, although population and housing units are relatively evenly dispersed throughout the county, the rural character of the county makes it difficult to disseminate information pertaining to fair housing to the public or to monitor potential violations of fair housing laws.

III. Will the above activities apply to the total municipality or county?

Yes X No_____ **If no, provide an explanation.**
(Use additional pages as necessary)

IV. Briefly describe the quarterly activities that the recipient will undertake over the active period of the grant to affirmatively further fair housing in their community. A time schedule and estimated cost for implementation of these activities must be included. *Activities must be scheduled for implementation at least on a quarterly basis.* (Use attached table)

The County has established and adopted a Fair Housing Resolution and a Complaint Procedure that designates the County Manager as the official to receive complaints regarding housing discrimination.

An assessment of the Fair Housing Plan will be made during the 8th – Activity Quarter.

Grantee Name: Sampson County

Quarterly Fair Housing Activity	Months	Year	Estimated Cost	Actual Cost
<i>Example: Establish FH policy, Complaint Procedure</i>				
Advertise Fair Housing Complaint Procedure that includes State's TDD Number.	Jan-Mar.	2015	\$0	\$xxxx
Place fair housing brochure on County office public bulletin boards.	Apr.-June	2015	\$0	\$xxxx
Advertise Fair Housing brochure.	July-Sept	2015		
Distribute NCHFA information on its loan, lender and realtor programs to local realtors.	Oct-Dec.	2015	\$0	\$xxxx
Distribute NCHFA information on its loan, lender and realtor programs to local lending institutions.	Jan-Mar.	2016	\$0	\$xxxx
Place NCAFA information on County office public bulletin boards.	Apr.-June	2016	\$0	\$xxxx
Advertise NCAFA contact information for its loan, lender and realtor programs.	July-Sept	2016	\$0	\$xxxx
Assess Fair Housing plan to see how plan worked.	Oct-Dec.	2016	\$0	\$xxxx

V. Describe recipient's method of receiving and resolving housing discrimination complaints. This may be either a procedure currently being implemented or one to be implemented under this CDBG grant. Include a description of how the recipient informs the public about the complaint procedures. (Use additional pages as necessary)

- 1) Any person or persons wishing to file a complaint of housing discrimination in Sampson County may do so by **informing the County Manager** of the facts and circumstance of the alleged discriminatory acts or practice.
- 2) Upon receiving a housing discrimination complaint, the County Manager shall acknowledge the complaint within **10 days in writing** and inform the Division of Community Assistance and the North Carolina Human Relations Commission about the complaint.
- 3) The County Manager shall **offer assistance** to the Commission in the investigation and reconciliation of all housing discrimination complaints which are based on events occurring in the County.
- 4) The County Manager shall **publicize** in the local newspaper, with the TDD# (**1 – 800 – 735 –2962**) who is the local agency to contact with housing discrimination complaints.

Adopted April 6, 2015.

Billy C. Lockamy, Chairman

SEAL

Susan Holder, Clerk to the Board

COUNTY OF SAMPSON

**CAROLINA CELLULOSIC BIOFUELS LLC
CDBG-ED
PROJECT PUBLIC FACILITY ASSESSMENT POLICY**

The County of Sampson (County) is required, as a condition of receiving 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 rail spur 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 \$500 to connect to the County rail spur constructed to assist Carolina Cellulosic Biofuels LLC financed in part using CDBG-ED grant funds. This fee shall be paid in full prior to connection to the designated rail spur..
2. The assessment fee required in Section 1 shall not be imposed on any business that is owned 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.
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 Division Rural Development, NC Department of Commerce 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 April 6, 2015.

Billy C. Lockamy, Chairman

SEAL

Susan Holder, Clerk to the Board

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 2 (c)

	<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
Meeting Date:	April 6, 2015	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SUBJECT: Award of Bid - I-40/NC 403 Elevated Water Storage Tank

DEPARTMENT: Public Works

PUBLIC HEARING: No

CONTACT PERSON: Matthew West, Dewberry
Lee Cannady, Public Works Director

PURPOSE: To consider award of bid for the construction of the elevated water storage tank to serve the Enviva site

ATTACHMENTS: Bid Tabulation Sheet, Engineer Memo

BACKGROUND: Bids have been solicited for the construction of the elevated water tank to serve the Enviva plant and the I-40/N 403 intersection. After bidding the project two times, a total of two bids were received and opened at the second bid opening. The engineer has analyzed the bids and found them to be responsive; however both bids exceed the amount of the grant-funded project allocated for tank construction. Dewberry, on behalf of Sampson County, is negotiating with the apparent low bidder to value engineer the project to reduce the contract price. Potential value engineering items are included in the engineer's memorandum, and it is anticipated that such value engineering will bring the contract price within budget. A final recommended contract price will be provided prior to the meeting.

Dewberry recommends a tentative award of the contract to the low bidder, Caldwell Tanks, Inc., subject to the County receiving and executing grant agreements and the release of grant funds for the project.

RECOMMENDED ACTION OR MOTION: Motion to award the bid at the value engineered contract price, with noted contingencies



March 30, 2015

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

RE: Letter of Recommendation for Tentative Award
 Sampson County I40/NC 403 Elevated Water Storage Tank

Dear Mr. Causey:

Bids for the Sampson County I40/NC 403 Elevated Water Storage Tank were received on Thursday, March 26, 2015 at 2:00 pm following the second bid advertisement.

As stated in G.S. 143-132, three bids are required for construction or repair contracts subject to the formal bidding procedures. If three bids are not received after the first advertisement, the project must be re-advertised for at least the minimum time under the formal bidding statute. No bids were received after the first bid advertisement at the first bid opening held on Thursday, March 12, 2015 at 2:00 pm. The Sampson County I40/NC 403 Elevated Water Storage Tank project was re-advertised on Sunday, March 15, 2015.

A total of two bids were received and publicly opened and read aloud. No bidders were present for the bid opening. The bids were submitted by Caldwell Tanks, Inc. and Phoenix Fabricators and Erectors, Inc. Dewberry Engineers Inc. (Dewberry) has reviewed of the bids received for this project and it is our opinion that both Caldwell Tanks, Inc. and Phoenix Fabricators and Erectors, Inc. submitted responsive, responsible bids. A complete Bid Tabulation is enclosed for your information.

Caldwell Tanks, Inc.	\$1,391,000.00
Phoenix Fabricators and Erectors, Inc.	\$1,428.435.00

The I40/NC 403 Elevated Water Storage Tank (tank) is required to provide adequate fire protection storage for Enviva and to enable future development at the I40/NC 403 interchange. The tank will have a capacity of 500,000 gallons. The 12-inch water main to connect the tank to the existing Sampson County Water System will be bid in late spring or early summer 2015. Due to the longer construction duration of the tank, it was bid advance of the 12-inch water main.

This project (tank and 12-inch water main) is being funded by the Golden Leaf Foundation, the NC Department of Commerce Rural Economic Development Division, and the NC Department of Commerce Small Cities Community Development Block Grant – Economic Development (CDBG-ED). The total funding available from these three sources is \$1,837,500.00. The amount identified for the tank portion of the project (including a 10% construction contingency) is \$1,375,000.00. While the amount identified

for the tank portion of the project is not binding from the funding agencies standpoint, Dewberry recommends complying with it to maintain budget compliance for the 12-inch water main.

Dewberry, on behalf of Sampson County, is negotiating with Caldwell Tanks Inc. to value engineer the project where possible to reduce the contract price. Items being considered for value engineering are noted below:

1. Change the anchor bolts from stainless steel to carbon steel coated with the exterior coating system.
2. Change the exterior coating system from a Fluoropolymer to an Acrylic Polyurethane.
3. Remove the 8-inch compound water meter from the Contract.

Based on preliminary discussions with Caldwell Tanks, Inc. it is expected that the value engineering will likely reduce the contract price by at least \$22,000.00. A reduction of the bid price in the amount of \$22,000.00 submitted by Caldwell Tanks, Inc. would result in a contract price of \$1,369,000.00. A contract price of \$1,369,000.00 will bring contract within the amount identified for the tank portion of the contract (including a 10% construction contingency) of \$1,375,000.00. It is anticipated that Caldwell Tanks, Inc. will provide final pricing for these value engineering options by April 1, 2015. A final recommend value of the contract price will be provided prior to the April 6, 2015 meeting of the Sampson County Board of Commissioners.

Based on final results of the value engineering, Dewberry recommends a tentative award of this contract to Caldwell Tanks, Inc. be approved by the Sampson County Board of Commissioners. The tentative award should include the following conditions:

1. Sampson County receiving and executing Rural Economic Development Division, North Carolina Department of Commerce Small Cities Community Development Block Grant – Economic Development (CDBG-ED) and Economic Infrastructure Program (EIP) Grant Agreements, and;
2. Release of the CDBG-ED Funds.

After these conditions of the tentative award are met, Dewberry recommends that Sampson County issue a Notice of Award to Caldwell Tanks, Inc.

Should have you have any questions or comments, please call me at (919) 424-3770.

Sincerely,

Dewberry Engineers Inc.



Matthew B. West, P.E., LEED AP BD+C
Project Manager

Mr. Ed Causey
140/NC 403 Elevated Water Storage Tank
Letter of Recommendation for Tentative Award
March 30, 2015

Enclosures: Bid Tabulation

Cc: Lee Cannady, Sampson County
Mac Ellen Brown, Sampson County
Susan Holder, Sampson County
John Swope, Sampson County Economic Development Commission
Skip Green, Skip Green and Associates
Joel Starling, Daughtry, Woodard, Lawrence & Starling

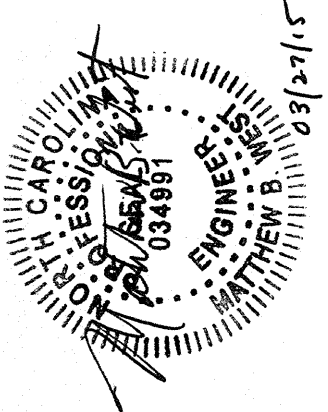
P:\50070814\Adm\Correspondence\Letters\2015.03.30 - Recommendation to Award Letter.docx

BID TABULATION OWNER: Sampson County, NC PROJECT: Sampson County I40/NC403 Elevated Water Storage Tank LOCATION: Sampson County Public Works, 827 SE Blvd., Clinton, NC 28328 DATE: March 26, 2015				Phoenix Fabricators and Erectors, Inc. 182 South CR 900 East Avon, IN 46123 317-271-7002	
				Caldwell Tanks, Inc. 4000 Tower Road Louisville, KY 40219 502-964-3361	
ITEM	DESCRIPTION	PAY UNIT	QUANTITY	UNIT PRICE	TOTAL
1.	Mobilization (less than 2% of total base bid)	1	JOB	\$ 27,000.00	\$ 27,000.00
2.	Lump sum Base Bid	1	LS	\$ 1,364,000.00	\$ 1,364,000.00
Total Base Bid Price					\$ 1,391,000.00

I hereby certify the above Bid Tabulation to be an accurate tabulation of the Bids received.

By: Matthew B. West
 Matthew B. West, PE

Dewberry Engineers Inc.
 2301 Rexwoods Drive, Suite 200
 Raleigh, NC 27607



**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 2 (d)

	<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment	
Meeting Date:	April 6, 2015	<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: Award of Bid – Medicaid Transportation Services

DEPARTMENT: Finance

PUBLIC HEARING: No

CONTACT PERSON: Juanita Brewington, Senior Finance Technician (contracting officer)
Joel Starling, County Attorney

PURPOSE: To consider award of the bid for Medicaid Transportation services (as of July 1, 2015)

ATTACHMENTS: Bids (3), Memoranda from Finance, DSS and County Attorney
Full Bid Packet Provided Separately Due to Size

BACKGROUND: At the Board’s meeting on January 5, 2015, staff presented options for renewal of the Medicaid Transportation services contracts which expire at the end of June 2015. At that meeting, the Board voted unanimously to bid out the contract for services, except for that small portion of services currently being provided by Sampson Area Transportation (they would continue providing these trips, which are primarily dialysis patients).

As the enclosed materials will reflect, the bid opportunity was advertised on February 25th and March 1st, with a scheduled bid opening on March 13, 2015. A bid conference was held for interested parties on March 6th, with four prospective vendors attending. The bids were opened on March 13th, and three bids were received and recorded.

Enclosed for your review is the bid tabulation sheet and an analysis of the bids by a DSS staff committee. Ms. Juanita Brewington, who serves as a contracting officer for the Finance Office, will recap the bid process, and County Attorney Joel Starling will confirm that all statutory requirements have been met with regard to the RFP format and the bid process, and that all received bids are responsive.

RECOMMENDED ACTION OR MOTION: Motion to award the bid to the lowest responsible bidder, as is typical in a formal bidding process

Memo

To: Ed Causey, County Manager
CC: David Clack, Finance Officer
From: Juanita Brewington, Senior Finance Technician
Date: March 26, 2015
Re: Medicaid Transportation Bid

In soliciting bids for Medicaid Transportation for the Department of Social Services, the formal bidding requirements were followed per North Carolina General Statute.

This bidding opportunity was advertised on February 25, 2015 and again on March 1, 2015 in the Sampson Independent giving the required seven full days lapse between the date the notice was advertised and the date of the bid opening. The advertisement gave notice that Sampson County would receive sealed bids until March 13, 2015 at 10:00am at the Sampson County Administration Building and that those sealed bids would be opened at that time.

The advertisement also gave notice that prospective bidders were encouraged to attend a pre-bid conference on March 6, 2015. There were a total of four (4) prospective bidders in attendance at the pre-bid conference.

The public opening of the sealed bids was held on March 13, 2015 at 10:00am as published. There were a total of three (3) bids received from prospective bidders. Attendance at the public opening included a total of ten (10) individuals, which included at least one representative from each of the bidders for which bids were received.

The bids were opened, publicly announced and recorded on the Bid Tally sheet which was copied and provided to the bidders per their request.

According to North Carolina General Statute formal bidding requirements require the contracts to be awarded by the governing board. In regard to standards and procedures for awarding the contract, the award shall be made to the "lowest responsible bidder, or bidders, taking into consideration quality, performance and the time specified in the proposals for the performance of the contract".

Bid Tally

Transportation of Medicaid Clients for Department of Social Services

Bid Opening: Friday, March 13, 2015 10:00am EST

Submitted By	Rate per Billable Mile	Notes
Enroute Transportation	\$ 1.54	* for each .05¢ increase over \$3.95 per gallon based on average daily price at Go Gas, Clinton. plus fuel surcharge .01¢ per mile *
Van Go Transportation	\$ 1.74	
Joss Transportation	\$ 1.75	

Witness: *[Signature]*

Witness: *Juanita Breuninger*

Witness: _____

Date: 3/13/15

Date: 3/13/15

Date: _____

Bid Opening Location: Sampson County Administration Building,
406 County Complex Road, Building C, Clinton, NC

SAMPSON COUNTY
DEPARTMENT OF SOCIAL SERVICES
CLINTON, NORTH CAROLINA 28329-1105

POST OFFICE BOX 1105
360 COUNTY COMPLEX ROAD, SUITE 100

Director
Sarah W. Bradshaw

TELE: (910) 592-7131
FAX: (910) 592-4297

MEMO

To: Ed Causey

David Clack

From: Hurmean Beach *HB*

Sarah Bradshaw *SB*

Date: March 20, 2015

Re: Non-Emergency Medicaid Transportation (NEMT)

Our Medicaid and Program Evaluation staff have reviewed the three bids received for Non-Emergency Medicaid Transportation Services for the period of July 1, 2015-June 30, 2016. Attached is the report and recommendations they have forwarded to myself and Ms. Beach.

Ms. Beach, as contract manager for DSS, and I have considered all information. On behalf of DSS, we concur with the report as received and we join the program and evaluation staff in making the following recommendations concerning NEMT Services for the period stated above:

- 1) Enter a contract with Enroute Transportation Services, Inc if a legal/county review confirms our collective opinion that this company has placed the lowest responsible bid.
- 2) Consider continuation of a Special Contract with Sampson Area Transportation for NEMT Services to dialysis patients as/if they have the capacity to provide such services at a lower rate.

Additionally, as we have shared in the past and per a change in policy as received from our State Office, any Assisted Living Facility that wishes to receive Medicaid reimbursement for any transportation they provide for their own residents must enter a contract with DSS before being reimbursed. To date, one facility has inquired and we have forwarded information to them. As of this time, they, nor any other facility have officially filed a request to contract with us. We will notify County Administration at any point in which DSS receives a firm request to contract for these services for their residents.

As requested, we are available to discuss/give further consideration to any of the above information.

SAMPSON COUNTY
DEPARTMENT OF SOCIAL SERVICES
CLINTON, NORTH CAROLINA 28329-1105

PO BOX 1105
360 COUNTY COMPLEX RD; SUITE 100

Director
Sarah W. Bradshaw

TELE: (910) 592-7131
FAX: (910) 592-4297

March 17, 2015


To: Sarah W. Bradshaw, Director

Hurmean Beach, DSS Contract Manager

From: Gina Hamilton^{GH}, Income Maintenance Program Administrator

Kari Phillips^{KP}, Medicaid Transportation Supervisor

Erma Thornton^{ext}, Program Evaluation Manager

Arrida Johnson, Program Evaluator I 

Re: Medicaid Transportation Bids for Contract Period July 1, 2015 – June 30, 2017

We have reviewed the three bids placed on March 13, 2015 for Medicaid Transportation Services: Enroute Transportation Services, Inc., Van Go Transportation Services, Inc. and Joss Transport. Please find the attached comparison chart and summaries. While this chart is not all-inclusive to all areas of Safety and Risk Management requirements, the vendor awarded this contract would have to meet all Safety and Risk Management Requirements, and all other contract requirements (as addressed within the contract) prior to any Medicaid Transportation trip referrals being forwarded to them.

Based upon our review, we believe the following positions Enroute Transportation Services, Inc. as the lowest, responsible bidder:

* Potential fuel surcharge added to rate per unit is anticipated to remain lower than expenses related to next lowest bid

(Based upon Enroute Transportation Services, Inc.'s fuel surcharge, as specified in their proposal, gas prices would have to reach \$4.95 per gallon effective July 1, 2015 and remain at that rate for the full 24-month period of the new contract in order for their bid not to be considered as lowest received. We do not anticipate this happening.)

* Years of experience providing Medicaid Transportation Services to Sampson County citizens

* Ability to meet all contract requirements by start of contract period

Our recommendations are as follows:

1) DSS forward to County Administration a request to complete a legal review to confirm the lowest, responsible bidder

2) If Enroute's bid is confirmed as "lowest responsible", present the Board of Commissioners with a request to award a Medicaid Transportation Contract to Enroute Transportation Services, Inc. for the period of July 1, 2015 to June 30, 2017.

3) Consider continuation of a "Special Contract" with Sampson Area Transportation for Medicaid Transportation Services for dialysis patients as/if they have the capacity to provide such services at a lower rate.

VAN GO TRANSPORTATION, INC.			
Rate Per Unit/Mile	Office In Sampson Co.	Adequate Liability Insurance	Number of Vehicles In Fleet
\$1.74, no fuel surcharge	Yes, 607 Warsaw Rd. Clinton, NC	Yes, \$1.5 Million	16
			Years In Business 2

JOSS TRANSPORT SERVICES			
Rate Per Unit/Mile	Office In Sampson Co.	Adequate Liability Insurance	Number of Vehicles In Fleet
\$1.75, no fuel surcharge	No, but would establish an office in Clinton, if awarded the contract	No, \$100,000., \$300,000., \$50,000.	4
			Years In Business 3

ENROUTE TRANSPORTATION SERVICES, INC.			
Rate Per Unit/Mile	Office In Sampson Co.	Adequate Liability Insurance	Number of Vehicles In Fleet
\$1.54, and a \$.01 fuel surcharge for each \$.05 per gallon over \$3.95 per gallon, based on the average daily price at GO Gas-Clinton	Yes, 1888 Hobbton Hwy. Clinton, NC	No, but would obtain liability insurance to meet or exceed the \$1.5 million limit, if awarded the contract	14
			Years In Business 19

Rate Per Unit

Based on the bid information, **Enroute Transportation Services, Inc.** has the lowest bid of **\$1.54 per unit** with a fuel surcharge. In order for **Enroute Transportation** to reach the second lowest bidder's (**Van Go Transportation, Inc.**) price of **\$1.74 per unit** and the third bidder's (**Joss Transport Services**) price of **\$1.75 per unit**, gas would have to reach \$4.95 per gallon.

Office Located In Sampson County

Both **Van Go Transportation Services, Inc.** and **Enroute Transportation Services, Inc.** have established offices in Clinton, N.C.

Joss Transport Services does not have an office in Sampson County, but states they would establish an office in Clinton, if awarded the contract.

Fleet of Vehicles

Van Go Transportation Services, Inc. currently has sixteen (16) vehicles in service. Six (6) vehicles are handicap accessible, five (5) conversion vans that are wheelchair accessible, and one (1) van with a wheelchair lift.

Enroute Transportation Services Inc. has a fleet of fourteen (14) vehicles, but states on their Contract Data Sheet, they will be upgrading a number of their current fleet.

Joss Transport Services has a fleet of four (4) cars, but states on their Contract Data Sheet, they will be adding to their fleet as needed.

Based on the above information, it appears that both **Van Go Transportation Services, Inc.** and **Enroute Transportation Services, Inc.** have adequate fleets.

If **Joss Transport** were awarded the contract they will need to add ten (10) plus vehicles to their fleet with some of them being handicap accessible, with at least one (1) to two (2) of the handicap accessible having wheelchair lifts.

Liability Insurance Coverage

Van Go Transportation Services, Inc., the current contracted vendor for Medicaid Transportation has adequate liability coverage of \$1.5 million dollars for vehicles with a seating capacity of less than sixteen (16), which is the minimum required by the North Carolina Utilities Commission.

Enroute Transportation Services Inc. does not currently have a liability policy in effect for their fleet, but states on their Contract Data Sheet, that effective July 1 they will meet or exceed the limits required.

Joss Transport currently has \$100,000, \$300,000, \$50,000 coverage which does not meet the minimum liability requirements of \$1.5 million dollars and does not address increasing their coverage if awarded the contract.

Years In Transportation Business

Van Go Transportation, Inc. - 2 years

Enroute Transportation Services, Inc. – 19 years

Joss Transport – 3 Years

MEMORANDUM

TO: Sampson County Board of Commissioners
FROM: W. Joel Starling, Jr., County Attorney
DATE: April 1, 2015
RE: Review of Medicaid Transportation Bid Process

I. INTRODUCTION

The current Medicaid transportation contract between Sampson County (the “County”) and Van-Go Transportation, Inc. (“Van-Go”) will expire on June 30, 2015. At its January 2015 regular meeting, the Board of Commissioners (“Board”) voted to award the next Medicaid transportation contract, which will take effect July 1, 2015, using a competitive sealed bid process.¹ On February 25, 2015 and March 1, 2015, the County caused an Advertisement for Bids to be published in the Sampson Independent notifying prospective bidders that the County would receive sealed bids at the County Administration Building on March 13, 2015 at 10:00 a.m. and inviting prospective bidders to attend a pre-bid conference on March 6, 2015. Three bidders submitted sealed bids on or before the March 13, 2015 bid opening: Van-Go, Enroute Transportation Services, Inc. (“Enroute”) and Joss Transportation (“Joss”). Van-Go placed a bid of \$1.74 per billable² mile; Joss placed a bid of \$1.75 per billable mile; and Enroute placed a bid of \$1.54 per billable mile, plus a fuel surcharge of \$0.01 per mile for every \$0.05 increase over a gas price of \$3.95 per gallon.³

II. REVIEW OF THE BIDDING PROCESS

The County opted to voluntarily follow (and in some instances even exceed) relevant⁴ portions of the statutory requirements for bidding construction or repair work of \$500,000.00 or greater and the purchase of apparatus, supplies, materials or equipment of \$90,000 or greater. *See* N.C. Gen. Stat. § 143-129. This statutory bid process requires that the State’s political subdivisions invite proposals by advertisement in a newspaper having general circulation in the political subdivision at least seven full days between the date of the advertisement and the date of the opening of bids. N.C. Gen. Stat. § 143-129(b). The advertisement must state the time and place where “plans and specifications of proposed work . . .”⁵ may be had, state the time and

¹ Please note that although the Board opted to use a competitive bidding process, the County was not required to do so given that the Medicaid transportation contract is a services contract and is not subject to statutory bidding requirements.

² The bid documents clarify that the County will only pay for mileage that is eligible for reimbursement by Medicaid. The Medicaid Manual excludes, *e.g.*, miles travelled from a transportation vendor’s office to the site where an eligible beneficiary resides.

³ The gas price would be determined based upon the average daily price of gasoline at Go-Gas in Clinton, N.C.

⁴ *E.g.*, the Board did not expressly require that a bidder furnish bond, given the fact that that provision of the statute applies only construction and repair work.

⁵ Keep in mind that the statute is meant to address large construction projects and the purchase of equipment, etc.

place for the opening of the proposals and reserve to the governing board the right to reject any or all proposals.

In the present case, the County advertised the Medicaid transportation contract on two separate occasions, both of which fell more than seven full calendar days before the scheduled bid opening, and conducted a pre-bid conference on March 6, 2015. The advertisement advised prospective bidders that they could obtain instructions for obtaining bid packets and complete specifications from David Clack at the County Administrative Building, stated that bids would be opened at 10:00 a.m. on March 13, 2015 in the Board Room of the County Administrative Building, and stated that the Board reserved the right to accept or reject any part of any bid and to award contracts in part or complete. This process was more than adequate to ensure that the Medicaid transportation contract was bid in a fair and open manner and conforms with prior practice in awarding the Medicaid transportation contract.

III. LOWEST RESPONSIBLE BIDDER

While the statutory bidding procedures set forth in Chapter 143 of the North Carolina General Statutes do not apply to service contracts, Professor Frayda Bluestein of the School of Government has noted that “[m]any local governments have policies that require them to conduct bidding procedures for contracts that are not subject to mandatory bidding requirements, and some may do so on a case-by-case basis by local discretion . . . [w]hile establishment of local procedures is not legally mandated, failure to comply with established local procedures may invalidate the resulting contract. Frayda S. Bluestein, *An Overview of Contract Bidding Requirements for North Carolina Local Governments* 4 (2007). In the present case, the Board voted to follow relevant statutory bidding procedures and award the bid to the “lowest responsible bidder” as that term is defined by statute and case law. North Carolina General Statutes § 143-129(b) provides, in pertinent part, that “the board or governing body shall award the contract to the lowest responsible bidder or bidders, taking into consideration quality [and] performance.” The term “responsible” has been interpreted to imply “skill, judgment and integrity necessary to the faithful performance of the contract, as well as sufficient financial resources and ability.” Bluestein, *supra*, at 9 (quoting *Kinsey Contracting Co. v. City of Fayetteville*, 106 N.C. App. 383, 385, 416 S.E.2d 607, 609 (1992)). In other words, the Board is allowed, even under the formal statutory bidding procedures, to consider factors other than the price per billable mile proposed by each of the respective bidders.

This lowest responsible bidder analysis is somewhat complicated by the inclusion of a fuel surcharge by one of the bidders that is subject to change based upon a rise in fuel prices in the future. Staff have reviewed the issue of the fuel surcharge and have concluded that gas prices would have to reach \$4.95 per gallon effective July 1, 2015 and remain at that price for the entire two-year term of the Medicaid transportation contract in order for Enroute’s bid not to be

deemed the lowest bid received. However, it is impossible to know with absolute certainty how the surcharge that has been bid by Enroute would ultimately play out over the life of the contract. The North Carolina Court of Appeals has held that bids must be “responsive” (*i.e.*, substantially meet the requirements of the specifications and laws applicable to the contract) and that, although a local government may waive “minor deviations” in a bid, they may not waive material variations (*i.e.*, variations which, if waived, would give the bidder an unfair advantage). *Id.* at 8 (citing *Professional Food Services Management, Inc. v. North Carolina Dep’t of Admin.*, 109 N.C. App. 265, 269, 426 S.E.2d 447, 450 (1993)). Although the Vendor Agreement provided with the bid package contains a single space for a per mile amount, it is difficult to say whether the inclusion of additional information by Enroute can be said to be a “material” variation, especially given the fact that the bid package does not expressly prohibit inclusion of a fuel surcharge in a bid. Furthermore, it is important to note that at least one previous Medicaid transportation contract between the County and Enroute included a fuel surcharge similar to the surcharge bid by Enroute on this occasion.

Simply put, the question of whether a bid is “responsive” is subject to interpretation and hinges primarily on whether the bidder will have had an unfair advantage over other bidders if the unit of local government deems the deviation minor and waives it. Courts in other jurisdictions have identified several circumstances where waiver of a defect is inappropriate:

1. The defect allows the bidder to save money by failing to meet a specification;
2. The defect allows the bidder to save time;
3. The defect gives the bidder the legal ability to back out (e.g., when a bid is not signed);
4. The defect gives the bidder an opportunity to improve the bid.
5. A waiver of the defect would create the potential for collusion or abuse of the competitive bidding process.

See Frayda S. Bluestein, *Understanding The Responsiveness Requirement in Competitive Bidding*, 102 LOCAL GOVERNMENT LAW BULLETIN 6-7(2002).

IV. MEDICAID TRANSPORTATION MANUAL

The Board should also give some consideration to the Medicaid Transportation Manual (“Manual”) itself, which was included in the bid materials. The Manual dictates how counties are to comply with the requirement that they (in their administration of State Medicaid funds) ensure necessary transportation to qualifying Medicaid beneficiaries. Section VIII.C.1 of the Manual provides that “[t]he method of transportation arranged for by the beneficiary must be the least expensive means suitable to the needs of the beneficiary. Section II of the Manual defines “least expensive means” as the “[m]ost cost effective mode of transportation.” Finally, Section

X.F.4 of the Manual states that counties may not request reimbursement for “[p]rivate or public vendor costs which are higher than appropriate when less expensive means of transportation are available.” In a February 11, 2014 Advisory Letter, the Attorney General’s Office took the position that this language merely means that a county cannot use a more expensive mode of transportation (*e.g.*, an ambulance) when a less expensive means of transportation exists (*e.g.*, paying a relative a gas voucher to drive the Medicaid beneficiary to his or her medical appointment). It should be noted, however, that the County has never received a satisfactory response from the Federal Department of Health and Human Services, the agency ultimately responsible for administering Medicaid, indicating that they share this position. Furthermore, one could make an argument that selecting a bidder that was higher than other responsible bids submitted amounts to a “[p]rivate . . . vendor costs which [is] higher than appropriate”

V. CONCLUSION

Ultimately, the Sampson County Department of Social Services has recommended that Enroute receive the Medicaid transportation contract and that the Board consider continuing a separate contract with Sampson Area Transportation (SAT) for dialysis patients provided that they have the capacity to provide this service at a lower rate than the other three bidders. With respect to the recommendation that Enroute receive the primary Medicaid transportation contract the Board has a number of options:

1. The Board can, based upon the fact that gasoline would have to climb to \$4.95 a gallon and remain there for a period of two years in order to render Enroute not the lowest bidder, award the Medicaid transportation to Enroute.
2. The Board can conclude that Enroute’s bid is not “responsive” and award the contract to one of the other bidders. I would caution against this, however, given the unsettled nature of when a bid is not “responsive” and given the bid package.
3. The Board can award the contract to multiple providers, giving primary, secondary, etc., status to other bidders on the condition that secondary vendors would provide services only when the primary vendor was unable to do so (a system we have tried in the past).
4. The Board can, by virtue of the language in the Advertisement for Bids reserving the right to accept or reject any part (all or none) of any bid”, reject the bids and request that new bids be submitted containing only a flat per mile fee without the inclusion of a fuel surcharge.

**State of North Carolina
Division of Social Services
Vendor Agreement**

1. This agreement is hereby entered into between the Department and the Provider, identified on Attachment A, and hereby made a part of the agreement for the purchase of specific services as described therein.
2. This agreement shall be in effect from and to the dates specified on Attachment A. The agreement shall remain in effect subject to the availability of funds for the provision of services, continued compliance by the provider with applicable standards for the stated service(s), and/or other terms of the agreement as stated herein.
3. The Department agrees to:
 - a. Determine eligibility of individuals for the service(s) in accordance with Federal and State regulations;
 - b. Refer all eligible individuals to Provider confirming services to be provided and the period of time for which services are authorized;
 - c. Pay the Provider for services delivered to eligible individuals under the terms of this agreement at the rate specified in Attachment A;
 - d. Keep the provider informed of all applicable Federal and State laws, regulations, policies and standards governing the service program to which the Provider must adhere and of any alterations to these;
 - e. Accept fiscal responsibility for deviations from the terms of this Contract as a result of acts of the Department or any of its officers, employees, agents or representatives;
 - f. Monitor and review periodically all Provider records and equipment (as required) to ensure that all contract requirements are met; and
 - g. Implement and adhere to current NC Department of Health and Human Services Aged, Blind and Disabled Medicaid Manual Section MA-2910 Medicaid Transportation as posted at <http://info.dhhs.state.nc.us/olm/manuals/dma/abd/man/MA2910.htm#TopOfPage> and all current county defined policies in addition to Federal and State policies.
4. The Provider agrees to:
 - a. Provide the service(s) stipulated in this agreement as described in Attachment A and in accordance with applicable standards for the service(s);
 - b. Furnish financial and program data as required to document the basis for the reimbursement rate and to document that applicable standards have been met;
 - c. Keep confidential any information about a client which is shared by the Department or the client. Such information shall be shared only among Department and Provider staff who need to know in order to coordinate, manage, or deliver services to the client;
 - d. Comply with all State licensing standards, all applicable accrediting standards and any other standards or criteria established by the Division of Social Services to assure quality of services;
 - e. Comply with the terms of Section 504 of the Rehabilitation Act of 1973 and all requirements imposed by or pursuant to the regulations issued pursuant to that Section and the provisions of the Americans with Disabilities Act of 1990, which prohibit discrimination against handicapped persons in employment and in the operation of programs and activities receiving Federal funds;
 - f. Comply with Title VI and VII of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued pursuant to that Title;
 - g. Maintain appropriate program records, client case files which document the provision of the agreed upon service(s); and maintain a valid authorization for services for each client determined to be eligible by the Department and authorized by the Department for service(s) provided under this agreement;
 - h. Accept fiscal responsibility for deviations from the terms of this agreement as a result of acts of the Provider or any of its officers, employees, agents, or representatives; and

**State of North Carolina
Division of Social Services
Vendor Agreement**

- i. Adhere to current NC Department of Health and Human Services Aged, Blind and Disabled Medicaid Manual Section MA-2910 Medicaid Transportation as posted at <http://info.dhhs.state.nc.us/olm/manuals/dma/abd/man/MA2910.htm#TopOfPage> and all current county defined policies in addition to Federal and State policies.
5. Each party hereto agrees to be responsible for its own liabilities and that of its officers, employees, agents or representatives arising out of this agreement.
6. The Provider agrees to retain all books, records and other documents relevant to this agreement for three years after final payment or until all audits continued beyond this period are completed. Federal auditors and any persons authorized by the Division of Social Services or the Department shall have the right to examine any of these materials. In the event the Provider dissolves or otherwise goes out of existence, records produced under this agreement will be turned over to the Department.
7. This agreement may be amended or terminated upon mutual agreement of both parties; or terminated by either party upon thirty (30) days prior notice in writing to the other party, except that violation of State law or of established standards concerning provision of the service(s) may result in termination of the agreement without thirty (30) days prior notice. In the event reimbursement to the Department is not available and/or continued at a level sufficient to allow for the continuation of this agreement, the agreement shall be terminated immediately upon receipt of a notice of termination from the Department. The Department will pay the Provider the agreed upon amount under the terms of this agreement up to the effective date of the termination.
8. This agreement has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

ATTEST:

County: _____

Title: _____

Signature: _____

Date: _____

PROVIDER

DEPARTMENT

Enroute Transportation Services, Inc.

By: *Ricky P. Moore*

Title: *President*

Date: *3-12-15*

By: _____

Title: _____

Date: _____

I. Contract Summary

ATTACHMENT A

- A. This agreement is between the Sampson County Department of Social Services (heretofore and hereinafter referred to as the "Department") and the _____ (heretofore and hereinafter referred to as the "Provider").
- B. This agreement shall be in effect from July 1, 2015 to June 30, 2018, with Contract requiring signature each year.
- C. Services to be Provided:

(1) Service	(2) Service Code	(3) Number of Persons Served		(4) Number of Miles of Service **	(5) Definition of Unit of Service
TITLE XIX TRANSPORTATION	250	Annually Persons 3,636	Annually Trips 26,760	600,000	<u>1.54</u> * per mile
** Number of Miles of Service represents billable units of service. All numbers are simply estimates based on past experience.					
Sampson County will not pay any costs not reimbursed by Medicaid. These costs include to empty miles see page 48, no shows see page 5, or driver wait time. Review bid package for additional details.					

Any additional services should be listed in III. – Service Program Description

- D. Area to be Served: Sampson County, Chapel Hill, Dunn, Durham, Fayetteville, Goldsboro, Raleigh, Wilmington and other service areas in North Carolina.

* Plus Fuel surcharge of \$.01 per mile for each \$.05 increase over \$ 3.95 per gallon (based on average daily price at Go Gas-Clinton.

Example: Daily price average of \$4.08 per gallon would result in a \$.02 per mile increase for that month.

I. Contract Summary

E. Contract Identification:

1. Provider

- a. Name of Contract Administrator Ricky N. Moore
Telephone Number 910-590-9984 (C) 910-592-9248 (O)
- b. Name of Program Contact Person Ricky N. Moore
Telephone Number 910-590-9984 (C) 910-592-9248 (O)
- c. Program Name, Location and Mailing Address
Transportation of Medicaid Clients for Social Services
N/A
- d. Additional Service Delivery Sites N/A
- e. Status Public Private, non-profit
 Private, for profit Individual
- f. Provider Contract ID # N/A Federal Tax ID # 56-2032927
Provider's Fiscal Year Jan. 1 through Dec. 31

2. County Department of Social Services

- a. Name of Contract Administrator Sarah W. Bradshaw
Telephone Number 910-592-7131
- b. Name of Services Program Contact Person: Gina Hamilton
Telephone Number 910-592-7131
- c. Address of County Department of Social Services
Sampson County Dept. of Social Services, P.O. Box 1105, Clinton, NC 28329

N/A
Per Gina
Hamilton
3-12-15

II. Fiscal Provisions

A. Amount of Reimbursement

Reimbursement under the terms of this agreement will be limited to a maximum of
\$ _____ SSBG, CFDA no. 93.667 \$ _____ IV-B, CFDA No. 93.645
\$ _____ Fed. JOBS, CFDA No. 93.645 \$ _____ Other (identify) _____
\$ _____ State \$ _____ County
\$ _____ Total

B. Maintenance of Effort

- 1. N/A
- 2. The provider certifies that the funds to be used under this contract do not replace or supplant in any way, Federal, State or local funds for already existing services.

C. Method of Reimbursement

1. For Purchase Contract (DSS-2497) Total and Unit Cost

- a. Reimbursement will be made in accordance with the current budget approved by the Department and on file with both parties. The amount of reimbursement will be based on allowable expenditures made in behalf of eligible clients, determined in accordance with acceptable cost allocation methods. The Provider will report all expenditures made under the terms of the contract.
- b. Reimbursement will be made at a unit cost of \$1.54 ^{*(see page 1)} per unit of reimbursement delivered to eligible clients for an estimated number of 600,000 units. The Provider will document total expenditures made under the terms of the contract to the Department within thirty days after the termination of this contract, or as instructed by the Department. Reimbursement which exceeds actual allowable cost will be adjusted to actual allowable costs.

2. For Vendor Agreements (DSS-2252) Fixed Rate

Reimbursement will be based on (check either a. OR b.)

- a. a standard fixed rate or standard charge
- b. an individual fixed rate

Complete:

- c. Reimbursement will be made at a fixed rate of \$1.54 ^{*(see Page 1)} per unit of reimbursement defined as mile for an estimated number of 600,000 ^{+/-} units. Reimbursement will be based on the actual number of units delivered whether over or under the estimated number. If multiple components are being purchased, additional rates and units can be identified as follows:

II. Fiscal Provisions

D. Reimbursement Reporting

1. Expenditures

The Provider will report expenditures monthly in accordance with policy set forth by the DSS Fiscal Office, Division of Social Services, issued via the Fiscal Manual. Due to Federal and State reimbursements not being allowed for expenses incurred by a provider for no-shows, the department cannot accept billings to reimburse for no-show expenses. Expenditures should be reported on the DSS Administrative Costs Report (Form DSS-1571, Part III) in accordance with the budget or specified rate up to the maximum amount of reimbursement specified in this document. Reports are to be submitted to the Department by the fifth working day of the month following the month in which services were delivered. The Department will reimburse the Provider monthly, upon receipt of a complete and correctly filed report.

2. Reporting for the Statewide Services Information System (SIS)

In addition to the Administrative Cost Report (DSS-1571, Part III), the Provider will submit to the Department the Monthly Report of Service Delivery (DSS Form 1571, part IV). This should be submitted along with the Administrative Cost Report by the fifth working day of the month following the month in which services were delivered. The units reported in Column 12 of the 1571 Part IV are the units of service defined in Column 5 of I.C. of this Attachment. Service definitions and reporting instructions are found in Family Services Manual, Volume VI, Chapter IV.

E. Audit Requirements

Check either 1 or 2

1. Purchase of Service Contract

The Department has determined this contract to be a purchase of goods or services and is not subject to G.S. 143-6.1 and thus an audit is not required for this contract.

2. Financial Assistance Contract

Each corporation, organization and institution that receives, uses or expends any state funds shall use or expend the funds only for the purposes for which they are appropriated by the General Assembly or collected by the State. State funds include federal funds that flow through the State. If the Provider is a governmental entity, such entity is subject to the requirements of OMB Circular A-133 and the N.C. Single Audit Implementation Act of 1987. If the Provider is a nongovernmental entity, such entity is subject to the provisions of G.S. 143-6.1. Additionally, any nongovernmental entity except a for-profit corporation is subject to the provisions of OMB Circular A-133.

A Provider that receives, uses, or expends between fifteen thousand dollars (\$15,000) and three hundred thousand dollars (\$300,000) in state funds annually, except when the funds are for the purchase of goods or services, must file annually with the Department that disbursed the funds a sworn accounting of receipts and expenditures of the state funds. This accounting format shall be in the form prescribed by the State Auditor and

II. Fiscal Provisions

must be attested to by the treasurer of the Provider and one other authorizing officer of the Provider. The accounting must be filed within six (6) months after the end of the Provider's fiscal year in which the state funds were received. For purposes of the required report, the Provider's fiscal year is used in determining the amount received, used, or expended.

A Provider that receives, uses, or expends state funds in the amount of three hundred thousand dollars (\$300,000) or more annually, except when the funds are for the purchase of goods or services, must file annually with the State Auditor and the Department a financial statement in the form and on the schedule prescribed by the State Auditor. The financial statement must be audited in accordance with standards prescribed by the State Auditor to assure that state funds are used for the purposes provided by law. Providers (except nongovernmental for-profit corporations) that expend three hundred thousand dollars (\$300,000) or more in federal funds for the fiscal year must have an audit conducted in accordance with the provision of OMB Circular A-133. An audit performed in accordance with OMB Circular A-133 will satisfy the reporting requirements identified in G.S. 143-6.1. AUDIT REPORTS SHOULD BE FILED WITH THE STATE AUDITOR AND THE DEPARTMENT'S FISCAL OFFICE WITHIN 30 DAYS AFTER ISSUANCE BY THE AUDITOR BUT NO LATER THAN NINE MONTHS AFTER THE PROVIDER'S FISCAL YEAR.

The State Auditor has audit oversight of every Provider that receives, uses or expends state funds. Such a Provider must, upon request, furnish to the State Auditor for audit all books, records, and other information necessary for the State Auditor to account fully for the use and expenditure of state funds. The Provider must furnish any additional financial or budgetary information requested by the State Auditor.

If the Provider disburses or transfers any state funds to other organizations, except for the purchase of goods or services, the Provider shall require such organizations to file with it similar reports and statements as required by G.S. 143-6.1 and the applicable prescribed requirements of the Office of the State Auditor's Audit Advisory #2 including its attachments. If the Provider disburses or transfers any pass-through federal funds received by the State to other organizations, the Provider shall require such organizations to comply with the applicable requirements of OMB Circular A-133.

F. Cost Sharing Revenues for Service

1. The service(s) under contract with the Provider are services for which cost sharing requirement do not apply.

II. Fiscal Provisions

- 2. The services(s) under contract with the Provider are services for which cost sharing requirements do apply. Policy regarding the assessment and collection of cost sharing revenues is contained in Family Services Manual, Volume VI, Chapter III. If a client is subject to cost sharing, the department will inform the Provider of the amount to be collected and of any subsequent changes. The County Department of Social Services will establish policies and procedures to guide the Providers collection of cost sharing revenues at least quarterly. The Provider must document that reasonable efforts have been made to collect this amount at least quarterly from those clients who agreed to the cost sharing amount. No other cost sharing amounts other than those identified by the county may be charged to the client. Cost sharing revenues are to be reported on the Monthly Report of Service Delivery Form (DSS-1571, Part IV).
- 3. The services(s) under contract with the Provider are services for which cost sharing requirements do apply. Policy regarding the assessment and collection of cost sharing revenues is contained in Family Services Manual, Volume VI, Chapter III. If a client is subject to cost sharing, the County Department of Social Services will be responsible for collecting and accounting for revenue. Cost sharing revenues are to be reported on the Monthly Report of Service Delivery Form (DSS-1571, part IV).

G. Management of the Funding/Matching Share Requirement

- 1. A cash transfer of the matching share will be made to the Department in accordance with the terms specified in the Donation Agreement (DSS-1571, Part IV).
- 2. The Provider certifies through the contract budget attached to this contract that the matching share is available. Further, it is agreed that the Provider will report all program costs incurred each month relating to the contract on the DSS-1571. However, reimbursement will be limited to the Federal/State financial participation rate.
- 3. The Department is providing the match.

H. Provider Fees (For Purchase Contracts Only)

- 1. The Provider agrees to pay the Department/Division up to \$_____ Administrative Fee as payment in full for the administration of the contract. The amount of the fee is five percent of the matching share contributed by the Provider.
- 2. The Provider agrees to pay the Department/Division up to \$_____ Certification Fee as payment in full for the determination and certification of client eligibility. The amount of the fee is five percent of the matching share contributed by the Provider.

Monitoring and Certification Fees, when applicable, will be deducted from the amount to be reimbursed.

III. Service Program Description

To provide Medical transportation to fully eligible clients certified for Medicaid.

Providers will ensure that only services and stops will be provided as specifically specified on the transportation referral.

Providers will assure that the driver(s), operating the vehicle for the service which is being provided, is at least 18 years of age and holds a valid operator's license issued by the North Carolina Division of Motor Vehicles appropriate to the vehicle(s) which will be used to transport clients in accordance with the General Statutes of North Carolina.

Providers must have liability and comprehensive insurance coverage no less than the minimum required for common carrier – passenger vehicles by the North Carolina Utilities Commission for each vehicle used to transport clients of the Department. A copy of the Certificate of Insurance must be submitted to the Department of Social Services on an annual basis. All insurance claims or inquiries will be handled directly through the Provider.

If commercial vehicles (16 passengers or more) are used to provide client transportation services, the vendor must provide a copy of the private contractor's Certificate of Insurance documenting that the DSS Director or designee is an "Additional Insurer".

Providers will maintain the vehicles used to provide this service in a safe and operable condition. Operable condition includes properly working heating and air. All vehicles must be furnished with phones or radios for emergency situations. Vehicles transporting Department clients, all federal and state requirements must be followed concerning child restraints. Further, Providers shall comply with all applicable laws, ordinances, codes, rules, and regulations in performing the service called for in this agreement. This includes respecting the confidentiality rights of the Department's clients and providing the service in compliance with Title VI and VII of the Civil Rights Act of 1964. No recipient of the services under this agreement shall be discriminated against on the basis of race, color, creed, national origin, age, ethnic background, or sex. Providers must ensure that effective bilingual/interpreter services and/or telephone language lines are provided to serve the needs of the limited English speaking clients.

Providers must maintain an adequate fleet of vehicles to accommodate the needs of the Department. As the demand for utilization increases, the fleet must increase proportionately.

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

III. Service Program Description

All books and records maintained by Providers pertaining to the agreement will be open and made available to the Department if requested during normal business hours and upon reasonable notice for the purpose of the inspection and audit. State and/or Federal requirements for inspections/audits must also be met.

When possible, the Department will make specific written referrals to Providers by 5:00pm up to three (3) work days in advance of the date of all scheduled trips. It is the responsibility of Providers to pick up all referrals from the Department of Social Services by 5:00pm each day. The referral will include the name of the client, date of requested service, destination, appointment time, directions to client's home (address and telephone number), and any special needs (i.e. attendant to be transported with client).

Providers must maintain an adequate fleet of vehicles and staff to ensure clients are not subjected to excessive wait times (even if this requires additional trips). Once the contract is awarded, the Department and the Provider will meet to establish a reasonable wait time.

Providers must assure all special transports, such as oncology and dialysis patients, are picked up no later than thirty (30) minutes from completion of their medical visit.

The Department will arrange for an attendant to assist the client when deemed medically necessary by a physician. At other times, Providers are required to provide minimal assistance to clients, when needed.

Providers must use proper judgment in meeting the needs of clients being transported. Although frequent stops are not acceptable, the request to stop at a restroom is acceptable.

Providers will meet monthly, for the first three months of the contract, with the Department to discuss and resolve any issues between either party. At the end of this period, Providers and the Department will meet at least once every two months.

ATTACHMENT B

CONTRACTOR DATA SHEET

- 1. Name of Firm: Enroute Transportation Services, Inc.
- 2. Address of Firm: P.O. 1571, 1888 Hobpton Hwy
City: Clinton State: N.C Zip Code: 28328

3. If business not established in Sampson County at present, where would the Sampson County location be if awarded bid?

4. Number of years firm has been in business: 19

5. Ownership of firm: Identify those who own five (5) % or more of the firm*:

<u>Ricky N. Moore</u>	<u>19</u>	<u>100%</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

*Please give names, years of ownership and ownership percentage.

6. Name of Bonding Company (if any): _____
Bond Limit: _____

7. Name of Insurance Carrier: Insurance not in place yet. will be in place July 1.
Coverage limits: will meet or exceed limits required.

8. List of equipment necessary for Medicaid Transportation presently owned:

will be upgraded.
Enroute still owns the vehicles in service at end of 2013.
There are app. 14 vehicles to include 2000-2006 Ford crown Victorias,
2000-2003 Dodge Caravans, 2000-2004 Dodge B3500 vans. A number of these
If you do not own equipment at this present time, explain how you plan to fulfill the terms of this contract:

9. List three (3) References including point of contact and telephone number:

<u>Mark Turlington</u>	<u>Sampson Co. Public Works</u>	<u>910-990-7944</u>
<u>Ermma Thornton</u>	<u>Sampson Co. D.S.S</u>	<u>910-592-7131</u>
<u>Gina Hamilton</u>	<u>Sampson Co. D.S.S.</u>	<u>910-592-7131</u>

**State of North Carolina
Division of Social Services
Vendor Agreement**

1. This agreement is hereby entered into between the Department and the Provider, identified on Attachment A, and hereby made a part of the agreement for the purchase of specific services as described therein.
2. This agreement shall be in effect from and to the dates specified on Attachment A. The agreement shall remain in effect subject to the availability of funds for the provision of services, continued compliance by the provider with applicable standards for the stated service(s), and/or other terms of the agreement as stated herein.
3. The Department agrees to:
 - a. Determine eligibility of individuals for the service(s) in accordance with Federal and State regulations;
 - b. Refer all eligible individuals to Provider confirming services to be provided and the period of time for which services are authorized;
 - c. Pay the Provider for services delivered to eligible individuals under the terms of this agreement at the rate specified in Attachment A;
 - d. Keep the provider informed of all applicable Federal and State laws, regulations, policies and standards governing the service program to which the Provider must adhere and of any alterations to these;
 - e. Accept fiscal responsibility for deviations from the terms of this Contract as a result of acts of the Department or any of its officers, employees, agents or representatives;
 - f. Monitor and review periodically all Provider records and equipment (as required) to ensure that all contract requirements are met; and
 - g. Implement and adhere to current NC Department of Health and Human Services Aged, Blind and Disabled Medicaid Manual Section MA-2910 Medicaid Transportation as posted at <http://info.dhhs.state.nc.us/olm/manuals/dma/abd/man/MA2910.htm#TopOfPage> and all current county defined policies in addition to Federal and State policies.
4. The Provider agrees to:
 - a. Provide the service(s) stipulated in this agreement as described in Attachment A and in accordance with applicable standards for the service(s);
 - b. Furnish financial and program data as required to document the basis for the reimbursement rate and to document that applicable standards have been met;
 - c. Keep confidential any information about a client which is shared by the Department or the client. Such information shall be shared only among Department and Provider staff who need to know in order to coordinate, manage, or deliver services to the client;
 - d. Comply with all State licensing standards, all applicable accrediting standards and any other standards or criteria established by the Division of Social Services to assure quality of services;
 - e. Comply with the terms of Section 504 of the Rehabilitation Act of 1973 and all requirements imposed by or pursuant to the regulations issued pursuant to that Section and the provisions of the Americans with Disabilities Act of 1990, which prohibit discrimination against handicapped persons in employment and in the operation of programs and activities receiving Federal funds;
 - f. Comply with Title VI and VII of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued pursuant to that Title;
 - g. Maintain appropriate program records, client case files which document the provision of the agreed upon service(s); and maintain a valid authorization for services for each client determined to be eligible by the Department and authorized by the Department for service(s) provided under this agreement;
 - h. Accept fiscal responsibility for deviations from the terms of this agreement as a result of acts of the Provider or any of its officers, employees, agents, or representatives; and

**State of North Carolina
Division of Social Services
Vendor Agreement**

- i. Adhere to current NC Department of Health and Human Services Aged, Blind and Disabled Medicaid Manual Section MA-2910 Medicaid Transportation as posted at <http://info.dhhs.state.nc.us/olm/manuals/dma/abd/man/MA2910.htm#TopOfPage> and all current county defined policies in addition to Federal and State policies.
5. Each party hereto agrees to be responsible for its own liabilities and that of its officers, employees, agents or representatives arising out of this agreement.
6. The Provider agrees to retain all books, records and other documents relevant to this agreement for three years after final payment or until all audits continued beyond this period are completed. Federal auditors and any persons authorized by the Division of Social Services or the Department shall have the right to examine any of these materials. In the event the Provider dissolves or otherwise goes out of existence, records produced under this agreement will be turned over to the Department.
7. This agreement may be amended or terminated upon mutual agreement of both parties; or terminated by either party upon thirty (30) days prior notice in writing to the other party, except that violation of State law or of established standards concerning provision of the service(s) may result in termination of the agreement without thirty (30) days prior notice. In the event reimbursement to the Department is not available and/or continued at a level sufficient to allow for the continuation of this agreement, the agreement shall be terminated immediately upon receipt of a notice of termination from the Department. The Department will pay the Provider the agreed upon amount under the terms of this agreement up to the effective date of the termination.
8. This agreement has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

ATTEST:

County: _____

Title: _____

Signature: _____

Date: _____

PROVIDER

DEPARTMENT

Van-go Transportation, inc.

By: Azzam Osman  _____

Title: President _____

Date: 03/11/2015 _____

By: _____

Title: _____

Date: _____

ATTACHMENT B

CONTRACTOR DATA SHEET

1. Name of Firm: Van-go Transportation, inc.
 2. Address of Firm: 607 Warsaw road
 City: Clinton State: NC Zip Code: 28328

3. If business not established in Sampson County at present, where would the Sampson County location be if awarded bid?
N/A

4. Number of years firm has been in business: 2 Years

5. Ownership of firm: Identify those who own five (5) % or more of the firm*:

<u>Azzam Osman</u>	<u>2</u>	<u>25%</u>
<u>Ibrahim Oudeh</u>	<u>2</u>	<u>25%</u>
<u>L.E.S.LLC.</u>	<u>2</u>	<u>25%</u>
<u>Teresa Oudeh</u>	<u>2</u>	<u>25%</u>

*Please give names, years of ownership and ownership percentage.

6. Name of Bonding Company (if any): N/A
 Bond Limit: N/A

7. Name of Insurance Carrier: Geico commercial national indemnity.
 Coverage limits: 1,500,000

8. List of equipment necessary for Medicaid Transportation presently owned:
15 vehicles.

If you do not own equipment at this present time, explain how you plan to fulfill the terms of this contract:
N/A

9. List three (3) References including point of contact and telephone number:

I. Contract Summary

ATTACHMENT A

- A. This agreement is between the Sampson County Department of Social Services (heretofore and hereinafter referred to as the "Department") and the _____ (heretofore and hereinafter referred to as the "Provider").
- B. This agreement shall be in effect from July 1, 2015 to ~~June 30, 2018~~, with Contract requiring signature each year. June 30, 2017
- C. Services to be Provided:

(1) Service	(2) Service Code	(3) Number of Persons Served		(4) Number of Miles of Service **	(5) Definition of Unit of Service
TITLE XIX TRANSPORTATION	250	Annually Persons 3,636	Annually Trips 26,760	600,000	\$1.74 per mile
** Number of Miles of Service represents billable units of service. All numbers are simply estimates based on past experience.					
Sampson County will not pay any costs not reimbursed by Medicaid. These costs include to empty miles see page 48, no shows see page 5, or driver wait time. Review bid package for additional details.					

Any additional services should be listed in III. – Service Program Description

- D. Area to be Served: Sampson County, Chapel Hill, Dunn, Durham, Fayetteville, Goldsboro, Raleigh, Wilmington and other service areas in North Carolina.

I. Contract Summary

E. Contract Identification:

1. Provider

- a. Name of Contract Administrator Azzam Osman
Telephone Number 910-322-2658
- b. Name of Program Contact Person Azzam Osman
Telephone Number 910-322-2658
- c. Program Name, Location and Mailing Address
Van-go Transportation, inc.
607 Warsaw Road. Clinton, NC 28328
- d. Additional Service Delivery Sites
801 Tilghman drive suite D , Dunn, NC 28334
- e. Status Public Private, non-profit
 Private, for profit Individual
- f. Provider Contract ID # _____ Federal Tax ID # 46-225-4875
Provider's Fiscal Year January 01 through December 31

2. County Department of Social Services

- a. Name of Contract Administrator Sarah W. Bradshaw
Telephone Number 910-592-7131
- b. Name of Services Program Contact Person: Gina Hamilton
Telephone Number 910-592-7131
- c. Address of County Department of Social Services
Sampson County Dept. of Social Services, P.O. Box 1105, Clinton, NC 28329

II. Fiscal Provisions

A. Amount of Reimbursement

Reimbursement under the terms of this agreement will be limited to a maximum of
\$ _____ SSBG, CFDA no. 93.667 \$ _____ IV-B, CFDA No. 93.645
\$ _____ Fed. JOBS, CFDA No. 93.645 \$ _____ Other (identify) _____
\$ _____ State \$ _____ County
\$ _____ Total

B. Maintenance of Effort

- 1. N/A
- 2. The provider certifies that the funds to be used under this contract do not replace or supplant in any way, Federal, State or local funds for already existing services.

C. Method of Reimbursement

1. For Purchase Contract (DSS-2497) Total and Unit Cost

- a. Reimbursement will be made in accordance with the current budget approved by the Department and on file with both parties. The amount of reimbursement will be based on allowable expenditures made in behalf of eligible clients, determined in accordance with acceptable cost allocation methods. The Provider will report all expenditures made under the terms of the contract.
- b. Reimbursement will be made at a unit cost of \$ _____ per unit of reimbursement delivered to eligible clients for an estimated number of 600,000 units. The Provider will document total expenditures made under the terms of the contract to the Department within thirty days after the termination of this contract, or as instructed by the Department. Reimbursement which exceeds actual allowable cost will be adjusted to actual allowable costs.

2. For Vendor Agreements (DSS-2252) Fixed Rate

Reimbursement will be based on (check either a. OR b.)

- a. a standard fixed rate or standard charge
- b. an individual fixed rate

Complete: c. Reimbursement will be made at a fixed rate of \$ 1.74 per unit of reimbursement defined as mile for an estimated number of _____ units. Reimbursement will be based on the actual number of units delivered whether over or under the estimated number. If multiple components are being purchased, additional rates and units can be identified as follows:

II. Fiscal Provisions

D. Reimbursement Reporting

1. Expenditures

The Provider will report expenditures monthly in accordance with policy set forth by the DSS Fiscal Office, Division of Social Services, issued via the Fiscal Manual. Due to Federal and State reimbursements not being allowed for expenses incurred by a provider for no-shows, the department cannot accept billings to reimburse for no-show expenses. Expenditures should be reported on the DSS Administrative Costs Report (Form DSS-1571, Part III) in accordance with the budget or specified rate up to the maximum amount of reimbursement specified in this document. Reports are to be submitted to the Department by the fifth working day of the month following the month in which services were delivered. The Department will reimburse the Provider monthly, upon receipt of a complete and correctly filed report.

2. Reporting for the Statewide Services Information System (SIS)

In addition to the Administrative Cost Report (DSS-1571, Part III), the Provider will submit to the Department the Monthly Report of Service Delivery (DSS Form 1571, part IV). This should be submitted along with the Administrative Cost Report by the fifth working day of the month following the month in which services were delivered. The units reported in Column 12 of the 1571 Part IV are the units of service defined in Column 5 of I.C. of this Attachment. Service definitions and reporting instructions are found in Family Services Manual, Volume VI, Chapter IV.

E. Audit Requirements

Check either 1 or 2

1. Purchase of Service Contract

The Department has determined this contract to be a purchase of goods or services and is not subject to G.S. 143-6.1 and thus an audit is not required for this contract.

2. Financial Assistance Contract

Each corporation, organization and institution that receives, uses or expends any state funds shall use or expend the funds only for the purposes for which they are appropriated by the General Assembly or collected by the State. State funds include federal funds that flow through the State. If the Provider is a governmental entity, such entity is subject to the requirements of OMB Circular A-133 and the N.C. Single Audit Implementation Act of 1987. If the Provider is a nongovernmental entity, such entity is subject to the provisions of G.S. 143-6.1. Additionally, any nongovernmental entity except a for-profit corporation is subject to the provisions of OMB Circular A-133.

A Provider that receives, uses, or expends between fifteen thousand dollars (\$15,000) and three hundred thousand dollars (\$300,000) in state funds annually, except when the funds are for the purchase of goods or services, must file annually with the Department that disbursed the funds a sworn accounting of receipts and expenditures of the state funds. This accounting format shall be in the form prescribed by the State Auditor and

II. Fiscal Provisions

must be attested to by the treasurer of the Provider and one other authorizing officer of the Provider. The accounting must be filed within six (6) months after the end of the Provider's fiscal year in which the state funds were received. For purposes of the required report, the Provider's fiscal year is used in determining the amount received, used, or expended.

A Provider that receives, uses, or expends state funds in the amount of three hundred thousand dollars (\$300,000) or more annually, except when the funds are for the purchase of goods or services, must file annually with the State Auditor and the Department a financial statement in the form and on the schedule prescribed by the State Auditor. The financial statement must be audited in accordance with standards prescribed by the State Auditor to assure that state funds are used for the purposes provided by law. Providers (except nongovernmental for-profit corporations) that expend three hundred thousand dollars (\$300,000) or more in federal funds for the fiscal year must have an audit conducted in accordance with the provision of OMB Circular A-133. An audit performed in accordance with OMB Circular A-133 will satisfy the reporting requirements identified in G.S. 143-6.1. AUDIT REPORTS SHOULD BE FILED WITH THE STATE AUDITOR AND THE DEPARTMENT'S FISCAL OFFICE WITHIN 30 DAYS AFTER ISSUANCE BY THE AUDITOR BUT NO LATER THAN NINE MONTHS AFTER THE PROVIDER'S FISCAL YEAR.

The State Auditor has audit oversight of every Provider that receives, uses or expends state funds. Such a Provider must, upon request, furnish to the State Auditor for audit all books, records, and other information necessary for the State Auditor to account fully for the use and expenditure of state funds. The Provider must furnish any additional financial or budgetary information requested by the State Auditor.

If the Provider disburses or transfers any state funds to other organizations, except for the purchase of goods or services, the Provider shall require such organizations to file with it similar reports and statements as required by G.S. 143-6.1 and the applicable prescribed requirements of the Office of the State Auditor's Audit Advisory #2 including its attachments. If the Provider disburses or transfers any pass-through federal funds received by the State to other organizations, the Provider shall require such organizations to comply with the applicable requirements of OMB Circular A-133.

F. Cost Sharing Revenues for Service

1. The service(s) under contract with the Provider are services for which cost sharing requirement do not apply.

II. Fiscal Provisions

2. The services(s) under contract with the Provider are services for which cost sharing requirements do apply. Policy regarding the assessment and collection of cost sharing revenues is contained in Family Services Manual, Volume VI, Chapter III. If a client is subject to cost sharing, the department will inform the Provider of the amount to be collected and of any subsequent changes. The County Department of Social Services will establish policies and procedures to guide the Providers collection of cost sharing revenues at least quarterly. The Provider must document that reasonable efforts have been made to collect this amount at least quarterly from those clients who agreed to the cost sharing amount. No other cost sharing amounts other than those identified by the county may be charged to the client. Cost sharing revenues are to be reported on the Monthly Report of Service Delivery Form (DSS-1571, Part IV).

3. The services(s) under contract with the Provider are services for which cost sharing requirements do apply. Policy regarding the assessment and collection of cost sharing revenues is contained in Family Services Manual, Volume VI, Chapter III. If a client is subject to cost sharing, the County Department of Social Services will be responsible for collecting and accounting for revenue. Cost sharing revenues are to be reported on the Monthly Report of Service Delivery Form (DSS-1571, part IV).

G. Management of the Funding/Matching Share Requirement

- 1. A cash transfer of the matching share will be made to the Department in accordance with the terms specified in the Donation Agreement (DSS-1571, Part IV).
- 2. The Provider certifies through the contract budget attached to this contract that the matching share is available. Further, it is agreed that the Provider will report all program costs incurred each month relating to the contract on the DSS-1571. However, reimbursement will be limited to the Federal/State financial participation rate.
- 3. The Department is providing the match.

H. Provider Fees (For Purchase Contracts Only)

- 1. The Provider agrees to pay the Department/Division up to \$_____ Administrative Fee as payment in full for the administration of the contract. The amount of the fee is five percent of the matching share contributed by the Provider.
- 2. The Provider agrees to pay the Department/Division up to \$_____ Certification Fee as payment in full for the determination and certification of client eligibility. The amount of the fee is five percent of the matching share contributed by the Provider.

Monitoring and Certification Fees, when applicable, will be deducted from the amount to be reimbursed.

III. Service Program Description

To provide Medical transportation to fully eligible clients certified for Medicaid.

Providers will ensure that only services and stops will be provided as specifically specified on the transportation referral.

Providers will assure that the driver(s), operating the vehicle for the service which is being provided, is at least 18 years of age and holds a valid operator's license issued by the North Carolina Division of Motor Vehicles appropriate to the vehicle(s) which will be used to transport clients in accordance with the General Statutes of North Carolina.

Providers must have liability and comprehensive insurance coverage no less than the minimum required for common carrier – passenger vehicles by the North Carolina Utilities Commission for each vehicle used to transport clients of the Department. A copy of the Certificate of Insurance must be submitted to the Department of Social Services on an annual basis. All insurance claims or inquiries will be handled directly through the Provider.

If commercial vehicles (16 passengers or more) are used to provide client transportation services, the vendor must provide a copy of the private contractor's Certificate of Insurance documenting that the DSS Director or designee is an "Additional Insurer".

Providers will maintain the vehicles used to provide this service in a safe and operable condition. Operable condition includes properly working heating and air. All vehicles must be furnished with phones or radios for emergency situations. Vehicles transporting Department clients, all federal and state requirements must be followed concerning child restraints. Further, Providers shall comply with all applicable laws, ordinances, codes, rules, and regulations in performing the service called for in this agreement. This includes respecting the confidentiality rights of the Department's clients and providing the service in compliance with Title VI and VII of the Civil Rights Act of 1964. No recipient of the services under this agreement shall be discriminated against on the basis of race, color, creed, national origin, age, ethnic background, or sex. Providers must ensure that effective bilingual/interpreter services and/or telephone language lines are provided to serve the needs of the limited English speaking clients.

Providers must maintain an adequate fleet of vehicles to accommodate the needs of the Department. As the demand for utilization increases, the fleet must increase proportionately.

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

III. Service Program Description

All books and records maintained by Providers pertaining to the agreement will be open and made available to the Department if requested during normal business hours and upon reasonable notice for the purpose of the inspection and audit. State and/or Federal requirements for inspections/audits must also be met.

When possible, the Department will make specific written referrals to Providers by 5:00pm up to three (3) work days in advance of the date of all scheduled trips. It is the responsibility of Providers to pick up all referrals from the Department of Social Services by 5:00pm each day. The referral will include the name of the client, date of requested service, destination, appointment time, directions to client's home (address and telephone number), and any special needs (i.e. attendant to be transported with client).

Providers must maintain an adequate fleet of vehicles and staff to ensure clients are not subjected to excessive wait times (even if this requires additional trips). Once the contract is awarded, the Department and the Provider will meet to establish a reasonable wait time.

Providers must assure all special transports, such as oncology and dialysis patients, are picked up no later than thirty (30) minutes from completion of their medical visit.

The Department will arrange for an attendant to assist the client when deemed medically necessary by a physician. At other times, Providers are required to provide minimal assistance to clients, when needed.

Providers must use proper judgment in meeting the needs of clients being transported. Although frequent stops are not acceptable, the request to stop at a restroom is acceptable.

Providers will meet monthly, for the first three months of the contract, with the Department to discuss and resolve any issues between either party. At the end of this period, Providers and the Department will meet at least once every two months.

**State of North Carolina
Division of Social Services
Vendor Agreement**

1. This agreement is hereby entered into between the Department and the Provider, identified on Attachment A, and hereby made a part of the agreement for the purchase of specific services as described therein.
2. This agreement shall be in effect from and to the dates specified on Attachment A. The agreement shall remain in effect subject to the availability of funds for the provision of services, continued compliance by the provider with applicable standards for the stated service(s), and/or other terms of the agreement as stated herein.
3. The Department agrees to:
 - a. Determine eligibility of individuals for the service(s) in accordance with Federal and State regulations;
 - b. Refer all eligible individuals to Provider confirming services to be provided and the period of time for which services are authorized;
 - c. Pay the Provider for services delivered to eligible individuals under the terms of this agreement at the rate specified in Attachment A;
 - d. Keep the provider informed of all applicable Federal and State laws, regulations, policies and standards governing the service program to which the Provider must adhere and of any alterations to these;
 - e. Accept fiscal responsibility for deviations from the terms of this Contract as a result of acts of the Department or any of its officers, employees, agents or representatives;
 - f. Monitor and review periodically all Provider records and equipment (as required) to ensure that all contract requirements are met; and
 - g. Implement and adhere to current NC Department of Health and Human Services Aged, Blind and Disabled Medicaid Manual Section MA-2910 Medicaid Transportation as posted at <http://info.dhhs.state.nc.us/olm/manuals/dma/abd/man/MA2910.htm#TopOfPage> and all current county defined policies in addition to Federal and State policies.
4. The Provider agrees to:
 - a. Provide the service(s) stipulated in this agreement as described in Attachment A and in accordance with applicable standards for the service(s);
 - b. Furnish financial and program data as required to document the basis for the reimbursement rate and to document that applicable standards have been met;
 - c. Keep confidential any information about a client which is shared by the Department or the client. Such information shall be shared only among Department and Provider staff who need to know in order to coordinate, manage, or deliver services to the client;
 - d. Comply with all State licensing standards, all applicable accrediting standards and any other standards or criteria established by the Division of Social Services to assure quality of services;
 - e. Comply with the terms of Section 504 of the Rehabilitation Act of 1973 and all requirements imposed by or pursuant to the regulations issued pursuant to that Section and the provisions of the Americans with Disabilities Act of 1990, which prohibit discrimination against handicapped persons in employment and in the operation of programs and activities receiving Federal funds;
 - f. Comply with Title VI and VII of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued pursuant to that Title;
 - g. Maintain appropriate program records, client case files which document the provision of the agreed upon service(s); and maintain a valid authorization for services for each client determined to be eligible by the Department and authorized by the Department for service(s) provided under this agreement;
 - h. Accept fiscal responsibility for deviations from the terms of this agreement as a result of acts of the Provider or any of its officers, employees, agents, or representatives; and

**State of North Carolina
Division of Social Services
Vendor Agreement**

- i. Adhere to current NC Department of Health and Human Services Aged, Blind and Disabled Medicaid Manual Section MA-2910 Medicaid Transportation as posted at <http://info.dhhs.state.nc.us/olm/manuals/dma/abd/man/MA2910.htm#TopOfPage> and all current county defined policies in addition to Federal and State policies.
5. Each party hereto agrees to be responsible for its own liabilities and that of its officers, employees, agents or representatives arising out of this agreement.
6. The Provider agrees to retain all books, records and other documents relevant to this agreement for three years after final payment or until all audits continued beyond this period are completed. Federal auditors and any persons authorized by the Division of Social Services or the Department shall have the right to examine any of these materials. In the event the Provider dissolves or otherwise goes out of existence, records produced under this agreement will be turned over to the Department.
7. This agreement may be amended or terminated upon mutual agreement of both parties; or terminated by either party upon thirty (30) days prior notice in writing to the other party, except that violation of State law or of established standards concerning provision of the service(s) may result in termination of the agreement without thirty (30) days prior notice. In the event reimbursement to the Department is not available and/or continued at a level sufficient to allow for the continuation of this agreement, the agreement shall be terminated immediately upon receipt of a notice of termination from the Department. The Department will pay the Provider the agreed upon amount under the terms of this agreement up to the effective date of the termination.
8. This agreement has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

ATTEST:

County: _____

Title: _____

Signature: _____

Date: _____

PROVIDER

DEPARTMENT

Mass Transport Services
By: *Supriya Thigga*
Title: *Owner*
Date: _____

By: _____
Title: _____
Date: _____

I. Contract Summary

ATTACHMENT A

- A. This agreement is between the Sampson County Department of Social Services (hereafter and hereinafter referred to as the "Department") and the Joss Transport Services (hereafter and hereinafter referred to as the "Provider").
- B. This agreement shall be in effect from July 1, 2015 to June 30, 2018, with Contract requiring signature each year. *JEK*
- C. Services to be Provided:

(1) Service	(2) Service Code	(3) Number of Persons Served		(4) Number of Miles of Service **	(5) Definition of Unit of Service
TITLE XIX TRANSPORTATION	250	Annually Persons 3,636	Annually Trips 26,760	600,000	\$ <u>1.75</u> per mile
** Number of Miles of Service represents billable units of service. All numbers are simply estimates based on past experience.					
Sampson County will not pay any costs not reimbursed by Medicaid. These costs include to empty miles see page 48, no shows see page 5, or driver wait time. Review bid package for additional details.					

Any additional services should be listed in III. – Service Program Description

- D. Area to be Served: Sampson County, Chapel Hill, Dunn, Durham, Fayetteville, Goldsboro, Raleigh, Wilmington and other service areas in North Carolina.

I. Contract Summary

E. Contract Identification:

1. Provider

- a. Name of Contract Administrator Suzanne S. Huggins
Telephone Number 910 874-4705
- b. Name of Program Contact Person Jimmy Huggins
Telephone Number 910-874-2137
- c. Program Name, Location and Mailing Address
Loss Transport Services
129 Turtle Cove Drive, Elizabethtown N.C. 28337
- d. Additional Service Delivery Sites

- e. Status Public Private, non-profit
 Private, for profit Individual
- f. Provider Contract ID # _____ Federal Tax ID # 45-2467847
Provider's Fiscal Year 1-1-15 through 1-1-16

2. County Department of Social Services

- a. Name of Contract Administrator Sarah W. Bradshaw
Telephone Number 910-592-7131
- b. Name of Services Program Contact Person: Gina Hamilton
Telephone Number 910-592-7131
- c. Address of County Department of Social Services
Sampson County Dept. of Social Services, P.O. Box 1105, Clinton, NC 28329

II. Fiscal Provisions

A. Amount of Reimbursement

Reimbursement under the terms of this agreement will be limited to a maximum of
\$ _____ SSBG, CFDA no. 93.667 \$ _____ IV-B, CFDA No. 93.645
\$ _____ Fed. JOBS, CFDA No. 93.645 \$ _____ Other (identify) _____
\$ _____ State \$ _____ County
\$ _____ Total

B. Maintenance of Effort

- 1. N/A
- 2. The provider certifies that the funds to be used under this contract do not replace or supplant in any way, Federal, State or local funds for already existing services.

C. Method of Reimbursement

1. For Purchase Contract (DSS-2497) Total and Unit Cost

- a. Reimbursement will be made in accordance with the current budget approved by the Department and on file with both parties. The amount of reimbursement will be based on allowable expenditures made in behalf of eligible clients, determined in accordance with acceptable cost allocation methods. The Provider will report all expenditures made under the terms of the contract.
- b. Reimbursement will be made at a unit cost of \$ _____ per unit of reimbursement delivered to eligible clients for an estimated number of 600,000 units. The Provider will document total expenditures made under the terms of the contract to the Department within thirty days after the termination of this contract, or as instructed by the Department. Reimbursement which exceeds actual allowable cost will be adjusted to actual allowable costs.

2. For Vendor Agreements (DSS-2252) Fixed Rate

Reimbursement will be based on (check either a. OR b.)

- a. a standard fixed rate or standard charge
- b. an individual fixed rate

Complete:

c. Reimbursement will be made at a fixed rate of \$ 1.75 per unit of reimbursement defined as mile for an estimated number of 600,000 units. Reimbursement will be based on the actual number of units delivered whether over or under the estimated number. If multiple components are being purchased, additional rates and units can be identified as follows:

II. **Fiscal Provisions**

D. **Reimbursement Reporting**

1. **Expenditures**

The Provider will report expenditures monthly in accordance with policy set forth by the DSS Fiscal Office, Division of Social Services, issued via the Fiscal Manual. Due to Federal and State reimbursements not being allowed for expenses incurred by a provider for no-shows, the department cannot accept billings to reimburse for no-show expenses. Expenditures should be reported on the DSS Administrative Costs Report (Form DSS-1571, Part III) in accordance with the budget or specified rate up to the maximum amount of reimbursement specified in this document. Reports are to be submitted to the Department by the fifth working day of the month following the month in which services were delivered. The Department will reimburse the Provider monthly, upon receipt of a complete and correctly filed report.

2. **Reporting for the Statewide Services Information System (SIS)**

In addition to the Administrative Cost Report (DSS-1571, Part III), the Provider will submit to the Department the Monthly Report of Service Delivery (DSS Form 1571, part IV). This should be submitted along with the Administrative Cost Report by the fifth working day of the month following the month in which services were delivered. The units reported in Column 12 of the 1571 Part IV are the units of service defined in Column 5 of I.C. of this Attachment. Service definitions and reporting instructions are found in Family Services Manual, Volume VI, Chapter IV.

E. **Audit Requirements**

Check either 1 or 2

1. **Purchase of Service Contract**

The Department has determined this contract to be a purchase of goods or services and is not subject to G.S. 143-6.1 and thus an audit is not required for this contract.

2. **Financial Assistance Contract**

Each corporation, organization and institution that receives, uses or expends any state funds shall use or expend the funds only for the purposes for which they are appropriated by the General Assembly or collected by the State. State funds include federal funds that flow through the State. If the Provider is a governmental entity, such entity is subject to the requirements of OMB Circular A-133 and the N.C. Single Audit Implementation Act of 1987. If the Provider is a nongovernmental entity, such entity is subject to the provisions of G.S. 143-6.1. Additionally, any nongovernmental entity except a for-profit corporation is subject to the provisions of OMB Circular A-133.

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II. Fiscal Provisions

must be attested to by the treasurer of the Provider and one other authorizing officer of the Provider. The accounting must be filed within six (6) months after the end of the Provider's fiscal year in which the state funds were received. For purposes of the required report, the Provider's fiscal year is used in determining the amount received, used, or expended.

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1. The service(s) under contract with the Provider are services for which cost sharing requirement do not apply.

II. Fiscal Provisions

- 2. The services(s) under contract with the Provider are services for which cost sharing requirements do apply. Policy regarding the assessment and collection of cost sharing revenues is contained in Family Services Manual, Volume VI, Chapter III. If a client is subject to cost sharing, the department will inform the Provider of the amount to be collected and of any subsequent changes. The County Department of Social Services will establish policies and procedures to guide the Providers collection of cost sharing revenues at least quarterly. The Provider must document that reasonable efforts have been made to collect this amount at least quarterly from those clients who agreed to the cost sharing amount. No other cost sharing amounts other than those identified by the county may be charged to the client. Cost sharing revenues are to be reported on the Monthly Report of Service Delivery Form (DSS-1571, Part IV).
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The Department will arrange for an attendant to assist the client when deemed medically necessary by a physician. At other times, Providers are required to provide minimal assistance to clients, when needed.

Providers must use proper judgment in meeting the needs of clients being transported. Although frequent stops are not acceptable, the request to stop at a restroom is acceptable.

Providers will meet monthly, for the first three months of the contract, with the Department to discuss and resolve any issues between either party. At the end of this period, Providers and the Department will meet at least once every two months.

ATTACHMENT B

CONTRACTOR DATA SHEET

1. Name of Firm: Joss Transport Services
2. Address of Firm: 129 Turtle Cove Drive
 City: Elizabeth Town State: N.C. Zip Code: 28337
3. If business not established in Sampson County at present, where would the Sampson County location be if awarded bid?
Clinton, N.C.
4. Number of years firm has been in business: 3
5. Ownership of firm: Identify those who own five (5) % or more of the firm*:

<u>Suzanne S. Huggins</u>	<u>3</u>	<u>100%</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

*Please give names, years of ownership and ownership percentage.

6. Name of Bonding Company (if any): _____
 Bond Limit: _____
7. Name of Insurance Carrier: National General
 Coverage limits: 100/300/50

8. List of equipment necessary for Medicaid Transportation presently owned:
2006 Toyota Avalon - 5 passenger 2002 Volvo V-90 5 passenger
2009 Toyota Avalon - 5 passenger
2004 Acura MDX - 7 passenger

If you do not own equipment at this present time, explain how you plan to fulfill the terms of this contract: We would buy additional vehicles as needed.

9. List three (3) References including point of contact and telephone number:

<u>Gayle McMorrough</u>	<u>DSS client</u>	<u>910-918-1109</u>
<u>Patricia Moragne</u>	<u>DSS client</u>	<u>910-840-2008</u>
<u>Nicole Durden</u>	<u>Bladen County DSS</u>	<u>910-862-6800</u>

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 2 (e)

Meeting Date:	April 6, 2015	<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
		<input type="checkbox"/>		<input type="checkbox"/>	

SUBJECT: Finance - Travel and Credit Card Policies (tabled at February 2, 2015 and March 2, 2015 meetings)

DEPARTMENT: Finance

PUBLIC HEARING: No

CONTACT PERSON: David Clack, Finance Officer

PURPOSE: To consider approval of new policies for employee travel reimbursement and departmental use of credit cards

ATTACHMENTS: Draft Policies

BACKGROUND: Finance Officer David Clack will review a draft employee Travel Policy and Credit Card policy. Both were previously provided to the Board as Board Information at the January 5, 2015; February 2, 2015; and March 2, 2015 meetings.

RECOMMENDED ACTION OR MOTION: Approve policies as submitted

County of Sampson

Credit Card Policy And Procedure Manual

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- V. Procedure
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 - 3.0 Authorized Credit Card Use
 - 4.0 Unauthorized Credit Card Use
 - 5.0 Making a Purchase
 - 6.0 Returning Merchandise
 - 7.0 Monthly Cardholder Statement
 - 8.0 Card Security
 - 9.0 Warnings, Privileges, and Violations
- VI. Attachments
 - 4.1 Request for Credit Card/Authorization for Use
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 - 4.3 Credit Card Destruction Notice
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I. Introduction

The County of Sampson has established a Credit Card Policy designed to supplement the purchasing , but not to replace other purchasing programs and policies, and provide funds for employee travel expenses*. A number of unique controls have been incorporated in the program to assure that the cards can be used only with specific types of merchants and within specific dollar limits.

This program will streamline the order processing and payment of small dollar items within the accounting department. To ensure that sufficient funds are available to pay for monthly credit card charges, departments are required to obtain an open purchase order for BB&T prior to any credit card purchases. Detailed accounting data must be captured on each credit card transaction and payment must be made to BB&T on a monthly basis after receiving the cardholder statements.

All vendor charges received by BB&T for the previous month will be documented on the monthly statements. Department Heads must reconcile and provide itemized receipts attached to the cardholder statement for these transactions by the 10th of the month to the Program Administrator. The accounts payable staff in the Finance Department initiates a payment for all credit card transactions.

The County expects you to exercise the same wisdom and good judgment in your purchases of supplies and services with the County credit card as you would with your own credit card. However, just as USE of this card is similar to your own personal credit cards, so is the SECURITY. The County expects you to offer the same level of care and protection for the County credit card as you would with your own credit card.

*Sampson County Travel Policy 3/2014

II. Why Use Credit Cards?

The County recognizes there are significant administrative costs associated with the normal purchase order system. Introducing layers of organization introduces costs to the process and, particularly in low-dollar purchases, frequently there is no attendant value added by more administrative layers.

In fact, at some point we reach the point-of-diminishing-returns and the cost of superimposing another layer of oversight across the whole scope of a process exceeds the risk of loss of the very things we are trying to protect.

This Credit Card Policy is designed to streamline these processes, to reduce paperwork and handling costs. By using this procedure the traditional requisition – pricing inquiry – order placement – delivery of goods – invoice – and payment cycle is greatly reduced.

Potential benefits to the County include:

- Significant reduction in the number of low-value transactions handled by the Finance and Accounts Payable personnel.
- Substantially reduce acquisition cycle time for users.
- Provide a uniform information source for analysis of purchase patterns.
- Higher levels of user satisfaction.
- Provides a float advantage days beyond the billing date.
- Improves relations with vendors – they receive payment with 2-3 days.
- Provides the County with a rebate incentive providing all payments for purchases are made in full within the monthly grace period.

III. HOW ARE PURCHASES MADE?

It is very easy to make purchases with the County-issued credit card, and in fact, it is very similar to using your own personal credit card.

For in-person purchases in stores, simply swipe the County-issued credit card just as you would your own personal credit card.

For telephone orders, provide the vendor with the card number, the name on the card, and the expiration date when asked. Some vendors will also request the 3-digit security code on the back which you can provide as well.

Follow the same basic procedures for fax orders. In other words, provide the same information you would provide if you were using your own personal card.

For internet orders, the vendor will require your name, billing address (County of Sampson, PO Box 257, Clinton, NC 28329), your shipping address (give your department's name, street address in Clinton, NC 28328), your card number, the expiration date of the card, the 3-digit security code on the back of the card, your telephone number, your email address to send a confirmation and invoice to be used as a receipt for payment of the merchandise.

VISA regulations require merchants to actually ship ordered merchandise before processing a charge to the cards. If a partial shipment is made, billing for that portion of the shipment may be processed.

Check with as many sources of supply as is reasonable to assure you have obtained the best price and delivery for the item being purchased.

IV. WHO IS ELIGIBLE?

Any employee working in and/or providing administrative support to an operational element that has the need to PURCHASE supplies or services in order to successfully complete a mission in a timely fashion are likely candidates for a County credit card.

The key word here is “purchase”. In many cases, an organization anticipates its supply and service needs in advance based on experience and thoughtful planning. In addition, as a consequence, its logistical requirements will be well organized and will be satisfied by the usual supply chain.

However, when the needs of the job require flexibility, as is the case with most field operations, then the use of the County card is warranted. Department Heads are the best judge of the operational supply needs of the organizational element, and they are the best judge of which employee should be provided a County card. Furthermore, they are the best judges of the transaction limit and the monthly limit of each cardholder.

V. PROCEDURE

1.0 REQUESTING CREDIT CARD MAINTENANCE

- 1.1 REQUESTING A CREDIT CARD. Department Heads will complete a separate Attachment 4.1 Request for Credit Card/Authorization for USE for each employee they select to receive a card and forward to the Program Administrator.
- 1.2 APPROVED REQUESTS. Requests that have been submitted to the Program Administrator will be reviewed prior to submittal to the Finance Officer for final approval of a new cardholder. The Program Administrator will notify the Bank ??? to coordinate the details of the new cardholder account and arrange for delivery of the credit card to the Department Head.
- 1.3 CREDIT CARD MAINTENANCE. To Request name change, single transaction limit, monthly transaction limit, or department transfer, the Department Head must complete Attachment 4.2 Credit Card Maintenance Request and forward to the Program Administrator for each employee.

2.0 CARD ACCEPTANCE

- 2.1 The Program Administrator will arrange a meeting with the cardholder. The Cardholder will be given a practical briefing regarding the “Do’s and Don’ts” of the card.
- 2.2 The cardholder will be issued a copy of the latest Credit Card Policy and Procedure Manual concerning the use of the card. Furthermore, cardholders will be required to acknowledge (countersign) Attachment 4.1 Request for Credit Card/Authorization for Use indicating that the cardholder has received training, understands the procedure and the responsibilities of a cardholder.
- 2.3 The cardholder will receive a County credit card with his/her embossed name, card account number and expiration date. The cardholder is required to sign the back of the card for security purposes. The cardholder is the ONLY authorized person to make purchases with that card. The cardholder may make purchases on behalf of others in their department with the understanding the cardholder is responsible for all transactions associated with their card.

3.0 AUTHORIZED CREDIT CARD USE

- 3.1 BASIC INFORMATION. The total amount of a purchase (including tax, shipping and handling) may not exceed the cardholder's single transaction limit. Payment of a purchase WILL NOT be split in multiple purchases to stay below the single transaction limit.

All merchandise purchased in person must be immediately available at the time of payment. No backorders are to be paid for until available for pick up at the vendor's place of business.

All purchases made over the telephone, fax or via the internet may not be charged to the credit card by the vendor until the merchandise is available for shipment.

The County of Sampson pays sales tax on all purchases.

- 3.2 TRAVEL ARRANGEMENTS. The credit card may be used for payment of seminar and conference registration, hotel reservations, airline tickets, shuttle services, parking fees, wireless internet service (only if required to do County business while out of town) and other associated travel expenses. Meals are NOT allowed to be charged to the credit card. (See Sampson County Travel Policy 3/2014)
- 3.3 MISCELLANEOUS ITEMS. The credit card may be used for payment of small dollar purchases. The items may include hardware, janitorial, marine, books, safety equipment, etc.

Office Supply purchases are not recommended to be made with a credit card. Utilization of the office supply contract vendor will result in price savings.

Purchases from the same company on a routine or repetitive basis are not recommended for payment via a credit card.

4.0 UNAUTHORIZED CREDIT CARD USE

- 4.1 BASIC INFORMATION. The credit card is NOT to be used as a personal identification credit card.
- 4.2 UNAPPROVED PURCHASES. The credit card may NOT be used for the following purchases:
- Personal Purchases
 - Alcohol
 - Telephone Calls
 - Cell Phones

Gasoline
Meals Associated with Travel (See Travel Policy)
Wireless Internet Access at Hotels (unless required to do County business)

- 4.3 REIMBURSEMENT OF UNAPPROVED PURCHASES. The cardholder will reimburse the County of Sampson for the entire amount of the unauthorized charge plus any administrative fee(s) charged by the bank. Reimbursement will be made at the County of Sampson Finance Department

5.0 MAKING A PURCHASE

- 5.1 PURCHASE PROCEDURE. The cardholder will seek price competition from several vendors which meet the specifications of the goods requested. The vendor of choice will have the best price, quality of merchandise and required delivery date of items. Documentation of all quotes must be retained by the department.
- 5.2 ORDER PLACEMENT. The cardholder will place the order with the vendor via telephone, fax or internet website. The delivery address to be used for all ground service packages such as UPS or FedEx are the physical address of your department.

The billing address for all credit cards is as follows:

Name of Cardholder
County of Sampson
PO Box 257
Clinton, NC 28329

Credit card purchases will be declined if any other address is used as a billing address.

- 5.3 ORDER DOCUMENTATION. All purchases require an **itemized receipt** for the purchase. The receipt must state the quantity purchased, price per item, total cost of item, sales tax and total purchase. An itemized receipt is required to be attached to the monthly cardholder statement of charges.

All orders placed via a website will have a confirmation page or confirming email containing an itemized receipt. Print the receipt out for your records.

All orders placed via telephone require the vendor to send a copy of the itemized receipt via mail, fax or email. Retain for your records.

All orders placed via fax require the completed itemized document for order placement. This itemized document is your receipt. Retain the document for your records.

All orders made in person require an itemized cash register receipt. **The credit card signature slip does not qualify as an itemized receipt.**

- 5.4 ORDER RECEIPT. The shipment of merchandise must be reviewed for the proper contents of the box to the packing slip included from the vendor. Initial and date the packing slip to verify all has been received. Retain the packing slip for your records.

6.0 RETURNING MERCHANDISE

- 6.1 RETURN PROCEDURE. The cardholder is responsible to contact the vendor if an item is not satisfactory, received wrong, damaged and/or defective, duplicate order, etc. in order to obtain the proper procedure for returning goods for credit.

Follow vendor instructions for all returns to insure proper credits.

The cardholder is responsible for obtaining an itemized credit receipt from the vendor. The itemized credit receipt can be in the form of an email or actual cash register receipt. Retain a copy of the document for your record.

7.0 MONTHLY CARDHOLDER STATEMENT

- 7.1 CARDHOLDER STATEMENT. BB&T will issue a monthly cardholder statement issued to the individual cardholder. The statement will contain all transactions posted by the bank for the calendar month. The cardholder statement should be received by the individual no later than the 5th of each month. Contact the Program Administrator if you did not receive a statement for proper instructions.

- 7.2 STATEMENT RECONCILIATION. The cardholder must review all transactions for the calendar month. An itemized receipt must be attached to the statement verifying the receipt of each purchase, service or credit listed. Each statement must be reviewed and initialed by the Department Head.

If a receipt is missing, it is the cardholder's responsibility to contact the vendor and obtain an itemized receipt for the transaction. The cardholder has one (1) opportunity to attach a written statement containing the itemized information as a substitute receipt. (See warnings and privileges item 9.0)

If the cardholder made an unapproved purchase, the County of Sampson Finance Department receipt must be attached to the statement providing proof of reimbursement to the County. (See warnings and privileges item 9.0)

- 7.3 TRANSACTION DISPUTE. The cardholder is responsible for contacting the vendor for any transaction that was charged to the credit card erroneously and resolve

the discrepancy. An itemized receipt is required from the vendor for the credit regarding the incorrect charge.

If the disputed charge cannot be resolved with the vendor directly, it is the responsibility of the cardholder to contact BB&T 910-299-1100 and report the issue. Notate the name of the person, date and time the bank was contacted.

Attachment 4.4 Cardholder Transaction Dispute is required to be completed and attached to the cardholder's monthly statement for documentation of the discrepancy.

- 7.4 STATEMENT SIGNATURE. The statement must be dually signed by the cardholder and the cardholder's approving department head. The signatures verify that both the cardholder and the approving department head has reviewed all transactions and all itemized receipts are attached to the statement.
- 7.5 STATEMENT SUBMITTAL. The cardholder statement with itemized receipts attached, dually signed by the cardholder and approving department head are due in the Finance Office no later than the 10th of each month.

8.0 CARD SECURITY

- 8.1 CARD SECURITY. It is the cardholder's responsibility to safeguard the credit card and account number to the same degree that a cardholder safeguards their own personal credit information.
- 8.2 WEBSITE ACCOUNT SECURITY. DO NOT enter your credit card account number to be kept on file in any internet website account. Internet website accounts can be "hacked" and a credit card account number can be compromised.
- 8.3 LOST OR STOLEN CARD. The cardholder is responsible for immediately contacting the bank at the following number if the credit card is lost or stolen.

BB&T
1-910-299-1100

Representatives are available 24 hours a day. Advise the bank representative that the call is regarding a lost or stolen County of Sampson credit card.

The cardholder will notify the Program Administrator immediately after contacting BB&T.

The cardholder must notify his/her Department head of the lost or stolen card within one (1) working day after discovering the card missing.

The cardholder will prepare and submit to his/her approving department head a written report of the lost or stolen card with one (1) working day using Attachment 4.5 Lost/Stolen Credit Card Notification. Attachment 4.5 must also be forwarded to the Program Administrator. Retain a copy of Attachment 4.5 for your records.

If the card is subsequently found, Attachment 4.3 Credit Card Destruction Notice must be completed and sent with the card to the Program Administrator for destruction.

- 8.4 CARD RENEWAL/EXPIRED CARD. The Program Administrator will notify the cardholder when a renewal credit card has arrived in the Finance Office. The expired card is to be forwarded to the Program Administrator for destruction attached to a completed Attachment 4.3 Credit Card Destruction Notice.
- 8.5 CARDHOLDER LEAVES OF ADSENCES. If a cardholder experiences a leave of absence, the cardholder or Department Head must notify the Program Administrator with the date leave will begin and the expected return to work date for suspension of the credit card during the leave period to ensure card security. Complete Attachment 4.2 Credit Card Maintenance Request and submit to the Program Administrator.
- 8.6 CARDHOLDER TRANSFER. Prior to the cardholder being transferred to another department Attachment 4.2 Credit Card Maintenance Request must be completed by the cardholders new Department Head. If the new Department Head does not want the employee to retain the credit card after the transfer, the employee must follow 8.7 Cardholder Separation instructions.

The cardholder will turn over all itemized receipts for all transactions to his/her approving Department Head or designee for processing the monthly cardholder statement.

9.0 WARNINGS, PRIVILEGES AND VIOLATIONS

- 9.1 WARNINGS AND PRIVILEGES. A cardholder will receive warning and privileges notification immediately for submitting a monthly statement after the due date. Warning and privileges notification will be sent to a cardholder who establishes a pattern of unapproved purchases or consistently does not obtain or misplaces itemized receipts.

The warning and privileges notifications are as listed below:

First Offense – Written warning

Second Offense – Written warning and 30-day card use suspension

Third Offense – Card privileges revoked permanently

- 9.2 VIOLATIONS. Violations to this procedure may result in the loss of the use of the credit card permanently, and the improper or undocumented charge, including any late payment fee and interest charge due to untimely submittal of a card statement and itemized receipts, will be deducted from the cardholders pay. By signing Attachment 4.1 Request for Credit Card/Authorization for Use indicated the cardholders approval for the County of Sampson to deduct these charges from his/her paycheck. This delegation shall automatically cease upon the cardholders separation from the County.
- 9.3 The Department Head understands and assures that the employee fully understands this credit card policy. Failure to comply with this policy may result in disciplinary action as outlined in Article IX of the Sampson County Personnel Resolution.

VI. ATTACHMENTS

Attachment 4.1 Request for Credit Card/Authorization for Use

Attachment 4.2 Credit Card Maintenance Request

Attachment 4.3 Credit Card Destruction Notice

Attachment 4.4 Cardholder Transaction Dispute

Attachment 4.5 Lost/Stolen Credit Card Notification

County of Sampson Travel Policy

PURPOSE:

To provide the standard procedures and guidelines for necessary and reasonable expenses and to ensure that public funds are expended for travel only when it serves a public purpose for the County of Sampson. It is the intent to provide statements of policy to enable departments a comprehensive reference for uniform interpretation to pay or reimburse allowable expenses pertaining to official travel and subsistence.

SCOPE:

The scope of this policy should include the following: 1) the parties covered by the policy; 2) the procedures for approval; 3) the reconciliation process; and, 4) the rates of reimbursement.

GENERAL GUIDELINES:

Travel is contingent upon the availability of funds in the department budget. Department heads are responsible for ensuring funds are available for travel within their departmental budgets and approving travel. Department heads are responsible for scrutinizing all travel requests to ensure that such travel is necessary and reasonable for the efficient and effective operation of the department and shall ensure that all charges and expenses are in compliance with this policy. The County Manager will approve overnight travel requests for department heads and other requests for travel will be approved by the department head.

POLICY:

The purpose of this Travel Policy is to reimburse employees and appointed officials (traveler/s) serving in various capacities on boards, commissions and committees in accordance with the County of Sampson Travel Policy for all necessary and reasonable expenses incurred while traveling on official business representing the County of Sampson.

Prior to incurring any expenditure for travel, travelers must account for all estimated costs including any travel advances needed by submitting an Overnight Travel Authorization Request (Exhibit A). Travelers must also account for all expenses upon their return by submitting a complete and accurate Travel Expense Report (Exhibit B), approved by their department head. The County Manager will approve all overnight travel requests for department heads and members of Boards or Commissions. Submission of falsified travel forms or any other violations of this policy may result in disciplinary action up to and including termination. (See the Sampson County Personnel Resolution, Article IX.)

When two (2) or more travelers are traveling to the same destination, they should make every effort to use special group travel discounts and jointly use transportation including taxicabs and county-owned, leased or privately owned vehicles. Travel with representatives of other government units is also encouraged whenever possible.

DEFINITIONS:

- A. Travel – Required movement to and from the normal work station to a site located inside or outside the County to conduct County business
- B. Subsistence (Meals & Incidentals) – An allowance related to lodging, meal costs, and necessary incidental expenses (i.e. gratuities)
- C. Reimbursement – Payment for previously incurred expenses to authorized parties
- D. Travel advance – An approved request for funds to be issued prior to the start date of travel
- E. Lodging – Motel/hotel costs involved in approved overnight travel
- F. Per Diem – An allowance paid for each day (in this instance, for meals and incidentals)
- G. Business meals – Meals in conjunction with meetings or fieldwork, where County business is discussed and/or conducted
- H. Agenda – Specific detailing of the name of the event, days covered, meals provided, etc.

Excessive expenditures, unnecessarily indirect travel routes, luxury accommodations, and unjustified or unnecessary services in the performance of official business are not permitted. Travelers may be personally responsible for unnecessary and unauthorized expenditures and any additional expenses incurred for personal preference or convenience.

1.0 OVERNIGHT TRAVEL AUTHORIZATION

- 1.1 Travelers must request approval for all travel in advance of incurring any expenditure, including registration fees, related to the trip. For overnight travel, the traveler must complete an Overnight Travel Authorization Request (Exhibit A). No registration/reservations should be made before travel has been appropriately authorized for overnight travel.
- 1.2 All Overnight Travel Authorization Requests must include an agenda. Any exceptions must be approved by the County Manager.
- 1.3 Once all sections of the Overnight Travel Authorization Request are completed, the traveler must sign and submit it to their department head or the County Manager for approval. The department head or County Manager should assess the necessity of the trip, the reasonableness of the expenses, and that an unencumbered appropriation sufficient to cover the total estimated cost of the travel remains in the appropriate expenditure line item before approving. For department head travel, the approved form must be submitted to the Finance Department.

- 1.4 The traveler must use the Travel Expense Report (Exhibit B) to submit actual expenses once the trip is completed.

2.0 TRAVEL ADVANCE

The County of Sampson will assist travelers who are required to travel on official business by advancing up to 100% of the estimated travel expenses. Once the Overnight Travel Authorization Request (See Section 1.0) has been approved, the traveler may receive funds for the overnight trip.

- 2.1 Travelers should complete a Request for Advance Travel (Exhibit C) and have the form approved by their department head or the County Manager to obtain a cash advance for authorized travel. Payment for advance travel is limited to the dates that the Finance Department writes checks. Travelers may pick up their checks no earlier than the workday prior to the start of a trip.
- 2.2 As noted in Section 1.1, airfare and lodging can be charged to a credit card, if available, after the travel is approved.
- 2.3 Employees that have not reconciled their advance travel within the allowed time are subject to and agree to have the entire advance withheld from their paycheck.

3.0 TRANSPORTATION

Employees are expected to hold local business travel to a minimum and travel together if at all practical. A completed monthly Travel Expense Report (Exhibit B) will be required for all local business travel. These statements will contain odometer readings, travel dates, locations traveled to and from and shall be approved by the respective department head by original signature only. No rubber stamp or designee may give approval.

- 3.1 Air Travel: Coach is the approved class of travel for all Travelers on domestic and international flights. Business class is optional for international flights greater than eight (8) hours flying time with approval of the department head. Upgrades to first class will not be reimbursed.
- 3.2 Private Aircraft: Use of private/personal aircraft is not approved and, accordingly, no reimbursement will be made for the use of such aircraft.

- 3.3 Airline Club Membership: Travelers may not be reimbursed for membership in airline clubs.
- 3.4 Rail Travel: Travelers should use coach class when traveling by rail. When an overnight stay is required on board a train, a roomette or duplex accommodation is permitted. The use of a private/personal rail car is not approved and, accordingly, no reimbursement will be made for its use.
- 3.5 Ground Transportation: Travelers should use the most economical and reasonable means of ground transportation that satisfies the traveler's business purpose and requirements. These include and are limited to taxis, airport/hotel shuttle vans, rental cars, personal cars and public transportation.
- 3.6 Rental Cars: Rental cars should be used only when they are clearly the most economical mode of transportation. Car rentals must be justified if the conference is in the same hotel that the traveler has selected for lodging.
- 3.6.1 When reserving a car, travelers should:
- Request a compact or intermediate size car for four (4/-) travelers.
 - Refuse Loss/Collision Damage Waiver and Personal Accident Insurance for domestic business travel. Since the County provides insurance for business rentals, the traveler will not be reimbursed if they purchase this coverage.
 - Purchase available insurance coverage for business rentals outside the continental U.S., the cost of which will be reimbursed as a business expense.
 - Return the rental car with a full tank of gasoline to avoid a refueling charge by the vendor.
 - Use their County credit card to pay for rental cars, otherwise use their personal charge card and be reimbursed via the Travel Expense Report process or cash advance.
- NOTE: When rental cars are used for combined personal and business travel, the traveler should consider purchasing the Loss/Collision Damage and Personal Accident Insurance at his/her expense.
- 3.7 Personal Cars: When public transportation is unavailable or impractical, the traveler may use a personal auto for business purposes.

- 3.7.1 Reimbursement for miles traveled will be at the maximum rate allowed by the IRS, which is updated annually on the first day of January.
 - 3.7.2 Parking charges and tolls will be reimbursed. Receipts are required.
 - 3.7.3 Fines for parking or traffic violations will NOT be reimbursed under any circumstances.
 - 3.7.4 Travelers using a personal auto must carry minimum auto liability insurance limits as required by North Carolina law. In case of an accident while engaged in County business, County liability insurance will apply above personal insurance. The County does not provide physical damage coverage for personal vehicles.
 - 3.7.5 Permission to use a personal vehicle in lieu of public transportation must have prior approval from the department head and the County Manger.
 - 3.7.6 Travelers attending the same event must arrange carpools or common carriers whenever possible. Any exceptions must be approved by the County Manager.
- 3.8 County Vehicles: County vehicles may be used for any authorized travel. The requesting traveler must obey all laws of the jurisdiction in which the vehicle is being operated and will be responsible for any parking or traffic violations incurred while using the County vehicle. The vehicle should be used in conducting County business only. A minimal amount of personal use, such as driving the vehicle to and from a meal is allowed. Non-County travelers may accompany County travelers if they have a business interest in the travel. If family members accompany travelers on a business trip, their personal vehicle must be used. (See the Sampson County Personnel Policy for use and operation of County-owned vehicles.)
- 3.9 Fuel Credit Cards: The County has credit cards for the specific purpose of purchasing fuel for County-owned vehicles. These cards MUST be used. The gasoline companies offer a Federal discount per gallon, as well as, a State discount, if purchased in N.C. which saves the user department money for every gallon purchased.

4.0 **LODGING**

- 4.1 Lodging for travelers without a credit card must be paid to the lodging provider in advance by the County. The paid invoice from the lodging provider must be turned in to the Finance Department after the traveler's return. The department head may reserve the room with his/her County credit card. If the traveler has a County issued credit card, lodging charges should be placed on the traveler's

County credit card and the traveler must attach the paid lodging invoice to his/her County credit card statement.

- 4.2 If paid by the traveler; room cost, including taxes, should be listed separately from parking, phone charges, etc. on the Travel Expense Report.
- 4.3 It is the traveler's responsibility to cancel the reservation in the event of a plan change. The traveler must request and record the cancellation number in case of billing disputes. When the traveler fails to cancel a reservation, a written explanation for the failure to cancel is required, and must be approved by the Finance Officer and the County Manager prior to request for reimbursement of the hotel bill. Receipts for lodging shall be obtained and submitted with the Travel Expense Report.
- 4.4 If the traveler chooses to arrive at the location of the training the night before it begins, the County will not pay for lodging expense if it is located within 60 miles of the trip's origination.

5.0 MEALS

- 5.1 Business Meals: Meals in conjunction with meetings or fieldwork where County business is discussed and/or conducted are considered business meals.
 - 5.1.1 Proper documentation of the business purpose is essential. Documentation should include:
 - Name, title and company affiliation of those attending.
 - Business topic
 - Original itemized receipts including tips.
 - 5.1.2 Reciprocal entertainment among County personnel which does not involve a specific business purpose will NOT be reimbursed.
- 5.2 Personal Meals: A per diem allowance will be provided for meal and incidental expenses only if travel requires an overnight stay. The per diem allowance will be based on the rates set by the U.S. General Services Administration (GSA) (<http://www.gsa.gov>). The allowance may be requested as part of an Advance Travel Request or may be reimbursed after the employee has returned.

- 5.2.1 Meal expenses include the tip for service.
- 5.2.2 Incidentals listed in the GSA category table below include fees and tips given to porters, baggage carriers, bellhops, hotel maids, flight attendants.
- 5.2.3 The per diem allowance differs by location and the traveler is responsible for checking the GSA Meals & Incidental Expenses Breakdown (M&IE) for the specific location of travel at www.gsa.gov/perdiem. The amount listed is the daily amount that will be reimbursed for a full day. The meal breakdown is updated annually by GSA. No receipts are required for reimbursement of personal meals and incidental costs, as a Per Diem is paid to cover these costs.
- 5.2.4 In the event that the per diem allowance needs to be prorated to reflect times that the traveler is not in travel status, the per diem allowance will be based on the per meal allowance set by GSA. Travelers may receive a meal and incidental allowance for partial days of travel when the partial day is the day of departure or the day of return. The following schedule guidelines will be used to determine the per diem allowance for that day.
 - Departure prior to 12:00 noon – 75% per diem
 - Departure after 12:00 noon – 50% per diem
 - Return prior to 12:00 noon – 50% per diem
 - Return after 12:00 noon – 75% per diem
- 5.2.5 In the event that the traveler must travel out of the County during the work day, meals will be reimbursed according to the chart above. Travel for 12 hours or more will be paid at 100% of the per diem rate.

6.0 WEEKEND TRAVEL

Airlines may offer substantial discounts when a trip includes a Saturday night stay. Travelers may leave early or extend a business trip into a weekend to take advantage of a substantial discount.

- 6.1 The County will reimburse expenses for additional weekend nights IF THE SAVINGS IS GREATER THAN THE COST OF THE LODGING.
- 6.2 To qualify for reimbursement travelers should be aware of the following guidelines:

- 6.2.1 The additional lodging and meal and incidental expenses are less than the savings obtained by comparing the Saturday night stay airfare with the airfare for a non-Saturday night stay.
- 6.2.2 Support showing the savings must be included with the Travel Expense Report (printout from website showing the differences in airfare costs vs the cost of additional lodging, meal and incidental expenses).
- 6.3 Worker's Compensation insurance may not apply to accidents occurring during periods of extended travel for personal activities. See Section 3.6 Rental Cars. If a traveler is involved in an accident with a rental car during a weekend stay when no County business is conducted, he/she will not be covered under the County's insurance policy.

7.0 COMBINED BUSINESS/PERSONAL TRAVEL

Under most circumstances travelers should NOT be encouraged to combine business and personal trips.

- 7.1 Only the actual documented business expenses will be reimbursable.
- 7.2 A vacationing traveler who makes a side trip to a business destination at the request of their department head or the County Manager will only be reimbursed for the business expenses incurred.
- 7.3 All the personal expenses including the airfare to and from the vacation destination are considered personal.
- 7.4 Any combination of business/personal travel should be discussed prior to the trip with the traveler's department head or the County Manager.
- 7.5 Travelers should refer to the Section 3.6 Rental Cars and Section 6.0 Weekend Travel for guidance on insurance coverage for personal portions of combined travel.

8.0 OTHER REIMBURSABLE EXPENSES RELATED TO TRAVEL

- 8.1 Specific miscellaneous or other expenses related to travel which are reimbursable and should be included on a Travel Expense Report form include:
 - 8.1.1 Reasonable dry cleaning/laundry expense for trips exceeding five (5) working days.

- 8.1.2 Postage, photocopy, miscellaneous supplies, secretarial or business services required during a trip.
- 8.1.3 Passports, Traveler's check fees and currency exchange fees, where applicable.
- 8.1.4 Checked luggage fee imposed by airline for one additional bag. The Overweight fee for greater than 50 pounds is not eligible expense since the cost of an additional bag is cheaper than the Overweight fee.
- 8.1.5 Personal phone calls home while away on overnight business trips, to the extent that they are of reasonable frequency and duration up to \$5/day.

9.0 **NON-REIMBURSEABLE EXPENSES RELATED TO TRAVEL**

9.1 The following expenses are NOT reimbursable and should not be included on a Travel Expense Report:

- 9.1.1 Fees associated with any personal charge/credit cards.
- 9.1.2 Air travel insurance or other personal trip insurance.
- 9.1.3 Charges for a barber, manicurist, beautician, bootblack, masseur, etc.
- 9.1.4 Athletic, social or country club fees for personal activities.
- 9.1.5 Cost of newspapers, magazines, toiletries, cigarettes, alcohol, etc.
- 9.1.6 Fees for dependent care, elder care, pet care, home sitting, etc.
- 9.1.7 Medical expenses.
- 9.1.8 Personal articles, blankets, clothing, etc. (Except damage or theft thereto. Refer to Section 10.0 Personal Loss)
- 9.1.9 Personal entertainment such as in-room movies and mini-bars.
- 9.1.10 Purchase of luggage/briefcases.
- 9.1.11 Traffic fines.

10.0 **PERSONAL LOSSES**

10.1 Loss of personal property by a traveler while away on business will be reimbursed by the Finance Department provided:

- 10.1.1 The traveler took reasonable and normal precautions to protect and safeguard the property.

- 10.1.2 The loss was immediately reported to the police or other appropriate authorities.
 - 10.1.3 The value of the lost, stolen or damaged items can be reasonably substantiated.
 - 10.1.4 The traveler has first applied the loss to his/her personal homeowner's/renter's insurance policy.
 - 10.1.5 Reimbursement will not exceed the amount of the deductible if the loss is recoverable under the personal insurance policy.
- 10.2 Reimbursement of personal losses requires written approval by the department head and the County Manager.

11.0 REIMBURSEMENT PROCEDURES

- 11.1 Approval: After the trip is completed, travelers must complete a Travel Expense Report to request reimbursement for all travel expenses defined in the County's travel policy to the appropriate department head for approval.
- 11.1.1 All receipts must be neatly provided (taped on an 8 ½ x 11 piece of paper which facilitates scanning) and then stapled to the Travel Expense Report form before submitting it for approval. Improperly prepared reports may be returned to the traveler for amendment.
 - 11.1.2 Travel expenses submitted for reimbursement by employees are to be approved by their department head (based on policy guidelines).
 - 11.1.3 Travel expenses submitted for reimbursement by members of the Board of Commissioners are to be approved by the Assistant County Manager.
 - 11.1.4 The approving department head is responsible for assuring that the expenses are legitimate, reasonable, properly documented and in conformance with the County's policy.
 - 11.1.5 Exceptions to the stated policy must be specifically approved on an individual basis by the County Manager.
 - 11.1.6 Travel Expense Reports must be submitted monthly for payment by the 20th of the following month. Travel reimbursements not submitted within 45 days after the end of the month of travel may be denied payment.

11.2 Receipt and Documentation Requirements: Original receipts (or copies that are signed by the traveler), regardless of the amount, must be obtained and submitted with the traveler's Travel Expense Report for the following expenses:

- Lodging at a commercial establishment
- Automobile rental
- Airline travel
- Bus or rail tickets

A copy of the receipt is acceptable documentation for charges placed on the County's credit card. Supporting documentation must be attached for all travel expenses of the Travel Expense Report.

11.2.1 In the case where the Travel Expense Report shows money is due back to the County the payment shall be made to the Finance Department located at 406 County Complex Road, Bldg. C. A copy of the receipt showing the traveler has settled their outstanding advance should be attached to the Travel Expense Report. At no point should cash/checks be submitted with the Travel Expense Report.

11.2.2 Adherence to the County's guidelines regarding approval, receipts, and documentation is essential for prompt payment of or reimbursement for travel expenses pertaining to travel, lodging, meals and miscellaneous travel expenses.

11.2.3 Employee consents to the garnishment of wages to satisfy any amounts owed by virtue of completing the Overnight Travel Authorization Form and/or Advance Travel Request Form.

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 2 (f)

Meeting Date: April 6, 2015

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

SUBJECT: Appointments

DEPARTMENT: Governing Body

PUBLIC HEARING: No

CONTACT PERSON: Vice Chairperson Sue Lee

PURPOSE: To consider appointments to various boards and commissions

Airport Authority Mr. Ted Thomas has resigned, thus leaving one vacancy on the Authority for a term which expires 10/2017.

Dr. Theodore B. Thomas, III
551 Airport Road
Clinton, NC 28328
(910) 990-1509

March 11, 2015

To: Mr. Billy Lockamy, Sampson County Chair
Mr. Ed Causey, Sampson County Manager

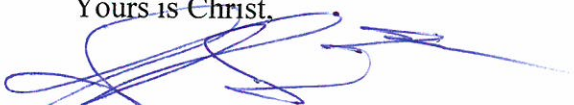
Re: Clinton Sampson County Airport Advisory Board

Mr. Causey,

It has been an honor and pleasure to serve on the Clinton-Sampson Airport Advisory Board for over the past 18 or more years. I am proud of the changes and improvements that have taken place over those years. Being the oldest serving board member I feel it is time for me to move on and give someone else an opportunity to serve. So this is my official letter of resignation effective as of this date.

Thanks for all that you all do to keep Sampson County a wonderful place to live.

Yours is Christ,



Theodore B. Thomas, III, DDS

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 3

Meeting Date: April 6, 2015	<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 March 2, 2015 meeting
- b. Adopt a resolution proclaiming April 2015 as Public Health Month
- c. Adopt a resolution proclaiming April 2015 as Child Abuse Prevention Month
- d. Approve the execution of Lease Amendment No. 2 to the USDA lease at 80 County Complex Road
- e. Approve renewal of the lease for the SECU ATM kiosk located on the County Complex
- f. Award the bid for Lead Paint Hazard Reduction and Asbestos Inspection Services for SFR 2014 Program to Roy Consulting Group Corporation
- g. Approve tax refunds
- h. Approve budget amendments

RECOMMENDED ACTION OR MOTION: Motion to approve Consent Agenda as presented

The Sampson County Board of Commissioners convened for their regular meeting at 7:00 p.m. on Monday, March 2, 2015 in the County Auditorium, 435 Rowan Road in Clinton, North Carolina. Members present: Chairman Billy C. Lockamy, Vice Chairperson Sue Lee, and Commissioners Albert D. Kirby Jr., Harry Parker, and Clark H. Wooten.

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

Approval of Agenda

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

Roads

Monthly Report Keith Eason, NCDOT Assistant District Engineer, was present to receive questions and comments from the Board and citizens in attendance. Mr. Eason encouraged citizens to report potholes which have resulted from the recent winter weather, noting they are safety concern and would be a focus for DOT work. Mr. Larry Sutton asked what efforts were being done to encourage involvement in the roadside trash removal, and Mr. Eason noted the Big Sweep efforts each fall and spring and the availability of the Adopt-A-Highway program.

Item 1: Planning and Zoning Issues

It was noted that there were two items advertised for consideration; while both were included in the minutes/materials provided as attachments by the Planning Department, only one item was noted on the cover/abstract page.

ZA-2-15-1 Chairman Lockamy opened the public hearing, and Planning Director Mary Rose presented recommended changes to Zoning Ordinance Section 10.2, Proceedings of the Board of Adjustment, noting these were offered to address recent changes by the Legislature. Commissioner Kirby asked if any of the changes were mandatory or discretionary, and Ms. Rose explained that in some instances counties may go above and beyond what is required by the state. Commissioner Kirby discussed concerns in the proposed language for Section D which seemed to confer greater authority with the Chairman of the Planning Board/Board of Adjustment rather than the full Planning Board, questioning what would occur if the Chairman and members

were in disagreement. After consultation with the County Attorney, the recommended language in 10.2, D was amended as follows:

The Chairman, or in his absence, the acting Chairman or Clerk, may administer oaths and compel the attendance of witnesses. The Chair, or acting Chair, may subpoena witnesses and compel the production of evidence. The Chair also rules on requests for and objections to subpoenas, with appeals of the Chair's ruling to the full Board

There were no comments from the floor, and the hearing was closed. Upon a motion by Commissioner Kirby and a second by Commissioner Wooten, zoning ordinance amendment ZA-2-15-1 was approved as proposed, with the changes in Section D as noted above. (Copies of proposed language filed in Inc. Minute Book _____, Page _____.)

ZA-2-15-2 Chairman Lockamy opened the public hearing, and Planning Director Mary Rose presented recommended changes to Zoning Ordinance Section 10.3, Powers and Duties of the Board of Adjustment, noting these were also offered to address recent changes by the Legislature. There were no comments from the floor, and the hearing was closed. Upon a motion by Commissioner Wooten and a second by Commissioner Kirby, zoning ordinance amendment ZA-2-15-2 was approved as proposed. (Copies of proposed language filed in Inc. Minute Book _____, Page _____.)

Item 2: Action Items

Public Hearing – Consideration of Performance Based Incentives for Economic Development Projects: Rheinfelden Americas, LLC Economic Developer John Swope reported that when the company's letter of commitment was received, the amounts differed slightly than those advertised, so it was requested that the hearing be closed and re-advertised for April 6, 2015 with the corrected figures.

Public Hearing – Consideration of Performance Based Incentives for Economic Development Projects: Kansas City Sausage Company, LLC The Chairman opened the hearing and called upon Economic Development Director John Swope who reported that the prospect had requested continuation of the hearing as their attorneys had not had sufficient time to review the proposed incentive agreement. Upon a motion made by Commission Wooten and seconded by Commissioner Parker, the hearing was continued until April 6, 2015. Commissioner Kirby requested that Mr. Swope have the Kansas City Sausage attorneys address previous violations and their resolution of them.

Application to NCDOC Rural Development Division for NC Building Restoration and Reuse Grant Funding for Kansas City Sausage Company, LLC Economic Development Director John Swope explained that the North Carolina Department of Commerce's Rural Development Division has grant funding available

for local governments to assist with the renovation or expansion of a building occupied by an existing NC company wishing to expand. As part of the County's efforts to assist Kansas City Sausage Company's planned renovations of the facility at 1600 Martin Road, the Board was asked to authorize the submission of an application for \$500,000 in grant assistance from the Building Restoration and Reuse Grants Program. He explained that the grant requires a 5% cash match, which the company had agreed to pay. Upon a motion made by Commissioner Wooten and seconded by Commissioner Lee, the Board voted unanimously to adopt the resolution authorizing the submission of the application, if discussions with the state and prospect determined this funding should be sought. (Copy filed in Inc. Minute Book _____, Page _____.)

Application for North Carolina's Industrial Fund Utility Grant Funding for Carolina Cellulosic Biofuels, LLC Economic Development Director John Swope explained that as part of the County efforts to assist Carolina Cellulosic Biofuels, LLC (Chemtex) with the location of their facility in Sampson County, it was requested that the Board authorize the submission of an application for \$750,000 in utility grant funding from the State's Industrial Fund. He explained that the grant funding would assist the industry in the construction of an approximately 2,400 lf rail spur, with additional funding from CDBG funding, a NC DOT Rail Access grant and company funding. Upon a motion made by Commissioner Kirby and seconded by Commissioner Parker, the Board voted unanimously to adopt the resolution authorizing the submission of the application as requested. (Copy filed in Inc. Minute Book _____, Page _____.)

Travel Policy and Credit Card Policy Commissioner Kirby expressed a desire to have more time to review the Travel Policy and Credit Card Policy. Upon a motion made by Commissioner Kirby and seconded by Commissioner Parker, the Board voted unanimously to table the consideration of the policies to the April 6, 2015 regular scheduled meeting.

Approval of Documents Related to Funding of 2006 Certificates of Participation Finance Officer David Clack introduced the following resolution, a summary of which had been provided to each Commissioner, a copy of which was available with the Clerk to the Board and which was read by title:

**RESOLUTION OF THE COUNTY OF SAMPSON, NORTH CAROLINA,
APPROVING AN AMENDMENT TO AN INSTALLMENT PURCHASE
CONTRACT WITH SAMPSON AREA DEVELOPMENT CORPORATION AND
RELATED MATTERS**

WHEREAS, the County of Sampson, North Carolina (the "*County*") is a political subdivision validly existing under the Constitution, statutes and laws of the State (the "*State*"); and

WHEREAS, the County has the power, pursuant to North Carolina General Statutes, to (1) purchase real and personal property, (2) enter into installment purchase contracts in order to finance and refinance

the purchase of real and personal property used, or to be used, for public purposes, and (3) grant a security interest in some or all of the property purchased to secure repayment of the purchase price; and

WHEREAS, the County has previously entered into an Installment Purchase Contract dated as of November 1, 2006 (the “*2006 Contract*”) with the Sampson Area Development Corporation (the “*Corporation*”) in order to pay the capital costs of (1) acquiring, constructing and equipping Union High School and (2) acquiring, constructing and equipping Midway High School (collectively, the “*2006 Project*”); and

WHEREAS, to secure its obligations under the 2006 Contract, the County provided a security interest in the real property on which Union High School and Midway High School are located and all improvements thereon (collectively, the “*Mortgaged Property*”); and

WHEREAS, the Corporation previously executed and delivered its Certificates of Participation, Series 2006 (the “*2006 Certificates*”), evidencing proportionate undivided interests in rights to receive certain revenues (the “*Revenues*”) pursuant to the 2006 Contract under an Indenture of Trust dated as of November 1, 2006 (the “*General Indenture*”), as supplemented by Supplemental Indenture, Number 1 dated as of November 1, 2006, each between the Corporation and Regions Bank, as trustee; and

WHEREAS, the Board of Commissioners of the County (the “*Board*”) hereby determines that it is in the best interests of the County to enter into Amendment Number One to the Installment Purchase Contract dated as of June 1, 2015 (the “*Contract Amendment*,” and together with the 2006 Contract, the “*Contract*”) with the Corporation in order to refinance the County’s Installment Payments (as defined in the Contract) corresponding to the 2006 Certificates maturing on and after June 1, 2018 (collectively, the “*Refunded Certificates*”); and

WHEREAS, in order to accomplish the refinancing, the Corporation will execute and deliver Additional Certificates under the General Indenture to be designated as Refunding Limited Obligation Bonds, Series 2015 (the “*2015 Bonds*”), evidencing proportionate undivided interests in rights to receive certain Revenues pursuant to the Contract; and

WHEREAS, the Board has previously determined that (1) the acquisition of the 2006 Project is essential to the County’s proper, efficient, and economic operation and to the general health and welfare of its inhabitants and (2) the 2006 Project will provide an essential use and will permit the County to carry out public functions that it is authorized by law to perform; and the Board hereby determines that entering into the Contract Amendment is necessary and expedient for the County by virtue of the findings presented herein; and

WHEREAS, the County hereby determines that the Contract Amendment allows the County to refinance the Refunded Certificates at a favorable interest rate currently available in the financial marketplace and on terms advantageous to the County; and

WHEREAS, the County hereby determines that the estimated cost of refinancing the Refunded Certificates exceeds the amount that can be prudently raised from currently available appropriations, unappropriated fund balances and non-voted bonds that could be issued by the County in the current fiscal year pursuant to Article V, Section 4 of the Constitution of the State; and

WHEREAS, although the cost of refinancing the Refunded Certificates pursuant to the Contract Amendment is expected to exceed the cost of refinancing the Refunded Certificates pursuant to a bond financing for the same undertaking, the County hereby determines that the cost of refinancing the Refunded Certificates pursuant to the Contract Amendment and the obligations of the County thereunder are

preferable to a general obligation bond financing or revenue bond financing for several reasons, including but not limited to the following: (1) the cost of a special election necessary to approve a general obligation bond financing, as required by the laws of the State, would result in the expenditure of significant funds; (2) the time required for a general obligation bond election would cause an unnecessary delay which would thereby decrease the financial benefits of refinancing the Refunded Certificates; and (3) insufficient revenues are produced by the 2006 Project so as to permit a revenue bond financing; and

WHEREAS, the County has determined and hereby determines that the estimated cost of refinancing the Refunded Certificates pursuant to the Contract Amendment reasonably compares with an estimate of similar costs under a bond financing for the same undertaking as a result of the findings delineated in the above preambles; and

WHEREAS, the County does not anticipate a future property tax increase to pay Installment Payments falling due under the Contract; and

WHEREAS, the sums to fall due under the Contract will be adequate but not excessive for its proposed purpose; and

WHEREAS, Parker Poe Adams & Bernstein LLP, as special counsel, will render an opinion to the effect that entering into the Contract and the transactions contemplated thereby are authorized by law; and

WHEREAS, no deficiency judgment may be rendered against the County in any action for its breach of the Contract, and the taxing power of the County is not and may not be pledged in any way directly or indirectly or contingently to secure any moneys due under the Contract; and

WHEREAS, the County is not in default under any of its debt service obligations; and

WHEREAS, the County's budget process and Annual Budget Ordinance are in compliance with the Local Government Budget and Fiscal Control Act, and external auditors have determined that the County has conformed with generally accepted accounting principles as applied to governmental units in preparing its Annual Budget ordinance; and

WHEREAS, past audit reports of the County indicate that its debt management and contract obligation payment policies have been carried out in strict compliance with the law, and the County has not been censured by the North Carolina Local Government Commission (the "*LGC*"), external auditors or any other regulatory agencies in connection with such debt management and contract obligation payment policies; and

WHEREAS, in connection with the sale of the 2015 Bonds by the Corporation to Stephens, Inc. and, if necessary, another financial institution to be selected by the County Manager and the Finance Officer (collectively, the "*Underwriters*"), the County desires to make certain representations and warranties to the Underwriters in the form of the County's Letter of Representations to the Underwriters (the "*Letter of Representations*"); and

WHEREAS, there has been described to the Board the following documents (collectively, the "*Instruments*"), copies of which have been made available to the Board, which the Board proposes to approve, enter into and deliver, as applicable, to effectuate the proposed installment purchase financing:

- (1) the Contract Amendment;
- (2) the Letter of Representations;

(3) an Escrow Agreement dated as of June 1, 2015 (the “*Escrow Agreement*”) between the County and a financial institution to be selected by the Finance Officer, as escrow agent; and

(4) a Purchase Contract to be dated on or about April 22, 2015 (the “*Purchase Contract*”) between the Corporation and the Underwriters; and

WHEREAS, to make an offering and sale of the 2015 Bonds, there will be prepared a Preliminary Official Statement (the “*Preliminary Official Statement*”), a draft thereof having been presented to the Board, and a final Official Statement (collectively with the Preliminary Official Statement, the “*Official Statement*”) with respect to the 2015 Bonds, which Official Statement will contain certain information regarding the County; and

WHEREAS, it appears that each of the Instruments and the Preliminary Official Statement is in an appropriate form and is an appropriate instrument for the purposes intended; and

WHEREAS, the Board hereby reaffirms each of the findings it made with respect to the 2006 Contract and the 2006 Project in the resolution adopted by the Board on November 6, 2006; and

WHEREAS, the County must obtain the LGC’s approval to enter into the Contract Amendment;

NOW, THEREFORE, BE IT RESOLVED by the Board as follows:

Section 1. ***Ratification of Instruments; Application to the LGC.*** All actions of the County, the County Manager, the Finance Officer, the Clerk to the Board, the County Attorney and their respective designees, whether previously or hereinafter taken, in effectuating the proposed refinancing are hereby approved, ratified and authorized pursuant to and in accordance with the transactions contemplated by the Instruments. The Finance Officer or his designee is hereby directed to file with the LGC an application for its approval of the Contract Amendment and all relevant transactions contemplated thereby on a form prescribed by the LGC and to state in such application such facts and to attach thereto such exhibits regarding the County and its financial condition as may be required by the LGC.

Section 2. ***Financing Team.*** The financing team of Parker Poe Adams & Bernstein LLP, as special counsel; DEC Associates, Inc., as financial advisor; Stephens, Inc., as the representative of the Underwriters; Regions Bank, as trustee under the General Indenture and as the escrow agent under the Escrow Agreement; and Moore & Van Allen PLLC, as Underwriters’ counsel, is approved. The County Manager and the Finance Officer are hereby authorized and directed, individually and collectively, to select, if necessary, one or more financial institutions to serve with Stephens, Inc. as an Underwriter.

Section 3. ***Authorization of the Official Statement.*** The form, terms and content of the Preliminary Official Statement are in all respects authorized, approved and confirmed, and the Underwriters’ use of the Preliminary Official Statement and the final Official Statement to be dated on or about April 22, 2015 in connection with the sale of the 2015 Bonds is hereby in all respects authorized, approved and confirmed. The County Manager and the Finance Officer are hereby authorized, individually and collectively, to deliver the final Official Statement in substantially the form and content presented to the Board, but with such changes, modifications, additions or deletions therein as they deem necessary, desirable or appropriate.

Section 4. ***Authorization to Execute the Contract Amendment.*** The County approves the refinancing of the Refunded Certificates in accordance with the terms of the Contract Amendment, which will be a valid, legal and binding obligation of the County in accordance with its terms. The form and

content of the Contract Amendment are hereby authorized, approved and confirmed, and the Chairman of the Board, County Manager, the Finance Officer and the Clerk to the Board and their respective designees are hereby authorized, empowered and directed, individually and collectively, to execute and deliver the Contract Amendment, including necessary counterparts, in substantially the form and content presented to the Board, but with such changes, modifications, additions or deletions therein as they deem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of the County's approval of any and all changes, modifications, additions or deletions therein from the form and content of the Contract Amendment presented to the Board. From and after the execution and delivery of the Contract Amendment, the Chairman of the Board, the County Manager, the Finance Officer and the Clerk to the Board and their respective designees are hereby authorized, empowered and directed, individually and collectively, to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Contract Amendment as executed.

Section 5. ***Escrow Agreement.*** The form and content of the Escrow Agreement are hereby in all respects authorized, approved and confirmed, and the Chairman of the Board, the County Manager, the Finance Officer and the Clerk to the Board and their respective designees are hereby authorized, empowered and directed, individually and collectively, to execute and deliver the Escrow Agreement, including necessary counterparts, in substantially the form and content presented to the Board, but with such changes, modifications, additions or deletions therein as they deem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of the County's approval of any and all changes, modifications, additions or deletions therein from the form and content of the Escrow Agreement presented to the Board. From and after the execution and delivery of the Escrow Agreement, the Chairman of the Board, the County Manager, the Finance Officer and the Clerk to the Board are hereby authorized, empowered and directed, individually and collectively, to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Escrow Agreement as executed.

Section 6. ***Letter of Representations; Purchase Contract.*** The form and content of the Purchase Contract are hereby approved in all respects, and the Chairman of the Board, County Manager and the Finance Officer are authorized, individually and collectively, to execute the Letter of Representations for the purposes stated therein.

Section 7. ***County Representative.*** The Chairman of the Board, the County Manager and the Finance Officer are hereby designated as the County's Representatives to act on behalf of the County in connection with the transaction contemplated by the Instruments and the Preliminary Official Statement, and each is authorized to proceed with the refinancing of the Refunded Certificates in accordance with the Instruments and to seek opinions as a matter of law from the County Attorney, which the County Attorney is authorized to furnish on behalf of the County, and opinions of law from such other attorneys for all documents contemplated hereby. The County's Representative and his or her designee or designees are in all respects authorized, individually and collectively, on behalf of the County to supply all information pertaining to the County as purchaser under the Contract for use in the Preliminary Official Statement and the transactions contemplated by the Instruments or the Preliminary Official Statement. The Chairman of the Board, the County Manager, the Finance Officer and the Clerk to the Board or their respective designees are hereby authorized, empowered and directed, individually and collectively, to do any and all other acts and to execute any and all other documents, which they, in their discretion, deem necessary and appropriate in order to consummate the transactions contemplated by the Instruments or the Preliminary Official Statement or as they deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 8. *Severability.* If any section, phrase or provision of this Resolution is for any reason declared invalid, such declaration will not affect the validity of the remainder of the sections, phrases or provisions of this Resolution.

Section 9. *Repealer.* All motions, orders, resolutions and parts thereof, in conflict herewith are hereby repealed.

Section 10. *Effective Date.* This Resolution will take effect immediately on its adoption.

On a motion by Chairman Lockamy and seconded by Commissioner Kirby, the foregoing resolution entitled "Resolution of the County of Sampson, North Carolina, Approving an Amendment to an Installment Purchase Contract with Sampson Area Development Corporation and Related Matters" was duly adopted by unanimous vote.

Appointments - Workforce Development Commission Upon a motion made by Vice Chairperson Lee and a second by Commissioner Kirby, the Board voted unanimously to appoint Gary Mac Herring (filling the vacant private sector seat) and Amanda Bradshaw (filling the remainder of the term of educational representative Alonzo Royal) to the Workforce Development Commission.

Appointments - Adult Care Community Action Committee Upon a motion by Vice Chairperson Lee and a second by Commissioner Kirby, the Board voted unanimously to appoint Joni Faye Fetterman to the Adult Care Community Action Committee.

Appointments - Parks and Recreation Board Upon a motion by Vice Chairperson Lee and a second by Commissioner Parker, the Board voted unanimously to make the following appointments/reappointments to the Parks and Recreation Board:

Appointed Yolanda (JoJo) Smith to replace Doug Burley as a Southern District representative
Appointed Monica Tanner to replace Steve Honrine as a Western District representative
Reappointed Neil Baggett for a 3-yr term as a Northern District representative

Item 3: Consent Agenda

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

- a. Approved the minutes of the February 2, 2015 meeting as submitted
- b. Approved the surplus of a Trane HVAC unit from the Old County Home building and donation to the Sampson County Arts Council for installation at the Small House

c. Approved the request from the Sampson County Public Library to surplus all withdrawn titles from March 26, 2014 – March 2, 2015 and authorized disposal pursuant to the library’s Materials Selection Policy

d. Approved the following tax refunds:

#6719	Timothy Ronald Sumner	\$102.99
#6723	James Earl Vann	\$165.31
#6727	Dana Bullard Hall	\$127.94
#6731	Jorge Alberto Paniagua Rivas	\$301.29
#6739	William Windley/Peggy Pope	\$155.49
#6742	C. Phillips/J. Barefoot/C. Jackson/J. Phillips	\$409.48
#6747	Myrtle Satira Sampson	\$100.55
#6746	James Ervin Watkins	\$165.10
#6737	Ducks Unlimited	\$248.03
#6732	Carrolls Foods, Inc.	\$6,038.42
#6733	Carrolls Foods, Inc.	\$10,661.91
#6734	Carrolls Foods, Inc.	\$10,139.86

e. 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>
02558660	544000	PC II Contracted Services	100.00	

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
02035866	408400	PC II Project Incomes	100.00	

<u>EXPENDITURE</u>		<u>CES Lagoon Management</u>		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
04449560	526201	Non-depreciable Assets	1,729.00	

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
04034956	404010	Lagoon Mgmt & Ag Programs	1,729.00	

<u>EXPENDITURE</u>		<u>Master Gardner</u>		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
04449540	581000	Transfer to Master Gardner Group	11,860.00	

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
04434954	409900	Fund Balance Appropriated	11,860.00	

<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	7,800.00	

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11034310	403631	State Substance Abuse Tax/NARC	7,800.00	

<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 - United Way Ramp Constr	5,000.00	

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
02035867	403602	Home Repairs - United Way	5,000.00	

<u>EXPENDITURE</u>		<u>Well Construction</u>		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
67981570	558013	Well Construction	52,300.00	

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
67038157	403102	Sales Tax Refund	52,300.00	

<u>EXPENDITURE</u>		<u>Health/WIC</u>		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
12551670	526201	Department Supplies Equipment	1,150.00	
12551670	526200	Department Supplies	759.00	
12551670	529700	Lab Supplies	758.00	

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
12535167	404000	WIC State Revenues	2,667.00	

<u>EXPENDITURE</u>		<u>Health/OBCM & CC4C</u>		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
12551650	526200	Department Supplies	2,443.00	
12551650	526201	Department Supplies Equipment	3,000.00	
12551680	526201	Department Supplies Equipment	1,532.00	

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
12535165	404083	Medicaid	5,443.00	
12535168	404083	Medicaid	1,532.00	

<u>EXPENDITURE</u>		<u>Social Services</u>		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
13554510	54402	Contracted Services - Transportation	385,000.00	

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
13535450	403304	Title XIX Transportation	385,000.00	

- Approved Clinton City Schools budget amendments No. 1 (State Public School Fund), No. 1 (Current Expense Fund), No. 1 (Federal Programs), No. 1 (Capital Outlay), and No. 1 (Special Revenue Fund) as submitted.

Item 4: Board Information

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

- a. 2014 Community Child Protection Team Report

Item 5: Water and Sewer District Board Actions

Upon a motion made by Chairman Lockamy and seconded by Commissioner Wooten, the Sampson County Board of Commissioners recessed and reconvened as the Board of Directors of Water and Sewer District II for the consideration of the following item:

Approval of Documents Related to Refunding of Water District II General Obligation Bonds Finance Officer David Clack introduced the following resolutions, a summary of which had been provided to each member, a copy of which was available with the Clerk to the Board and which were read by title:

BOND ORDER AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING WATER BONDS OF THE WATER AND SEWER DISTRICT II OF THE COUNTY OF SAMPSON, NORTH CAROLINA IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$12,000,000

WHEREAS, the Water and Sewer District II of the County of Sampson, North Carolina (the “*District*”) has previously issued its (1) \$4,982,000 General Obligation Water Bonds, Series 2000A, \$3,890,000 of which remains outstanding (the “*2000A Bonds*”); (2) \$421,000 General Obligation Water Bonds, Series 2000B, \$325,000 of which remains outstanding (the “*2000B Bonds*”); (3) \$2,486,000 General Obligation Water Bonds, Series 2004A, \$2,120,000 of which remains outstanding (the “*2004A Bonds*”); (4) \$815,000 General Obligation Water Bonds, Series 2004B, \$3,890,000 of which remains outstanding (the “*2004B Bonds*”); and (5) \$3,783,000 General Obligation Water Bonds, Series 2005, \$3,300,000 of which remains outstanding (the “*2005 Bonds*,” and together with the 2000A Bonds, the 2000B Bonds, the 2004A Bonds and the 2004B Bonds, the “*Refunded Bonds*”);

WHEREAS, the Board of Commissioners (the “*Board*”) of the County of Sampson, North Carolina (the “*County*”), sitting as the governing body of the District, deems it advisable to refund in advance of their maturities all of the outstanding Refunded Bonds;

WHEREAS, an application has been filed with the Secretary (the “*Secretary*”) of the Local Government Commission of North Carolina (the “*Commission*”) requesting the Commission’s approval of the bonds described below as required by the Local Government Bond Act of North Carolina, and the Secretary has notified the Board that the application has been accepted for submission to the Commission.

NOW, THEREFORE, BE IT ORDERED by the Board of Commissioners of the County of Sampson, North Carolina, sitting as the governing body of the Water and Sewer District II of the County of Sampson, North Carolina, as follows:

The Board deems it advisable to refund in advance of their maturities the Refunded Bonds.

To raise the money required to pay the costs of refunding the Refunded Bonds, General Obligation Refunding Water Bonds of the District (the “*Bonds*”) are hereby authorized and shall be issued pursuant to

the Local Government Bond Act of North Carolina. The maximum aggregate principal amount of the Bonds authorized by this bond order shall be and not exceed \$12,000,000.

An ad valorem tax sufficient to pay the principal of and interest on the Bonds when due shall be annually levied and collected.

A sworn statement of the District's debt has been filed with the Clerk to the Board and is open to public inspection.

This bond order shall take effect on its adoption.

As prescribed by The Local Government Bond Act, the Clerk to the Board is directed to publish a notice of adoption, the bond order titled, "**BOND ORDER AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING WATER BONDS OF THE WATER AND SEWER DISTRICT II OF THE COUNTY OF SAMPSON, NORTH CAROLINA IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$12,000,000,**" which was introduced at the meeting of the Board held on March 2, 2015.

* * * * *

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF SAMPSON, NORTH CAROLINA, SITTING AS THE GOVERNING BODY OF THE WATER AND SEWER DISTRICT II OF THE COUNTY OF SAMPSON, NORTH CAROLINA, PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION REFUNDING WATER BONDS, SERIES 2015 OF THE WATER AND SEWER DISTRICT II OF THE COUNTY OF SAMPSON, NORTH CAROLINA IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$12,000,000

WHEREAS, the bond order described below (the "*Bond Order*") has been adopted, and it is desirable to make provision for the issuance of the bonds authorized by the Bond Order; and

WHEREAS, the Water and Sewer District II of the County of Sampson, North Carolina (the "*District*"), desires to issue its General Obligation Refunding Water Bonds, Series 2015 (the "*Bonds*") and requests that the Local Government Commission (the "*Commission*") sell the Bonds through a negotiated sale to Stephens, Inc. (the "*Underwriter*") in accordance with the terms and conditions set forth in a Purchase Contract to be dated on or about April 29, 2015 (the "*Purchase Contract*") among the District, the Commission and the Underwriter;

WHEREAS, copies of the forms of the following documents relating to the transactions described above have been filed with the District and have been made available to the Board of Commissioners of the County (the "*Board*"), sitting as the governing body of the District:

1. the Purchase Contract; and
2. a Preliminary Official Statement with respect to the Bonds to be dated on or about April 8, 2015, together with an Official Statement with respect to the Bonds to be dated on or about April 29, 2015 (collectively, the "*Official Statement*").

NOW, THEREFORE, BE IT RESOLVED by the Board as follows:

Section 1. For purposes of this Resolution, the following words have the meanings ascribed to them below:

"*Arbitrage and Tax Regulatory Agreement*" means the Arbitrage and Tax Regulatory Agreement executed by the District related to the Bonds.

“*Bonds*” means the District’s General Obligation Refunding Water Bonds, Series 2015, authorized under the Bond Order.

“*Bond Order*” the Bond Order authorizing the General Obligation Refunding Water Bonds adopted by the Board, sitting as the governing body of the District, on March 2, 2015, effective on its adoption.

“*Code*” means the Internal Revenue Code of 1986, as amended. Each reference to a section of the Code herein will be deemed to include the United States Treasury Regulations in effect with respect thereto.

“*Federal Securities*” means (a) direct obligations of the United States of America for the timely payment of which the full faith and credit of the United States of America is pledged; (b) obligations issued by any agency controlled or supervised by and acting as an instrumentality of the United States of America, the timely payment of the principal of and interest on which is fully guaranteed as full faith and credit obligations of the United States of America (including any securities described in (a) or (b) issued or held in the name of a trustee in book-entry form on the books of the Department of Treasury of the United States of America), which obligations, in either case, are held in the name of a trustee and are not subject to redemption or purchase prior to maturity at the option of anyone other than the holder; (c) any bonds or other obligations of the State of North Carolina or of any agency, instrumentality or local governmental unit of the State of North Carolina that are (i) not callable prior to maturity or (ii) as to which irrevocable instructions have been given to the trustee or escrow agent with respect to such bonds or other obligations by the obligor to give due notice of redemption and to call such bonds for redemption on the date or dates specified, and which are rated by Moody’s, if the Bonds are rated by Moody’s, and S&P, if the Bonds are rated by S&P, within the highest rating category and which are secured as to principal, redemption premium, if any, and interest by a fund consisting only of cash or bonds or other obligations of the character described in clause (a) or (b) hereof which fund may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate; or (d) direct evidences of ownership of proportionate interests in future interest and principal payments on specified obligations described in (a) held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor on the underlying obligations described in (a), and which underlying obligations are not available to satisfy any claim of the custodian or any person claiming through the custodian or to whom the custodian may be obligated.

“*Moody’s*” means Moody’s Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns and, if such corporation for any reason no longer performs the functions of a securities rating agency, “*Moody’s*” will be deemed to refer to any other nationally recognized rating agency other than S&P designated by the District.

“*Pricing Certificate*” means the certificate of the Finance Director delivered in connection with the issuance of the Bonds to establish the final maturity amounts, the interest payment dates, and the provisions for redemption with respect to the Bonds, all as agreed in the Purchase Contract.

“*Refunded Bonds*” means, collectively, the 2000A Bonds, the 2000B Bonds, the 2004A Bonds, the 2004B Bonds and the 2005 Bonds.

“*2000A Bonds*” means the District’s \$4,982,000 General Obligation Water Bonds, Series 2000B, \$3,890,000 of which remains outstanding.

“*2000B Bonds*” means the District’s \$421,000 General Obligation Water Bonds, Series 2000B, \$325,000 of which remains outstanding.

“*2004A Bonds*” means the District’s \$2,486,000 General Obligation Water Bonds, Series 2004A, \$2,120,000 of which remains outstanding.

“2004B Bonds” means the District’s \$948,000 General Obligation Water Bonds, Series 2004B, \$815,000 of which remains outstanding.

“2005 Bonds” means the District’s \$3,783,000 General Obligation Water Bonds, Series 2005, \$3,300,000 of which remains outstanding.

“S&P” means Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business, its successors and their assigns and, if such corporation for any reason no longer performs the functions of a securities rating agency, “S&P” will be deemed to refer to any other nationally recognized rating agency other than Moody’s designated by the District.

Section 2. The County Manager, the Finance Director and the Clerk to the Board shall act as set forth herein as officers of the District.

Section 3. The District shall issue its Bonds in an aggregate principal amount not to exceed \$12,000,000.

Section 4. The Bonds shall be dated as of their date of issuance. The Bonds shall pay interest semiannually on June 1 and December 1, beginning December 1, 2015, unless the Finance Director establishes different dates in his Pricing Certificate. The Bonds are being issued to refund the Refunded Bonds pursuant to and in accordance with the Bond Order.

Section 5. The Bonds are payable in annual installments on June 1 in each year, unless the Finance Director establishes a different date in his Pricing Certificate. The maturities of the Bonds will be as set forth in the Pricing Certificate.

Section 6. The Bonds are to be numbered from “R-1” consecutively and upward and shall bear interest from their date at a rate or rates which will be hereafter determined on the sale thereof computed on the basis of a 360-day year of twelve 30-day months.

Section 7. The Bonds are to be registered as to principal and interest, and the Finance Director is directed to maintain the registration records with respect thereto. The Bonds shall bear the original or facsimile signatures of the Chairman of the Board or the County Manager and the Clerk to the Board, each acting on behalf of the District. An original or facsimile of the seal of the District is to be imprinted on the Bonds.

Section 8. The Bonds will initially be issued by means of a book entry system with no physical distribution of bond certificates made to the public. One bond certificate for each maturity will be issued to The Depository Trust Company, New York, New York (“DTC”), and immobilized in its custody. A book entry system will be employed, evidencing ownership of the Bonds in principal amounts of \$5,000 or integral multiples thereof, with transfers of beneficial ownership effected on the records of DTC and its participants pursuant to rules and procedures established by DTC. Interest on the Bonds will be payable to DTC or its nominee as registered owner of the Bonds in immediately available funds. The principal of and interest on the Bonds will be payable to owners of Bonds shown on the records of DTC at the close of business on the 15th day of the month preceding an interest payment date or a bond payment date. The District will not be responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants.

If (a) DTC determines not to continue to act as securities depository for the Bonds or (b) the Finance Director, acting on behalf of the District, determines that the continuation of the book entry system of evidence and transfer of ownership of the Bonds would adversely affect the interests of the beneficial owners of the Bonds, the District will discontinue the book entry system with DTC. If the District fails to identify another qualified securities depository to replace DTC, the District will authenticate and deliver replacement Bonds in accordance with DTC’s rules and procedures.

Section 9. If the Pricing Certificate designates a date for the Bonds on and after which the Bonds are subject to redemption, then such Bonds are subject to redemption before maturity, at the option of the District, from any money that may be made available for such purpose, either in whole or in part on any date on or after the date set forth in the Pricing Certificate, at the principal amount of the Bonds to be redeemed, together with interest accrued thereon to the date fixed for redemption, with such redemption premium, if any, designated for the Bonds in the Pricing Certificate.

If the Bonds are subject to optional redemption and if less than all the Bonds are called for redemption, the District shall select the maturity or maturities of the Bonds to be redeemed in such manner as the District in its discretion may determine, and DTC and its participants shall determine which Bonds within a maturity are to be redeemed by lot; *provided, however*, that the portion of any Bond to be redeemed must be in principal amount of \$5,000 or integral multiples thereof and that, in selecting Bonds for redemption, each Bond is to be considered as representing that number of Bonds which is obtained by dividing the principal amount of such Bond by \$5,000. When the District elects to redeem any Bonds, notice of such redemption of such Bonds, stating the redemption date, redemption price and identifying the Bonds or portions thereof to be redeemed by reference to their numbers and further stating that on such redemption date there are due and payable on each Bond or portion thereof so to be redeemed, the principal thereof and interest accrued to the redemption date and that from and after such date interest thereon shall cease to accrue, is to be given not less than 30 days nor more than 60 days before the redemption date in writing to DTC or its nominee as the registered owner of such Bonds, by prepaid certified or registered United States mail, at the address provided to the District by DTC, but any failure or defect in respect of such mailing will not affect the validity of the redemption. If DTC is not the registered owner of such Bonds, the District will give notice at the time set forth above by prepaid first class United States mail, to the then-registered owners of such Bonds or portions thereof to be redeemed at the last address shown on the registration books kept by the District. The District will also mail or transmit by facsimile a copy of the notice of redemption within the time set forth above (1) to the Commission and (2) to the Municipal Securities Rule Making Board (the “MSRB”) in an electronic format as prescribed by the MSRB.

Section 10. The Bonds and the provisions for the registration of the Bonds and for the approval of the Bonds by the Secretary of the Local Government Commission are to be in substantially the form set forth in the Appendix A hereto.

Section 11. The District covenants that it will not take or permit, or omit to take or cause to be taken, any action that would adversely affect the exclusion from gross income of the recipient thereof for federal income tax purposes of the interest on the Bonds, and, if it should take or permit, or omit to take or cause to be taken, any such action, the District will take or cause to be taken all lawful actions within its power necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof. The District acknowledges that the continued exclusion of interest on the Bonds from the owner’s gross income for federal income tax purposes depends, in part, on compliance with the arbitrage limitations imposed by Section 148 of the Code. The District covenants that it will comply with all the requirements of Section 148 of the Code, including the rebate requirements, and that it will not permit at any time any of the proceeds of the Bonds or other funds under its control be used, directly or indirectly, to acquire any asset or obligation, the acquisition of which would cause the Bonds to be “arbitrage bonds” for purposes of Section 148 of the Code. The Finance Director, acting on behalf of the District, is hereby authorized to execute an Arbitrage and Tax Regulatory Agreement with respect to the Bonds.

Section 12. The District shall cause the portion of the proceeds of the Bonds necessary to redeem the Refunded Bonds to be delivered to the United States Department of Agriculture in accordance with the terms of each series of Refunded Bonds, as more particularly described in the Pricing Certificate. Any remaining portion of the proceeds of the Bonds shall be deposited in a segregated account held by the District and used to pay the costs of issuance of the Bonds. Such funds shall be invested and reinvested by the Finance Director, acting on behalf of the District, as permitted by the laws of the State of North Carolina. The Finance Director shall keep and maintain adequate records pertaining to such account and all disbursements from such account so as to satisfy the requirements of the laws of the State of North Carolina

and to assure that the District maintains its covenants with respect to the exclusion of the interest on the Bonds from gross income for purposes of federal income taxation. To the extent any funds remain in such account on November 15, 2015, the Finance Director, acting on behalf of the District, shall apply the remaining proceeds of the Bonds to pay interest on the Bonds on December 1, 2015.

Section 13. Actions taken by officials of the District to select paying and transfer agents, and a bond registrar, or alternate or successor agents and registrars pursuant to Section 159E-8 of the Registered Public Obligations Act, Chapter 159E of the General Statutes of North Carolina, are hereby authorized and approved.

Section 14. The Commission is hereby requested to sell the Bonds through a negotiated sale to the Underwriter pursuant to the terms of the Purchase Contract at a true interest cost not to exceed 4.00%. The form and content of the Purchase Contract is in all respects approved and confirmed. The Chairman of the Board, the County Manager or the Finance Director, each acting on behalf of the District, is hereby authorized, empowered and directed, individually and collectively, to execute and deliver the Purchase Contract for and on behalf of the District, including necessary counterparts, in substantially the form and content presented to the District, but with such changes, modifications, additions or deletions therein as he or she may deem necessary, desirable or appropriate, the execution thereof to constitute conclusive evidence of the Board's approval of any and all such changes, modifications, additions or deletions therein. From and after the execution and delivery of the Purchase Contract, the Chairman of the Board, the County Manager and the Finance Director, each acting on behalf of the District, are hereby authorized, empowered and directed, individually and collectively, to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Purchase Contract as executed.

Section 15 The Chairman of the Board, the County Manager, the Finance Director and the Clerk to the Board, each acting on behalf of the District, are hereby authorized and directed, individually and collectively, to cause the Bonds to be prepared and, when the Bonds have been duly sold by the Commission, to execute the Bonds and to turn the Bonds over to the registrar and transfer agent of the District for delivery to the Underwriter through the facilities of DTC.

Section 16. The form and content of the Official Statement are in all respects authorized, approved and confirmed, and the County Manager and the Finance Director, each acting on behalf of the District, are authorized, empowered and directed, individually and collectively, to execute and deliver the Official Statement in substantially the form and content presented to the Board, but with such changes, modifications, additions or deletions therein as either of them may deem necessary, desirable or appropriate.

Section 17. The Chairman of the Board, the County Manager, the Finance Director and the Clerk to the Board, each acting on behalf of the District, are authorized and directed, individually and collectively, to execute and deliver for and on behalf of the District any and all additional certificates, documents, opinions or other papers and perform all other acts as may be required by the documents contemplated hereinabove or as may be deemed necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 18. The District agrees, in accordance with Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission (the "SEC") and for the benefit of the Registered Owners and beneficial owners of the Bonds, to provide to the MSRB:

- (a) by not later than seven months after the end of each Fiscal Year beginning with the Fiscal Year ending June 30, 2015, the audited financial statements of the District for the preceding Fiscal Year, if available, prepared in accordance with Section 159-34 of the General Statutes of North Carolina, as it may be amended from time to time, or any successor statute, or if such audited financial statements are not then available, unaudited financial statements of the District for such Fiscal Year to be replaced subsequently by audited financial statements of the District to be delivered within 15 days after such audited financial statements become available for distribution;

(b) by not later than seven months after the end of each Fiscal Year, beginning with the Fiscal Year ending June 30, 2015, the financial and statistical data as of a date not earlier than the end of the preceding Fiscal Year for the type of information included under the captions “--DEBT INFORMATION” and “--TAX INFORMATION” under the heading “**THE DISTRICT**” (excluding information on overlapping units) in the Official Statement referred to in Section 16, to the extent such items are not included in the audited financial statements referred to in clause (a) above;

(c) in a timely manner not in excess of 10 business days after the occurrence of the event, notice of any of the following events with respect to the Bonds:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on the debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on any credit enhancements reflecting financial difficulties;
- (5) substitution of any credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;
- (7) modification of the rights of the beneficial owners of the Bonds, if material;
- (8) call of any of the Bonds, if material, and tender offers;
- (9) defeasance of any of the Bonds;
- (10) release, substitution or sale of any property securing repayment of the Bonds, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the District;
- (13) the consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to such actions, other than pursuant to its terms, if material; and
- (14) the appointment of a successor or additional trustee, or the change in the name of a trustee, if material;

(d) in a timely manner, notice of a failure of the District to provide required annual financial information described in (a) or (b) above on or before the date specified.

The District agrees to provide all documents described in this Section in an electronic format as prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB. The District may discharge its undertaking described above by providing such information in a manner the SEC subsequently authorizes in lieu of the manner described above.

The District agrees that its undertaking under this Section is intended to be for the benefit of the registered owners and the beneficial owners of the Bonds and is enforceable by any of the registered owners and the beneficial owners of the Bonds, including an action for specific performance of the District's obligations under this Section, but a failure to comply will not be an event of default and will not result in acceleration of the payment of the Bonds. An action must be instituted, had and maintained in the manner provided in this Section for the benefit of all of the registered owners and beneficial owners of the Bonds.

The District may modify from time to time, consistent with the Rule, the information provided or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the District, but:

- (1) any such modification may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the District;
- (2) the information to be provided, as modified, would have complied with the requirements of the Rule as of the date of the Official Statement, after taking into account any amendments or interpretations of the Rule as well as any changes in circumstances; and
- (3) any such modification does not materially impair the interest of the registered owners or the beneficial owners, as determined by nationally recognized bond counsel or by the approving vote of the registered owners of a majority in principal amount of the Bonds.

Any annual financial information containing modified operating data or financial information will explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

The provisions of this Section terminate on payment, or provision having been made for payment in a manner consistent with the Rule, in full of the principal of and interest on the Bonds.

Section 19. Portions of this Resolution may be amended or supplemented from time to time without the consent of the registered owner of the Bonds if, in the opinion of nationally recognized bond counsel, such amendment or supplement would not adversely affect the interests of the owner of the Bonds]and would not cause the interest on the Bonds to be included in the gross income of a recipient thereof for federal income tax purposes. This Resolution may be amended or supplemented with the consent of the owners of a majority in aggregate principal amount of the outstanding Bonds, exclusive of Bonds, if any, owned by the District; *provided, however*, without the express consent of the owner of any Bond, no modification or amendment to such Bond may reduce the principal amount of such Bond, reduce the interest rate payable on such Bond, extend its maturity or the times for paying interest, change the monetary medium in which principal and interest is payable or reduce the percentage of consent required for amendment or modification.

Any act done pursuant to a modification or amendment consented to by the owner of the Bonds is binding on the owner of the Bonds and will not be deemed an infringement of any of the provisions of this Resolution, whatever the character of the act may be, and may be done and performed as fully and freely as if expressly permitted by the terms of this Resolution, and after consent has been given, the owner of the Bonds shall have no right or interest to object to the action, to question its propriety or to enjoin or restrain the District from taking any action pursuant to a modification or amendment.

If the District proposes an amendment or supplemental resolution to this Resolution requiring the consent of the owner of the Bonds, the Registrar shall, on being satisfactorily indemnified with respect to expenses, cause notice of the proposed amendment to be sent to such owner by first-class mail, postage prepaid, to the address of such owner as it appears on the registration books; but the failure to receive such notice by mailing by any owner, or any defect in the mailing thereof, will not affect the validity of any proceedings pursuant hereto. Such notice shall briefly set forth the nature of the proposed amendment and shall state that copies thereof are on file at the principal office of the Registrar for inspection by the owner of the Bonds. If, within 60 days or such longer period as shall be prescribed by the District following the giving of such notice, the owner of the Bonds has consented to the proposed amendment, the amendment will be effective as of the date stated in the notice.

Section 20. Nothing in this Resolution precludes (a) the payment of the Bonds from the proceeds of refunding bonds or (b) the payment of the Bonds from any legally available funds.

If the District causes to be paid, or has made provisions to pay, on maturity or on redemption before maturity, to the owners of the Bonds the principal of the Bonds (including interest to become due thereon) and, premium, if any, on the Bonds, through setting aside trust funds or setting apart in a reserve fund or special trust account created pursuant to this Resolution or otherwise, or through the irrevocable segregation for that purpose in some sinking fund or other fund or trust account with an escrow agent or otherwise, money sufficient therefor, including, but not limited to, interest earned or to be earned on Federal Securities, the District shall so notify Moody's and S&P, and then such Bonds shall be considered to have been discharged and satisfied, and the principal of the Bonds (including premium, if any, and interest thereon) shall no longer be deemed to be outstanding and unpaid; provided, however, that nothing in this Resolution requires the deposit of more than such Federal Securities as may be sufficient, taking into account both the principal amount of such Federal Securities and the interest to become due thereon, to implement any such defeasance.

If such a defeasance occurs and after the District receives an opinion of a nationally recognized accounting firm that the segregated money or Federal Securities together with interest earnings thereon are sufficient to effect a defeasance, the District shall execute and deliver all such instruments as may be necessary to effect such a defeasance and desirable to evidence such release, discharge and satisfaction. Provisions shall be made by the District, for the mailing of a notice to the owners of the Bonds that such funds are so available for such payment.

Section 21. All acts and doings of the Chairman of the Board, the County Manager, the Finance Director and the Clerk to the Board, each acting on behalf of the District, that are in conformity with the purposes and intent of this Resolution and in the furtherance of the issuance of the Bonds and the execution, delivery and performance of the Purchase Contract are in all respects approved and confirmed.

Section 22. If any one or more of the agreements or provisions herein contained is held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or for any reason whatsoever is held invalid, then such covenants, agreements or provisions are null and void and separable from the remaining agreements and provisions and will in no way affect the validity of any of the other agreements and provisions hereof or of the Bonds authorized hereunder.

Section 23. All resolutions or parts thereof of the Board in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 24. This Bond Resolution is effective on its adoption.

* * * * *

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF SAMPSON, NORTH CAROLINA, SITTING AS THE GOVERNING BODY OF THE WATER AND SEWER DISTRICT II OF THE COUNTY OF SAMPSON, NORTH CAROLINA, MAKING CERTAIN STATEMENTS OF FACT CONCERNING PROPOSED BOND ISSUE

WHEREAS, the Board of Commissioners (the “*Board*”) of the County of Sampson, North Carolina (the “*County*”), sitting as the governing body of the Water and Sewer District II of the County of Sampson, North Carolina (the “*District*”), is considering the issuance of bonds of the District which shall be for the following purposes and in the following maximum amount:

Not to exceed \$12,000,000 of General Obligation Refunding Water Bonds to pay the costs of refunding in advance of their maturities (1) \$3,890,000 aggregate principal amount of the District’s General Obligation Water Bonds, Series 2000A maturing on and after June 1, 2015, (2) \$325,000 aggregate principal amount of the District’s General Obligation Water Bonds, Series 2000B maturing on and after June 1, 2015, (3) \$2,120,000 aggregate principal amount of the District’s General Obligation Water Bonds, Series 2004A maturing on and after June 1, 2015, (4) \$815,000 aggregate principal amount of the District’s General Obligation Water Bonds, Series 2004B maturing on and after June 1, 2015 and (5) \$3,300,000 aggregate principal amount of the District’s General Obligation Water Bonds, Series 2005 maturing on and after June 1, 2015.

WHEREAS, certain findings of fact by the Board must be presented to enable the Local Government Commission of the State of North Carolina (the “*Commission*”) to make certain determinations as set forth in Article 4 of Chapter 159 of the General Statutes, Section 52.

NOW, THEREFORE, BE IT RESOLVED that the Board meeting in open session on the 2nd day of March, 2015, has made the following factual findings in regard to this matter:

Facts Regarding Necessity of Proposed Financing. The proposed bonds are necessary and expedient to lower debt service costs to the District.

Facts Supporting the Amount of Bonds Proposed. The sums estimated for these bonds are adequate and not excessive for the proposed purpose.

Past Debt Management Policies. The District’s debt management policies and procedures are in compliance with the law.

No Default. The District is not in default on any of its debt obligations.

Issuance of Debt. The schedule for issuing the bonds does not require a property tax increase. The schedule for issuance calls for issuing all of the bonds in fiscal year ending June 30, 2015, but issuance may be delayed until such time as the County receives sufficient net present value savings therefrom.

Financing Team, Application to Local Government Commission, Other Actions. The County Manager and the Finance Officer, on behalf of the District, are hereby authorized and directed, individually and collectively, (1) to retain Parker Poe Adams & Bernstein LLP, as bond counsel, DEC Associates, Inc., as financial advisor, and Stephens, Inc. as the underwriter for the proposed bonds, (2) to apply for approval of the proposed bonds with the Commission and (3) to take all other actions necessary to accomplish the refunding transactions as set forth herein. The Finance Officer is hereby authorized and directed to complete and file with the Clerk to the Board a sworn statement of the District’s debt. All actions of the County Manager and the Finance Officer, each acting on behalf of the District, that are in conformity with the purposes and intent of this Resolution are in all respects ratified, approved and confirmed.

On a motion by Chairman Kirby and seconded by Commissioner Lee, the foregoing documents were duly adopted by unanimous vote.

Upon a motion made by Chairman Lockamy and seconded by Commissioner Parker, the Board then adjourned as the Board of Directors of Water District II and reconvened as the Board of Commissioners.

County Manager Reports

County Manager Ed Causey noted that the NCACC was holding a Strategic Planning Session on Friday at the Mad Boar Restaurant. With regard to business personal property education campaign, he reported that two half page advertisements were prepared to run and the brochures were ready to mail to 2,600 businesses. He reported that public education sessions were scheduled for March 19 and March 26, and that staff would meet with CTSI to review their presentation at 1:00 p.m. on the following Tuesday and invited up to two commissioners to attend.

With regard to the format for the recessed meeting to be held at 5:30 pm on March 4, 2015, employees had been offered the opportunity to offer their comments on the implementation of the Pay Plan, which would then be followed by any actions or consideration of items from the Planning Session. Commissioner Wooten suggested the Board go ahead and establish a date to meet to make a decision with regard to the Pay Plan implementation as well as hold a meeting with the school systems, and the Board determined that a recessed meeting on March 18, 2015 at 1:00 p.m. could be held.

Commissioner Kirby asked for clarification on the RFP for Medicaid Transportation, and it noted that the RFP was for three years. Commissioner Kirby stated that the bid previously was for a two-year proposal. The RFP will be amended accordingly.

Public Comments

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

Delbridge Peterson: (provided photographs of litter problems) Trash from residents' homes, diapers thrown in yards, wild animals and dogs tearing them up and blowing everywhere, buzzards circling around houses some days. That should be a health problem. Causing rats in the neighborhood. All types of trash blowing on state property and other neighbors' property. A cotton ginner told me years ago that there had been liability lawsuits up to \$250,000 from plastic bags showing up in the cloth at the mills; they had to destroy. This has been a problem for 20 years because nothing has been done. The public has lost hope in the system. I have been told that when they have this problem in the city, they are told to clean up or pay up. When I question people they say there is no money in the budget. There has been two tax appraisals in the county for 20 past years, and the former commissioners have not done anything about this problem. Turf grass drivers have to have a netting on their load of grass or get fined if

they're stopped. I understand the county needs more revenues. Fine the people. It probably is not going to bring in two million, but I have always been told every little bit helps. Please help me understand why nothing can be done.

Recess to Reconvene

Upon a motion made by Commissioner Lockamy and seconded by Commissioner Kirby, the Board voted unanimously to recess to reconvene at 1:00 p.m. on March 18, 2015 in the County Auditorium.

Billy C. Lockamy, Chairman

Susan J. Holder, Clerk to the Board



Public Health Month - 2015

WHEREAS, we hereby recognize and acknowledge public health's years of service to the residents of North Carolina and the immeasurable contribution of these services to the quality of life in our State; and

WHEREAS, North Carolina's public health system is a critical component of the state's emergency response to natural and man-made disasters and widespread disease outbreaks in North Carolina; and

WHEREAS, public health measures to control and eliminate infectious diseases, improve environmental sanitation, and promote healthy lifestyle practices have been the greatest cause of improved health status and increased life expectancy for North Carolina's residents, such that North Carolinians now have an average life expectancy at birth of more than 78 years; and

WHEREAS, public health plays a critical role in eliminating health inequities and preventing chronic diseases and injuries, resulting in improved productivity and decreased health care costs for all North Carolinians; and

WHEREAS, a continued focus on promoting public health programs that provide accessible, high quality medical care and that promote healthy lifestyles for women of childbearing has resulted in a more than 16 percent decline in infant mortality; and

WHEREAS, a continued focus on prevention has resulted in a decline in age-adjusted heart disease death rates, a decline in age-adjusted stroke death rates, and a decline in the teen pregnancy rate; and

WHEREAS, state government is committed to a continued emphasis on prevention in Public Health and helping North Carolina reach a better state of health through actions outlined in the Healthy North Carolina 2020 Objectives; and

WHEREAS, the Healthy North Carolina 2020 health objectives represent a 10-year plan to improve the health of all North Carolinians by working to promote access to preventive and needed health services; foster positive and supportive living and working conditions in our communities; and support individuals in developing the capacities and skills to achieve healthy living; and

WHEREAS, communities, employers, hospitals and health care providers, individuals and families, insurers, legislators and policy makers, schools and child care facilities must work together to identify and develop innovative solutions to health problems facing the people of North Carolina;

NOW, THEREFORE, the Board of Commissioners of the County of Sampson do hereby proclaim April, 2015, as "**PUBLIC HEALTH MONTH**" in Sampson County and urge our citizens to recognize that public health is working to ensure that all people living in our community are protected from threats such as influenza, food borne disease, injury and chronic diseases such as diabetes, heart disease and asthma.

ADOPTED, this the 6th day of April, 2015.

Billy C. Lockamy, Chairman
Sampson County Board of Commissioners

ATTEST:

Susan J. Holder, Clerk to the Board



RESOLUTION PROCLAIMING APRIL AS CHILD ABUSE PREVENTION MONTH IN SAMPSON COUNTY

Whereas, preventing child abuse and neglect is a community responsibility affecting both the current and future quality of life of a community; and

Whereas, child maltreatment occurs when people find themselves in stressful situations, without community resources, and they do not know how to cope; and

Whereas, the majority of child abuse cases stem from situations and conditions that are preventable in an engaged and supportive community; and

Whereas, child abuse and neglect not only cause immediate harm to children, but are also proven to increase the likelihood of criminal behavior, substance abuse, health problems such as heart disease and obesity, and risky behavior such as smoking; and

Whereas, all citizens should become involved to provide safe, nurturing environments for children in all areas of their lives – at home, in school, and in the community - offering them the opportunity to grow up to be caring, contributing members of the community; and


Whereas, effective child abuse prevention programs succeed because of partnerships created among citizens, social service agencies, schools, faith communities, civic organizations, law enforcement agencies, and the business community.

Now Therefore, Be it Resolved that the Board of Commissioners of Sampson County do hereby proclaim April as Child Abuse Prevention Month in Sampson County and call upon all citizens, community agencies, faith groups, medical facilities, elected leaders and businesses to increase their participation in our efforts to support families, thereby preventing child abuse and strengthening the communities in which we live.

Adopted this 6th day of April, 2015.

Billy C. Lockamy, Chairman

Susan J. Holder, Clerk to the Board

	LEASE AMENDMENT NUMBER - 2
	TO LEASE NO. Sampson COUNTY North Carolina USDA Service Center
USDA LEASE AMENDMENT	80 County Complex Road, Clinton, NC 28328

THIS AGREEMENT, made and entered into this date by and between

Sampson County

Whose address is: 406 County Complex Road
Clinton, NC 28328

Hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to establish beneficial occupancy and payment of rent.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Government, as follows:

- A. This Lease Agreement (LA) is issued to extend the lease term beginning October 1, 2013, up to December 31, 2018. The new lease term can be terminated with 120 days' written notice.
- B. The annual rent shall be \$46,365.00 payable at the rate of \$3863.75 per month (representing \$8.25 per square foot at 5,620 net usable square feet) in arrears.
- C. The Lessor must have an active registration in the System for Award Management (SAM) System (via the Internet at <https://www.sam.gov>) prior to lease approval and throughout the life of the lease. To remain active, the Lessor must update or renew its registration annually. The Government will not process rent payments to Lessors without an active SAM Registration.
- D. Pursuant to U.S. Government Lease for Real Property, dated 8/9/2006, the Government reserves the right to terminate this lease or decrease the amount of space at any time by giving at least 120 days notice in writing.

This Lease Amendment contains 1 pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: _____
Name: _____
Title: _____
Entity Name: _____
Date: _____

FOR THE GOVERNMENT:

Signature: _____
Name: Morrell Jordan
Title: Lease Contracting Officer
USDA Farm Service Agency
Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: _____
Title: _____
Date: _____

State Employees' Credit Union®

March 5, 2015

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

Dear Mr. Causey,

SECU Cash Points ATM Kiosk located at 414 County Complex Rd., Clinton NC, will expire as of March 31, 2015. We are currently paying \$100.00 per month lease at this site. SECU is offering a renewal of 1 year beginning April 1, 2015 and ending March 31, 2016 at the rate of \$100.00 per month. I ask that you present this proposal at your April Board meeting and inform me of the decision. SECU will prepare the lease accordingly. Thank you for your consideration.

Respectfully submitted,



Julie Blackman

Vice President/City Executive

B3CN

NORTH CAROLINA:

SAMPSON COUNTY:

LEASE AGREEMENT

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

WITNESSETH:

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

The terms and conditions of this Lease are as follows:

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

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

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

and to Lessee at:

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

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

THIS PORTION INTENTIONALLY LEFT BLANK

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



LESSOR:
COUNTY OF SAMPSON

BY: Jeff Stivelland
PRESIDENT

ATTEST:
Susan J. Holder
SECRETARY



LESSEE:
STATE EMPLOYEES' CREDIT UNION

BY: Dot Hintok
SENIOR VICE-PRESIDENT, FACILITIES SERV.

ATTEST:
Y. Isaac
ASSISTANT CORPORATE SECRETARY

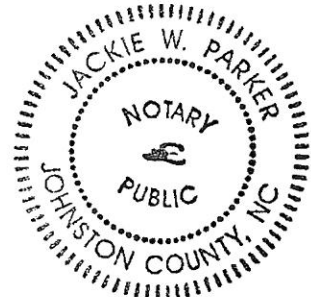
NORTH CAROLINA:
WAKE COUNTY:

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

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

Jackie W. Parker
Jackie W. Parker
NOTARY PUBLIC

My Commission Expires:
Oct. 28, 2014



Memo

To: David Clack – Finance Officer
From: Juanita Brewington, Senior Finance Technician 
Date: March 11, 2015
Re: Lead Based Paint Hazard Reduction & Asbestos Inspection Service for
2014 Single Family Rehab Program

A request for professional services – Lead Based Paint Hazard Reduction and Asbestos Inspection Services, for the county’s SFR 14 program was sent to a total of nine (9) companies.

We received three (3) proposals by the March 3rd deadline, which were as follows:

	<u>Lead Based Paint</u>	<u>Asbestos</u>
Roy Consulting Group Corporation	\$725 per unit	\$325 per unit
Matrix Health & Safety Consultants	\$800 per unit	\$500 per unit
EI Group Inc.	\$1,450 per unit	\$500 per unit

Based on this information, we would recommend **Roy Consulting Group Corporation** be awarded the Lead Based Paint Hazard Reduction and the Asbestos Inspection Services contract for the SFR14 program.

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

P. O. BOX 1082 - CLINTON, NORTH CAROLINA 28329-1082 6775

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 Tony Evette Carr + Katrina Hemmingway in Turkey Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR		
<u>2011</u>	\$	<u>485.86</u>
<u>2012</u>	\$	<u>485.86</u>
	\$	
	\$	
	\$	
	\$	
	\$	
TOTAL REFUND		\$ _____

These taxes were assessed through clerical error as follows.

Twice DL here (18-0179200-06)
in error by Reval in 2011 -
Taxed on LH Parcel 18-0178290-01

County Tax	<u>902.72</u>
School Tax	_____
Fire Tax	<u>69.00</u>
City Tax	_____
TOTAL \$	<u>971.72</u>

Yours very truly

Katrina Hemmingway
Taxpayer

Mailing Address.

Tony E. Carr
2180 Needmore Rd
Turkey, NC 28393

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

6728

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 Shady Ridge Corp in Westbrook Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2014</u>	\$ <u>31.81</u>
<u>2013</u>	\$ <u>33.30</u>
<u>2012</u>	\$ <u>33.98</u>
<u>2011</u>	\$ <u>36.37</u>
<u>2010</u>	\$ <u>41.86</u>
TOTAL REFUND	\$ <u>176.32</u>

These taxes were assessed through clerical error as follows.

111157 - 88 Bridgader 14X72
MH
Was Sold in 2009

County Tax	<u>156.87</u>
School Tax	_____
Fire Tax	<u>19.45</u>
City Tax	_____
TOTAL \$	<u>176.32</u>

Yours very truly

Shady Ridge Corporation
By: [Signature]
Taxpayer

Mailing Address.

Shady Ridge Corporation
1131 Timothy Rd
Dunn, NC 28334

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

6757

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 Clarissa Vann Newkirk in Rattle Cove Township, Sampson County, for the year(s) and in the amount(s) of: 08-0234840-13

YEAR	
<u>2010</u>	\$ <u>22.10</u>
<u>2011</u>	\$ <u>36.17</u>
<u>2012</u>	\$ <u>36.17</u>
<u>2013</u>	\$ <u>36.17</u>
<u>2014</u>	\$ <u>38.04</u>
TOTAL REFUND	\$ <u>168.65</u>

These taxes were assessed through clerical error as follows.

Parcel double listed to 08-0235240-03, Ms. Newkirk deeded it out 3/31/2000 per 1354/694. Was transferred as a split and should have been done as a straight and acreage adjusted.

Yours very truly

Clarissa Vann Newkirk
Taxpayer

County Tax 152.51
School Tax _____
(F14) Fire Tax 16.14
City Tax _____
TOTAL \$ 168.65

Mailing Address.

P.O. Box 1575
Roseboro, N.C. 28382

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

6751

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 Prestage Farms Inc in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
2013	\$ 248.86
	\$
	\$
	\$
	\$
	\$
TOTAL REFUND	\$ 248.86

These taxes were assessed through clerical error as follows.

2013 Kenworth
Bill# 0016457565
V# 424
Tag# XN4736
Vehicle Sold, Tag Turned In

County Tax 228.49
School Tax _____
Fire Tax 20.37
City Tax _____
TOTAL \$ 248.86

Yours very truly

Prestage Farms Inc. Jimmy Wharton
Taxpayer Corporate Controller

Mailing Address.

PO Box 438
Clinton, NC

TAX ID # _____
Social Security # _____

RECOMMEND APPROVAL:

[Signature]
Sampson County Tax Administrator

28329

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

6796

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 Prestage Farms Inc in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
2014	\$ 420.49
	\$
	\$
	\$
	\$
	\$
TOTAL REFUND	\$ 420.49

2013 Kenworth these taxes were assessed through clerical error as follows.
 Bill # 000 9335350
 Vehicle Sold, Tag Turned In
 Tag # XM5744

602 County Tax 386.06
 School Tax _____
 F23 Fire Tax 34.43
 City Tax _____
 TOTAL \$ 420.49

Yours very truly

Prestage Farms Inc. Jimmy Johnston
Taxpayer Corporate Controller

Mailing Address.

PO Box 438
Clinton, NC
28329

TAX ID #
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

6815

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 Beverly Shea Bradley & William Thomas Bradley Jr. in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	\$
2014	

TOTAL REFUND \$ 201.43

These taxes were assessed through clerical error as follows.

Bill# 23403649

OMS 1161 / turned in

2013 Chw TK 1 Traded in

G02 County Tax 181.72
 School Tax _____
 F20 Fire Tax 19.71
 City Tax _____
 TOTAL \$ 201.43

Yours very truly

[Signature]
X Taxpayer

X Social Security .. _____

RECOMMEND APPROVAL

[Signature]
Sampson County Tax Administrator

Mailing Address.

Beverly Shea Bradley
William Thomas Bradley Jr.
PO Box 983
Salemburg, NC 28385

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

6726

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 Robert E. Ward, Jr.
in Taylor's Bridge Township, Sampson County, for
the year(s) and in the amount(s) of: 17-1056000-01

YEAR	
<u>2013</u>	\$ <u>125.86</u>
<u>2012</u>	\$ <u>125.86</u>
<u>2011</u>	\$ <u>125.86</u>
<u>2010</u>	\$ <u>76.85</u>
	\$ _____

TOTAL REFUND \$ 454.43

These taxes were assessed through clerical error as follows.
Double listed to 17-0639240-02 per dised bks 1778/230,
1773/161, 576/545 + 631/46. Value should have reflected 72
undivided interest, but was valued at 100% for each parcel.

County Tax 435.26
School Tax _____
Fire Tax 19.17
City Tax _____
TOTAL \$ 454.43

Yours very truly

Matthews Family Properties of Duplin, LLC
Taxpayer - Catherine M. Hoffmann, Mgr.
Catherine M Hoffmann

Mailing Address.
P.O. Box 871
Lexington NC 27293
(336.225.6779 - Catherine M. Hoffmann)

Social Security # _____
RECOMMEND APPROVAL:
Jim Johnson
Sampson County Tax Administrator

EX
LD#

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

6786

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 James Douglas Glover in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
2013	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
TOTAL REFUND	\$ <u>141.93</u>

These taxes were assessed through clerical error as follows.

21096716
TY2 9859 / turned in
2014 Toyota / sold

GR	County Tax	<u>127.33</u>
	School Tax	_____
FSB	Fire Tax	<u>14.60</u>
	City Tax	_____
	TOTAL \$	<u>141.93</u>

Yours very truly

James Douglas Glover
Taxpayer

Mailing Address.

James Douglas Glover
140 Taylors Chapel Rd.
Dunn, NC 28334-1833

* 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

6800

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 Joseph Glenn Barefoot in Plainview Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR <u>2014</u>	\$ <u>162.16</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>162.16</u>

These taxes were assessed through clerical error as follows.

vehicle sold / Tag turned in
2012 Chev Tk
CET 3118

County Tax	<u>146.26</u>
School Tax	_____
¹⁰⁴ Fire Tax	<u>15.87</u>
City Tax	_____
TOTAL \$	<u>162.16</u>

Yours very truly

Joseph Glenn Barefoot
Taxpayer

Mailing Address.

Joseph Glenn Barefoot
615 Wesley Rd
Dunn NC 28334

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

6805

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 Regina Lynn Singler in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
2010	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
TOTAL REFUND	\$ <u>136.57</u>

These taxes were assessed through clerical error as follows.

Mobile Home retitled in 2008
(see attached)
Acct. # 44566
Bill # 20102013

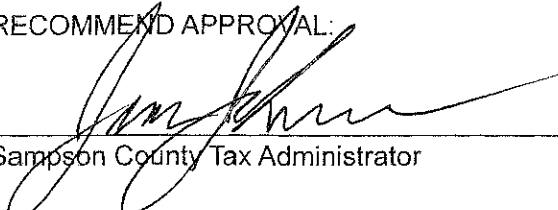
G01	County Tax	91.51	^{Int.}	20.78	^{LL}	9.15	^{Int.}	1.97
	School Tax							
F06	Fire Tax	9.75	^{Int.}	2.22	^{LL}	.98	^{Int.}	.31
	City Tax							
	TOTAL \$	<u>136.57</u>						

Yours very truly

X Regina Lynn Singler
Taxpayer

X Social Security _____

RECOMMEND APPROVAL:


Sampson County Tax Administrator

Mailing Address.

Regina Lynn Singler
PO Box 849
Erwin, NC 28339

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

P. O. BOX 1082 - CLINTON, NORTH CAROLINA 28329-1082 6839

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 Terry Lee Landon
_____ in Plainview _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	\$
2014	166.29
	\$
	\$
	\$
	\$
	\$
TOTAL REFUND	\$ 166.29

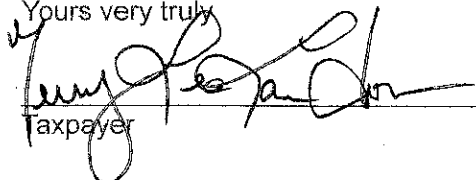
2013 Volkswagen
Vehicle sold

Tag surrendered
Tag # AH49337

These taxes were assessed through clerical error as follows.

002 County Tax	150.02
School Tax	
F06 Fire Tax	16.27
City Tax	
TOTAL \$	166.29

Yours very truly

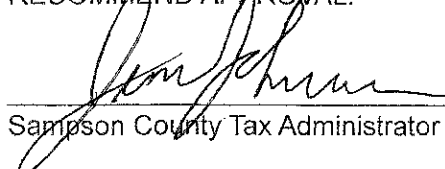

Taxpayer

Mailing Address.

Terry Lee Landon
X33 Jernigan Trail
Dunn, NC 28334

Social Security # _____

RECOMMEND APPROVAL:


Sampson County Tax Administrator

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

6679

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 Eleuterio Hernandez Caballero + Celia Luna Mandujano in Dismal Township, Sampson County, for the year(s) and in the amount(s) of: 02-0039695-01

YEAR	
<u>2014</u>	\$ <u>732.47</u>
<u>2013</u>	\$ <u>696.65</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____

TOTAL REFUND \$ 1429.12

These taxes were assessed through clerical error as follows.

Doublewide Double listed to 02-0095475-01.

County Tax 1285.82

School Tax _____

^{F20} Fire Tax 143.50

City Tax _____

TOTAL \$ 1429.12

Yours very truly

Ramiro LUNA Mandujano
Taxpayer

Mailing Address.

Ramiro Luna Mandujano
887 Maxwell Rd.
Autryville, NC 28318

Social Security # _____

RECOMMEND APPROVAL:

Jim Johnson
Sampson County Tax Administrator



Parcel Information

2014 Bill 6693 Tax year 2014
 Parcel 07-0039695-01
 Alt 1439-#215
 Street 887 Unit

Juris	02	Class	AG	Status	A
Subdiv	0	Zone		List	L
# fam		SIC		Exempt	M
SF	480902	Bk/Pg	1637/422		
Acres	11.040	Date	08/17/2006		

Assessment Values

	Prev year	This year
Land val	46,908	46,908
Bldg val	79,617	79,617
Pers val		
Gross	126,525	126,525
Spec assmnt bal		.00
Curr land use		
Curr val exem		
Curr taxable		126,525

Ownership Information

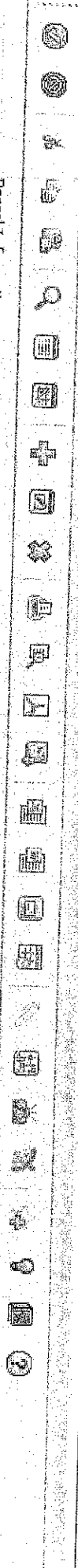
Name1 CABALLERO, ELUTERIO HERNANDEZ
 Name2 MANDUJANO, CELIA LUNA
 Owner SSI 237899358
 DBA
 JAV I Owner CABALLERO, ELUTERIO HERNANDEZ
 Lender Acct Serv
 Addl name
 OWR

Legal Description
887 MAXWELL RD

Taxes/Exemptions/Prelim Adjustments

Change	Rate	Amount	Total
F20	0.0200000	113.87	Taxe
G01	0.8300000	1050.16	Exem
			Net!

Exemption	Date	Amount



Parcel Information

Year: 2013 Bill: 6694 Tax year: 2013

Parcel: 02-0038695-01

Alt: 1439-#215

Sheet: 887 MAXWELL RD

Unit:

Juris	02	Class	AG	Status	A
Subdiv		Zone		List	L
#.Fean	1	SIC		Exempt	N
SF	480902	Bk/pg	1637/422		
Acres	11.040	Date	08/17/2006		

Assessment Values

	Prev year	This year
Land val	49,420	46,908
Bldg val		79,612
Pers val		
Gross	49,420	126,525
Spec assmt bal		.00
Curr land use		
Curr val exem		
Curr taxable		126,525

Ownership Information

Name1: CABALLERO, EUTERIO HERNANDEZ

Name2: MANDUANO, CELIA LUNA

Owner SSI: 237899358

DBA:

JAN 1 Owner: CABALLERO, EUTERIO HERNANDEZ

Lender: Act: Serv:

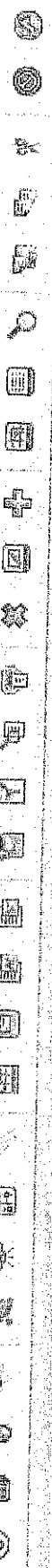
Add'l nat: Own:

Legal Description: 887 MAXWELL RD

Taxes/Exemptions/Prelim Adjustments

Charge	Rate	Amount	Total
F20	0.090000		113.87
G01	0.785000		993.22
			Net

Exemption	Date	Amount



Parcel Information

Chgs/Taxes
 Values
 Inquiry

Year: 2014 Bill: 26521 Tax year/s: 2014
 Parcel: X02-0095475-01
 Alt: _____
 Street: 887 _____ Unit: _____

Juris	02	Class	LH	Status	A
Subdiv	0	Zone		List	L
# fam		SIC		Exempt	N
SF	0	Bk/Dg	LH/DW		
Acres	.000	Date	01/29/2013		

Assessment Values

	Prev year	This year
Land val		
Bldg val	79,617	79,617
Pers val		
Gross	79,617	79,617
Spec assmnt bal		.00
Curr land use		
Curr val exem		
Curr taxable		79,617

Ownership Information

Name1: MANDUJANO, RAMIRO LUNA
 Name2: _____
 Owner SSI: _____
 DBA: _____
 Add'l name: _____
 Own: _____
 JAN 1 Owner: MANDUJANO, RAMIRO LUNA
 Lender: _____ Acct: _____ Serv: _____

Legal Description

887 MAXWELL RD

Taxes/Exemptions/Prelim Adjustments

Change	Rate	Amount	Tota
F20	0.090000		71.56
G01	0.830000		660.82
			Net
			Tax
			Exer

Exemption	Date	Amount

Parcel Information

Year 2013 Bill 26286 Tax year(s) 2013

Parcel 02-0095475-01

Alt

Street 887 Unit

887 MAXWELL RD

Juris	02	Class	LH	Status	A
Subdiv		Zone		List	L
# Fam		SIC		Exempt	N
SF	0	Bk/pq	LH/DW	Date	01/29/2013
Acres	.000				

Ownership Information

Name1 MANDUJANO, RAMIRO LINA

Name2

Owner SSI

DBA

JAN 1 Owner MANDUJANO, RAMIRO LINA

Lender

Act Serv

Legal Description

887 MAXWELL RD

Assessment Values

	Prev year	This year
Land val		
Bldg val		79,617
Pers val		
Gross		79,617
Spec assmnt bal		.00
Curr land use		
Curr val exem		
Curr taxable		79,617

Taxes/Exemptions/Prelim Adjustments

Change	Rate	Amount	Tot Tax
G01	0.785000	624.99	
F20	0.090000	71.66	
			Net

Exemption Date Amount

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

March 27, 2015

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 Schools Capital Outlay Department be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11659110-555031	City Sch capital outlay category 1	231,150.00	
11659140-555031	County Sch capital outlay category 1	52,360.00	
19959110-582096	Transfer to general fund	231,150.00	
19959140-582096	Transfer to general fund	52,360.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
19932320-409900	Fund balance appropriated	283,510.00	
11035911-409612	Transfer frm 1/2 cent sales tax	231,150.00	
11035914-409612	Transfer frm 1/2 cent sales tax	52,360.00	

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

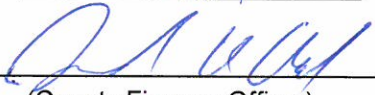
To rebudget unexpended sales tax funds for projects that were started in fiscal year 2013-2014 and are not yet complete. The funds being budgeted are by State Statute for the exclusive use of the school systems.



 (Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20¹⁵


 (County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____

 (County Manager & Budget Officer)

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

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

March 24, 2015

FROM: Sampson County Board of Elections

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2011-2012

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11141700 512200	Overtime Salaries		\$6,500. ⁰⁰
11141700 512600	Part-time Salaries	\$6,500. ⁰⁰	
11141700 534100	Printing		\$5,500. ⁰⁰
11141700 534300 526201	Elections Expense	\$5,500. ⁰⁰	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
------------------------	------------------------------------	-----------------	-----------------

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

Salaries - to cover part-time pay for the remainder of this fiscal year.
 Printing to Elections Expense - to cover the cost of replacing one stop laptops that are no longer functional with our programs.

Adelle Pato Jew

(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

3/25, 2015

[Signature]

(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____

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

(County Manager & Budget Officer)

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

March 24, 2015

FROM: Sarah W. Bradshaw

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

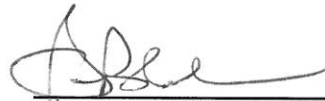
SUBJECT: Budget Amendment for fiscal year 2014-2015

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
13553100-512200	Overtime Salaries	120,000.00	
13553100-526201	Departmental Supplies-Equipment	250,000.00	
13553100-539300	Contracted Temporary Help	120,000.00	
13553100-552000	Capital Outlay - Data Processing	62,000.00	
13554210-568438	AA-AD-AB SAA Rest Homes	180,000.00	
13553100-532100	Telephone	12,000.00	
13553100-519901	Bloodtest Cost	2,000.00	
13553100-537000	Advertising	3,000.00	
13553100-549100	Dues & Subscriptions	1,000.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
13535310-403377	Medicaid Administration	750,000.00	

2. Reason(s) for the above request is/are as follows: To record additional Federal Medicaid Administration revenue and funds reinvestment expenditures for fiscal year 2014-2015.



(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)

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

23-Mar-2015

FROM: COOPERATIVE EXTENSION SERVICE

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2014-2054

1. It is requested that the budget for the EDF-AG INPUTS MGMT Department be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
04549550-555000- <i>554000</i>	CAPITAL OUTLAY <i>-vehicle</i>	\$23,800.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
04434955-409900	FUND BALANCE APPROPRIATED	\$23,800.00	

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

TO REPLACE EXISTING COOPERATIVE EXTENSION 15-PASSENGER VAN FOR GROUP TRANSPORTATION TO YOUTH & ADULT EDUCATIONAL EVENTS. CURRENT VAN HAS EXPERIENCED EXTREME REPAIR & MAINTENANCE BILLS IN RECENT MONTHS.

Eileen A. Cate

(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20__

(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20__

(County Manager & Budget Officer)

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

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO: 3/4/15

FROM: COOPERATIVE EXTENSION 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 CES-SR HEALTH INS INFO PROGRAM (SHIIP) Department be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
04549580-526200	DEPARTMENTAL SUPPLIES	\$22.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
04034958-409900	SHIIP FUND BALANCE APPROPRIATED	\$22.00	

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

PURCHASE OF ITEMS IN THE DEPARTMENTAL SUPPLIES EXPENDITURE ACCOUNT

Eileen A. Coite

(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

3/27, 2015

[Signature]

(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____

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

(County Manager & Budget Officer)

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

March 5, 2015

FROM: Lorie Sutton, Director of Aging

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>
02558790-531100	I/R - Travel	\$ 2,000.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02035879-403602	Mid-Carolina - Health Promotion Grant	\$ 2,000.00	

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

Our Information Options Counselor is certified to teach exercise for people with Arthritis. We are able to offer these classes to Sampson County Seniors at the Center for Health and Wellness and at our Nutrition Sites. This is the grant funds that we will receive for the classes we have provided for FY14-15.

Lorie B Sutton
(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval. 0

3/12, 2015

[Signature]
(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____

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

(County Manager & Budget Officer)

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

February 16, 2015

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>
02558800-522100	Nutrition - Food provision	\$ 12,754.00	
02558800-596000	Nutrition - Transfer to transportation		\$ 74.00

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02035880-402300	Nutrition - USDA	2,084.00	
02035880-403601	Nutrition - Mid-Carolina Grant	10,670.00	
02035880-403665	Nutrition - Transportation Mid--Carolina		74.00

2. Reason(s) for the above request is/are as follows:
To make adjustment for increases and reductions in the HCCBG budget.

Lorie B Sutton
(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

3/25, 2015
[Signature]
(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____

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

(County Manager & Budget Officer)

mailed to Glenda
2/16/15

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 # 2 , DATE : 1-15-2015

Services	Ser. Delivery (Check One)		Block Grant Funding			A	B	C	D	E	F	G	H	I
	Direct	Purch.	Access	In-Home	Other									
Adult Day Health Care	X			75099		75099	8344	83443	83443	2086	40.00	12		
In-Home Aide	X			102141		102141	11349	113490	113490	7627	14.88	18		
Home Improvements	X			92000		92000	10222	102222	102222			100		
Senior Center	X				35701	35701	3967	39668	39668			125		
Transportation	X		23456			23456	2606	26062	26062	3655	7.13	25		
Information & Assist	X		19042			19042	2116	21158	21158			1200		
Congregate Meals	X				85798	85798	9533	95331	17830	23773	4.01	1365		
Home Delivered Meals	X				124996	124996	13888	138884	23890	31854	4.36	155		
							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			42498	269240	246495	558233	62025	620258	41720	661978	68995	3000	0	

* Adult Day Care & Adult Day Health Care Net Service Cost

ADC
ADHC
40.00

Daily Care
Transportation
Administrative
Net Ser. Cost Total

42498
40.00
40.00

Certification of required minimum local match availability.
Required local match will be expended simultaneously
with Block Grant Funding.

Paul D. Caldwell
Signature, County Finance Officer

Date

Rain B Sutton
Authorized Signature, Title
Community Service Provider

Date
2/4/15

Rain B Sutton
Signature, Chairman, Board of Commissioners

Date
2/4/15

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

20-Mar-15

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 CC4C Department
be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12551680-526200	DEPARTMENT SUPPLIES	8,000.00	
12551680-543000	RENTAL EQUIPMENT	2,500.00	
12551680-535300	M/R VEHICLES	1,500.00	
12551680-531100	TRAVEL	1,500.00	
12551680-544000	CONTRACT SERVICES	15,000.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12535168-404097	FUND BALALNCE APPROP TXIX	28,500.00	

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

TO MOVE FUND BALANCE FUNDS TO COVER NEEDED SUPPLIES, TRAVEL AND CONTRACT SERVICES FOR THE PROGRAM.

Wanda Felton
(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

3/27, 2015
[Signature]
(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____

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

(County Manager & Budget Officer)

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

20-Mar-15

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 FAMILY PLANNING Department be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12551640-529700	LAB SUPPLIES	10,000.00	
12551640-523900	MEDICAL SUPPLIES	28,453.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12535164-404000	STATE ASSISTANCE	38,453.00	

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

TO MOVE MONEY TO COVER CONTRACEPTIVES AND LAB SUPPLIES AND TESTS

Wanda February

(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

3/27, 2015

[Signature]

(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____

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

(County Manager & Budget Officer)

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

20-Mar-15

FROM: SAMPSON COUNTY HEALTH DEPARTMENT

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2011-2012

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12551650-526200	DEPARTMENT SUPPLIES	8,000.00	
12551650-543000	RENTAL EQUIPMENT	2,500.00	
12551650-535300	M/R VEHICLES	1,500.00	
12551680-531100	TRAVEL	1,500.00	
12551650-544000	CONTRACT SERVICES	15,000.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12535165-404097	FUND BALALNCE APPROP TXIX	28,500.00	

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

TO MOVE FUND BALANCE FUNDS TO COVER NEEDED SUPPLIES, TRAVEL AND CONTRACT SERVICES FOR THE PROGRAM.

Wanda Roberson
(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

3/27, 2015
[Signature]
(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____

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

(County Manager & Budget Officer)

#5
BUDGET AMENDMENT
SAMPSON COUNTY BOARD EDUCATION
Capital Outlay
Special Projects

The Sampson County Board of Education at a meeting on the 24th of November passed the following resolution.

Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2015.

From:
4.9100.077.529.350.001.000 MES-Restroom Ceramic \$ 5,800.00

Total \$ 5,800.00

To:
4.9100.077.529.350.006.000 MES-Projector Screen Auditorium \$ 5,800.00

Total \$ 5,800.00

Passed by the majority vote of the Board of Education of Sampson County on the 24th day of November 2014.

Chairman, Board of Education

Secretary, Board of Education

We, the Board of County Commissioner of Sampson County hereby approve the changes in the County School Budget as indicated above and have made entry of these changes on the minutes of said Board, this November day of ____ 2014.

Chairman, Board of Commissioners

County Manager

Approved _____ Disapproved _____

CapitalOutlay amendment#5 (2014-2015)

**CLINTON CITY SCHOOLS
BUDGET AMENDMENT**

Number: 2

Fund: Current Expense Fund

The Clinton City Board of Education at a meeting on the **2nd day of March 2015** passed the following resolution:

Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2015.

SEE ATTACHED LISTING

Total appropriation in the current budget:	\$	4,849,695.00
Total increase/decrease of amendment	\$	64,459.20
Total appropriation in amended budget	\$	4,914,154.20

Passed by majority vote of the Clinton City Board of Education on the **2nd day of March 2015**

We, the Board of County Commissioners of Sampson County, hereby approve the changes in the Clinton City School Budget as indicated above and have made entry of changes in the minutes of said Board this _____ day of _____ 2015



Chairperson,
Board of Education

Chairperson,
Board of County Commissioners



Secretary,
Board of Education

Secretary,
Board of County Commissioners

BUDGET AMENDMENT

Code	Description	Increase	Decrease
2.5501.801.181.000.000.00	SUPPLEMENT/SUPPLEMENTARY PAY		\$1,686.00
2.6530.802.321.000.000.00	PUBLIC UTILITIES-ELECTRIC SERVICES	\$1,686.00	
2.5110.001.121.000.000.00	TEACHER	\$52,252.00	
2.5110.001.211.000.000.00	Social Security	\$3,998.00	
2.5110.001.221.000.000.00	Retirement	\$7,947.00	
2.4110.000.000.000.000.00	County Appropriation	\$64,197.00	
Budget remaining County Appropriation			
2.4430.000.000.000.000.00	CONTRIBUTIONS AND DONATIONS	\$262.20	
2.5870.028.312.000.000.00	WORKSHOP EXPENSES/ALLOWABLE TRAV	\$262.20	
Airfare Refund			

**CLINTON CITY SCHOOLS
BUDGET AMENDMENT**

Number: 2

Fund: Federal Programs

The Clinton City Board of Education at a meeting on the **2nd day of March 2015** passed the following resolution:

Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2015.

SEE ATTACHED LISTING

Total appropriation in the current budget:	\$	2,500,648.82
Total increase/decrease of amendment	\$	53,444.14
Total appropriation in amended budget	\$	2,554,092.96

Passed by majority vote of the Clinton City Board of Education on the **2nd day of March 2015**

We, the Board of County Commissioners of Sampson County, hereby approve the changes in the Clinton City School Budget as indicated above and have made entry of changes in the minutes of said Board this _____ day of _____ 2015



Chairperson,
Board of Education

Chairperson,
Board of County Commissioners



Secretary,
Board of Education

Secretary,
Board of County Commissioners

BUDGET AMENDMENT

Code	Description	Increase	Decrease
3.3600.156.000.000.000.00	REVENUE - RACE TO THE TOP	\$30,143.48	
3.5110.156.462.000.000.00	Purchase of Non-Cap. Computer Equip.	\$30,143.48	
Initial Race to the Top Budget			
3.3600.050.000.000.000.00	IASA TITLE I-LEA BASIC PROGRAM	\$1,536.66	
3.5330.050.121.304.304.00	SALARY-TEACHER		\$24,818.00
3.5330.050.121.316.316.00	SALARY-TEACHER		\$11,396.00
3.5330.050.121.320.320.00	SALARY-TEACHER	\$40,328.00	
3.5330.050.121.330.330.00	Salary - Teacher		\$12,672.00
3.5330.050.142.304.304.00	Salary - Teacher Assistant	\$3,648.33	
3.5330.050.142.320.320.00	Salary - Teacher Assistant	\$12,720.41	
3.5330.050.142.330.330.00	Salary - Teacher Assistant	\$4,396.95	
3.5330.050.162.304.304.00	SUBSTITUTE PAY		\$700.00
3.5330.050.162.316.316.00	SUBSTITUTE PAY		\$200.00
3.5330.050.162.320.320.00	SUBSTITUTE PAY		\$123.75
3.5330.050.162.330.330.00	Salary- Substitute		\$355.95
3.5330.050.181.304.304.00	SUPPLEMENT		\$2,482.80
3.5330.050.181.316.316.00	TEACHER SUPPLEMENT		\$1,139.00
3.5330.050.181.320.320.00	TEACHER SUPPLEMENT	\$4,032.80	
3.5330.050.181.330.330.00	Salary - Supplement		\$1,267.20
3.5330.050.211.304.304.00	SOCIAL SECURITY		\$2,142.05
3.5330.050.211.316.316.00	SOCIAL SECURITY		\$974.25
3.5330.050.211.320.320.00	SOCIAL SECURITY	\$3,384.13	
3.5330.050.211.330.330.00	Social Security		\$1,093.59
3.5330.050.221.304.304.00	RETIREMENT		\$3,424.12
3.5330.050.221.316.316.00	RETIREMENT		\$1,180.74
3.5330.050.221.320.320.00	RETIREMENT	\$7,291.66	
3.5330.050.221.330.330.00	Retirement		\$1,575.78
3.5330.050.231.304.304.00	HOSPITALIZATION		\$5,376.00
3.5330.050.231.316.316.00	HOSPITALIZATION		\$2,687.04
3.5330.050.231.320.320.00	HOSPITALIZATION	\$5,379.36	
3.5330.050.231.330.330.00	Hospitalization		\$2,687.52
3.5330.050.232.304.304.00	Workers Compensation		\$50.00
3.5330.050.411.000.000.00	INSTRUCTIONAL SUPPLIES		\$7,136.96
3.5330.050.411.304.304.00	INSTRUCTIONAL SUPPLIES		\$2,528.31
3.5330.050.411.316.316.00	INSTRUCTIONAL SUPPLIES		\$613.54
3.5340.050.121.316.000.00	TEACHER	\$2,397.57	
3.5340.050.162.316.000.00	Salary - Substitute		\$200.00
3.5340.050.181.316.000.00	Salary - Supplement	\$239.76	
3.5340.050.183.316.000.00	BONUS PAY	\$550.00	
3.5340.050.184.316.000.00	LONGEVITY PAY		\$997.32
3.5340.050.211.316.000.00	Social Security	\$152.23	
3.5340.050.221.316.000.00	Retirement	\$613.55	

BUDGET AMENDMENT

Code	Description	Increase	Decrease
3.5340.050.231.316.000.00	Hospitalization	\$0.51	
3.5860.050.146.000.000.00	Salary - Sepcialist	\$3,126.00	
3.5860.050.181.000.000.00	SALARY - SUPPLEMENT	\$312.60	
3.5860.050.184.000.000.00	LONGEVITY		\$239.11
3.5860.050.211.000.000.00	Social Security	\$244.76	
3.5860.050.221.000.000.00	Retirement	\$700.44	
3.5860.050.231.000.000.00	Hospitalization	\$0.48	
3.6300.050.113.000.000.00	Salary - Director		\$440.55
3.6300.050.184.000.000.00	LONGEVITY PAY		\$19.82
3.6300.050.211.000.000.00	Social Security		\$35.21
3.6300.050.221.000.000.00	Retirement	\$35.68	
3.6300.050.231.000.000.00	Hospitalization	\$0.12	
3.6300.050.312.000.000.00	Workshop Expense	\$500.00	
3.8100.050.392.000.000.00	INDIRECT COST	\$37.92	
Budget Final Title 1 Allocation			
3.5230.119.163.000.000.00	Salary - Substitute Workshop	\$453.06	
3.5230.119.211.000.000.00	Social Security	\$34.66	
3.5230.119.312.000.000.00	Workshop Expense	\$1,462.93	
3.8100.119.392.000.000.00	Indirect Cost	\$49.35	
3.3600.119.000.000.000.00	IDEA TARGETED ASSISTANCE	\$2,000.00	
Budget additional allocation - Preschool Part B			
3.5110.109.181.000.000.00	SUPPLEMENT PAYMENT	\$5,912.41	
3.5110.109.211.000.000.00	SOCIAL SECURITY	\$452.31	
3.5110.109.221.000.000.00	RETIREMENT	\$899.28	
3.3600.109.000.000.000.00	REVENUE - RURAL AND LOW INCOME SCI	\$7,264.00	
Budget actual allocation			
3.5110.118.163.000.000.81	Salary - Substitute	\$196.00	
3.5110.118.211.000.000.81	Social Security	\$14.99	
3.5110.118.312.000.000.81	Regular Curricular - Workshop Exp/Allowable Tr	\$319.14	
3.5210.118.163.000.000.81	EC - Substitute Pay - Staff Development	\$3,217.23	
3.5210.118.211.000.000.81	Social Security	\$246.11	
3.5210.118.312.000.000.81	EC - Workshop Exp/Allowable Travel	\$1,419.37	
3.5210.118.411.000.000.00	SUPPLIES AND MATERIALS		\$118.07
3.5210.118.411.000.000.81	EC - Supplies and Materials	\$475.00	
3.5210.118.461.000.000.00	EC - Furniture and Equipment - Inventoried		\$1,000.00
3.5240.118.196.000.000.00	Staff Development Participants Pay	\$500.00	
3.5240.118.211.000.000.00	Social Security	\$38.25	
3.5240.118.221.000.000.00	Retirement	\$76.05	

BUDGET AMENDMENT

Code	Description	Increase	Decrease
3.5240.118.312.000.000.00	Workshop Expense	\$1,307.49	
3.5240.118.411.000.000.00	Supplies and Materials	\$5,500.00	
3.8100.118.392.000.000.00	INDIRECT COST	\$308.44	
3.3600.118.000.000.000.00	REVENUE - IDEA VI-B SPECIAL NEEDS	\$12,500.00	

Budget actual allocation

**CLINTON CITY SCHOOLS
BUDGET AMENDMENT**

Number: 1

Fund: Capital Outlay

The Clinton City Board of Education at a meeting on the **2nd day of March 2015** passed the following resolution:

Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2015.

SEE ATTACHED LISTING

Total appropriation in the current budget:	\$	771,313.00
Total increase/decrease of amendment	\$	26,600.00
Total appropriation in amended budget	\$	797,913.00

Passed by majority vote of the Clinton City Board of Education on the **2nd day of March 2015**

We, the Board of County Commissioners of Sampson County, hereby approve the changes in the Clinton City School Budget as indicated above and have made entry of changes in the minutes of said Board this _____ day of _____ 2015



Chairperson,
Board of Education

Chairperson,
Board of County Commissioners



Secretary,
Board of Education

Secretary,
Board of County Commissioners

BUDGET AMENDMENT

Code	Description	Increase	Decrease
4.4430.000.000.000.000.00	DONATIONS	\$2,700.00	
4.9202.001.541.304.304.00	PURCHASE OF EQUIPMENT-CAPITALIZED	\$2,700.00	
	PTSO donation		
4.9020.001.522.320.000.00	General Contract	\$150,000.00	
4.9020.001.541.000.000.00	PURCHASE OF EQUIPMENT-CAPITALIZED	-\$150,000.00	
	SMS Fire Alarm		
4.9021.001.541.308.000.00	Band Uniforms	\$42,000.00	
4.9020.001.541.000.000.00	PURCHASE OF EQUIPMENT-CAPITALIZED		\$42,000.00
	CHS Band Uniforms		
4.9020.503.542.308.308.00	Purchase of Equip. - MTM	\$20,000.00	
4.4910.000.000.000.000.00	FUND BALANCE APPROPRIATED	\$20,000.00	
	CHS Wireless Network Equipment		
4.9020.001.541.308.000.00	PURCHASE OF EQUIPMENT	\$17,567.00	
4.9020.001.541.000.000.00	PURCHASE OF EQUIPMENT-CAPITALIZED		\$17,567.00
4.9020.001.541.308.000.00	PURCHASE OF EQUIPMENT	\$4,217.00	
4.4430.000.000.000.000.00	DONATIONS	\$3,900.00	
4.9020.001.541.000.000.00	PURCHASE OF EQUIPMENT-CAPITALIZED		\$317.00
	CHS Football and Softball Scoreboards		

**CLINTON CITY SCHOOLS
BUDGET AMENDMENT**

Number: 2

Fund: Special Revenue Fund

The Clinton City Board of Education at a meeting on the **2nd day of March 2015** passed the following resolution:

Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2015.

SEE ATTACHED LISTING

Total appropriation in the current budget:	\$	993,660.64
Total increase/decrease of amendment	\$	15,413.92
Total appropriation in amended budget	\$	1,009,074.56

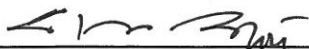
Passed by majority vote of the Clinton City Board of Education on the **2nd day of March 2015**

We, the Board of County Commissioners of Sampson County, hereby approve the changes in the Clinton City School Budget as indicated above and have made entry of changes in the minutes of said Board this _____ day of _____ 2015



Chairperson,
Board of Education

Chairperson,
Board of County Commissioners



Secretary,
Board of Education

Secretary,
Board of County Commissioners

BUDGET AMENDMENT

Code	Description	Increase	Decrease
8.4430.000.000.000.000.00	CONTRIBUTIONS AND DONATIONS	\$367.92	
8.5110.506.411.316.316.00	Supplies and Materials	\$367.92	
	Bright Ideas Grant - C. Avery		
8.6530.802.321.000.000.00	ELECTRIC SERVICE		\$1,686.00
8.5501.840.411.308.308.00	SUPPLIES AND MATERIALS	\$1,686.00	
8.4430.000.000.000.000.00	CONTRIBUTIONS AND DONATIONS	\$46.00	
8.5110.505.411.308.308.33	Supplies - College Power Up-T.Blount	\$46.00	
	College Power Up Funding		
8.8700.493.351.308.000.00	BROTHERS FOR CHRIST SCHOLARSHIP(K.I	\$1,000.00	
8.8700.496.351.308.000.00	MARTIN LEDER SCHOLARSHIP	\$2,500.00	
8.8700.498.351.308.000.00	GRAY F. BUTLER SCHOLARSHIP	\$1,500.00	
8.4470.493.000.000.000.00	BROTHERS FOR CHRIST SCHOLARSHIP(K.I	\$1,000.00	
8.4450.496.000.000.000.00	INTEREST - MARTIN LEDER SCHOLARSHIP	\$2,500.00	
8.4470.498.000.000.000.00	Gray F. Butler Scholarship	\$1,500.00	
	Scholarships		
8.4491.499.000.000.000.00	C.A.F.E.	\$10,000.00	
8.8600.499.411.000.000.00	C.A.F.E.- SUPPLIES AND MATERIALS	\$10,000.00	
	CAFÉ Grants		

**CLINTON CITY SCHOOLS
BUDGET AMENDMENT**

Number: 2

Fund: State Public School Fund

The Clinton City Board of Education at a meeting on the **2nd day of March 2015** passed the following resolution:

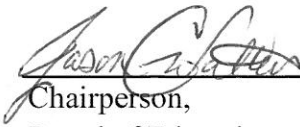
Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2015.

SEE ATTACHED LISTING

Total appropriation in the current budget:	\$	17,497,567.66
Total increase/decrease of amendment	\$	594,736.02
Total appropriation in amended budget	\$	18,092,303.68


Passed by majority vote of the Clinton City Board of Education on the **2nd day of March 2015**

We, the Board of County Commissioners of Sampson County, hereby approve the changes in the Clinton City School Budget as indicated above and have made entry of changes in the minutes of said Board this _____ day of _____ 2015



Chairperson,
Board of Education

Chairperson,
Board of County Commissioners



Secretary,
Board of Education

Secretary,
Board of County Commissioners

BUDGET AMENDMENT

Code	Description	Increase	Decrease
1.5350.016.231.304.000.00	Health Insurance Matching		\$4,620.00
1.5350.016.411.304.000.00	Supplies and Materials		\$6,168.98
1.3100.000.000.000.000.00	ALLOC-STATE PUBLIC SCH		\$10,788.98
Refund Summer Reading Camp Funds			
1.5110.003.162.000.000.00	SUBSTITUTE PAY- CERTIFIED	\$441.00	
1.5110.003.211.000.000.00	EMPLOYER'S SOC. SEC. COST	\$34.00	
1.3100.000.000.000.000.00	ALLOC-STATE PUBLIC SCH	\$475.00	
Substitute Pay			
1.5210.029.131.000.000.00	SALARY-BEHAVIOR SUPPORT SPECIALIST	\$25,243.69	
1.5210.029.142.000.000.00	BEHAVIOR SUPPORT ASSISTANT	\$16,972.30	
1.5210.029.211.000.000.00	SOCIAL SECURITY	\$3,229.52	
1.5210.029.221.000.000.00	RETIREMENT (14.230%)	\$2,581.49	
1.5210.029.231.000.000.00	HOSPITALIZATION	\$5,377.00	
1.3100.000.000.000.000.00	ALLOC-STATE PUBLIC SCH	\$53,404.00	
Budget Behavioral Support Funding			
1.6550.056.165.000.000.00	Salary - Driver	\$64,673.00	
1.6550.056.211.000.000.00	Social Security	\$4,948.00	
1.3100.000.000.000.000.00	State Allocation	\$69,621.00	
December Transportatin Allotment			
1.5110.015.462.000.000.00	Purchase of Non. Cap. Comp. Equipment	\$15,996.00	
1.3100.000.000.000.000.00	State Allocation	\$15,996.00	
Capital funding allocation to Technology			
1.5110.009.184.000.000.00	LONGEVITY PAY	\$460,000.00	
1.3100.000.000.000.000.00	State Allocation	\$460,000.00	
Budget funds for employee benefits			
1.5120.013.121.000.000.00	SALARY- TEACHER/COOP COOR		\$18,428.00
1.5120.014.462.308.308.00	Purchase of Non. Cap. Comp. Equipment	\$18,428.00	
Transfer CTE MOE to Program Support			

BUDGET AMENDMENT

Code	Description	Increase	Decrease
1.5110.061.413.304.304.00	TEXTBOOKS-OTHER	\$5,899.00	
1.3100.000.000.000.000.00	State Allocation	\$5,899.00	
Reading Textbook purchase			
1.5110.130.412.000.000.00	Textbooks		\$5,899.00
1.3100.000.000.000.000.00	State Allocation		\$5,899.00
Transfer of funds for Reading Textbooks			
1.3100.000.000.000.000.00	ALLOC-STATE PUBLIC SCH	\$625.00	
1.5110.003.162.000.000.00	SUBSTITUTE PAY- CERTIFIED	\$580.00	
1.5110.003.211.000.000.00	EMPLOYER'S SOC. SEC. COST	\$45.00	
November Sub. Pay			
1.5210.032.163.000.000.00	EC - Substitute Pay - Staff Dev.	\$4,000.00	
1.5210.032.211.000.000.00	EMPLOYER'S SOC SEC COST	\$305.80	
1.5210.032.312.000.000.00	WORKSHOP EXPENSES	\$4,000.00	
1.5210.032.326.000.000.00	EC-CONTRACTED REPAIRS-EQUIPMENT	\$1,000.00	
1.5210.032.411.000.000.00	INSTRUCTIONAL SUPPLIES		\$20,753.37
1.5210.032.418.000.000.00	COMPUTER SOFTWARE AND SUPPLIES	\$310.30	
1.5210.032.461.000.000.00	EC-FURNITURE AND EQUIPMENT-NON CAI	\$500.00	
1.5840.032.311.000.000.00	CONTRACTED HEALTH SERVICES		\$38,643.00
1.5840.032.319.000.000.00	HEALTH SERVICES-OT/PT/PSYCH/VISION S	\$38,642.34	
1.6550.032.199.000.000.00	BUS MONITOR (PS & SA)	\$300.00	
1.6550.032.221.000.000.00	EMPLOYER'S RETIREMT COST	\$1,581.08	
1.6550.032.231.000.000.00	EMPLOYER'S HOSP.INS. COST	\$3,495.05	
1.5210.032.142.000.000.00	SALARY-TEACHER ASSISTANT		\$0.10
1.5210.032.221.000.000.00	EMPLOYER'S RETIREMT COST	\$0.04	
1.5210.032.142.000.000.00	SALARY-TEACHER ASSISTANT		\$0.31
1.5240.032.211.000.000.00	EMPLOYER'S SOC SEC COST	\$0.42	
1.5240.032.221.000.000.00	EMPLOYER'S RETIREMT COST	\$0.13	
1.6200.032.211.000.000.00	EMPLOYER'S SOCIAL SECURITY COST-REC	\$0.47	
1.6200.032.221.000.000.00	EMPLOYER'S RETIREMENT COST-REG		\$0.12
1.6550.032.211.000.000.00	EMPLOYER'S SOC SEC COST	\$0.44	
1.5230.032.121.316.000.00	SALARY-TEACHER	\$2,000.00	
1.5230.032.129.316.000.00	Salary - Held Harmless	\$654.85	
1.5230.032.211.316.000.00	FICA	\$202.69	
1.5230.032.221.316.000.00	RET	\$403.63	
1.5230.032.332.316.000.00	Pre-K - EC - Travel Reimbursement	\$2,000.00	
1.5230.032.231.316.000.00	HOSPITALIZATION		\$0.34

BUDGET AMENDMENT

Code	Description	Increase	Decrease
Transfers within the EC budget			
1.5110.061.413.320.000.00	REGULAR CURRICULAR-OTHER TEXTBOO	\$1,240.00	
1.3100.000.000.000.000.00	ALLOC-STATE PUBLIC SCH	\$1,240.00	
1.5110.130.412.000.000.00	REGULAR CURRICULAR-STATE TEXTBOOKS		\$1,240.00
1.3100.000.000.000.000.00	ALLOC-STATE PUBLIC SCH		\$1,240.00
Textbook funds transfer			
1.3100.000.000.000.000.00	ALLOC-STATE PUBLIC SCH	\$11,303.00	
1.5110.001.121.000.000.00	SALARY- TEACHER	\$10,553.00	
1.5110.003.221.000.000.00	Retirement	\$57.00	
1.5110.003.162.000.000.00	SUBSTITUTE PAY- CERTIFIED	\$693.00	
Dec. Sub and Teacher adjustment			

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 4

Meeting Date: April 6, 2015

<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. NCACC County Assembly Day
- b. Health Department - Mobile Mammography Event April 29, 2015
- c. Acknowledgement of Annual Review of Safety Manual
- d. NC Forestry Service - 2014 Summary of Accomplishments

Susan Holder

From: NCACC <listserv@civicplus.com>
Sent: Wednesday, March 11, 2015 12:43 PM
To: Susan Holder
Subject: Registration open for County Assembly Day



County officials will gather in Raleigh on May 6 to advocate for counties at the NCACC's 2015 County Assembly Day.

Registration open for 2015 County Assembly Day

The NCACC will host its 2015 County Assembly Day on Wednesday, May 6, 2015, at the Quorum Center in Raleigh. County Assembly Day is an opportunity for North Carolina county officials to meet with and hear from state legislative leaders and meet with their state legislative representatives.

The event begins in the morning with a legislative update from NCACC staff and remarks from leaders of the General Assembly. After lunch, attendees visit the N.C. General Assembly to meet with members of their delegation. The event concludes during the evening with the annual reception to honor members of the General Assembly.

There is no pre-registration fee for County Commissioners who sign up by April 24. All others must pay the pre-registration fee of \$95. After April 24, county commissioners and staff must register on-site and pay the on-site registration fee of \$125.

- Click [here](#) to register and for more information.



[Check out the official trailer for 2015 County Assembly Day!](#)

[Share on Facebook](#)

[Share on Twitter](#)

[Share via Email](#)

Mobile Mammography

Tell a friend or loved one!

Wednesday, April 29, 2015

**Sampson County Health Department
360 County Complex Rd., Clinton**



**Appointment times are from:
9:00am – 1:00pm**

Funding is available for women without insurance • Most insurances are accepted • Pre-registration is required!

To register:



Sampson County Health Department
910-592-1131 ext. 4214

Sponsored by Sampson County Breast and Cervical Cancer Control Program (BCCCP) Advisory Board in partnership with the Sampson County Health Department and the Rex Mobile Mammography.



**SAMPSON COUNTY
EMERGENCY
MANAGEMENT
SERVICES**

RONALD BASS
DIRECTOR
(910) 592-8996

POST OFFICE BOX 8, CLINTON, NORTH CAROLINA 28329-0008



MEMORANDUM:

TO: Susan Holder, Assistant County Manager
FROM: *PM* Prentice Madgar, Safety Officer
DATE: February 24, 2015
SUBJECT: Sampson County Employee Safety Manual

After my annual evaluation/review of the Sampson County Employee Safety Manual this is the only change that is needed at this time.

PM/dhd

Sampson County

Employee Exposure Report

FILE REPORT WITHIN 24 HOURS OF NOTIFICATION

Last name: _____ First Name: _____ Middle Initial: _____

Department: _____ Title: _____ Last Four SSN: _____

OCA number of call: _____

Date/Time of Exposure: _____

Duration of Exposure: _____

Location of Exposure: _____

In what route did exposure occur?: _____

Was personal protective equipment available? Yes ___ No ___

Was personal protective equipment used? Yes ___ No ___

If personal protective equipment was used, what type(s)? _____

Did employee receive training/instructions prior to exposure? _____

Were any symptoms present at time of exposure? Yes ___ No ___

If so, describe (attach physician's report, if applicable): _____

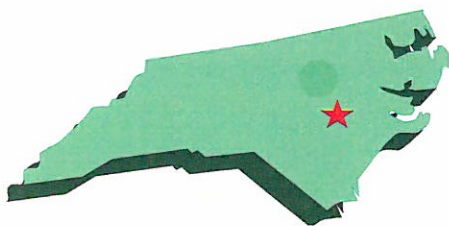
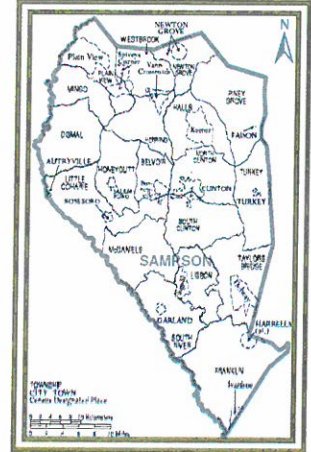
Were other employees exposed? Yes ___ No ___

If so, list names & Employee ID #: _____

List suggestions to prevent reoccurrence: _____



2014 Summary of Accomplishment in Sampson County



North Carolina Forest Service
116 Smokey Lane
Clinton, NC 28328
(910) 592-4515
sampson.ncfs@ncagr.gov

County Resources

Personnel

POSITION	NAME	YEARS WITH NCFS
County Ranger	Grant Jones	12
Assistant County Ranger	Hunter Davis	1
Assistant County Ranger	Justin Evans	1
Forest Fire Equipment Operator	Brandon Creech	6
Forest Fire Equipment Operator	Wade Hardison	7
Smoke Chaser	Vacant	
Service Forester/District Staff	Roy Jones	2

Facilities

Headquarters --- 1,540 sq. ft. --- built 1999

Equipment Storage Building --- 2,800 sq. ft. --- built 1999

Miscellaneous structures:
Clinton Fire Tower
Newkirk Fire Tower
Oil House
Pump House

Vehicles & Heavy Equipment

YEAR	MODEL	MILES
2008	Ford F-350 - Type 6 fire engine	103,386
2011	Ford F-350 - Type 6 fire engine	50,090
2012	Ford F-350 - Type 6 fire engine	32,528
2014	Ford F-350 - Type 6 fire engine	9,567
2006	Ford 1 ton 4x4 pickup	116,352
2005	Chevy 1500 ½ ton pickup	163,911
*1993	Freightliner Truck/Tractor & lowboy trailer	54,452
*1996	TD 12 C Crawler Tractor with plow	2,775 tach hrs
*1998	Volvo Truck/Tractor & lowboy trailer	65,962
*1998	John Deere Crawler tractor with plow	2,301 tach hrs

*No County funds used to purchase this equipment

FOREST RESOURCES & ECONOMIC STATISTICS

Forest management and reforestation activities added over 4.1 million dollars to the Sampson County economy during fiscal year 2014.

These efforts also provided seasonal work for site preparation contractors, logging crews and planting crews.

Continued management of reforested areas should result in estimated future economic benefits of nearly 4.1 million dollars.

Forest Resources

Commercial forest land (Protected by NCFS from wildfire, insects & disease)	272,800 acres
Privately owned forest land (Eligible for NCFS management assistance)	262,700 acres
Estimated forest volume	312,200,000 cu. ft.
Estimated timber value	\$805,476,000

Economic Statistics

Value added to County Economy	FY 2014
Total Federal Cost Share CRP Payments	0
Total Federal Cost Share WHIP and EQIP Payments Establishment	\$67,139
Total State FDP Cost Share Program	\$29,496
Estimated value of timber harvested on private lands	\$4,120,452
TOTAL ADDED TO ECONOMY	\$4,149,948
Future value added to County Economy	
Estimated value of 1413 acres new pine plantations in 35 years	\$4,181,067

FOREST MANAGEMENT

In 2014, **178 landowners were assisted** by the N.C. Forest Service and **145 Forest Management Plans** were prepared, placing an additional **7116 acres under active forest management**.

The majority of these management plans were in the form of Present Use Valuation or Tax Plans. Landowners who have at least 20 acres of contiguous woodland are eligible to enroll in this program as long as they are producing commercial timber for later harvest. We presently have a back log of approximately 10 requests still on the books. These numbers are sure to increase when the Tax Office mails out the next tax notifications. This is a guaranteed method of keeping the forested land in commercial value for years to come.

These Tax Plans as well as the other forest management plans include a field visit by the Service Forester and County Forest Service personnel. During the field visit an examination of the land is made and written recommendations are provided to the Landowner.

Recommendations concerning timber harvesting, timber stand improvement and reforestation are given, taking into account both the goals of the landowner and sound management practices that protect and enhance wildlife and water quality.

Based on Forest Service recommendations, **1413 acres were planted with trees and 2364 acres of timber were harvested on NCDNR projects. Additionally, 67 tracts were inspected** to verify compliance with the Forest Practices Guidelines of the Sedimentation Pollution Control Act.

The N.C. Forest Service assisted two other agencies with their forestry projects. The Farm Service Agency has a cost share program called the Conservation Reserve Program (CRP). This is where farmland is taken out of crop production and turned into longleaf pine plantations. The Sampson County Soil & Water Conservation also has a cost share program called EQIP. With both of these programs, the N.C. Forest Service provides the technical advice and inspections on all the projects. We evaluate the longleaf pine during the first 3-5 years and assist in any maintenance requirements.

2014

Management Plans prepared:	145
Acres in plans:	7116
Acres of site preparation:	1572
Acres planted (trees):	1413
Acres of timber harvested on NCDNR projects:	2364
Survival checks on tree planting:	29 (894 acres)
Acres of Wildlife Habitat Improvement:	1063
Acres of Best Management Practices Implemented:	9890
Water Quality (FPG's):	67 (3286 acres)
Active:	41 (2,864 acres)
Non-Active:	26 (2,054 acres)

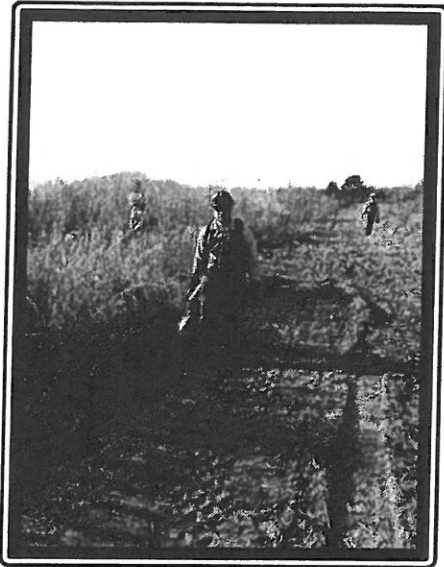
FOREST MANAGEMENT



Sampson County Landowners Planting Trees - 2014

Bob Acord
Ronnie Alderman
Bad Branch Land LLC
Mary Ballard
Joyce Barefoot
Llewellyn Beaman
Bruised Camel Partnership
Corbett Package Company
James Dail
Kent Davis
Fann Farms
Ronald Herring
Jackson & Jones Farms
Nash Johnson
Faith Lehman
Joanna Mathis
Gale F. Naylor
Red Mountain Timber

Linwood Reynolds
Robert Rich
William Roberts
Wilson Spencer
Frankie Tart
Taylors Bridge LLC
Betty Tew
David Tew
Three Nuts & A Bolt
Mary Alice Tomyne
Victor Small Trust
Albert Viser
Norwood Carter
Ruth Altman
William Carr
Kathy Newkirk
David Sweeney
Betsy Sutton

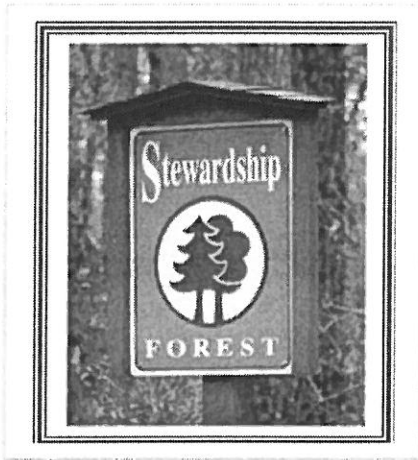


Hazard Reduction & Wildlife Improvement Burning by NCFS & Landowners



<i>John Corbett</i>	<i>336 acres</i>
<i>DENR</i>	<i>48 acres</i>
<i>Anne Faircloth</i>	<i>560 acres</i>
<i>Marshall Falatovich</i>	<i>25 acres</i>
<i>Nash Johnson</i>	<i>50 acres</i>
<i>Wendall Evan</i>	<i>75 acres</i>
<i>Alfred Smith</i>	<i>350 acres</i>
<i>American Materials Co.</i>	<i>100 acres</i>
<i>Jean Bryson</i>	<i>130 acres</i>
<i>Sammy & Nilda Giddens</i>	<i>70 acres</i>
<i>Amos McLamb</i>	<i>187 acres</i>
<i>Mabel Johnson</i>	<i>8 acres</i>
<i>Joshua McLamb</i>	<i>39 acres</i>
<i>James Moore</i>	<i>35 acres</i>
<i>NC Department of Agriculture</i>	<i>70 acres</i>
<i>Julie Newton</i>	<i>40 acres</i>
<i>Prestage Farms</i>	<i>450 acres</i>
<i>Simon Thornton</i>	<i>23 acres</i>
<i>Rodger Boser</i>	<i>325 acres</i>
<i>Denise Taylor</i>	<i>15 acres</i>
<i>H.J. Carr</i>	<i>15 acres</i>

FOREST STEWARDSHIP



The Forest Stewardship Program is a cooperative effort involving several agencies and forestry professionals. It is designed to encourage landowners to manage their natural resources, to enhance timber, fish and wildlife, water, soils, and aesthetics. Below is a list of Sampson County Forest Stewardship Committee members and the agencies with which they are associated.

Grant Jones	N.C. Forest Service
Kettrell Strickland	Farm Service Agency
Gavin Thompson	Natural Resources Conservation Service
Roy Jones	N.C. Forest Service
Deanna Noble	N.C. Wildlife Resources Commission

WILDFIRE RESPONSE

In 2014, the North Carolina Forest Service in Sampson County was dispatched to 37 wildfires WITH AN ESTIMATED COST OF 30,495.

30 of them were escaped fires in which fire suppression efforts were needed in order to contain the fires.

7 dispatches were false calls, either controlled burns or not escaped fires from landowner properties.

217 acres were burned within the county. These numbers are lower than average due to the wet weather patterns our county experienced over spring. It's very difficult to predict the number or severity of wildfires in any given year; however our staff is ready to respond when dispatched.



Law Enforcement

Number of warning tickets issued	18
Number of warrants	0
Number of citations	0
MAJOR CAUSE DEBRIS BURNING	22
FIRES	

Fire Prevention

Number of school programs	4
Number parades/Smokey	5
Number of exhibits	3
News Articles	8
Television Interviews	1
Acres of hazard reduction and wildlife burning by NCFS	48
Hazard Reduction burning by landowners with NCFS assistance	2126
67 homes & buildings were saved: At a value of	\$2,699,000
Burning Permits issued	1,428

INSECT & DISEASE CONTROL

Insect and disease control is an important part of forest protection. Sampson County has been infected by a disease called Laurel Wilt. First introduced to Florida several years ago and now has spread north to your county. Laurel Wilt affects the Laurel family of trees and shrubs. Once infected, the tree dies there are no control measures at this time. There are many trees and shrubs that are in this family and some are already on the endangered list. The problem will not only be the extinction of these species but an increased hazard of wildfires from the dead vegetation. Presently the NC Forest Service is monitoring this problem. The County has not had any Southern Pine Beetle activity. If detected, County Forest Service personnel undertake the following activities:

- The site is located and the affected landowner is notified.
- Control measures are communicated to the landowner.
- NCFS personnel assist the landowner with marking infected trees and coordinating harvest.

Other activities included:

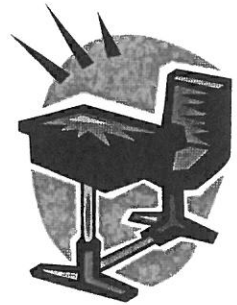
- 2 Pest Control flights for 2014
- 11 insect & disease inspections

INFORMATION & EDUCATION



Accomplishments for 2014

1. Four Smokey Bear visits to elementary schools were conducted, at which fire prevention materials were distributed.
2. Forest Service personnel escorted Smokey in 5 parades.
3. Career Day programs at 1 high schools were conducted.
4. Set up and administered Future Farmers of America Forestry Contest for 5 area high schools.
5. Smokey Bear appeared at 9 public events.
6. Member of Great Coharie Creek Watershed Advisory Board



CURRENT NEEDS

Service to the citizens of Sampson County will be enhanced by purchase of the following items:

- Chainsaw for weather related dispatches (Hurricanes & Ice storms)
- LCD projector for VFD Training in Wildland fire suppression.
- ATV used for fire control and hazard reduction burning.

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.