



**SAMPSON COUNTY
BOARD OF COMMISSIONERS
MEETING AGENDA
March 7, 2016**

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

Roads

Tab 1 Reports and Presentations

a. Recognition of Retiree **1**

Tab 2 Planning and Zoning 2 - 14

- a. RZ-2-16-1: Request to Rezone 68 Acres Along Tomahawk Highway from RA-Residential Agriculture to I-Industrial
- b. TA-2-16-1: Request to Amend Zoning Ordinance Section 3.3.1.E (Dimensional Requirements, RA-Residential Agriculture District)
- c. TA-2-16-2: Request to Amend Zoning Ordinance Section 3.3.2.E (Dimensional Requirements, R-Residential District)
- d. TA-2-16-3: Request to Amend Zoning Ordinance Section 3.3.3.E (Dimensional Requirements, MRD-Mixed Residential District)

Tab 3 Action Items

- a. Finance: Presentation of Audit for Fiscal Year Ending June 30, 2015 and Approval of Auditing Contracts **15 - 27**
and separate document
- b. Convention and Visitors Bureau: Request for Increase in Room Occupancy Tax **28 - 32**
- c. Budget Reduction Proposal - Exposition Center **33 - 39**
- d. Appointments **40 - 41**
 - Board of Health
 - Juvenile Crime Prevention Council (Health Director designee)

Tab 4 Consent Agenda 42

- a. Approve the minutes of the February 1, 2016 meeting and February 16 & 18, 2016 planning session **43 - 59**
- b. Approve a revision to the Home and Community Care Block Grant funding plan as submitted by the Department of Aging **60 - 62**

Tab 4 Consent Agenda, continued	
c. Approve the contract for legal services (IV-D) between Sampson County DSS and Tiffany Naylor	63 - 87
d. Approve tax refunds as submitted	88 - 94
e. Approve budget amendments as submitted	95 - 112
Tab 5 Board Information	113
a. Board of Health Annual Meeting Notice	114
b. Letter of Appreciation, North Carolina Sweet Potato Commission	115
c. Annual Ag Rally, Mark Your Calendars	116
d. Hazard Mitigation Plan Approval by FEMA, Public Hearing to be Scheduled for April Meeting	117
County Manager's Reports	
Public Comment Period (see policies and procedures in agenda)	118
Adjournment	

OUR PUBLIC CHARGE

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

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 1 (a)

Meeting Date: March 7, 2016

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

SUBJECT: Recognition of Retirees

DEPARTMENT: Governing Body

PUBLIC HEARING: No

CONTACT PERSON: Chairman Billy Lockamy

PURPOSE: To recognize County employees for their dedicated service

ATTACHMENTS: None

BACKGROUND: Retiree for February 2016:

Donald K. Smith, Sheriff's Department 9/2007 - 2/2016

RECOMMENDED
ACTION OR MOTION: Present retirees with a County plaque in recognition of their years of service to
the County

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 2 (a-d)

Meeting Date: March 7, 2016	<input type="checkbox"/> Information Only <input type="checkbox"/> Report/Presentation <input checked="" type="checkbox"/> Action Item <input type="checkbox"/> Consent Agenda	<input checked="" type="checkbox"/> Public Comment <input type="checkbox"/> Closed Session <input checked="" type="checkbox"/> Planning/ Zoning <input type="checkbox"/> Water District Issue
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SUBJECT: Planning Issues

DEPARTMENT: Clinton-Sampson Planning and Zoning

PUBLIC HEARING: Yes

CONTACT PERSON: Mary Rose, Planning Director

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

ATTACHMENTS: Planning Staff Memorandum; Maps

BACKGROUND:

- a. **RZ-2-16-1** Planning staff will review a request to rezone approximately 68 acres located along Tomahawk Highway from RA-Residential Agriculture to I-Industrial. The Planning Board has heard certain findings of fact (as shown in attached documents) and determined that the request was consistent with the goals and objectives of the Sampson County Land Use Plan and other long range planning documents due to the fact this property is located along NC 41, a major means of transportation between Duplin, Sampson, and Bladen Counties. Based upon these findings, the Planning Board unanimously recommended **approval** of the rezoning request and the adoption of a zoning consistency statement.
- b. **TA-2-16-1** Planning staff will review a request to amend Section 3.3.1.E of the Sampson County Zoning Ordinance regarding the dimensional requirements for RA-Residential Agriculture Districts. (See attachment for proposed changes.)
- c. **TA-2-16-2** Planning staff will review a request to amend Section 3.3.2.E of the Sampson County Zoning Ordinance regarding the dimensional requirements for R-Residential Districts. (See attachment for proposed changes.)
- d. **TA-2-16-3** Planning staff will review a request to amend Section 3.3.3.E of the Sampson County Zoning Ordinance regarding the dimensional requirements for MRD - Mixed Residential Districts. (See attachment for proposed changes.)

RECOMMENDED
ACTION OR
MOTION:

- a. Motion to approve rezoning request RZ-2-16-1, accepting the presented findings of fact and making the following zoning consistency statement:
Whereas, in accordance with the provisions of North Carolina General Statute 153A-341, the Sampson County Board of Commissioners does hereby find and determine that the recommendation of the ordinance amendment RZ-2-16-1 is consistent with the goals and objectives of the Sampson County Land Use Plan and other long range planning documents due to the fact this property is located along NC 41, a major means of transportation between Duplin, Sampson, and Bladen Counties.
- b. Motion to approve TA-2-16-1 as recommended.
- c. Motion to approve TA-2-16-2 as recommended.
- d. Motion to approve TA-2-16-3 as recommended.



Clinton-Sampson Planning Department
 227 Lisbon Street
 Post Office Box 199
 Clinton, North Carolina 28329
 (910) 299-4904 (T) - (910) 592-4261 (F)



To: Ed Causey, County Manager
From: Mary M. Rose, Planning Director
Subject: February 25, 2016 Sampson County Planning and Zoning Board Meeting -
 County Board of Commissioners March 7, 2016 Agenda Items
Date: February 25, 2016

The following requests were addressed by the Planning and Zoning Board at their February 25, 2016 meeting:

RZ-2-16-1 - A rezoning request by Sampson County Economic Development to rezone approximately 68 acres located along Tomahawk Highway from RA-Residential Agriculture to Industrial was unanimously recommended for approval with the following findings of fact and zoning consistency statement:

1. John Swope has signed the rezoning application as the applicant and Duke Energy Progress, "Travis Payne", has signed the application as the owner.
2. This rezoning will include approximately 68 acres as shown on the location map.
3. The property is currently zoned RA-Residential Agriculture. (see attached site map)
4. The area of the property that is proposed to be rezoned is located along Tomahawk Highway.
5. This property is located along NC 41, which is a connector road between Duplin, Sampson and Bladen Counties.
6. All adjacent property owners within 100' have been notified by mail and the property has been posted.

Zoning Consistency Statement:

Whereas, in accordance with the provisions of North Carolina General Statute 153A-341, the Sampson County Planning Board does hereby find and determine that the recommendation of the ordinance Amendment RZ-2-16-1 is consistent with the goals and objectives of the Sampson County Land Use Plan and other long range planning documents due to the fact this property is located along NC 41, a major means of transportation between Duplin, Sampson and Bladen Counties.

TA-2-16-1- A text amendment by planning staff to amend Section 3.3.1.E, Dimensional Requirements in the RA-Residential Agriculture District, of the Sampson County Zoning Ordinance was unanimously recommended by the Planning Board as follows:

Existing:

E. Dimensional Requirements (See Sections 6 & 7 for uses with conditions and special uses):

Requirements	Public Water And Sewer	Public Water, No Public Sewer	No Public Water No Public Sewer
Minimum Lot Area in Square Feet	10,000 Sq. Ft.	25,000 Sq. Ft.	30,000 Sq. Ft.
Minimum Lot Width in Feet	110 ft.	110 ft.	110 ft.
Minimum Lot Depth in Feet	100 ft.	150 ft.	150 ft.
Minimum Setback Lines In Feet Front	50 ft.	50 ft.	50 ft.

Side	15 ft.	15 ft.	15 ft.
Side abutting Street	20 ft.	20 ft.	20 ft.
Rear	25 ft.	25 ft.	25 ft.
Maximum Building Height	40 ft.	40 ft.	40 ft.

Proposed:

E. Dimensional Requirements (See Sections 6 & 7 for uses with conditions and special uses):

Requirements	Public Water And Sewer	Public Water, No Public Sewer	No Public Water No Public Sewer
Minimum Lot Area in Square Feet	10,000 Sq. Ft.	25,000 Sq. Ft.	30,000 Sq. Ft.
Minimum Lot Width in Feet	110 ft.	110 ft.	110 ft.
Minimum Lot Depth in Feet	100 ft.	150 ft.	150 ft.
Minimum Setback Lines In Feet Front	50 35 ft.	50 35 ft.	50 35 ft.
Side	45 10 ft.	45 10 ft.	45 10 ft.
Side abutting Street	20 ft.	20 ft.	20 ft.
Rear	25 ft.	25 ft.	25 ft.
Maximum Building Height	40 ft.	40 ft.	40 ft.

TA-2-16-2- A text amendment by planning staff to amend Section 3.3.2.E, Dimensional Requirements in the R-Residential District, of the Sampson County Zoning Ordinance was unanimously recommended by the Planning Board as follows:

Existing:

E. Dimensional Requirements (See Sections 6 & 7 for uses with conditions and special uses):

Requirements	Public Water And Sewer	Public Water, No Public Sewer	No Public Water No Public Sewer
Minimum Lot Area in Sq. Ft.	10,000 Sq. Ft.	25,000 Sq. Ft.	30,000 Sq. Ft.
Minimum Lot Width in Feet	110 ft.	110 ft.	110 ft.
Minimum Lot Depth in Feet	100 ft.	100 ft.	200 ft.
Minimum Setback Lines In Feet Front	40 ft.	40 ft.	40 ft.
Side	15 ft.	15 ft.	15 ft.
Side abutting Street	20 ft.	20 ft.	20 ft.
Rear	25 ft.	25 ft.	25 ft.
Maximum Building Height	40 ft.	40 ft.	40 ft.

Proposed:

E. Dimensional Requirements (See Sections 6 & 7 for uses with conditions and special uses):

Requirements	Public Water And Sewer	Public Water, No Public Sewer	No Public Water No Public Sewer
Minimum Lot Area in Square Feet	10,000 Sq. Ft.	25,000 Sq. Ft.	30,000 Sq. Ft.
Minimum Lot Width in Feet	110 ft.	110 ft.	110 ft.
Minimum Lot Depth in Feet	100 ft.	150 ft.	150 ft.
Minimum Setback Lines In Feet Front	50 35 ft.	50 35 ft.	50 35 ft.
Side	45 10 ft.	45 10 ft.	45 10 ft.
Side abutting Street	20 ft.	20 ft.	20 ft.
Rear	25 ft.	25 ft.	25 ft.
Maximum Building Height	40 ft.	40 ft.	40 ft.

TA-2-16-3- A text amendment by planning staff to amend Section 3.3.3.E, Dimensional Requirements in the MRD-Mixed Residential District, of the Sampson County Zoning Ordinance was unanimously recommended by the Planning Board as follows:

Existing:

E. Dimensional Requirements (See Sections 6 & 7 for uses with conditions and special uses):

Requirements	Public Water And Sewer	Public Water, No Public Sewer	No Public Water No Public Sewer
Minimum Lot Area in Sq. Ft.	10,000 Sq. Ft.	25,000 Sq. Ft.	30,000 Sq. Ft.
Minimum Lot Width in Feet	110 ft.	110 ft.	110 ft.
Minimum Lot Depth in Feet	100 ft.	100 ft.	200 ft.
Minimum Setback Lines In Feet Front	50 ft.	50 ft.	50 ft.
Side	15 ft.	15 ft.	15 ft.
Side abutting Street	20 ft.	20 ft.	20 ft.
Rear	25 ft.	25 ft.	25 ft.
Maximum Building Height	40 ft.	40 ft.	40 ft.

Proposed:

E. Dimensional Requirements (See Sections 6 & 7 for uses with conditions and special uses):

Requirements	Public Water And Sewer	Public Water, No Public Sewer	No Public Water No Public Sewer
Minimum Lot Area in Square Feet	10,000 Sq. Ft.	25,000 Sq. Ft.	30,000 Sq. Ft.
Minimum Lot Width in Feet	110 ft.	110 ft.	110 ft.
Minimum Lot Depth in Feet	100 ft.	150 ft.	150 ft.
Minimum Setback Lines In Feet Front	50 35 ft.	50 35 ft.	50 35 ft.
Side	45 10 ft.	45 10 ft.	45 10 ft.
Side abutting Street	20 ft.	20 ft.	20 ft.
Rear	25 ft.	25 ft.	25 ft.
Maximum Building Height	40 ft.	40 ft.	40 ft.

Please contact my office with any additional questions or comments.

attachments

cc: Susan Holder, Assistant County Manager

MINUTES OF THE SAMPSON COUNTY
PLANNING AND ZONING BOARD

Meeting Date

February 25, 2016

Members Present

Steve Parker
Sherri Smith
Debra Bass
Gary Mac Herring
Gary Henry
Ann Naylor

Members Absent

Nancy Blackman

Mrs. Rose informed the Board due to the recent end to Chair Scott Brown's term and the recent appointment of Mr. Steve Parker to his seat, it was at this time necessary to request the nomination of a new chair to the Sampson County Planning Board.

Ann Naylor nominated Gary Mac Herring for the position of Sampson County Planning Board Chair, with this nomination seconded by Sherri Smith, and unanimously approved by the Board.

Chair Herring, called for the nomination of a Vice-Chair due to the fact he was now chair and had been serving as Vice-Chair. Chair Herring nominated Ann Naylor for the position of Sampson County Planning Board Vice-Chair, with this nomination seconded by Sherri Smith, and unanimously approved by the Board.

Minutes Approved

Upon a motion by Ann Naylor and seconded by Debra Bass, the minutes of the December 10, 2015, December 28, 2015 and January 13, 2016 meetings were unanimously approved as presented.

RZ-2-16-1

A rezoning request by Sampson County Economic Development to rezone approximately 68 acres located along Tomahawk Highway from RA-Residential Agriculture to Industrial. (see attached location map)

Staff has prepared the following findings of fact and zoning consistency statement for consideration by the Planning Board:

1. John Swope has signed the rezoning application as the applicant and Duke Energy Progress, "Travis Payne", has signed the application as the owner.
2. This rezoning will include approximately 68 acres as shown on the location map.
3. The property is currently zoned RA-Residential Agriculture. (see attached site map)
4. The area of the property that is proposed to be rezoned is located along Tomahawk Highway.

5. This property is located along NC 41, which is a connector road between Duplin, Sampson and Bladen Counties.
6. All adjacent property owners within 100' have been notified by mail and the property has been posted.

Zoning Consistency Statement:

Whereas, in accordance with the provisions of North Carolina General Statute 153A-341, the Sampson County Planning Board does hereby find and determine that the recommendation of the ordinance Amendment RZ-2-16-1 is consistent with the goals and objectives of the Sampson County Land Use Plan and other long range planning documents due to the fact this property is located along NC 41, a major means of transportation between Duplin, Sampson and Bladen Counties.

Mrs. Rose informed the Board the requested zoning area had been reduced from 82 acres to 68 acres by the applicant with staff providing a revised site map to the members of the Board for review and consideration.

DECISION. After Board discussion, Ann Naylor moved to recommend approval of this request as presented with the above findings of fact and zoning consistency statement, the motion was seconded by Gary Henry and unanimously recommended for approval by the Board.

Ayes: Unanimous

ZA-2-16-1

A text amendment by planning staff to amend Section 3.3.1.E, Dimensional Requirements in the RA-Residential Agriculture District, of the Sampson County Zoning Ordinance.

Mrs. Rose informed the Board the three text amendments presented to them for consideration and recommendation to the County Board of Commissioners are presented by planning staff in the interest of aligning our front and side residential setbacks with those of Harnett and Wayne Counties. She further explained it was the opinion of staff these amendments would be to the benefit of our citizens without compromising the intent of the ordinance in protecting health, safety and quality of life within Sampson County.

Existing:

E. Dimensional Requirements (See Sections 6 & 7 for uses with conditions and special uses):

Requirements	Public Water And Sewer	Public Water, No Public Sewer	No Public Water No Public Sewer
Minimum Lot Area in Square Feet	10,000 Sq. Ft.	25,000 Sq. Ft.	30,000 Sq. Ft.
Minimum Lot Width in Feet	110 ft.	110 ft.	110 ft.
Minimum Lot Depth in Feet	100 ft.	150 ft.	150 ft.
Minimum Setback Lines In Feet			

Front	50 ft.	50 ft.	50 ft.
Side	15 ft.	15 ft.	15 ft.
Side abutting Street	20 ft.	20 ft.	20 ft.
Rear	25 ft.	25 ft.	25 ft.
Maximum Building Height	40 ft.	40 ft.	40 ft.

Proposed:

E. Dimensional Requirements (See Sections 6 & 7 for uses with conditions and special uses):

Requirements	Public Water And Sewer	Public Water, No Public Sewer	No Public Water No Public Sewer
Minimum Lot Area in Square Feet	10,000 Sq. Ft.	25,000 Sq. Ft.	30,000 Sq. Ft.
Minimum Lot Width in Feet	110 ft.	110 ft.	110 ft.
Minimum Lot Depth in Feet	100 ft.	150 ft.	150 ft.
Minimum Setback Lines In Feet			
Front	50 35 ft.	50 35 ft.	50 35 ft.
Side	45 10 ft.	45 10 ft.	45 10 ft.
Side abutting Street	20 ft.	20 ft.	20 ft.
Rear	25 ft.	25 ft.	25 ft.
Maximum Building Height	40 ft.	40 ft.	40 ft.

After Board discussion, Debra Bass moved to recommend approval of the text amendment language as presented, seconded by Ann Naylor and unanimously recommended for approval by the Board.

Ayes: Unanimous

TA-2-16-2

A text amendment by planning staff to amend Section 3.3.2.E, Dimensional Requirements in the R-Residential District, of the Sampson County Zoning Ordinance.

Existing:

E. Dimensional Requirements (See Sections 6 & 7 for uses with conditions and special uses):

Requirements	Public Water And Sewer	Public Water, No Public Sewer	No Public Water No Public Sewer
Minimum Lot Area in Sq. Ft.	10,000 Sq. Ft.	25,000 Sq. Ft.	30,000 Sq. Ft.

Minimum Lot Width in Feet	110 ft.	110 ft.	110 ft.
Minimum Lot Depth in Feet	100 ft.	100 ft.	200 ft.
Minimum Setback Lines In Feet			
Front	40 ft.	40 ft.	40 ft.
Side	15 ft.	15 ft.	15 ft.
Side abutting Street	20 ft.	20 ft.	20 ft.
Rear	25 ft.	25 ft.	25 ft.
Maximum Building Height	40 ft.	40 ft.	40 ft.

Proposed:

E. Dimensional Requirements (See Sections 6 & 7 for uses with conditions and special uses):

Requirements	Public Water And Sewer	Public Water, No Public Sewer	No Public Water No Public Sewer
Minimum Lot Area in Square Feet	10,000 Sq. Ft.	25,000 Sq. Ft.	30,000 Sq. Ft.
Minimum Lot Width in Feet	110 ft.	110 ft.	110 ft.
Minimum Lot Depth in Feet	100 ft.	150 ft.	150 ft.
Minimum Setback Lines In Feet			
Front	50 35 ft.	50 35 ft.	50 35 ft.
Side	15 10 ft.	15 10 ft.	15 10 ft.
Side abutting Street	20 ft.	20 ft.	20 ft.
Rear	25 ft.	25 ft.	25 ft.
Maximum Building Height	40 ft.	40 ft.	40 ft.

After Board discussion, Sherri Smith moved to recommend approval of the text amendment language as presented, seconded by Steve Parker and unanimously recommended for approval by the Board.

Ayes: Unanimous

TA-2-16-3

A text amendment by planning staff to amend Section 3.3.3.E, Dimensional Requirements in the MRD-Mixed Residential District, of the Sampson County Zoning Ordinance.

Existing:

E. Dimensional Requirements (See Sections 6 & 7 for uses with conditions and special uses):

Requirements	Public Water And Sewer	Public Water, No Public Sewer	No Public Water No Public Sewer
Minimum Lot Area in Sq. Ft.	10,000 Sq. Ft.	25,000 Sq. Ft.	30,000 Sq. Ft.
Minimum Lot Width in Feet	110 ft.	110 ft.	110 ft.
Minimum Lot Depth in Feet	100 ft.	100 ft.	200 ft.
Minimum Setback Lines In Feet Front	50 ft.	50 ft.	50 ft.
Side	15 ft.	15 ft.	15 ft.
Side abutting Street	20 ft.	20 ft.	20 ft.
Rear	25 ft.	25 ft.	25 ft.
Maximum Building Height	40 ft.	40 ft.	40 ft.

Proposed:

E. Dimensional Requirements (See Sections 6 & 7 for uses with conditions and special uses):

Requirements	Public Water And Sewer	Public Water, No Public Sewer	No Public Water No Public Sewer
Minimum Lot Area in Square Feet	10,000 Sq. Ft.	25,000 Sq. Ft.	30,000 Sq. Ft.
Minimum Lot Width in Feet	110 ft.	110 ft.	110 ft.
Minimum Lot Depth in Feet	100 ft.	150 ft.	150 ft.
Minimum Setback Lines In Feet Front	50 35 ft.	50 35 ft.	50 35 ft.
Side	15 10 ft.	15 10 ft.	15 10 ft.
Side abutting Street	20 ft.	20 ft.	20 ft.
Rear	25 ft.	25 ft.	25 ft.
Maximum Building Height	40 ft.	40 ft.	40 ft.

After Board discussion, Debra Bass moved to recommend approval of the text amendment language as presented, seconded by Gary Henry and unanimously recommended for approval by the Board.

Ayes: Unanimous

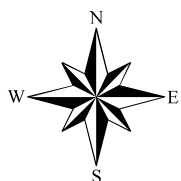
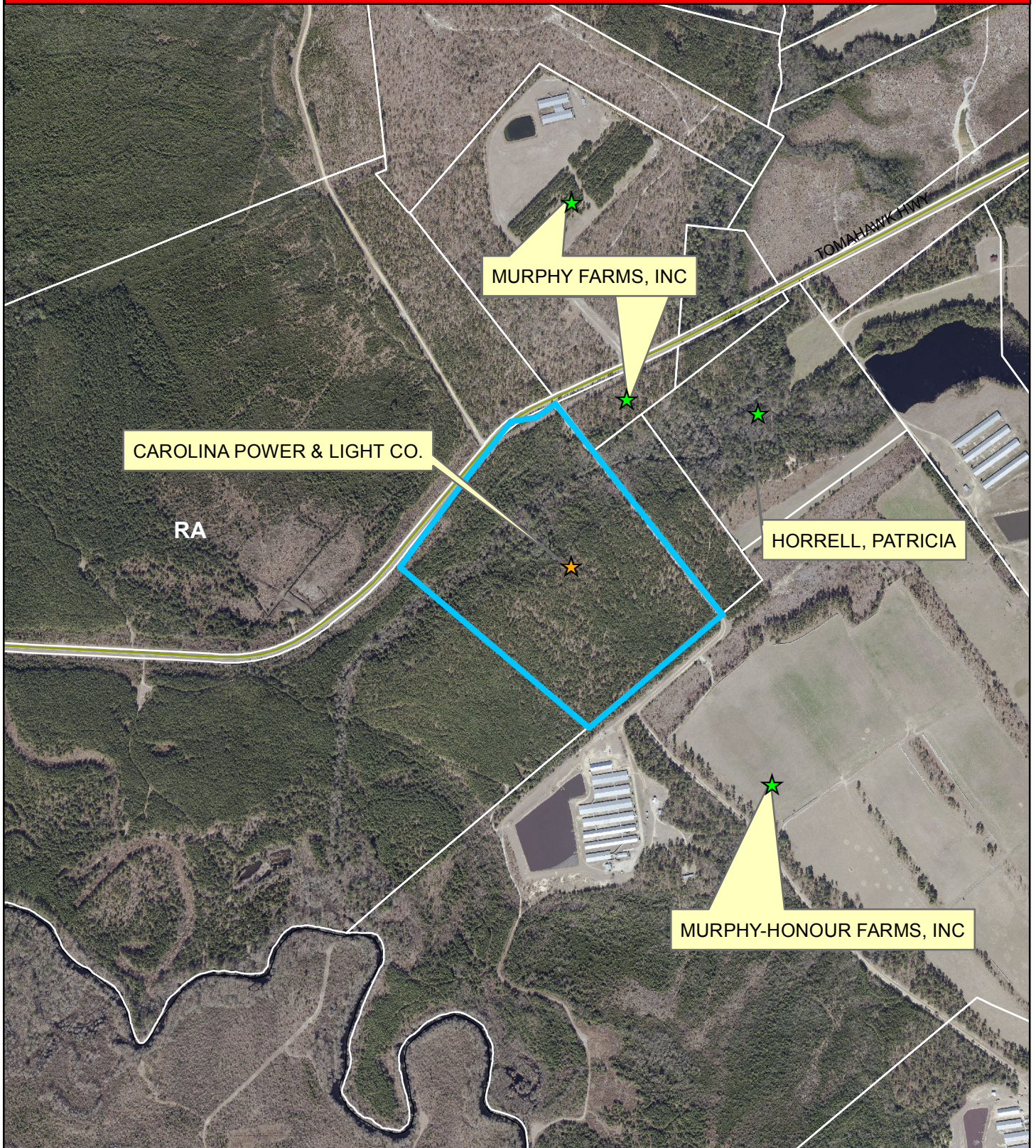
Mrs. Rose held a brief discussion concerning providing the Board with additional quasi-judicial training during an upcoming Planning Board meeting. Mrs. Rose also informed the Board of the need to pursue updates to both the Sampson County Land Use Plan and Sampson County Zoning Ordinance, with more information, discussion, and public meetings in the upcoming year.

There being no further business, Gary Mac Herring moved to adjourn, seconded by Sherri Smith and the meeting was adjourned at 7:40 p.m.

Chairman

Secretary

RZ-2-16-1 Tomahawk Highway RA-Residential Agriculture to I-Industrial



1 inch = 1,000 feet

	Proposed Property
	Property Owners Within 100'

Contract to Audit Accounts (cont.) _____
Governmental Unit

_____ Discretely Presented Component Units (DPCU) if applicable

Audit Firm Signature:

Name of Audit Firm

By _____
Authorized Audit firm representative name: Type or print

Signature of authorized audit firm representative

Signature Date _____

Email Address of Audit Firm

By _____
Chair of Audit Committee - Type or print name

**Signature of Audit Committee Chairperson

Signature Date _____

** *If Governmental Unit has no audit committee, mark this section "N/A"*

Governmental Unit Signatures:

Name of Primary Government

By _____
Mayor / Chairperson: Type or print name and title

Signature of Mayor/Chairperson of governing board

Signature Date _____

**Date Primary Government Governing Body Approved
Amended Audit Contract - G.S. 159-34(a)**

Pre-Audit Certificate to be completed if the Primary Government audit fee is changed in the Amended Contract:

PRE-AUDIT CERTIFICATE: Required by G.S. 159-28 (a)

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

By _____

Primary Governmental Unit Finance Officer:

Type or print name

Primary Government Finance Officer Signature

Date _____

*(Pre-audit Certificate **must be dated.**)*

Email Address of Finance Officer

Contract to Audit Accounts (cont.) _____
Governmental Unit

Discretely Presented Component Units (DPCU) if applicable

**** This page to be completed by Discretely Presented Component Unit named in this Audit contract****

DPCU Governmental Unit Signatures:

Name of Discretely Presented Government

By _____
DPCU Board Chairperson: Type or print name and title

Signature of Chairperson of DPCU governing board

Signature Date _____

By _____
Chair of Audit Committee - Type or print name

Signature of Audit Committee Chairperson **

Signature Date _____

*** If Discretely Presented Government Unit has no audit committee, mark this section "N/A"*

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

Pre-Audit Certificate to be completed if the DPCU audit fee is changed in the Amended Contract:

PRE-AUDIT CERTIFICATE: Required by G.S. 159-28 (a)

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

By _____
DPCU Finance Officer:
Type or print name

DPCU Finance Officer Signature

Date _____
(Pre-audit Certificate must be dated.)

Email Address of Finance Officer

Steps to Completing the Amended Audit Contract

1. **Complete all parts of the Header Information** – Include the audit firm name, Unit name, Discretely Presented Component Unit (DPCU) name if applicable (indicate N/A if not applicable), original contract date, fiscal year end date, and original audit report due date.
2. **Explanation for Amending Audit contract** - Previously we required a separate letter of explanation to accompany amended audit contracts. The explanation is now to be included in the body of the amended audit contract detailing the reason for the extension of time request and the steps the unit and auditor will take to prevent a recurrence of lateness with subsequent year’s audits.
3. **Signature Area** – The same people that signed the original audit contract must also sign the amended audit contract. If there has been a change in staff of the person(s) who signed the original audit contract, indicate this in the explanation area of the amended contract. Make sure all applicable signatures are evident and properly dated. NOTE - If the original audit contract named and included auditing a DPCU that is a *Public Authority under the Local Government Budget and Fiscal Control Act*, the Board chairperson (and finance officer if there is a fee change) of the DPCU **must also sign** the amended audit contract in the areas indicated on Page 3.
4. **Governing Board Approval** - Amended audit contracts must ALSO be approved by the Unit’s governing board pursuant to G.S. 159-34(a). Indicate this new date on the amended contract under the signatures on Page 2. This includes the date the DPCU governing board approved the amended audit contract (if applicable) on page 3.
5. **Pre-Audit Certificate** is to be completed by the finance officers if there is a change in fee. This should be noted in the explanation.
6. **Reminders:**
 - a. Provide correct email addresses for the audit firm and Unit finance officer as these will be used to communicate official approval of the audit contract.
 - b. Has the name and title of the Mayor or Chairperson of the Unit’s Governing Board and the DPCU’s Chairperson (if applicable) been typed or legibly printed on the contract and has he/she signed in the correct area directly under the Auditor’s signature?
7. **Sending amended audit contract** - After all the signatures have been obtained and the amended audit contract and is complete, please convert the signed contract into PDF form and submit it for LGC approval. Send the amended audit contract using the most current audit contract submission process. The current process will be found at the NC Treasurer’s web site at the following link – <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>.

CONTRACT TO AUDIT ACCOUNTS

Of _____
Primary Governmental Unit

Discretely Presented Component Unit (DPCU) if applicable

On this _____ day of _____, _____,

Auditor: _____ Auditor Mailing Address: _____

_____ Hereinafter referred to as The Auditor

and _____ (Governing Board(s)) of _____
(Primary Government)

and _____ : hereinafter referred to as the Governmental Unit(s), agree as follows:
(Discretely Presented Component Unit)

1. The Auditor shall audit all statements and disclosures required by generally accepted accounting principles (GAAP) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit (s) for the period beginning _____, _____, and ending _____, _____. The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion will be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).
2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with generally accepted auditing standards. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB Circular A-133 Audits of States, Local Governments, and Non-Profit Organizations and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated workpapers may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit and/or workpapers are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC CPA Board).

County and Multi-County Health Departments: The Office of State Auditor will designate certain programs that have eligibility requirements to be considered major programs in accordance with OMB Circular A-133 for the State of North Carolina. The LGC will notify the auditor and the County and Multi-Health Department of these programs. A County or a Multi-County Health Department may be selected to audit any of these programs as major.
3. If an entity is determined to be a component of another government as defined by the group audit standards - the entity's auditor will make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unqualified opinion being rendered. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2011 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he has met the requirements for a peer review and continuing education as specified in *Government*

Contract to Audit Accounts (cont.)

Governmental Unit

Discretely Presented Component Units (DPCU) if applicable

Auditing Standards. The Auditor agrees to provide a copy of their most recent peer review report regardless of the date of the prior peer review report to the Governmental Unit and the Secretary of the LGC prior to the execution of the audit contract (See Item 22). **If the audit firm received a peer review rating other than pass**, the Auditor shall not contract with the Governmental Unit without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to Government Accounting Standards or if financial statements are not prepared in accordance with GAAP and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment..

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to the State and Local Government Finance Division (SLGFD) within four months of fiscal year end. Audit report is due on: _____, _____. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay must be submitted to the secretary of the LGC for approval.
7. It is agreed that generally accepted auditing standards include a review of the Governmental Unit's systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor will make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his findings, together with his recommendations for improvement. That written report must include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. **Invoices for services rendered under these contracts shall not be paid by the Governmental Unit until the invoice has been approved by the Secretary of the LGC.** (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work must be submitted by email in PDF format to the Secretary of the LGC for approval. The invoices must be sent via upload through the current portal address: <http://nctreasurer.slgfd.leapfile.net> Subject line should read "Invoice – [Unit Name]. The PDF invoice marked 'approved' with approval date will be returned by email to the Auditor to present to the Governmental Unit for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
9. In consideration of the satisfactory performance of the provisions of this contract, the Primary Governmental Unit shall pay to the Auditor, upon approval by the Secretary of the LGC, the fee, which includes any cost the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (Federal and State grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. (Note: **Fees listed on signature pages.**)
10. If the Governmental Unit has outstanding revenue bonds, the Auditor shall include documentation either in the notes to the audited financial statements or as a separate report submitted to the SLGFD along with the audit report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor should be aware that any other bond compliance statements or additional reports required in the authorizing bond documents need to be submitted to the SLGFD simultaneously with the Governmental Unit's audited financial statements unless otherwise specified in the bond documents.

Contract to Audit Accounts (cont.)

Governmental Unit

Discretely Presented Component Units (DPCU) if applicable

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

If the OSA designates certain programs to be audited as major programs, as discussed in item #2, agreed-upon procedures report, a turnaround document and a representation letter addressed to the OSA shall be submitted to the LGC.

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

14. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be varied or changed to include the increased time and/or compensation as may be agreed upon by the Governing Board and the Auditor
15. If an approved contract needs to be varied or changed for any reason, the change must be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee. This amended contract needs to be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract, and then must be submitted through the audit contract portal to the Secretary of the LGC for approval. The portal address to upload your amended contract is <http://nctreasurer.slgfd.leapfile.net>. No change shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.
16. Whenever the Auditor uses an engagement letter with the Governmental Unit, Item #17 is to be completed by referencing the engagement letter and attaching a copy of the engagement letter to the contract to incorporate the engagement letter into the contract. In case of conflict between the terms of the engagement letter and the terms of

Contract to Audit Accounts (cont.)

Governmental Unit

Discretely Presented Component Units (DPCU) if applicable

this contract, the terms of this contract will control. Engagement letter terms are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item #22 of this contract. Engagement letters containing indemnification clauses will not be approved by the LGC.

17. Special provisions should be limited. Please list any special provisions in an attachment.
18. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU must be named along with the parent government on this audit contract. Signatures from the DPCU Board chairman and finance officer also must be included on this contract.
19. The contract must be executed, pre-audited, physically signed by all parties including Governmental Unit and Auditor signatures and submitted in PDF format to the Secretary of the LGC. The current portal address to upload your contractual documents is <http://nctreasurer.slgfd.leapfile.net> Electronic signatures are not accepted at this time. Included with this contract are instructions to submit contracts and invoices for approval as of October 2015. These instructions are subject to change. Please check the NC Treasurer's web site at www.nctreasurer.com for the most recent instructions.
20. The contract is not valid until it is approved by the LGC Secretary. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. **The audit should not be started before the contract is approved.**
21. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.
22. **E-Verify.** Auditor **shall comply** with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor **shall require** such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.
23. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted: (See Item 16 for clarification).

SIGNATURE PAGES FOLLOW

Contract to Audit Accounts (cont.) _____
Governmental Unit

Discretely Presented Component Units (DPCU) if applicable

_____ - FEES

Year-end bookkeeping assistance – [For audits subject to Government Auditing Standards, this is limited to bookkeeping services permitted by revised Independence Standards] _____

Audit _____

Preparation of the annual financial Statements _____

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

The 75% cap for interim invoice approval for this audit contract is \$ _____
** NA if there is to be no interim billing

Communication regarding audit contract requests for modification or official approvals will be sent to the email addresses provided in the spaces below.

Audit Firm Signature:

Name of Audit Firm

By _____

Authorized Audit firm representative name: Type or print

Signature of authorized audit firm representative

Date _____

Email Address of Audit Firm

Governmental Unit Signatures:

Name of Primary Government

By _____

Mayor / Chairperson: Type or print name and title

Signature of Mayor/Chairperson of governing board

Date _____

By _____

Chair of Audit Committee - Type or print name

_____ **

Signature of Audit Committee Chairperson

Date _____

** If Governmental Unit has no audit committee, mark this section "N/A"

PRE-AUDIT CERTIFICATE: Required by G.S. 159-28

(a)

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

By _____

Primary Governmental Unit Finance Officer:

Type or print name

Primary Government Finance Officer Signature

Date _____

(Pre-audit Certificate must be dated.)

Email Address of Finance Officer

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

Contract to Audit Accounts (cont.) _____
Governmental Unit

Discretely Presented Component Units (DPCU) if applicable

**** This page to only be completed by Discretely Presented Component Units ****

FEES

Year-end bookkeeping assistance – [For audits subject to Government Auditing Standards, this is limited to bookkeeping services permitted by revised Independence Standards] _____

Audit _____

Preparation of the annual financial Statements _____

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

The 75% cap for interim invoice approval for this audit contract is \$ _____

**** NA if there is to be no interim billing**

Communication regarding audit contract requests for modification or official approvals will be sent to the email addresses provided in the spaces below.

DPCU Governmental Unit Signatures:

Name of Discretely Presented Component Unit

By _____

DPCU Board Chairperson: Type or print name and title

Signature of Chairperson of DPCU governing board

Date _____

By _____

Chair of Audit Committee - Type or print name

**

Signature of Audit Committee Chairperson

Date _____

**** If Governmental Unit has no audit committee, mark this section "N/A"**

PRE-AUDIT CERTIFICATE: Required by G.S. 159-28

(a)

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

By _____

DPCU Finance Officer:

Type or print name

DPCU Finance Officer Signature

Date _____

(Pre-audit Certificate must be dated.)

Email Address of Finance Officer

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

Steps to Completing the Audit Contract

1. Complete the Header Information – **NEW: If a DPCU is subject to the audit requirements as detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not issued for the DPCU and is to be included in the Primary Government’s audit, the DPCU must be named with the parent government on this Audit contract. The Board chairman of the DPCU also must sign the Audit contract.**
2. Item No. 1 – Complete the period covered by the audit
3. Item No. 6 – Fill in the audit due date. For Governmental Unit (s), the contract due date can be no later than 4 months after the end of the fiscal year, even though amended contracts may not be required until a later date.
4. Item No. 8 – If the process for invoice approval instructions changed, the Auditor should make sure he and his administrative staff are familiar with the current process. Instructions for each process can be found at the following link. <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>
5. Item No. 9 – **NEW: Please note that the fee section has been moved to the signature pages, Pages 5 & 6.**
6. Item No. 16 – If there is a reference to an engagement letter or other document (ex: Addendum), has the engagement letter or other document been acknowledged by the Governmental Unit and attached to the contract submitted to the SLGFD?
 - a. Do the terms and fees specified in the engagement letter agree with the Audit contract? *“In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract will control.”*
 - b. Does the engagement letter contain an indemnification clause? **The audit contract will not be approved if there is an indemnification clause – refer to LGC Memo # 986.**
7. Complete the fee section for BOTH the Primary Government and the DPCU (if applicable) on the signature pages, please note:
 - The cap on interim payments is 75% of the current audit fee for services rendered if the contracted fee amount is a fixed amount. If any part of the fee is variable, interim payments are limited to 75% of the prior year’s total audit fee. If the contract fee is partially variable, we will compare the authorized interim payment on the contract to 75% of last year’s actual approved total audit fee amount according to our records. There is a report of audit fees paid by each governmental unit on our web site: <https://www.nctreasurer.com/slg/Pages/Non-Audit-Services-and-Audit-Fees.aspx> - Auditors and Audit Fees.
Please call or email Steven Holmberg of our office at 919-807-2394 steven.holmberg@nctreasurer.com if you have any questions about the fees on this list.
 - For variable fees for services, are the hourly rates or other rates clearly stated in detail? If issued separately in an addendum, has the separate page been acknowledged in writing by the Governmental Unit?

Contract to Audit Accounts (cont.)

Governmental Unit

Discretely Presented Component Units (DPCU) if applicable

- For fees for services that are a combination of fixed and variable fees, are the services to be provided for the fixed portion of the fee clearly stated? Are the hourly rates or other rates clearly stated for the variable portion of the fee? (Note: See previous bullet point regarding variable fees.)
 - If there is to be no interim billing, please indicate N/A instead of leaving the line blank.
8. Signature Area – There are now 2 Signature Pages: one for the Primary Government and one for the DPCU. Send the page(s) that are applicable to your Unit of Government. Make sure all signatures have been obtained, and properly dated. **The contract must be approved by Governing Boards pursuant to G.S. 159-34(a). NEW - If this contract includes auditing a DPCU that is a Public Authority under the Local Government Budget and Fiscal Control Act it must be named in this Audit contract and the Board chairperson of the DPCU must also sign the Audit contract in the area indicated. If the DPCU has a separate Audit, a separate Audit contract is required for the DPCU.**
9. Please place the date the Unit’s Governing Board and the DPCU’s governing Board (if applicable) approved the audit contract in the space provided.
- a. Please make sure that you provide email addresses for the audit firm and finance officer as these will be used to communicate official approval of the contract.
 - b. Has the pre-audit certificate for the Primary Government (and the DPCU if applicable) been signed and dated by the appropriate party?
 - c. Has the name and title of the Mayor or Chairperson of the Unit’s Governing Board and the DPCU’s Chairperson (if applicable) been typed or printed on the contract and has he/she signed in the correct area directly under the Auditor’s signature?
10. If the Auditor is performing an audit under the yellow book or single audit rules, has year-end bookkeeping assistance been limited to those areas permitted under the revised GAO Independence Standards? Although not required, we encourage Governmental Units and Auditors to disclose the nature of these services in the contract or an engagement letter. Fees for these services should be shown in the space indicated on the applicable signature page(s) of the contract.
11. Has the most recently issued peer review report for the audit firm been included with the contract? This is required if the audit firm has received a new peer review report that has not yet been forwarded to us. The audit firm is only required to send the most current Peer Review report to us once – not multiple times.
12. After all the signatures have been obtained and the contract is complete, please convert the contract and all other supporting documentation to be submitted for approval into a PDF file. Peer Review Reports should be submitted in a separate PDF file. These documents should be submitted using the most current submission process which can be obtained at the NC Treasurer’s web site – <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>.
13. NEW: If an audit is unable to be completed by the due date, an Amended Contract should be completed and signed by the unit and auditor, using the new “Amended LGC-205” form (Rev. 2015). The written explanation for the delay is now included on the contract itself to complete, and must be signed by the original parties to the contract.

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 3 (b)

Meeting Date: March 7, 2016	<input type="checkbox"/> Information Only <input type="checkbox"/> Report/Presentation <input checked="" type="checkbox"/> Action Item <input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Public Comment <input type="checkbox"/> Closed Session <input type="checkbox"/> Planning/Zoning <input type="checkbox"/> Water District Issue
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SUBJECT: Consideration of CVB Request to Increase Room Occupancy Tax

DEPARTMENT: Convention and Visitors Bureau

PUBLIC HEARING: No

CONTACT PERSON: Sheila Barefoot, CVB Executive Director

PURPOSE: To consider recommendation of CVB to increase the room occupancy tax from 3% to 6%

ATTACHMENTS: Memo; Resolution

BACKGROUND: At your recent planning session, CVB Executive Director Sheila Barefoot reported on the economic impact of tourism dollars in Sampson County and the anticipation that the Convention and Visitors Bureau would be requesting an increase in the room occupancy tax (ROT) to generate additional revenues for the promotion of tourism in the County. At their February 23, 2016 meeting, the CVB Board voted unanimously to recommend the increase in the ROT from 3% to 6% - an action supported by the county’s lodging providers.

If the Board of Commissioners approves the increase, such increase must receive legislative approval (as the original enabling legislation authorized a levy of only up to 3%). To complete the approval process, the Board would request that a member of its legislative delegation introduce a local bill authorizing the levy of the additional 3% room occupancy tax, for a total tax up to 6%. The deadline for submission of such local bill is on or before 4:00 p.m. on May 3, 2016.

PRIOR BOARD ACTION: Original levy of 3% approved by the General Assembly and by BOC resolution in 2008

RECOMMENDED ACTION OR MOTION: Adopt the enclosed resolution requesting that the legislative delegation submit a local bill authorizing the Board of Commissioners to levy an additional room occupancy tax of up to three percent (3%), for a total room occupancy tax rate of up to six percent (6%), with no change to the current distribution and use of such funds.



DATE: February 23, 2016

TO: Sampson County Board of Commissioners
VIA: Ed Causey, County Manager

FROM: Sheila Barefoot, Director

SUBJECT: Increasing ROT (Room Occupancy Tax Rate)

At the Sampson County Convention & Visitor Bureau Board meeting held January 26, 2016, the board discussed the need to increase the room occupancy tax (ROT) rate from 3% to 6%. The board instructed me to contact all lodging providers prior to the next board meeting scheduled for February 23, 2016 to discuss and obtain their input regarding a potential increase in the ROT for Sampson County.

As directed, I made appointments to visit with each Sampson County lodging provider. Having only being on the job for a short time, CVB Board Chairman, Ray Jordan accompanied me on several of these visits for the purpose of introducing me to several of our key lodging providers. As a result of these visits and subsequent conversations, personal contact was made with the nine of the ten lodging providers that are currently open to the traveling public. Of the ten, there was only one establishment, (Budget Motel) whereby the principal owner was unavailable and is currently out-of-country. After discussions with the lodging providers, I received each lodging provider's approval for the CVB to pursue an increase in the ROT from 3% to 6%.

In the CVB Board meeting held February 23, 2016, I reported my actions and findings to the board. As a result, Mr. Jordan asked the wishes of the board. Ms. Deborah Hall moved that the CVB Board increase the room occupancy tax (ROT) from 3% to 6% and that this request be forwarded to the Sampson County Board of Commissioners for consideration and approval. The motion was seconded by Mr. David King. Several board members provided comments regarding the increase and potential benefits for marketing Sampson County. There were also some discussion regarding providing the BOC with potential uses of funds generated by an increase in the ROT. With a vote by show of hands, the motion was unanimously (8-0) approved.

As stated above, I have received unanimous support from the lodging providers regarding the proposed increase in the ROT as well as approval by the CVB Board, and am presenting this request to you and the BOC for consideration for approval.

Additional Information regarding ROT:

The ROT is the tax rate collected by lodging establishments within a community that allows a Destination Marketing Organization (CVB) to market its community to visitors, both business and leisure travelers. **This is not a tax on local tax payers or Sampson County's property owners.**

Revenues from ROT collections have increased in six of the seven years since the formation of the Sampson County CVB. The average ROT collections over the past five fiscal years (FY's 2010-11 to 2014-15) has been \$65,205.

One of the board's main goals and objectives is to increase the ROT rate. In past years, revenues from the collection of the ROT have been used for personnel, marketing grants, office rent/supplies and marketing, advertising and promoting Sampson County.

Benefits of an increase in the ROT include the ability to increase and enhance the promotion and marketing of Sampson County, its assets, and its current 345 Industry Partners, that include our lodging providers, area restaurants, retail businesses, gas stations, etc..

Given the average revenues generated over the past five years and subtracting personnel costs, office space rental, telephone and other day-to-day operational costs, and using the total personnel costs from FY 2014-15 the amount that could be dedicated to marketing and other projects was approximately \$17,498.

I would like to also let you know that the CVB Board has taken action to increase funds that can be used for marketing and other projects. In FY 2014-15, the Board realized its need to improve its financial ability to market Sampson County and to continue to grow the CVB. The CVB Board for FY 2015-2016 evaluated its total personnel costs. In the end, the CVB Board approved to reduce the compensation costs for personnel by eliminating all benefits including 401-K and insurance. These steps created a savings of \$9,724.56 that could then be reallocated to advertising/marketing and other project efforts.

ROT percentages in surrounding counties are as follows: (Wayne and Johnston - 5%); (Cumberland, Duplin, Harnett and Pender - 6%); and Bladen County does not currently have a room occupancy tax.

Per legislation creating the Sampson County CVB up to 2/3's can be used for marketing purposes and up to 1/3 can be used for capital projects that provide benefit to the traveling public.

It is anticipated based upon the five year average that an increase in the ROT will generate approximately \$65,000 in additional revenues. This will provide approximately \$42,900 for additional marketing efforts and approximately \$22,100 that could potentially be used for capital projects that provide benefit to the traveling public.

As you are most likely aware, an increase in the ROT must be approved by the North Carolina General Assembly. I have researched the process and deadlines necessary for this request to be approved, should the CVB's request be approved by the Sampson County Board of Commissioners. According to representatives from the NC General Assembly and the Destination Marketing Association of North Carolina (DMANC) this request must be presented to as a request by the BOC and subsequently filed by a member of Sampson County's legislative delegation. The deadline to have this request included in the upcoming session is on or before 4:00 pm, May 3, 2016.

The legislative delegation from Sampson County includes: Representative Larry Bell (My research provided that Mr. Bell introduced the original request on behalf of Sampson County); Representative William Brission; and Senator Brent Jackson. The DMANC has recommended that once the CVB has received the support of the lodging providers and the CVB Board, that I reach out to these representatives to provide them with information and details regarding the proposed changes to the

original legislation. As of today, I have not reached out to our representatives as I would like to obtain your feedback before proceeding. I will gladly make appointments with our representatives to provide them with background information and answer any questions they may have. I wanted to provide this directly to you and the BOC prior to meeting with legislators.

Timing is very important in this request. I would like to request that this information be provided to the BOC and that if possible that this request be placed on the March 7, 2016, BOC agenda to request their approval and support to increase the ROT in Sampson County from 3% to 6%, and assist as needed in securing approval at the state level.

I am available to provide you with any additional information that you may need. Please contact me at your convenience.

Respectfully,

Sheila Barefoot

**BOARD OF COMMISSIONERS OF SAMPSON COUNTY
RESOLUTION REQUESTING LEGISLATION AUTHORIZING SAMPSON COUNTY
TO LEVY AN ADDITIONAL 3% ROOM OCCUPANCY TAX FOR A TOTAL OF 6%**

Whereas, on June 7, 2007, the General Assembly ratified Session Law 2007-63 which authorized the Sampson County Board of Commissioners to levy a room occupancy tax of up to three percent (3%) with the proceeds to be used to develop tourism; and

Whereas, the Board of Commissioners, on May 12, 2008, after duly advertised public notice and a public hearing, as required by G.S. § 153A-155, adopted a resolution levying a room occupancy tax of three percent (3%) of the gross receipts derived from the rental of any room, lodging, or accommodation furnished by a hotel, motel, inn, tourist camp, or similar place within Sampson County that is subject to sales tax imposed by the State under G.S. §105-164.4(a)(3), such tax becoming effective July 1, 2008; and

Whereas, this room occupancy tax is levied, collected, administered and appropriated pursuant to and consistently with the authority contained in Session Law 2007-63 and G.S. §153A-155 and is remitted quarterly to the Sampson County Tourism Development Authority, an entity established by resolution of the Sampson County Board of Commissioners on May 12, 2008; and

Whereas, the Sampson County Tourism Development Authority, at a meeting held on February 23, 2016, did vote unanimously to request that the North Carolina General Assembly enact legislation authorizing the Sampson County Board of Commissioners to levy an additional room occupancy tax of up to three percent (3%) for a total room occupancy tax of up to six percent (6%) and that such request be forwarded to the Board of Commissioners for consideration; and

Whereas, the Sampson County Tourism Development Authority has determined that the requested increase in occupancy tax is comparable to the rates levied in surrounding counties and is supported by the lodging providers in the county and will increase and enhance the marketing and promotion of Sampson County; and

Whereas, the Sampson County Board of Commissioners finds that the continued and enhanced development of tourism will have a positive impact on the County's economy.

Be it hereby resolved that the Sampson County Board of Commissioners requests that its legislative delegation submit a local bill authorizing the Sampson County Board of Commissioners to levy an additional room occupancy tax of up to three percent (3%), for a total room occupancy tax rate of up to six percent (6%), with no change to the current distribution and use of such funds.

This the 7th day of March, 2016.

Attest:

Susan J. Holder, Clerk to the Board

Sampson County Board of Commissioners
By:

Billy C. Lockamy, Chairman

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 3 (c)

Meeting Date: March 7, 2016

<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: Budget Reduction Proposal

DEPARTMENT: Agri Exposition Center

PUBLIC HEARING: No

CONTACT PERSON: Edwin W. Causey, County Manager
 Ray Jordan, Exposition Center Director

PURPOSE: To consider approval of a budget reduction proposal

ATTACHMENTS: Excel Spreadsheet; Budget Reduction Proposal from Agri Exposition Center
 (EXP 002)

BACKGROUND: In our continuing budget reduction process, the County Manager will review a
 budget reduction proposal from the Agri Exposition Center. Expo Director Ray
 Jordan will be in attendance to discuss the proposal or answer questions as the
 Board desires.

RECOMMENDED
ACTION OR
MOTION: Approve the budget reduction proposal as presented by staff

COUNTY OF SAMPSON

DEPARTMENTAL COST REDUCTION PROPOSAL

Department: Sampson County Exposition Center

Proposal Name: HVAC – Energy Reduction Proposal Number: EXP 002

Executive Summary:

Please see attached memo.

Budget Impact: show implementation years and anticipated savings each year in excel format

FY 2016-2017 \$0 Savings
FY 2017-2018 (Second year of implementation) \$151
FY 2018-2019 (Third year) \$12,500
FY 2019-2020 (Fourth year) \$12,500

A total of \$12,500 to be realized in budget reductions for FY 2018-19

Anticipated Staffing Impact:

None

Anticipated Impact to Other Departments/Agencies:

None

Anticipated Impact to Citizens/Customer Service:

1. Does this enhance customer service/provide an efficiency or add value to a service?
Yes-Please see memo.

2. Will this have any negative impact on convenience to citizens?
None anticipated.

Anticipated Technology Impact:

1. Will the proposal necessitate any technology improvements/changes?
Yes. Please see attached memo

SAMPSON COUNTY
AGRI-EXPOSITION
C E N T E R

DATE: 2 February 2016

TO: Ed Causey, County Manager, County of Sampson
David Clack, CFO, County of Sampson

FROM: Ray Jordan, Executive Director

SUBJECT: Proposed Permanent Budget Reductions (HVAC/Utilities)

In a continued effort to meet the Sampson County Board of Commissioners objectives of reducing both current and future operating costs of all county departments, my staff and I have worked diligently to analyze and evaluate possible areas that could help achieve this goal. Over the past six months, I have worked with Siemens Industry, Inc. to evaluate possible solutions for reducing the amount of electricity used by the facility's HVAC systems.

In this evaluation, it has been determined that with minor modifications to the facility's existing HVAC mechanical and control systems a significant reduction in electricity costs can be realized. These savings will be ongoing. In addition, there are other added benefits that will be realized that will create more efficiencies within the building.

Creating these reductions can be accomplished by changing three electrical motors from fixed speed drives to Variable Frequency Drives (VFD's) and adding CO₂ sensors within Prestage Hall. Due to a change in building codes the facility can go from a "fixed" amount of outside air intake to a "variable" intake system that will allow several things to occur. It will allow the use of "free" air during periods of the year whereby the system would bring in "cool air" from the outside which would be used for cooling purposes, thereby reducing the load or in some cases eliminating the need for the HVAC 100 ton chiller to operate.

Conversely, during warmer periods when the facility is being used at various "load rates" (the number of people inside the building) the "outside" air intake can be reduced. This creates a situation where the system does not have to "cool" or chill outside air coming into the facility.

An example to describe this effect can be compared to the "Recycle" feature on most automobiles and trucks. As you are aware, when it is hot outside you can simply select the "recycle" switch and the air becomes "colder" quicker. What the system is actually doing is only cooling air that is already inside the vehicle. The current HVAC system as installed is set to constantly draw in 25% outside air. So, on any day where the outside air temperature is above 55 degrees...the system is drawing in air that must be "chilled" to lower it so that the system can actually cool the room. If that 25% air being brought into the building is 95 degrees it must be "chilled" to 55 degrees...causing the system to have to "work or run" harder to drop that percentage of air temperature by 40 degrees. Outside air and cooling is also affected by the humidity in the air. The system would automatically read the outside air humidity and compensate for the level keeping the room from becoming damp and humid. When the room becomes damp and humid the HVAC has to run even harder to "wring" the water out of the air being brought in to the building.

Added benefits include being able to control the system in a manner that will significantly reduce the level of "air handler" noise creating an environment that will allow guests attending events to better hear

and understand individuals as they speak and communicate within the room. Air handler noise has always been an issue within the space and this bonus benefit will certainly aid in creating a more conducive atmosphere for citizens attending all types of events.

Will this work and reduce operating costs...YES! During the process of analyzing opportunities for reducing power consumption building specialists and engineers from Siemens made multiple trips to the facility to evaluate current equipment and conditions. They used these findings along with building design documents and building floor plans in their evaluation process. To provide real-time data, Exposition Center staff assisted in this process by providing a twelve month history of electrical rates and consumption and assembled information on the use of the facility over a twelve month period to enable Siemens to have accurate data that could be used in calculating and projecting future energy consumption and potential savings based upon "real-world" experience. It was stressed to Siemens that it was **critical** not to over-estimate or inflate in any manner any projected savings during this process...it was stated "if anything under estimate potential savings."

Cost: In order to achieve an ongoing reduction in power consumption, thereby creating the projected savings a one-time expenditure of \$29,950 is required for equipment and installation. (Current pricing is valid to July 15, 2016) During this process, I discovered that this upgrade in energy efficiency qualifies for rebate incentives from Duke Energy. This utility incentive is \$5,101. By factoring the utility incentive into the total project cost the actual county expenditure for the project would be reduced to \$24,849.

Budget Reduction/Savings: This will provide a Savings Pay Back (SPB) period of 1.9 years, which will be achieved and capitalized during FY 2016-17 and 2017-18; however a slight savings of \$151 will be realized in 2107-18.

FY 2016-2017 \$0 Savings

FY 2017-2018 (Second year of implementation) \$151

FY 2018-2019 (Third year) \$12,500

FY 2019-2020 (Fourth year) \$12,500

Please note that these savings numbers are being calculated extremely conservative. There is opportunity for increased savings due to various factors not used in the calculations above including potential savings as a result of the recent change from traditional lighting to LED lighting as well as other environmental factors.

I am certainly available and would be glad to provide you with any additional information that you made require or need. I have also attached a copy of the proposal from Siemens Industry, Inc. for this project.

		ANTICIPATED COST SAVINGS			
Department Proposal Number	Proposal Description	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20
November-15					
ADM 001	Eliminate Dues; Special Com. Funding	\$ 1,175.00			
AGE/REC 001	Shared Receptionist	\$ 12,242.00			
ELC 001	Utilization of Co. EE as Election Clerks	\$ 7,452.00			
EMS 001	Building Cleaning	\$ 9,000.00			
EMS 002	Eliminate SFD Aerial Plat. Supplement	\$ 3,600.00			
EMS 003	Office Efficiencies	\$ 898.24			
EMS 004	Discontinue TFD Fire Medic	\$ 5,280.00			
EMS 005	Cease PV EMS/Lease Space from PFD	\$ 16,339.00			
EMS 006	Eliminate Fax Maint. Contracts	\$ 3,625.00			
EMS 007	Eliminate Hepatitis B shot	\$ 2,300.00			
FIN 001	Workers Compensation Premiums	\$ 105,000.00			
FIN 002	Copier Lease/Cost Per Copy	\$ 30,201.00	\$ 16,402.87	\$ 15,392.29	\$ 6,069.91
LIB 001	Staff Reorganizations/Prog Adjustments	\$ 50,107.18	\$ 31,531.97		
November Totals:		\$ 247,219.42	\$ 47,934.84	\$ 15,392.29	\$ 6,069.91

		ANTICIPATED COST SAVINGS			
Department Proposal Number	Proposal Description	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20
December-15					
EMS 008	Discontinue Clement Rescue RT Supplement	\$ 6,000.00			
EMS 009	Alternative Proposal Clinton-Sampson Rescue <i>* BOC voted \$3,600 to remain</i>	\$ 29,928.00			
AGE 002	Medicaid Contract		\$ 465,249.00		
December Totals		\$ 35,928.00	\$ 465,249.00	\$ -	\$ -

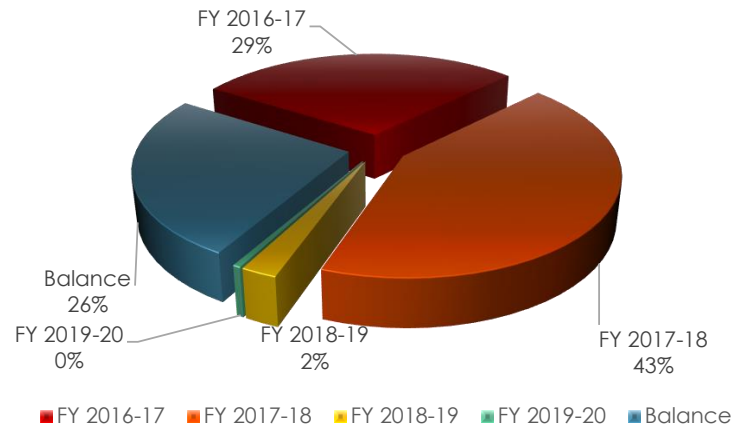
		ANTICIPATED COST SAVINGS			
Department Proposal Number	Proposal Description	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20
January-16					
EXP 001	Shared Cost of Postage Meter Lease	\$ 720.00			
PWK 001	Transfer Employee Costs to Public Works Budget	\$ 104,330.25			
TAX 001	Position Reclassification/Reduction Due to Techonology Enhancements	\$ 40,503.75			
ADMINISTRATIVE	Add Costs for Human Resources Position	\$ (82,791.00)			
January Totals		\$ 62,763.00	\$ -	\$ -	\$ -

		ANTICIPATED COST SAVINGS			
Department Proposal Number	Proposal Description	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20
March-16					
EXP 002	HVAC - Energy Reduction			\$ 12,500.00	
March Totals		\$ -	\$ -	\$ 12,500.00	\$ -

Summary

	Totals to date:			
	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20
Total Mandated	\$ 345,497.00	\$ 423,947.00	\$ 423,947.00	-
Total Approved to Date	\$ 345,910.42	\$ 513,183.84	\$ 27,892.29	\$ 6,069.91
Reductions Yet to Achieve	\$ (413.42)	\$ (89,236.84)	\$ 396,054.71	

Total mandated Reductions	\$ 1,193,391.00
Total Approved to Date	\$ 886,986.55
Balance	\$ 306,404.45



Abbreviation Key:

ADM (Administration); AGE (Aging); AIR (Airport); ANS (Animal Shelter); BOE (Boards of Education); CES Cooperative Extension); DET (Detention Center); DSS (Social Services); EDC (Economic Development); ELC (Elections); EMS (Emergency Services); EXP (Exposition Center); FIN (Finance); GOV (Governing Body); HLT (Health); INS (Inspections); ITS (Information Technology); LEG (Legal), LIB (Library); NRC (NRCS); PLZ (Planning & Zoning); PWK (Public Works); REC (Recreation); RES (Rescue); ROD (Register of Deeds); SCC (Community College); SHO (Sheriff's Office), SLW (Solid Waste); SPC (Special Appropriations); Tax (Tax Office); VET (Veterans Office); VFD Volunteer Fire)

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 3 (d)

Meeting Date: March 7, 2016	<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: Appointments

DEPARTMENT: Governing Body

PUBLIC HEARING: No

CONTACT PERSON: Vice Chairperson Sue Lee

PURPOSE: To consider appointments to various boards and commissions

The Health Director has submitted two appointment requests:

Juvenile Crime Prevention Council (JCPC)

The position of Health Director is mandated on the Juvenile Crime Prevention Council, but the Director has requested that a designee be named to attend in her absence. She has recommended the appointment of Tamra Jones be appointed by the Board as her designee.

Board of Health

Commissioner Wooten noted during the planning session that he had been unable to attend the Board of Health meetings as often as he would like and noted that the Board may wish to appoint a replacement commissioner to serve on the Board of Health.

SAMPSON COUNTY HEALTH DEPARTMENT


Wanda Robinson
Health Director



360 County Complex Road, Suite 200
Clinton NC 28328

MEMORANDUM

TO: Ed Causey, County Manager

FROM: Wanda Robinson, Health Director 

DATE: February 23, 2016

SUBJECT: Committee and Board Appointments

The Sampson County Health Department is requesting the following appointments to the committees and Board listed below:

Juvenile Crime Prevention Council (JCPC): Request that Tamra Jones be appointed to serve on this committee as a designee for the Director.

Sampson County Board of Health: Request an alternative commissioner to serve on the Sampson County Board of Health. Due to conflicts, the current commissioner has been unable to attend the meetings and suggest the appointment of one of the other board members.

Your assistance is much appreciated.

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. **4**

Meeting Date: March 7, 2016	<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
	<input type="checkbox"/>		<input type="checkbox"/>	

SUBJECT: Consent Agenda

DEPARTMENT: Administration/Multiple Departments

ITEM DESCRIPTIONS/ ATTACHMENTS:

- a. Approve the minutes of the February 1, 2016 meeting and February 16 & 18, 2016 planning session
- b. Approve a revision to the Home and Community Care Block Grant funding plan as submitted by the Department of Aging
- c. Approve the contract for legal services (IV-D) between Sampson County DSS and Tiffany Naylor
- d. Approve tax refunds as submitted
- e. Approve budget amendments as submitted

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

The Sampson County Board of Commissioners convened for their regular meeting at 7:00 p.m. on Monday, February 1, 2016 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., and Harry Parker. Absent: Commissioner Clark H. Wooten.

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

Approval of Agenda

Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Parker, the Board voted unanimously to approve the agenda as presented.

Roads

Keith Eason, NCDOT Highway Maintenance Engineer, was present to address questions and concerns from the Board and citizens in attendance. There were no comments from the floor, but Chairman Lockamy noted a driveway issue at 330 High House Road.

Item 1: Reports and Presentations

Action Pathways - Introduction of Interim Director for Aspire Program and Presentation of FY2016-17 Community Services Block Grant Program Funding Application Cynthia Wilson, Executive Director for Action Pathways (formerly Cumberland Community Action Program) introduced Chief Operating Officer Jodie Phelps and Aspire Program/CSBG Program Director Ar-Nita Davis. Ms. Wilson and Ms. Davis discussed the services provided under the CSBG program in Sampson County in 2015 and presented the application documents.

Item 2: Planning and Zoning

RZ-12-15-1 Chairman Lockamy called the hearing to order and recognized Planning Director Mary Rose who reviewed a request to rezone approximately 2.57 acres located along Autry Highway from RA-Residential Agriculture to I-Industrial. Ms. Rose reviewed the findings of fact and noted that 18.9 acres of the owner's property was already zoned industrial and he wanted his entire 21 acre tract to have the same zoning classification. Commissioner Kirby asked what the property would be used for, and Ms. Rose noted that she did not know and had not been advised by Economic

Developer John Swope, who signed the rezoning application. Ms. Rose reported there had been no calls from adjacent landowners. There were no comments presented from the floor, so the hearing was closed. Upon a motion made by Commissioner Kirby and seconded by Commissioner Parker, the Board voted unanimously to approve rezoning request RZ-12-15-1, accepting the presented findings of fact and making the following zoning consistency statement: *Whereas, in accordance with the provisions of North Carolina General Statute 153A-341, the Sampson County Board of Commissioners does hereby find and determine that the recommendation of the ordinance amendment RZ-12-15-1 is consistent with the goals and objectives of the Sampson County Land Use Plan and other long range planning documents due to the fact this property is located in close proximity to existing industrial zoning and in Section 2 of the Sampson County Land Use Plan, the NC 24 corridor is prime for industrial growth due to the availability of public water, sewer and natural gas.*

Planning Board Appointment Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Parker, the Board voted unanimously to appoint Stephen Parker to the Planning Board, filling the seat vacated by Scott Brown.

Item 3: Action Items

Tax Administration – Report of Unpaid Taxes Which Are Liens on Real Property Tax Administrator Jim Johnson reported to the Board the amount of \$3,437,857.04 of unpaid taxes for the current fiscal year which are liens on real property. This total is \$173,000 less than the previous fiscal year. Mr. Johnson reported that Sampson County had collected 89.5% of real and personal property taxes, which meant the County was on par to finish with a collection rate as high as the previous year. Mr. Johnson requested authorization to advertise the unpaid taxes on April 7, 2016, with a deadline for payment to avoid publication being March 31, 2016 at 5:00 p.m. Upon a motion made by Commissioner Lockamy and seconded by Commissioner Parker the Board voted unanimously to approve the request.

Scheduling of 2015 Board of Equalization and Review Hearings Mr. Johnson asked the board to consider setting dates for the 2016 Board of Equalization and Review hearings. Upon motion made by Commissioner Kirby and seconded by Chairman Lockamy, the board voted unanimously to schedule the Board of Equalization and Review hearings for April 19, April 21 and April 28, each session to convene from 1-6 p.m.

Appointments – Library Board of Trustees Upon a motion by Vice Chairperson Lee and a second by Commissioner Parker, the Board voted unanimously to reappoint Pam High and to appoint Carolyn Bennett to the Library Board of Trustees.

Appointments – Agri-Exposition Center Board of Directors Upon a motion by Vice Chairperson Lee and a second by Commissioner Kirby, the Board voted unanimously to appoint new Chamber Director Kaitlyn Norris and CVB Director Sheila Barefoot to the Agri-Exposition Center Board of Directors.

Appointments - Convention and Visitors Bureau Upon a motion by Vice Chairperson Lee and a second by Commissioner Kirby, the Board voted unanimously to appoint new Chamber Director Kaitlyn Norris to fill the remainder of former director Laura Dean's term on the Convention and Visitors Bureau.

Item 4: Consent Agenda

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

- a. Approved the minutes of the January 4, 2016 meeting
- b. Approved rate increases for the Agri Exposition Center as recommended by the Expo Center Board of Directors (Copy filed in Inc. Minute Book _____ Page _____.)
- c. Approved a late disabled veterans tax exclusion for Lynwood L. Jackson
- d. Approved tax refunds as submitted

#7248	A.S. Page Heins	\$ 572.81
#7245	Gladys Baltazar	\$ 116.03
#7268	Patricia Everett Childers	\$ 479.45
#7262	Twillia Jefferson	\$ 426.26
#7264	Desi Newkirk	\$ 461.45
#7272	Miguel Gonzalez-Acosta	\$ 933.66

- e. Approved budget amendments as submitted:

<u>EXPENDITURE</u>		<u>Finance</u>		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11141300	54000	Contract Services	12,024.00	

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11039999	409800	Fund Balance Approp Encumbrances	12,024.00	

<u>EXPENDITURE</u>		<u>Aging</u>		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
02558790	526200	Information & Referral - Dept Supplies	36.00	
02558790	539500	Information & Referral - Employee Training	114.00	

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
02035879	408900	Information & Referral - Misc Revenue	150.00	

<u>EXPENDITURE</u>		<u>Aging</u>		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
02558810	526200	FCG - Supplies	4,880.00	
02558810	531100	FCG - Travel	200.00	

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
02035881	408401	FCG - Donations	5,080.00	
<u>EXPENDITURE</u>				
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11141400	519100	Professional Services	20,000.00	
<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11034140	404125	Legal Fees Collected	20,000.00	
<u>EXPENDITURE</u>				
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11141400	544000	Contracted Services	15,000.00	
<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11031840	412000	Current Taxes	15,000.00	
<u>EXPENDITURE</u>				
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
12551810	554000	EH Capital Outlay - Vehicles	16,500.00	
<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
12535110	408900	General Misc Revenue	16,500.00	
<u>EXPENDITURE</u>				
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
12551550	526200	HP Department Supplies	1,750.00	
<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
12535155	408900	HP Misc Revenue	1,750.00	
<u>EXPENDITURE</u>				
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
12551630	531100	MH Travel	10,000.00	
12551630	526200	MH Department Supplies	5,000.00	
12551630	523900	MH Medical Supplies	37,980.00	
12551630	512100	MH Salary	6,627.00	
12551630	518100	MH FICA	411.00	
12551630	518120	MH Medicare FICA	97.00	
12551630	518200	MH Retirement	469.00	
12551630	518300	MH Group Insurance	5,610.00	
12551630	518400	MH Dental Insurance	173.00	
12551630	518901	MH 401K	168.00	
<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
12535163	404000	MH State Revenue	66,445.00	

<u>EXPENDITURE</u>		<u>Health Promotions</u>	
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	
12551550	526200	HP Department Supplies	3,159.00
12551550	531100	HP Travel	1,000.00
<u>REVENUE</u>			
<u>Code Number</u>		<u>Source of Revenue</u>	
12535155	408000	HP State Revenue	4,159.00
<u>EXPENDITURE</u>		<u>Heath - Family Planning</u>	
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	
12551640	523900	FP Medical Supplies	133.00
<u>REVENUE</u>			
<u>Code Number</u>		<u>Source of Revenue</u>	
12535164	408000	FP Additional State Funding	133.00
<u>EXPENDITURE</u>		<u>Juvenile Crime Prevention Council Grant</u>	
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	
05558310	581000	Transfer to State Agency	71,316.00
05558310	561001	Positive Influences	7,572.00
<u>REVENUE</u>			
<u>Code Number</u>		<u>Source of Revenue</u>	
05435831	409900	Fund Balance JCPC Administration	3,209.00
05435831	409902	Fund Balance JCPC Restitution Teen Ct	2,491.00
05435831	409905	Fund Balance JCPC Psychological	1,500.00
45435831	409901	Positive Influences	71,688.00
<u>EXPENDITURE</u>		<u>Economic Development Commission</u>	
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	
11449200	531101	Existing Industry Project Job Fair	9,000.00
<u>REVENUE</u>			
<u>Code Number</u>		<u>Source of Revenue</u>	
11034920	356805	Existing Industry Project Job Fair	9,000.00
<u>EXPENDITURE</u>		<u>Emergency Management Department</u>	
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	
11243300	529901	Local Emergency Planning	1,105.00
<u>REVENUE</u>			
<u>Code Number</u>		<u>Source of Revenue</u>	
11039999	409800	Fund Balance Approp Encumbrances	1,105.00
<u>EXPENDITURE</u>		<u>City Schools Capital Outlay</u>	
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	
11659110	555030	Category 1 Capital Outlay	107,560.00
11659110	555031	Category 2 Capital Outlay	7,872.00
11659110	555032	Category 3 Capital Outlay	30,374.00
11659110	550000	Unallocated Capital Outlay	145,806.00

Item 5: Board Information

The Board was provided with the following items for information only:

- a. 2015 State of the County Health Report

County Manager Reports

County Manager Ed Causey thanked staff who handled operations during his recent illness. He reminded the Board of the upcoming planning sessions on February 16 and February 18, and reported that he and Assistant County Manager Susan Holder would be attending the NCCCMA Conference this week.

Public Comments

There were no public comments offered.

Adjournment

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

Billy C. Lockamy, Chairman

Susan J. Holder, Clerk to the Board

The Sampson County Board of Commissioners convened for a planning session at 8:30 a.m. on Tuesday, February 16, 2016 in the Conference Room of the County Administration Building, 406 County Complex Road in Clinton, North Carolina. Members present: Chairman Billy C. Lockamy, Vice Chairperson Sue Lee, and Commissioners Albert D. Kirby Jr., Harry Parker and Commissioner Clark H. Wooten.

The Chairman convened the meeting and called upon Commissioner Parker for the invocation. The Chairman called upon County Manager Ed Causey for some introductory remarks. Mr. Causey recapped the schedule for the day and noted anticipated visitors or topics which could be included in each session. He noted that he had exempted Public Works from their session, given that they had been out in the evenings flushing lines and repairing line breaks. He suggested a separate session could be held on water issues. Commissioner Wooten commended the Public Works staff for their efforts to accommodate customers during the line flushing.

Budget Update Finance Officer David Clack provided revenue and expenditure reports, comparative of the period ending January 31, 2015 and January 31, 2016. (Copies attached.) Highlights of his report:

- Ad valorem taxes were budgeted at an increased collection rate of 96.38%, and we are keeping up last year's pace. Last year we over-collected on taxes by approximately \$143,000.
- Sales taxes are below percent collected last year due to the increase in the budget of approximately \$931,000; however we are still on track to collect budget and these amounts only represent 5 months of collections including November sales.
- State grants are behind last year due to a timing difference with respect to the receipt of grant reimbursements; one month is missing but has since been received.
- Local grants are up because of prompt payment by grantee.
- Inspection fees are ahead of prior year, due to more permits being issued on all trades.

- Jail fees are down due to a timing difference in the receipt of funds. Based on current billing we expect to meet budget.
- Ambulance fees are ahead of prior year because we are not having the issues with Medicare and Medicaid we experienced last year. Last year we collected approximately \$60,000 more than budget.
- Aging service fees are down from what appears to be a drop in demand and we are monitoring the activity and expenditures in the programs. The decrease in revenues will be offset by a decrease in expenditures as the part-time personnel will not be utilized.
- The Agri-Exposition Center has increased its bar sales and rental fees over the same period with bar sales up approximately \$9,000, security personnel revenue up approximately \$7,000, and rental fees up approximately \$23,000. The Class Acts fund-raising has collected over \$11,000 more than the prior year at this time.
- Other revenues are exceeding budget due to the receipt of sales tax refunds that were not budgeted to come in this year. Excluding those funds, the amount of budget collected would be approximately 5% more than the prior year.
- Expenditures as a whole are at 50.89% through 1/31/2016. As of 1/31/2015 we were at 53.02% of budget. We are on track to bring expenditures in below budget. The largest increases in budget for FY 15-16 are in Capital Outlay. As of 1/31/2016, we have expended or encumbered 68% of the total capital outlay budgeted. As of 1/31/2015 we had expended or encumbered only 51% of the total budgeted. Our department heads are doing a good job of managing their budgets to help ensure that we do not expend fund balance.
- Education spending is ahead of last year because they are spending their capital outlay funds at a faster pace.
- Culture and recreation is about the same on total spending, but the budgets that make up this function have been cut.
- Debt service spending is down due to the expected reduction and the refunding.

Health Department Presentation Health Director Wanda Robinson and Accounting Specialist Tamra Jones discussed the impact of Medicaid cost

settlement revenues on the Health Department budget. Ms. Robinson discussed concerns arising from the Division of Medical Assistance (DMA) change in the formula for calculating settlements being applied retroactively for 2011-2014 holdbacks and 2014 cost reports (services that have already been provided and billed locally). Such change, she noted, resulted in a statewide loss of \$20 million (counties having to pay the state rather than receive reimbursements); however, Sampson County actually received more revenues than expected for FY 2010-11 and FY 2011-12. Ms. Robinson stated that DMA and the federal Centers for Medicare and Medicaid Services were working to develop a new State Plan Agreement (SPA) and county health departments were advocating that new definitions not be applied retroactively to the 2013 settlements. She noted that the better health departments bill, the better the cost settlements; cost settlements can impact service delivery as Medicaid accounts for 22% of the department budget.

Information Technology Update Information Technology Director Chris Rayner discussed the physical infrastructure of the County's information technology: fiber installations to most county agencies, aging networking equipment, and a mix of phone installations for which newer solutions - such as VOIP - are available. Mr. Rayner recapped the October 2015 IT crisis where 3 of 15 drives were down (with multiple delays in accessing replacement equipment), causing data corruption and significant loss of time and efficiencies in County departments, especially the Library and Sheriff's Office. He noted the potential budgetary impacts of a new email system, internet connectivity, the upgrade of aging network systems (which so far had been included in budgets without an increase) and a new backup system for data storage and virtualization. He reported on contracted services with Star Communications for a virtual hosted network which will include nightly replicated backups of the County's servers and will assist with disaster recovery of data. Mr. Rayner discussed the need to realign his department staff to allow him to delegate some of the day to day technology issues and allow for more planning and for a technology specialist assigned to the Sheriff's Department. Commissioner Wooten asked if the current department structure was adequate to meet the needs, and Mr. Rayner stated no because one of his current employees was clerical. He added that the technology specialist for the Sheriff's Office could be located in his office. Mr. Causey added that he did not want IT decisions to be made independent of the IT department and its director. Commissioner Wooten noted that if someone was added they must have a skill set to carry the department and the county into the future. Staff and Board members discussed the necessity of strategically planning for future technology needs.

Convention and Visitors Bureau Presentation CVB Executive Director Sheila Barefoot and CVB Chairman Ray Jordan were present to discuss the activities of

the CVB and provide a report on the strategic planning process the board will be undertaking. Ms. Barefoot's PowerPoint presentation included the possibility of increasing the room occupancy tax from 3% to 6% for increased funding for the development and implementation of capital projects to attract visitors and increase the economic impact of the travel and tourism industry in the County. Commissioner Wooten asked if there were a metric to determine the fill rate of the lodging beds and associated patterns. Ms. Barefoot stated that she was not aware of one and that lodging providers may not wish to disclose such information, but she would inquire about it.

Mid Carolina Council of Governments Mid Carolina Executive Director Jim Caldwell was present, along with Arnold Page of the COG Board and RPO Planning Director Mike Rutan, to answer questions from the Board regarding the services received for the County's \$17,128 annual contribution. County staff noted that currently the County does not utilize the planning services offered by the COG, except for transportation planning, and the County pays an additional \$5,816 annually as a member of the RPO.

Legislative Discussion Over lunch, NCACC Director Kevin Leonard and Outreach Associate Neil Emory discussed the membership benefits of the Association and key goals for the 2016 General Assembly Short Session.

Emergency Management/Fire Inspections EMS Director Ronald Bass reviewed the timeline of the Board's previous approval of the proposal to defray the costs of providing fire inspections throughout the County and decisions received to date from the municipalities regarding contracting with the County for such services or conducting their own inspections. To date, the City of Clinton has opted to conduct their own inspections, and the Towns of Garland, Turkey and Roseboro have elected to contract with the County. It was noted that the primary concerns raised were the limited staff in municipal offices, how non-payments would be handled by the towns, how inspections would be handled in the ETJ areas, and who would be responsible for plan review. County Attorney Joel Starling reviewed the statutory provisions regarding fire inspections, explaining that there were sections related to counties and specifically to municipalities, both having mirror provisions about doing inspections, including fire inspections. He noted that the language stated that every city shall perform the duties and responsibilities set forth either by creating its own inspection department, creating a joint inspection department with another unit of government, or by contracting with another unit of government or arranging for the county in which it is located to perform the required inspections within their jurisdictions. He stated that there is no explicit direction when it comes to the administrative side, such as billing, but the implication to him (and the School of Government) was that the municipalities

were responsible for providing inspection services; as the statutes say that any time a county inspector is performing the service on behalf of the city, the law treats them as a city employee for liability purposes, and that tells him the expectation is that ultimately it is a city responsibility. With regard to the question on ETJ's, he stated that the city would have to affirmatively do something to assert inspection authority in the ETJ. He noted that resolutions requesting that the County perform such services in the municipal boundaries were adopted in 2009 and 2010. The issue now, he noted, is simply the fee structure and administrative considerations. Mr. Causey noted that the City of Clinton had indicated they would do the inspections in their ETJ. Mr. Starling noted with regard to non-payments, the statutes do grant municipalities the authority to sue for collection of the unpaid fees (though it may not be economically feasible). The floor was opened for municipal representatives in attendance to voice their concerns.

Tony Blalock, Finance Officer for Roseboro, noted the Town did feel obligated to do the inspections in contract with the County, but had questions whether it was in their best interest to do them in the ETJ; they don't have a nexus with the businesses in the ETJ and it would be difficult to collect from them. Regarding the agreement from 2009, their attorney felt that the County inspector should be considered an agent rather than an employee. He also noted that the Town could pay a great deal in attorney fees to collect unpaid inspections fees. Mr. Starling stated that the General Statutes had already made the decision regarding the classification of inspector as an employee.

Pam Cashwell, Town Clerk and Finance Officer of Garland, stated that they had no issue with the inspections and the fee, but it was more of a billing issue. She suggested that fire inspections be handled like building inspections, collecting the money upfront rather than a bill-through. She added the town would not know how much to budget to pay in a year to pay the monthly costs. Mr. Causey noted that having businesses billed by the municipality lets them understand that the County was doing inspections on behalf of the town. He reminded the Board that the fire inspection proposal was created to allow all the mandated inspections to be timely completed without added costs to the County. If the proposal were to change to have the County do the billing, then some recalculation of the County's costs would have to be done. Commissioner Kirby asked to clarify that the County was essentially taking on the responsibilities of the towns for fire inspections, and if they don't pay us to do it the County may have to raise taxes to cover the costs of the personnel needed to perform inspections which are mandated by the State. Mr. Causey noted that the fees were not designed for the County to make money, only to cover our costs. Mr. Bass noted that fire inspections were different from building inspections; they could not be pre-paid as they were unannounced inspections.

Juanita Faircloth, Finance Officer for the Town of Salemburg, noted there was the potential for added costs for the collection of unpaid fees (attorney fees, etc.). Mr. Blalock added that they had no way of knowing which size businesses might be done in a year or the number of re-inspections required or fines, so they did not know how to budget the costs. Commissioner Parker asked if the towns planned to meet with their businesses, and Mr. Blalock stated that he had considered meeting with county officials to determine some sort of history; trying to meet with 50 or so businesses would be impossible. Commissioner Kirby and Chairman Lockamy wondered if there were an opportunity for municipalities to generate a windfall, if there were additional fees that could be set to offset potential costs for collection of unpaid accounts. Ms. Faircloth noted that the tax rate for the town would go up more than the County's if they had a deficit. Commissioner Wooten noted that he had taken the position that fire inspections can be difficult and the town would want some involvement with their businesses to ensure they were not alienated. Mr. Bass acknowledged that fire inspectors, while mandated, are not always the most liked persons and complaints often go to commissioners when they should go to municipal officers because they have something at stake; the towns need to know what their businesses were doing. It is a win/win situation that fosters communication. Commissioner Wooten acknowledged the difficulty on the towns, but noted the liability on the County – and the municipality – if all fire inspections are not done in a timely manner and stated that he believed this was the best way to get them done. Ms. Faircloth asked why the change from when the resolutions were previously signed in 2009 and 2010, and Commissioner Kirby noted that all required inspections were not being done in a timely manner given the number of staff. The County found itself in the position of either hiring additional inspectors at substantial cost or letting the municipalities do inspections since they have a stake in the inspections.

Ronald Bass then discussed the 911 Backup Center, explaining that the Clinton Police Department had been so designated for years but that they had not been allowed by the 911 Board to expend any 911 funds on its development due to its proximity to the primary 911 Center. He noted, however, that the proximity is now not an issue, but that it was certain equipment to see wireless callers. He requested permission to seek grant funding to fund equipment installation to allow the Clinton Police Department to be certified as a backup 911 Center. Upon a motion made by Chairman Lockamy and seconded by Commissioner Kirby, the Board voted unanimously to authorize EMS to seek grant resources.

Landfill Overview Landfill Manager Bryan Wuester provided an overview of landfill operations, explaining how the waste cells were constructed and

monitored. He highlighted the leachate evaporation and gas to energy initiatives. Mr. Wuester explained the disposal areas, tonnages and types as allowed by permit. He stated that all the waste received at the Sampson County Disposal site is generated within the borders of North Carolina as required by the landfill franchise and that it meets the waste characteristic guidelines dictated by the franchise and state and federal landfill regulations. He noted that while the trucks hauling materials (contractors, not Waste Industries vehicles) may be licensed out of state, the materials contained within them are not from out of state. He discussed the extensive process for review of special wastes, and noted that despite concerns expressed by some in the community, the landfill does not accept the Duke Energy coal ash. Commissioner Wooten suggested that it be checked to ensure that the vehicles domiciled in North Carolina, or in Sampson County, be registered for tax purposes in the County. The problem of roadside trash was discussed, and Mr. Wuester discussed the efforts of the landfill operators to work with haulers to reduce blowing trash. Commissioner Lee noted concerns with drivers not obeying traffic lights, particularly at the Community College stoplight, and Mr. Wuester stated that if a vehicle number could be reported he could handle the concern and he would also issue a notice reminding all vendors of the concern. It was noted that it would be helpful if those applicants in the neighborhoods adjacent to or near the landfill could be considered for vacancies at the landfill; their firsthand knowledge of the operations would be shared positively in their community. Staff discussed the revenues budgeted annually from landfill host fees, and Mr. Wuester provided a recap of host fees paid in the last five years. Mr. Wuester invited the Board to a more extensive tour of the facility to see the full operations, perhaps late March or early April.

Upon a motion made by Commissioner Kirby and seconded by Commissioner Parker, the Board voted unanimously to recess to reconvene on Thursday, February 18 at noon for the second day of the planning session.

**SAMPSON COUNTY,
NORTH CAROLINA**

**February 18, 2016
Planning Session - Day Two**

The Sampson County Board of Commissioners convened for a planning session with lunch at noon on Thursday, February 18, 2016 in the Conference Room of the County Administration Building, 406 County Complex Road in Clinton, North Carolina. Members present: Chairman Billy C. Lockamy, Vice Chairperson Sue Lee, and Commissioners Albert D. Kirby Jr., Harry Parker and Commissioner Clark H. Wooten.

As they enjoyed lunch, the Board had general conversation before beginning the presentations for the day. Assistant County Manager Susan Holder, Projects and Communications Specialist Richard Carr, and Information Technology Director Chris Rayner introduced the County's new website.

Sampson Community College President Paul Hutchins and Vice President for Academic Affairs and Administration Bill Starling presented the Community College's budget requests for FY 2016-2017, beginning with ongoing stewardship efforts for their current budget. Their presentation included justification for current expense increases of \$5,224 for personnel and for maintenance contracts, for a total request of \$1,389,388. Dr. Starling reviewed critical priority capital requests – Warren Center Cooling and Boiler (\$95,000); ADA Accommodations (OCR Review) for bathrooms, parking lots and main pedestrian walkways (\$250,000); and Kitchin Building Roof (\$176,918). He also discussed needs for the North Building (\$120,000), Kitchin Hall (\$230,918 including the roof), Warren Student Center (\$309,000), Vehicle Replacement (\$42,000), Shop Building (\$250,000), Welding Shop (\$50,000), Parking and Roadway (\$500,000), Campus Directional Signage (\$100,000), and Building Systems (\$314,000). Dr. Starling also noted the need for a Nursing and Allied Health Building, which he estimated at a cost of \$8,667,432. He noted that this was the first priority of the Community College Trustees. He discussed the NC Connect Bond, which would generate \$4,774,533, without a local funding match. Dr. Hutchins noted that if the building had been built with the County's previous bond project, it would have cost about \$5 million. With the NC Connect Bond monies, the County's cost in match would be \$3,892,899, a lower amount than before. He acknowledged that the match would probably necessitate an increase in taxes or increase in debt, not something the commissioners may want to do. He reported that at their most recent meeting, the Board of Trustees voted to apply the \$4.7 million bond monies to new construction, with the Nursing and Allied Health Building as a first priority. If the County could not make that happen, then the \$4.7 million would be used to address the problems with the Welding Shop (a new facility could be built for under \$2 million) and to add an addition to the Kitchin Building to place two modern lab spaces to replace very outdated science labs. The Chairman asked if enrollment were still good in the nursing program given the increase in online instruction opportunities. Dr. Hutchins nor Dr. Starling were aware of online nursing experiences because of the clinical components required for a nursing degree. Dr. Hutchins noted the need to offer science education for those who may not qualify for nursing school. Dr. Starling noted the impact of the early college programs housed on the campus and the need for updated technology in the science labs. Commissioner Kirby asked that in modern technology age, would spending \$8 million on a building be prudent if instruction was trending to online. Dr. Hutchins explained that online courses were increasing, but the vast majority of those online are also on campus as well – not one or the other, but a combination.

Sampson County Schools Superintendent Eric Bracy and Finance Officer Dale McLamb discussed budget process priorities: funding that has direct impact on students and teachers, accurate projections of student enrollment, review of contracts for relevance and possible savings, review of all expenditures, reduction in reliance on fund balance for salaries and benefits, and review of staffing allocations and non-salary allocations. Dr. Bracy listed as budget stressors the loss of flexibility in teacher assistant funding, the uncertainty of low wealth allotments, the decrease in fund balance, the loss of federal funding, and bonus money/potential salary increases for employees. He discussed the system's improvements in testing, security and 1:1 student/technology device capabilities. Commissioner Kirby noted calls he had received regarding the track at Hobpton High School and expressed concern at using an increasing amount of fund balance to operate schools. Mr. Causey asked Dr. Bracy if he could provide specific needs and budget funding requests, and Dr. Bracy that information was being gathered from principals that week. Mr. Causey noted that County departments were being asked to submit their budgets by mid-March. Commissioner Wooten asked what would be the most impactful thing the commissioners could do for the children, and Dr. Bracy stated that it would be to increase the compensation of teachers. He noted there were some skilled people who won't consider teaching because of the compensation.

Clinton City Schools Superintendent Stuart Blount introduced new Finance Director Susan Harrison and provided an overview of budget savings measures from the past three years (outsourcing of contracts, increasing class sizes, elimination of duplicate programs and reductions in positions without reductions in force) and school system accomplishments (realignment of resources, Google technology platforms, increasing graduation rates). He reviewed program considerations and challenges for the next year (lack of knowledge of fluctuating state funding levels, funding for supplements, lottery funding, and virtual charter schools diverting funding from school systems) and capital outlay priorities for several years utilizing the current allocation levels. Dr. Blount discussed use of fund balance and the need to be able to forecast future funding. Commissioner Kirby reiterated his concerns of fund balance being used to balance budgets.

Social Services DSS Director Sarah Bradshaw provided an NCFAST update, noting that Work First had been implemented, but Child Care, LEIAP and CIP had not; these three are anticipated to be in NCFAST by December 2016. She reported that the additional federal revenues had covered the sustainability efforts approved last year. She reported that the FNS backlog was cleared 100%; current Medicaid Recertification backlog as of January 2016 was approximately 75% less than January 2015 (about 7,700 cases down to about 1,900); the MA/FNS staff turnover was greatly reduced (approximately 8% turnover from January 2015-January 2016); temp staff needed was reduced by about 50% - current sustained staff count is about 10 per month; Call Center and Triage was dissolved; and there had been 100% local reversal of universal operations as of Feb. 1, 2016. She noted that the department was again siloed because

the system was not capable of supporting the universal worker. Ms. Bradshaw noted that overtime needs had almost been alleviated; no overtime was needed this fiscal year until last month (January) and was expected to end no later than next month (March). She reiterated that the local opinion that universal operations were not expected to ever be possible. Ms. Bradshaw updated the anticipated additions in administrative revenue due to the changes in the reimbursement rate for Medicaid Transportation staff time. She concluded with an explanation of the new work requirement for certain FNS clients.

Sheriff's Department Sheriff Jimmy Thornton was joined by Cpt. Eric Pope, Cpt. Julian Carr and Lt. Lawrence Dixon to discuss a justification for the addition of a detective position in the fiscal year 2016-17 budget, at an estimated cost \$53,370.78 (classified in their department as a floating investigator). The caseload shouldered by the current number of detectives has led to turnover. Staff discussed that adding the position in the budget would mean exceeding the position cap imposed for the pay plan implementation which would require the reduction of a position elsewhere without Board approval to exceed the cap.

Planning & Zoning - Solar Farms Planning Director Mary Rose provided an overview on how the County currently addresses requests for solar farms, noting that they are treated as a special use wherein the Planning Board reviews each application and a site specific plan for which conditions can be added as necessary to lessen the impact of the farm on adjoining property. Ms. Rose discussed the absence of potential land use impacts noted to date. Mr. Ronnie Jackson, Chairman of the Friends of Agriculture asked to address the Board on this issue, explaining his concerns with the loss of prime farmland and potential environmental concerns including the potential for hazardous waste after the expected life span of a solar farm is reached without required plans for disassembly. He offered information regarding concerns from NCSU Professor Herbert Eckerlin and noted that Dr. Eckerlin would be willing to come to provide additional information. Mr. Jackson was asked if the Friends of Agriculture had taken a position on the matter, and he said they had not yet. Commissioner Wooten expressed great respect for Mr. Jackson and his concerns, but noted his own concern about placing any additional requirements or restrictions on landowners. Commissioner Kirby noted concerns about landowners being told what they could do with their land, and Mr. Jackson noted he shared such concerns, but additional information is needed on potential hazards from someone other than the solar energy companies.

Public Works (this session was cancelled)

Wrap-up/Miscellaneous Mr. Causey ended the session asking if the Board had specific direction for budget preparation. Board members expressed their desire for no tax increase, noting the Manager should do what he needed to do to avoid any increase.

Mr. Causey noted that the budget would be developed with approved cost savings, but departments will also be working on the additional future cost savings.

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

Billy C. Lockamy, Chairman

Susan J. Holder, Clerk to the Board

Sampson County Department of Aging

Lorie Sutton
Director

Services

CAP/DA Program

Family Caregiver

Nutrition Program

In-Home Aide Services

Information & Referral

Adult Day Health Care

Transportation

Home Repairs

Garland Senior Center

Butler Court Senior Center

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

lbsutton@sampsonnc.com
www.sampsonnc.com

Memorandum

TO: Ed Causey, County Manager
FROM: ^{LS} Lorie Sutton, Aging/Transportation Services Director
DATE: February 11, 2016
RE: FY 15-16 Home & Community Block Grant Budget – Revision #1

Attached is a revision to the FY 15-16 Home and Community Block Grant budget. We received notice that our HCCBG funding was given an additional \$9,064.00. In addition to adding this funding we reallocated the original funding. Please see attached spreadsheet.

I need the Finance Officer's signature and the Chairman's signature on the DOA-732. Please let me know if you have any questions or concerns.

Thank you.

/ls

Attachment: DOA-732
County Budget Amendment

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, 2015 through June 30, 2016

REVISION # 1 , DATE : 2/11/2016

Services	Ser. Delivery		A				B	C	D	E	F	G	H	I
	(Check One)		Block Grant Funding				Required	Net*	NSIP	Total	Projected	Projected	Projected	Projected
	Direct	Purch.	Access	In-Home	Other	Total	Local Match	Serv Cost	Subsidy	Funding	HCCBG Units	Reimburse Rate	HCCBG Clients	Total Units
Adult Day Health Care	X			79468		//////////	8830	88298		88298	2,207	\$ 40.00	12	
In-Home Aide	X			88307		//////////	9812	98119		98119	6,594	\$ 14.88	18	
Home Improvements	X			92000		//////////	10222	102222		102222			100	
Senior Center	X				39701	//////////	4411	44112		44112			125	
Transportation	X		40191			//////////	4466	44657		44657	6,263	\$ 7.13	25	
Information & Assist	X		19042			//////////	2116	21158		21158			1200	
Congregate Meals	X				73240	//////////	8138	81378	15,070	96,448	20,093	\$ 4.05	149	
Home Delivered Meals	X				136717	//////////	15190	151907	25,893	177,800	34,524	\$ 4.40	158	
						//////////	0	0		0				
						//////////	0	0		0				
						//////////	0	0		0				
						//////////	0	0		0				
						//////////	0	0		0				
						//////////	0	0		0				
Total	//////////	//////////	59233	259775	249658	568666	63185	631851	40,963	672,814	69,682	//////////	1787	0

*Adult Day Care & Adult Day Health Care Net Service Cost

	ADC	ADHC
Daily Care		40.00
Transportation		
Administrative		
Net Ser. Cost Total		40.00

Certification of required minimum local match availability.
 Required local match will be expended simultaneously
 with Block Grant Funding.

Rosie B. Sutton 2-11-16
 Authorized Signature, Title
 Community Service Provider Date

 Signature, County Finance Officer Date

 Signature, Chairman, Board of Commissioners Date

Home & Community Block Grant Funding FY 15-16

Original Budget

	St/Fed Funds	Local Match	Total Funding	Rate	Units
Adult Day Health Care	\$ 76,468.00	\$ 8,496.00	\$ 84,964.00	40.00	2124
In-Home Aide	\$ 102,141.00	\$11,349.00	\$113,490.00	14.88	7627
Home Improvements	\$ 92,000.00	\$10,222.00	\$102,222.00		
Senior Center	\$ 35,701.00	\$ 3,967.00	\$ 39,668.00		
Transportation	\$ 30,456.00	\$ 3,384.00	\$ 33,840.00	7.13	4746
Information & Assist	\$ 19,042.00	\$ 2,116.00	\$ 21,158.00		
Congregate Meals	\$ 83,798.00	\$ 9,311.00	\$ 93,109.00	4.05	22990
Home Delivered Meals	\$ 119,996.00	\$13,333.00	\$133,329.00	4.40	30302
	\$ 559,602.00	\$62,178.00	\$621,780.00		

Revision # 1 - Includes the Federal & State increase of \$9064.00.

	St/Fed Funds	Local Match	Total Funding	Rate	Units
Adult Day Health Care	\$ 79,468.00	\$ 8,830.00	\$ 88,298.00	40.00	2207
In-Home Aide	\$ 88,307.00	\$ 9,812.00	\$ 98,119.00	14.88	6594
Home Improvements	\$ 92,000.00	\$10,222.00	\$102,222.00		
Senior Center	\$ 39,701.00	\$ 4,411.00	\$ 44,112.00		
Transportation	\$ 40,191.00	\$ 4,466.00	\$ 44,657.00	7.13	6263
Information & Assist	\$ 19,042.00	\$ 2,116.00	\$ 21,158.00		
Congregate Meals	\$ 73,240.00	\$ 8,138.00	\$ 81,378.00	4.05	20093
Home Delivered Meals	\$ 136,717.00	\$15,190.00	\$151,907.00	4.40	34524
	\$ 568,666.00		\$631,851.00		

Contract #52 Fiscal Year Begins March 1, 2016 Ends June 30, 2016
Attorney – Legal Services

This contract is hereby entered into by and between the Sampson County Department of Social Services (the "County") and The Law Office of Tiffany N. Naylor (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or is 45-5259319 and DUNS Number 929931678 (required if funding from a federal funding source).

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

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

- 2. Precedence among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.
- 3. Effective Period:** This contract shall be effective on March 1, 2016 and shall terminate on June 30, 2016. This contract must be twelve months or less.
- 4. Contractor's Duties:** The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.
- 5. County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$18,700.00 per fiscal year. This amount consists of \$12,342.00 in Federal funds, \$0 in State Funds, \$6,358.00 in County funds

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

The contributions from the Contractor shall be sourced from non-federal funds.
The total contract amount including any Contractor match shall not exceed \$18,700.00 per fiscal year.

- 6. Reversion of Funds:**
Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

7. Reporting Requirements:

Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

8. Payment Provisions:

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

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

For the County:

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

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Tiffany N. Naylor, Owner	Name & Title	Tiffany N. Naylor, Owner
Company Name	The Law Office of Tiffany N. Naylor	Company Name	The Law Office of Tiffany N. Naylor
Mailing Address	PO Box 2148	Street Address	500 College Street
City State Zip	Clinton, NC 28329	City State Zip	Clinton, NC 28328
Telephone	910-299-0935		
Cell Phone	910-990-7586		
Fax	910-338-3676		
Email	naylor.tiffany@gmail.com		

10. Supplementation of Expenditure of Public Funds:

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

11. Disbursements:

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

- (a) Implement adequate internal controls over disbursements;
- (b) Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
- (c) Assure adequate control of signature stamps/plates;

- (d) Assure adequate control of negotiable instruments; and
- (e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

12. Outsourcing to Other Countries:

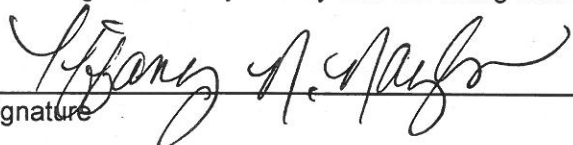

The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

13. Federal Certifications:

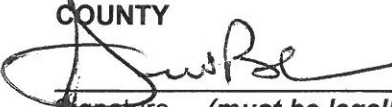

Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment,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

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

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

Signature Date
Tiffany N. Naylor Owner
Printed Name Title

COUNTY
 

Signature (must be legally authorized to sign contracts for DSS) Date
Sarah W. Bradshaw DSS Director
Printed Name Title

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

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

Signature of County Finance Officer Date
David K. Clack

Attachment A
General Terms and Conditions

Relationships of the Parties

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

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

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

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

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

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

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County and any of their officers, agents and employees, from any claims of third parties arising out of or any act or omission of the Contractor in connection with the performance of this contract.

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

- (a) **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
- (b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- (c) **Automobile Liability Insurance:** The Contractor shall provide automobile liability insurance with a combined single limit of \$500,000.00 for bodily injury and property damage; a limit of \$500,000.00 for uninsured/under insured motorist coverage; and a limit of \$2,000.00 for medical payment coverage. The Contractor shall provide this insurance for all automobiles that are:

- (a) owned by the Contractor and used in the performance of this contract;
- (b) hired by the Contractor and used in the performance of this contract; and
- (c) Owned by Contractor's employees and used in performance of this contract ("non-owned vehicle insurance"). Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner's liability insurance.

The Contractor is not required to provide and maintain automobile liability insurance

on any vehicle – owned, hired, or non-owned -- unless the vehicle is used in the performance of this contract.

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

Transportation of Clients by Contractor:

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

Default and Termination

Termination Without Cause: The County or the Contractor may terminate this contract without cause by giving 30 days written notice to the other party.

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written

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

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

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

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

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

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

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

Compliance with Applicable Laws

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

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

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

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

- (a) **Data Security:** The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.
- (b) **Duty to Report:** The Contractor shall report a suspected or confirmed security breach to the local Department of Social Services/Human Services Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.
- (c) **Cost Borne by Contractor:** If any applicable federal, state, or local law, regulation, or rule requires the Contractor to give written notice of a security breach to affected persons, the Contractor shall bear the cost of the notice.

Trafficking Victims Protection Act of 2000 :

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

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

Confidentiality

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

Oversight

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

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

MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

Warranties and Certifications

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

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

E-Verify

Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov

Miscellaneous

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

in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Contractor.

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

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

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

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

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

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates established in County policy.

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

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

**ATTACHMENT B
SCOPE OF WORK**

Contract #52

Federal Tax Id. 45-5259319

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: The Law Office of Tiffany N. Naylor
2. *If different* from Contract Administrator Information in General Contract:
Address SAME
3. Name of Program (s): Non-Emergency Medical Transportation
4. Status: Public Private, Not for Profit Private, For Profit
5. Contractor's Financial Reporting Year January - December

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

1. Child Support Establishment and Enforcement – (App Code 361) – Attorney services for the representation of the Child Support Enforcement Unit under the Department of Social Services for any and all required representation.

SECONDARY LEGAL SERVICES IN CONFLICT OF INTEREST CASES FOR:

2. Foster Care Services for Children - (SIS Code 100) – Attorney services to facilitate permanency planning for a child in the custody of the agency.
3. Protective Services for Children – (SIS Code 210) – Attorney services to represent the agency where court action is necessary to protect children as part of protective services – (Family Services manual, Volume I, Chapter VIII).
4. Protective Services for Adults – (SIS Code 200) – Attorney services to represent the agency where court action is necessary to protect adults as part of protective services – (Family Services manual, Volume IV, Chapter XVI).

C. Rate per unit of Service (define the unit):

Negotiated County Rate:

Legal Attorney Services - \$85. per hour for Child Support Establishment and Enforcement services, Children and Adult Protective Services, and Foster Care Services legal representation. (Rate must be inclusive of **the attorney's time as well as any adjunctive expenses** routinely incurred by the attorney in the public practice of law. Such adjunctive expenses might include photocopying, postage, telephone bills, legal secretary expenses, and so on.)

D. Number of units to be provided:

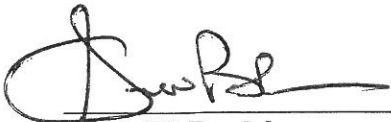
220 Hours of legal representation for Child Support Establishment and Enforcement Foster Care Services, Child Protective Services, and Adult Protective Services @ \$85. per hour = \$18,700.

E. Details of Billing process and Time Frames;

The law firm will submit detailed billing to the Sampson County Department of Social Services monthly for services provided based on rates in section C above.

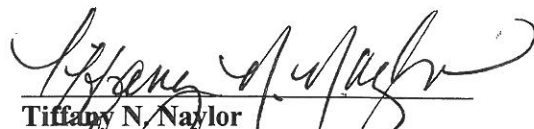
F. Area to be served/Delivery site(s):

Sampson County and other areas as needed or directed by the agency.



Sarah W. Bradshaw

2/24/16
Date



Tiffany N. Naylor

February 23, 2016
Date

ATTACHMENT C

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS AND CERTIFICATION REGARDING NONDISCRIMINATION

Sampson County Department of Social Services

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

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

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

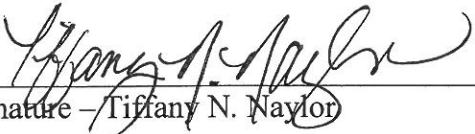
Contractor will inform the County of any additional sites for performance of work under this agreement.

False certification or violation of the certification shall be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment
45 C.F.R. Section 82.510. Section 4 CFR Part 85, Section 85.615 and 86.620.

Certification Regarding Nondiscrimination

The Vendor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the

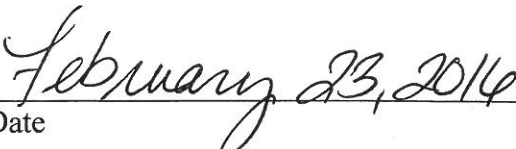
Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.



Signature – Tiffany N. Naylor

Owner _____
Title

The Law Office of Tiffany N. Naylor
Agency/Organization


Date

(Certification signature should be same as Contract signature.)

ATTACHMENT D

Conflict of Interest Policy

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

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

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

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

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

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

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

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

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

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.

- 2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

The Law Office of Tiffany N. Naylor
Name of Organization
Tiffany Naylor
Signature
February 23, 2016
Date

NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of Sampson

I, Kelley D. DeVaughn, Notary Public for said County and State, certify that Tiffany N. Naylor personally appeared before me this day and acknowledged that he/she is Owner of The Law Office of Tiffany N. Naylor and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the 1st day of March, 2016.

Sworn to and subscribed before me this 23rd day of FEBRUARY, 16.

(Official Seal)

Kelley D. DeVaughn
Notary Public Signature

My Commission expires November 4th, 20 19

**ATTACHMENT E
NO OVERDUE TAX DEBTS**

Tiffany N. NAYLOR
500 College Street; PO Box 2148
Clinton, NC 28329
(910) 299-0935

March 1, 2016

To: Sampson County Department of Social Services

Certification:

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

Sworn Statement:

Tiffany N. Naylor being duly sworn, say that I am the Owner of The Law Office of Tiffany N. Naylor of Clinton in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of my knowledge and was made and subscribed by me. I also acknowledge and understand that any misuse of Federal/State funds will be reported to the appropriate authorities for further action.


Signature – Tiffany N. Naylor

Sworn to and subscribed before me on the day of the date of said certification.

(Official Seal)


Notary Public Signature

My Commission expires November 4th, 20 19

¹ G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement.”

ATTACHMENT F

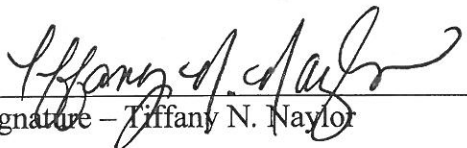
CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Sampson County Department of Social Services

Certification for Contracts, Grants, Loans and Cooperative Agreements

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


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



Signature – Tiffany N. Naylor

Owner _____
Title

The Law Office of Tiffany N. Naylor
Agency/Organization


Date

Attachment G

Certification Regarding Lobbying

Sampson County Department of Social Services

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

Notwithstanding other provisions of federal OMB Circulars-CFR Title 2, Grants and Agreements, Part 200, costs associated with the following activities are unallowable:

Paragraph A.

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

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

Paragraph B.

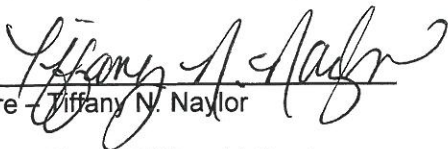
- (1) Providing a technical and factual presentation of information on a topic directly related to the performance of a grant, contract or other agreement through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof,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

Paragraph C.

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

Paragraph D.

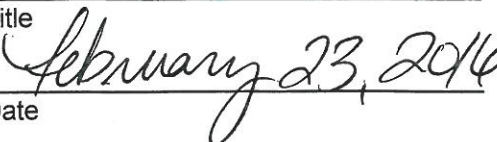
Executive lobbying costs. Costs incurred in attempting to improperly influence either directly or indirectly, an employee or officer of the Executive Branch of the Federal Government to give consideration or to act regarding a sponsored agreement or a regulatory matter are unallowable. Improper influence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



Signature - Tiffany N. Naylor

The Law Office of Tiffany N. Naylor
Agency/Organization

Owner

Title


Date

ATTACHMENT H

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

Sampson County Department of Social Services

Instructions for Certification

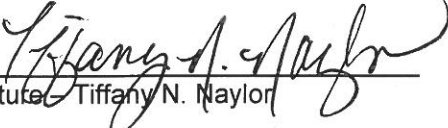
1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined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

9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

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

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

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



Signature - Tiffany N. Naylor

The Law Office of Tiffany N. Naylor
Agency/Organization

Owner
Title



Date

ATTACHMENT I

DEPARTMENT OF HEALTH AND HUMAN SERVICES BUSINESS ASSOCIATE ADDENDUM

Sampson County Department of Social Services

This Agreement is made effective the 1st day of March, 2016, by and between Sampson County Department of Social Services (“Covered Entity”) and The Law Office of Tiffany N. Naylor (“Business Associate”) (collectively the “Parties”).

1. BACKGROUND

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

2. DEFINITIONS

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

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

3. OBLIGATIONS OF BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- g. Business Associate agrees, at the request of the Covered Entity, to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526.
- h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Sampson County Department of Social Services, in a time and manner designated by the Secretary, for purposes of the Sampson County Department of Social Services determining Covered Entity's compliance with the Privacy Rule.
- i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, and to provide this information to Covered Entity or an Individual to permit such a response.

4. PERMITTED USES AND DISCLOSURES

- a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Contract permits, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure:
 - 1) would not violate the Privacy Rule if done by Covered Entity; or
 - 2) would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information as necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

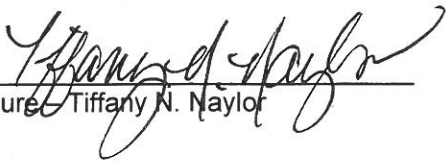
- c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that:
 - 1) disclosures are Required By Law;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

5. TERM AND TERMINATION

- a. **Term.** This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
 - 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - 2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
 - 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.
- c. **Effect of Termination.**
 - 1) Except as provided in paragraph (2) of this section or in the Contract or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - 2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. GENERAL TERMS AND CONDITIONS

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




Signature Tiffany N. Naylor

Owner _____
Title _____

The Law Office of Tiffany N. Naylor

Agency/Organization



Date

Attachment M

State Certification

Contractor Certifications Required by North Carolina Law

Instructions

The person who signs this document should read the text of the statutes listed below and consult with counsel and other knowledgeable persons before signing.

- The text of Article 2 of Chapter 64 of the North Carolina General Statutes can be found online at:
http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- The text of G.S. 105-164.8(b) can be found online at:
http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- The text of G.S. 143-48.5 (S.L. 2013-418, s. 2.(d)) can be found online at:
<http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf>
- The text of G.S. 143-59.1 can be found online at:
http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- The text of G.S. 143-59.2 can be found online at:
http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- The text of G.S. 147-33.95(g) (S.L. 2013-418, s. 2. (e)) can be found online at:
<http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf>

Certifications

- (1) **Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g)**, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov

Local government is specifically exempt from Article 2 of Chapter 64 of the North Carolina General Statutes. However, local government is subject to and must comply with North Carolina General Statute §153A-99.1., which states in part as follows:

Counties Must Use E-Verify. - Each county shall register and participate in E-Verify to verify the work authorization of new employees hired to work in the United States.

- (2) **Pursuant to G.S. 143-59.1(b)**, the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:

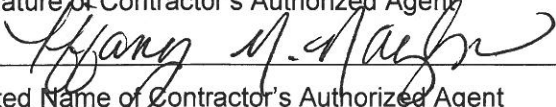
(a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**

(b) [check **one** of the following boxes]

- Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c) (2) after December 31, 2001; **or**
- The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.

- (3) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (4) The undersigned hereby certifies further that:
- (a) He or she is a duly authorized representative of the Contractor named below;
 - (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
 - (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

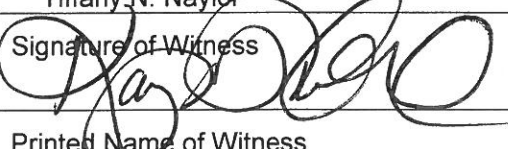
Contractor's Name: The Law Office of Tiffany N. Naylor

Signature of Contractor's Authorized Agent


Date
February 23, 2016

Printed Name of Contractor's Authorized Agent
Tiffany N. Naylor

Title
Owner

Signature of Witness


Date
2/23/16

Printed Name of Witness
Kay W. Stafford

Title
Child Support Supervisor II

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

CONTRACT PROVIDER NAME: The Law Office of Tiffany N. Naylor

CONTRACT NUMBER: 52

CONTRACT PERIOD: March 1, 2016 - June 30, 2016

PROVIDER'S FISCAL YEAR: January 1 - December 31

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

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

Determination Factors	5 points	5 points
	Financial Assistance YES	Purchase of Service NO
1 Does the provider determine eligibility?		5
2 Does the provider provide administrative functions such as Develop program standards procedures and rules?		5
3 Does the provider provide administrative functions such as Program Planning?		5
4 Does the provider provide administrative functions such as Monitoring?		5
5 Does the provider provide administrative functions such as Program Evaluation?		5
6 Does the provider provide administrative functions such as Program Compliance?		5
7 Is provider performance measured against whether specific objectives are met?		5
8 Does the provided have responsibility for programmatic decision making?		5
9 Is the provider objective to carry out a public purpose to support an overall program objective?		5
10 Does the provider have to submit a cost report to satisfy a cost reimbursement arrangement?		5
11 Does the provider have any obligation to the funding authority other than the delivery of the specified goods/services?		5
12 Does the provider operate in a noncompetitive environment?		5
13 Does the provider provide these or similar goods and/or services only to the funding agency?		5
14 Does the provide these or similar goods and/or services outside normal business operations?		5
TOTAL	0	70

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

FINANCIAL ASSISTANCE

PURCHASE SERVICE



Signature of County Authorized Person



DATE



Signature of Authorized Administrative Individual



DATE

Revised effective 7-1-2013

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

7298

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 George Norwood Howell in Turkey Township, Sampson County, for the year(s) and in the amount(s) of: 18-0271720-01

YEAR <u>2015</u>	\$ <u>583.94</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>583.94</u>

These taxes were assessed through clerical error as follows.
 acreage adjusted from 80 acres to 44.5 per Deed bk 1905 pg. 563 + owners request.

County Tax	<u>538.52</u>
School Tax	_____
Fire Tax	<u>45.42</u>
City Tax	_____
TOTAL \$	<u>583.94</u>

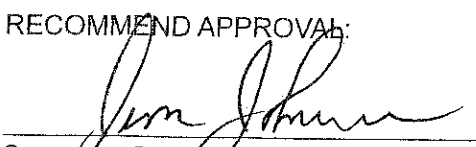
Yours very truly


Taxpayer

Mailing Address.

George Norwood Howell
118 Oak Heights Rd.
Goldsboro, NC 27530

Social Security # _____

RECOMMEND APPROVAL:

Sampson County Tax Administrator

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

7304

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 Sergio Sanchez Rosales in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
2016	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
TOTAL REFUND	\$ <u>235.24</u>

These taxes were assessed through clerical error as follows.

2013 Chev TR
Vehicle Vold, TAG Tuned In
Tag # DRF 7403

602 County Tax \$212.23
 School Tax _____
 F06 Fire Tax \$23.01
 City Tax _____
 TOTAL \$ 235.24

Yours very truly

Sergio Rosales
Taxpayer

Mailing Address.

36 Keystone Court
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

7296

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

YEAR	
2014	\$ 145.92
	\$
	\$
	\$
	\$
	\$
TOTAL REFUND	\$ 145.92

These taxes were assessed through clerical error as follows.

G02 County Tax 134.57
 School Tax _____
 F23 Fire Tax 11.35
 City Tax _____
 TOTAL \$ 145.92

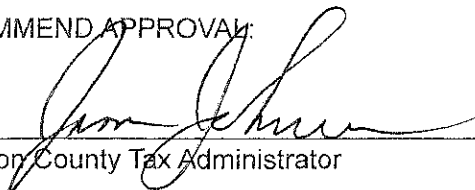
Bill # 0006685430
 2011 GMC
 Vehicle Sold, TAG Turned IN
 TAG # XV1504

Yours very truly

Prestige Farms Inc. Jammy Whornton
 Taxpayer Corporate Controller

TAX ID # _____
 Social Security # _____

RECOMMEND APPROVAL:


 Sampson County Tax Administrator

Mailing Address.

PO Box 438
Clinton, NC
28329

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

7320

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 Holloman's Heating & Air in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
2015	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
TOTAL REFUND	\$ <u>113.95</u>

These taxes were assessed through clerical error as follows.

2011 Ford TR
Vehicle sold, TAG turned IN
TAG # PAB7788

802	County Tax	<u>68.78</u>
501	School Tax	<u>12.02</u>
	Fire Tax	_____
702	City Tax	<u>33.15</u>
	TOTAL \$	<u>113.95</u>

Yours very truly

[Signature]
Taxpayer

Mailing Address.

211 Stewart Avenue
Clinton NC 28328

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

7321

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 Amie Owens in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
2015	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____

TOTAL REFUND \$ 147.95

These taxes were assessed through clerical error as follows.

*2015 Nissan
Vehicle Sold, TAG Turned In
TAG# XZX 8739*

602 County Tax 132.04
 School Tax _____
 Fire Tax 15.91
 City Tax _____
 TOTAL \$ 147.95

Yours very truly

Amie Owens
Taxpayer

X
Social Security # _____

RECOMMEND APPROVAL:
Jim Johnson
Sampson County Tax Administrator

Mailing Address.

2704 White Woods Rd.
Salemburg NC 28385

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

7324

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 Milton D. Farn in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
2015	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
TOTAL REFUND	\$ <u>116.37</u>

These taxes were assessed through clerical error as follows.

2010 Ford
Vehicle Vol, TAG Turned In
TAG # DLN 8576

602	County Tax	\$89.85
501	School Tax	\$15.69
79	Fire Tax	\$10.83
	City Tax	_____
TOTAL \$		<u>116.37</u>

Yours very truly

Milton David Farn
Taxpayer

Mailing Address.

804 College St.
Apartment 113
Clinton NC 28328

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

7293

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

YEAR	
2015	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
TOTAL REFUND	\$ _____

These taxes were assessed through clerical error as follows.

2011 chev
vehicle sold, tag turned IN
TAG # AHR 8717

County Tax \$178.80
School Tax _____
Fire Tax \$21.54
City Tax _____
TOTAL \$ 200.34

Yours very truly

Remie [Signature]
Taxpayer

Mailing Address.

PO Box 516
Salemburg NC 28385

Social Security # _____

RECOMMEND APPROVAL:

Jim Johnson
Sampson County Tax Administrator

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

February 26, 2016

MEMO:

FROM: David K. Clack, Finance Officer
 TO: Sampson County Board of Commissioners
 VIA: County Manager & Finance Officer
 SUBJECT: Budget Amendment for fiscal year 2015-2016

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

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11347200-544001	Contract services electronic waste	15,000.00	
11999000-509700	Contingency		15,000.00

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
-----------------------------	--------------------------	-----------------	-----------------

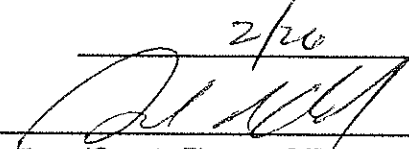
2. Reason(s) for the above request is/are as follows:
 To allocate additional funds to pay for the pickup of electronic waste for the remainder of fiscal year.



 (Signature of Department Head)

ENDORSEMENT

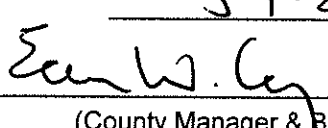
1. Forwarded, recommending approval/disapproval.

2/20, 2016


 (County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

3-1-2016, 20


 (County Manager & Budget Officer)

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

COUNTY OF SAMPSON
BUDGET AMENDMENT

25 February 2016

MEMO

TO: Sampson County Board of Commissioners

FROM: Ray Jordan, Executive Director, Exposition Center

VIA: County Manager and Finance Officer

SUBJECT: Budget Amendment for Fiscal Year: 2015-2016

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

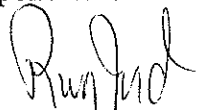
EXPENDITURE

<u>Code Number (ORG-OBJ)</u>	<u>Description</u>	<u>INCREASE</u>	<u>DECREASE</u>
62998610-544002	Contract Services-Security	\$4,000.00	

REVENUE

<u>Code Number (ORG-OBJ)</u>	<u>Description</u>	<u>INCREASE</u>	<u>DECREASE</u>
62939861-405302	Security Personnel	\$4,000.00	

1. Reason(s) for the above request is/are as follows: To increase revenue and expenditure line items for Security Personnel.



Signature of Department Head

ENDORSEMENT

1. Forwarded, recommending approval/disapproval. Date: 2/24/16



(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval. Date: 3-1-2016

(Date of approval/disapproval by B. O. C) 
(County Manager & Budget Officer)

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

1/11/2016

FROM: RONALD BASS, DIRECTOR

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2015-2016

1. It is requested that the budget for the EMS/RESCUE Department be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11243700 529900	MISCELLANEOUS EXPENSES	100.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11034370 408401	AMBULANCE DONATIONS	100.00	

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

A CONTRIBUTION WAS MADE TO SAMPSON COUNTY EMS THAT WAS INTENDED FOR SAMPSON COUNTY RESCUE ASSOC. THE FUNDS WERE DEPOSITED INTO DONATION ACCOUNT AND NEED TO BE MOVED INTO MISC EXPENSES ACCOUNT IN ORDER FOR A CHECK TO BE CUT FOR THE RESCUE ASSOC.

Ronald Bass
(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

2/24, 2016
[Signature]
(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

3-1-2016, 20
[Signature]
(County Manager & Budget Officer)

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

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

February 5, 2016

MEMO:

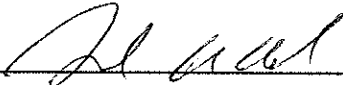
FROM: David K. Clack, Finance Officer
 TO: Sampson County Board of Commissioners
 VIA: County Manager & Finance Officer
 SUBJECT: Budget Amendment for fiscal year 2015-2016

1. It is requested that the budget for the County 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>
11659140-555030	Capital outlay category I	152,976.00	
11659140-555031	Capital outlay category II	112,824.00	
19959140-582096	Transfer to general fund	265,800.00	

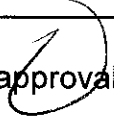
<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11035914-409612	Transfer from capital reserve	265,800.00	
19932320-409900	Fund balance approp	265,800.00	

2. Reason(s) for the above request is/are as follows:
 To rebudget unexpended capital funds from FY 14-15.



 (Signature of Department Head)

ENDORSEMENT


1. Forwarded, recommending  approval/disapproval.

 2/5, 2016



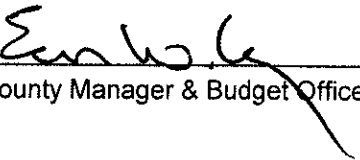
 (County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending  approval/disapproval.

 3-1-2016, 20

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



 (County Manager & Budget Officer)

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

February 12, 2016

FROM: Lorie Sutton, Director of Aging

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2015-2016

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>
02558660-544000	PCII - Contracted Services		\$ 13,834.00
02558680-526200	Senior Center - Dept Supplies	\$ 3,825.00	
02558680-535100	Senior Center - M/R - Bldgs/Grounds	\$ 175.00	
02558710-526200	ADHC - Dept Supplies	\$ 3,000.00	
02558710-533000	ADHC - Utilities	\$ 1,369.00	
02558800-596000	Nutrition - Transportation	\$ 9,735.00	
02558800-522100	Nutrition - Food and Provisions	\$ 5,663.00	
02558800-526200	Nutrition - Dept Supplies	\$ 1,114.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02035866-403601	PCII - State Grant - Mid-Carolina		\$ 13,834.00
02035868-403601	Senior Center - State - Mid-Carolina	\$ 4,000.00	
02035871-403601	ADHC - State Grant - Mid-Carolina	\$ 4,369.00	
02035880-403665	Nutrition Transp- State Grant - Mid-Carolina	\$ 9,735.00	
02035880-403601	Nutrition State Grant - Mid-Carolina	\$ 6,163.00	
02035880-402300	Nutrition - USDA Fed/State School Lunch	\$ 614.00	

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

To make adjustments to the Home and Community Block Grant budget and to increase the budget for the additional funding we have received from the State in the amount of \$11,047.00.

Lorie B Sutton

(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

[Signature], 2016

(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

3-1-2016, 2016

(County Manager & Budget Officer)

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

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

February 12, 2016

FROM: Lorie Sutton, Director of Aging

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2015-2016

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02558680-526200	Senior Center - Dept Supplies		\$ 376.00

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02035868-403642	Senior Center - General Purpose Grant		\$ 376.00

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

To amend budget to include decrease in Senior Center General Purpose Grant for FY 15-16.

Lorie B Sutton
(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

2/24, 2016
[Signature]
(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

3-1-2016, 2016
[Signature]
(County Manager & Budget Officer)

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

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

2/15/2016

FROM: SAMPSON COUNTY HEALTH DEPARTMENT

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2015-2016

1. It is requested that the budget for the GENERAL ADMINISTRATION/QI101 Department be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12551100-529901	MISC EXPENSE QI	2,700.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
125351 ¹⁰ 00 -404000	GEN QI101 STATE ASSISTANCE	2,700.00	

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

ALLOCATE ADDITIONAL STATE FUNDS FOR THE QI101 PROJECT

[Signature]
(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval. [Signature]

2/16, 2016
[Signature]
(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval. [Signature]

3-1-2016, 2016
[Signature]
(County Manager & Budget Officer)

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

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

February 26, 2016

MEMO:

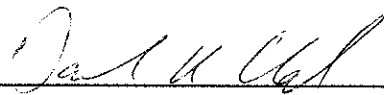
FROM: David K. Clack, Finance Officer
 TO: Sampson County Board of Commissioners
 VIA: County Manager & Finance Officer
 SUBJECT: Budget Amendment for fiscal year 2015-2016

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

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
23243410-581013	Halls fire department	18,000.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
23043413-499900	Hall fund balance appropriated	18,000.00	

2. Reason(s) for the above request is/are as follows:
 To allocate funds to purchase a vehicle per request of department. (see attached)

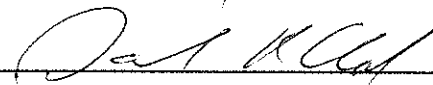


 (Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____ 2/26, 2016



 (County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____ 3-1-2016, 20



 (County Manager & Budget Officer)

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

Halls Fire & Rescue

**7730 Hobbton Hwy
Clinton NC, 28328**

To: Sampson County Commissioners

From: Halls Fire Department Board of Directors

The Halls Fire & Rescue board of directors would like to withdraw 18,000.00 dollars from our fire department fund balance. This money will be used to assist in purchasing a support vehicle for our fire department. The Support vehicle will allow us to carry additional equipment to calls which will help our department maintain our Class 6 department of insurance rating. Using the funds from our fund balance will insure we can still maintain the same level of service that we are currently providing our community as well as maintain our 7 cent fire tax rate.

Thanks,

Halls Fire & Rescue Board of Directors

Chairman Festus Lee

Chief Lamar Brewer

CLINTON CITY SCHOOLS
BUDGET AMENDMENT

Fund: STATE

Budget Amendment: 2

The Clinton City Board of Education at a meeting on the 2nd day of February, 2016, passed the following resolution:

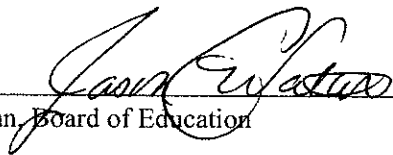
Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2016.

SEE ATTACHED LISTING

Total appropriation in current budget	\$18,326,831.66
Total increase/decrease of amendment	\$ 127,413.72
Total appropriation in amended budget	\$18,454,245.38

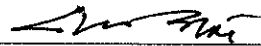
Passed by majority vote of the Clinton City Board of Education on the 2nd day of Feb. 2016.

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 _____ 2016.



Chairman, Board of Education

Chairman, Board of County Commissioners



Secretary, Board of Education

Secretary, Board of County Commissioners

BUDGET AMENDMENT DETAIL

FUND: STATE

CODE	DESCRIPTION	INCREASE	DECREASE
1.5110.010.192.000.000	STIPEND PAY	\$ 1,500.00	
1.5110.010.211.000.000	SOCIAL SECURITY	\$ 110.63	
1.5110.010.221.000.000	RETIREMENT	\$ 229.80	
1.5270.054.192.000.000	STIPEND PAY		\$ 1,500.00
1.5270.054.211.000.000	SOCIAL SECURITY		\$ 110.63
1.5270.054.221.000.000	RETIREMENT		\$ 229.80
WAIVER TO DOLLAR ALLOTMENT			
1.5110.010.121.000.000	CLASSROOM TEACHERS	\$ 231,781.00	
1.5110.054.121.000.000	CLASSROOM TEACHERS		\$ 231,781.00
1.5120.014.411.000.000	INSTRUCTIONAL SUPPLIES	\$ 87,437.00	
1.5120.013.121.000.000	CLASSROOM TEACHERS		\$ 87,437.00
1.5110.061.411.000.000	INSTRUCTIONAL SUPPLIES	\$ 31,000.00	
1.5110.130.412.000.000	TEXTBOOKS		\$ 31,000.00
ABC TRANSFERS			
1.5210.032.411.000.000	INSTRUCTIONAL SUPPLIES		\$ 3,985.00
EC REVERSION - CHARTER SCHOOLS			
1.5110.003.162.000.000	SUBSTITUTE TEACHERS	\$ 1,797.00	
1.5120.014.411.000.000	INSTRUCTIONAL SUPPLIES	\$ 2,481.00	
1.5350.016.411.000.000	INSTRUCTIONAL SUPPLIES		\$ 1,349.28
ALLOCATIONS			
1.6610.003.151.000.000	OFFICE SUPPORT	\$ 625.00	
1.5210.029.131.000.000	INSTRUCTIONAL SUPPORT	\$ 54,837.00	
1.6550.056.171.000.000	BUS DRIVERS	\$ 49,008.00	
1.6400.073.343.000.000	CUSTODIANS	\$ 24,000.00	
ADJUST BUDGET TO ACTUAL NEEDS			

CLINTON CITY SCHOOLS
BUDGET AMENDMENT

Fund: LOCAL

Budget Amendment: 2

The Clinton City Board of Education at a meeting on the 2ND day of FEBRUARY 2016, passed the following resolution:

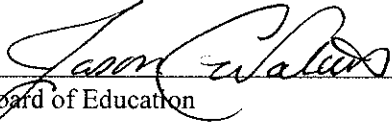
Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2016.

SEE ATTACHED LISTING

Total appropriation in current budget	\$ 5,321,215.00
Total increase/decrease of amendment	\$
Total appropriation in amended budget	\$ 5,321,215.00

Passed by majority vote of the Clinton City Board of Education on the 2nd day of Feb. 2016.

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 _____ 2016.



Chairman, Board of Education

Chairman, Board of County Commissioners



Secretary, Board of Education

Secretary, Board of County Commissioners

BUDGET AMENDMENT DETAIL

FUND: Local

CODE	DESCRIPTION	INCREASE	DECREASE
2.5110.001.181.000.000.00	SUPPLEMENT PAY		\$83,984.00
2.5110.001.211.000.000.00	SOCIAL SECURITY		\$6,424.00
2.5110.001.221.000.000.00	RETIREMENT		\$12,866.00
2.6610.002.115.000.000.00	FINANCE OFFICE SALARY		\$15,720.00
2.6610.002.211.000.000.00	SOCIAL SECURITY		\$1,202.00
2.6610.002.221.000.000.00	RETIREMENT		\$2,408.00
2.6610.002.231.000.000.00	HOSPITALIZATION		\$2,735.00
2.6940.002.182.000.000.00	EMPLOYEE ALLOWANCES TAXABLE		\$5,952.00

ADJUST BUDGET TO ACTUAL NEEDS

2.6400.015.113.000.000.00	DIRECTOR PAY	\$ 58,685.00	
2.6400.015.211.000.000.00	SOCIAL SECURITY	\$ 4,490.00	
2.6400.015.221.000.000.00	RETIREMENT	\$ 8,991.00	
26400.015.231.000.000.00	HOSPITALIZATION	\$ 5,471.00	
2.6860.015.113.000.000.00	DIRECTOR PAY	\$ 40,848.00	
2.6860.015.211.000.000.00	SOCIAL SECURITY	\$ 3,125.00	
2.6860.015.221.000.000.00	RETIREMENT	\$ 6,258.00	
2.6860.015.231.000.000.00	HOSPITALIZATION	\$ 3,423.00	

ADJUST BUDGET TO ACTUAL NEEDS

CLINTON CITY SCHOOLS
BUDGET AMENDMENT

Fund: FEDERAL

Budget Amendment #: 2

The Clinton City Board of Education at a meeting on the 2nd day of February, 2016, passed the following resolution:

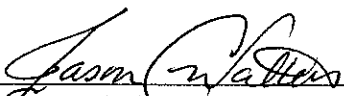
Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2016.

SEE ATTACHED LISTING

Total appropriation in current budget	\$ 2,650,245.46
Total increase/decrease of amendment	\$ 27,111.54
Total appropriation in amended budget	\$ 2,677,357.00

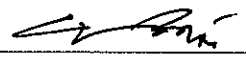
Passed by majority vote of the Clinton City Board of Education on the 2nd day of Feb. 2016.

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 _____ 2016.



Chairman, Board of Education

Chairman, Board of County Commissioners



Secretary, Board of Education

Secretary, Board of County Commissioners

BUDGET AMENDMENT DETAIL

FUND: FEDERAL

CODE	DESCRIPTION	INCREASE	DECREASE
3.3600.114.000.000.000.00	REVENUE- IDEA RISK POOL		\$25,639.43
3.5210.114.142.000.000.00	EC-SALARY	\$16,783.26	
3.5210.114.211.000.000.00	SOCIAL SECURITY	\$1,283.92	
3.5210.114.221.000.000.00	RETIREMENT	\$2,571.20	
3.5210.114.231.000.000.00	HOSPITALIZATION	\$4,540.93	
3.5210.114.232.000.000.00	WORKERS' COMPENSATION	\$460.12	
ADJUST BUDGET TO ACTUAL NEEDS			
3.3600.119.000.000.000.00	IDEA - Early Inter. Serv. (Pre-K)		\$3,496.19
3.3600.119.000.000.000.00	IDEA - Early Inter. Serv. (Pre-K)		
3.3600.119.000.000.000.00	IDEA - Early Inter. Serv. (Pre-K)		\$2,000.00
3.5230.119.163.000.000.00	SUBSTITUTE PAY	\$400.00	
3.5230.119.211.000.000.00	SOCIAL SECURITY	\$30.60	
3.5230.119.312.316.000.00	WORKSHOP EXPENSE	\$675.73	
3.5230.119.411.316.000.00	SUPPLIES AND MATERIALS	\$800.00	
3.8100.119.392.000.000.00	INDIRECT COST	\$93.67	
ADJUST BUDGET TO ACTUAL NEEDS			
3.3600.118.000.000.000.00	IDEA - Early Intervening Services		\$16,415.66
3.3600.118.000.000.000.00	IDEA - Early Intervening Services		
3.3600.118.000.000.000.00	IDEA - Early Intervening Services	\$527.89	
3.5210.118.312.000.000.81	WORKSHOP ENPENSE		\$0.77
3.5210.118.411.000.000.00	SUPPLIES AND MATERIALS		\$709.49
3.8100.118.392.000.000.00	INDRECT COST	\$182.37	
ADJUST BUDGET TO ACTUAL NEEDS			

CLINTON CITY SCHOOLS
BUDGET AMENDMENT

Fund: SPECIAL REVENUE

Budget Amendment: 2

The Clinton City Board of Education at a meeting on the 2nd day of February, 2016, passed the following resolution:

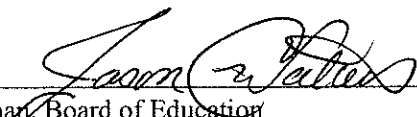
Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2016.

SEE ATTACHED LISTING

Total appropriation in current budget	\$ 1,196,851.84
Total increase/decrease of amendment	\$ 6,706.59
Total appropriation in amended budget	\$ 1,203,558.43

Passed by majority vote of the Clinton City Board of Education on the 2nd day of Feb. 2016.

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 _____ 2016.



Chairman, Board of Education

Chairman, Board of County Commissioners



Secretary, Board of Education

Secretary, Board of County Commissioners

BUDGET AMENDMENT DETAIL

FUND: SPECIAL REVENUE

CODE	DESCRIPTION	INCREASE	DECREASE
8.8600.499.411.000.000.00	SUPPLIES AND MATERIALS		\$6,706.59
GRANT AWARD		<hr/>	<hr/>
		\$0.00	\$6,706.59

#8
BUDGET AMENDMENT
SAMPSON COUNTY BOARD EDUCATION
Capital Outlay
Special Projects

The Sampson County Board of Education at a meeting on the 22nd of February passed the following resolution.

Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2016.

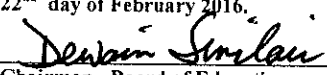
From:

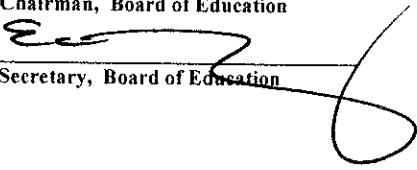
4.9100.077.461.370.003	UM-Foyer/Conference Furniture	1,237.94
4.9100.077.461.340.007	Hargrove Storage Building	979.05
4.9100.077.541.354.001	MM-Chiller Replacement	.93
4.9100.077.461.346.006	HE-Classroom Furniture	3,500.00
4.9100.077.461.354.005	MM-Classroom Furniture	3,500.00
4.9100.077.461.364.003	PV-Classroom/Cafeteria Blinds	4,000.00
4.9100.077.529.312.000	RE-Additional Fencing	3,500.00
4.9100.077.461.376.000	SE-Blind Replacement	1,500.00
4.9100.077.529.376.000	SE-Carpet Replacement Commons	<u>6,000.00</u>
	Total	\$ 24,217.92

To:

4.9100.077.529.005.000	Campus Improvements	<u>24,217.92</u>
	Total	\$ 24,217.92

Passed by the majority vote of the Board of Education of Sampson County on the 22nd day of February 2016.


 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 ___ day of February 2016.

 Chairman, Board of Commissioners

 County Manager

Approved _____ Disapproved _____

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 5

Meeting Date: March 7, 2016	<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. Board of Health Annual Meeting Notice
- b. Letter of Appreciation, North Carolina Sweet Potato Commission
- c. Annual Ag Rally, Mark Your Calendars
- d. Hazard Mitigation Plan Approval by FEMA, Public Hearing to be Scheduled for April Meeting

SAMPSON COUNTY HEALTH DEPARTMENT


Wanda Robinson
Health Director



360 County Complex Road, Suite 200
Clinton NC 28328

MEMORANDUM

TO: Ed Causey, County Manager

FROM: Wanda Robinson, Health Director 

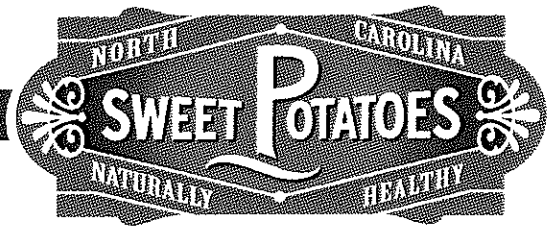
DATE: February 23, 2016

SUBJECT: Sampson County Board of Health Meeting

The Sampson County Board of Health would like to invite the County Administrative Staff and County Commissioners to attend our annual legal in-service on March 21, 2016 at 7:00PM. This meeting will be held in the conference room located on the 2nd floor of the Health Department.

Our meeting will begin with a meal and then move into our meeting. The topic will be "E-Cigarettes and second hand tobacco effects", presented by Ernest Watts, Region 8 Tobacco Lead. This will be an update to include the most recent advances on this interesting subject that I think we will all enjoy.

I do look forward to seeing you all. Please feel free to contact me for questions.



January 26, 2016

Ed Causey, County Manager
County of Sampson
406 County Complex Road
Clinton, NC 28328

Dear Mr. Causey,

On behalf of the members of the North Carolina Sweet Potato Commission, I would like to say thank you for allowing us to use the space at the Agri-Expo Center, last Thursday, for our Annual Meeting of Membership. We found everything ran smoothly and it was a great space to have such an event. We have heard nothing but compliments on the facility and would like to compliment you on the professionalism and courtesy of your entire staff; working with them made hosting the meeting in a new location much easier. We feel we have found a new home for our meetings and look forward to next year.

Kind regards,

Kelly McIver
Executive Director



NORTH CAROLINA SWEETPOTATO COMMISSION, INC.
700 E PARRISH DRIVE SUITE C - BENSON, NC 27504

919.894.1067 PHONE 919.894.7018 FAX NCSWEETSUE@AOL.COM WWW.NCSWEETPOTATOES.COM

Susan Holder

Subject: FW: Sampson Friends of Ag Rally - March 24

From: Eileen Coite [mailto:eileen_coite@ncsu.edu]

Sent: Friday, February 12, 2016 6:21 PM

To: Ed Causey <ecausey@sampsonnc.com>

Cc: Susan Holder <susanh@sampsonnc.com>; David Clack <davec@sampsonnc.com>; Ardith Taylor <Ardith_Taylor@ncsu.edu>; Keith Walters <keith_walters@ncsu.edu>; Ronnie Jackson <rjackson@intrstar.net>

Subject: Sampson Friends of Ag Rally - March 24

Hi Mr. Causey,

Wanted to make sure to share so you could mark your calendar for the annual Friends of Ag "Rally for Agriculture". This year the rally will be Thursday, March 24th. Please see details below that Ardith compiled. I hope your schedule for the evening allows, along with our county administrative staff and the commissioners. We will get more information and tickets to you once they are finalized. Thank you for holding the date, and sharing with the BOC.

Eileen

This year's Friends of Agriculture 'rally for agriculture' will be held Thursday, March 24. The rally will be held at the Sampson County Agri-Exposition Center in Clinton with a sponsored dinner from the Sandpiper Restaurant beginning at 6:30 pm.

The guest speaker will be Ray Starling, Chief of Staff to North Carolina Senator Thom Tillis. Mr. Starling is originally from Autryville and was the National FFA Vice-President while attending Midway High School.

Mr. Starling served as general counsel to Thom Tillis when he was speaker of the North Carolina House of Representatives. Mr. Starling has also been an adjunct professor of agricultural and food law and policy at the University of North Carolina at Chapel Hill and Campbell University as well as general counsel to the NC Department of Agriculture and Consumer Services.

Mr. Starling earned a bachelor's degree from North Carolina State University and a law degree from UNC Chapel Hill.

--

Eileen A. Coite

County Extension Director

NC State University, College of Agriculture & Life Sciences

North Carolina Cooperative Extension, Sampson County Center

55 Agriculture Place, Clinton, NC 28328

Phone: (910) 592-7161

Fax: (910) 592-9513

Email: eileen_coite@ncsu.edu

website: <http://sampson.ces.ncsu.edu>

U.S. Department of Homeland Security
FEMA Region IV
3003 Chamblee Tucker Road
Atlanta, GA 30341



FEMA

February 1, 2016

Mr. Chris Crew
State Hazard Mitigation Officer
North Carolina Division of Emergency Management
4238 Mail Service Center
Raleigh, North Carolina 27699

Reference: Sampson Duplin Regional Hazard Mitigation Plan

Dear Mr. Crew:

This is to confirm that we have completed a Federal review of the Sampson Duplin Regional Hazard Mitigation Plan for compliance with the federal hazard mitigation planning requirements as contained in 44 CFR 201.6(b)-(d).

We have determined the new Sampson Duplin Regional Hazard Mitigation Plan is compliant with the Federal requirements, subject to formal community adoption. Upon submittal of a copy of documentation of the adoption resolution(s) to our office, we will issue formal approval of the Sampson Duplin Regional Hazard Mitigation Plan. Please have the Sampson Duplin Regional planning committee submit a final copy of their Plan, without draft notations and track changes.

For further information, please do not hesitate to contact Shemeeka Hopkins, of the Hazard Mitigation Assistance Branch, at (770) 220-8788 or Linda L. Byers, of my staff, at (770) 220-5498.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert E. Lowe". The signature is written in a cursive style with a long horizontal stroke extending to the right.

Robert E. Lowe, Chief
Risk Analysis Branch
Mitigation Division

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.