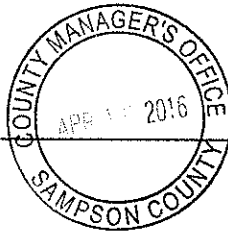




**SAMPSON COUNTY
BOARD OF COMMISSIONERS
MEETING AGENDA
May 2, 2016**

5:00 pm	Dinner and Annual Report to the People - Cooperative Extension Service	1 - 2
	Recognition of NC A&T 2016 Small Farmer of the Year	
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 DSS Director as NCACDSS Director of the Year	3 - 4
	b. Report - Successful Implementation of Budget Reduction Proposal ELC 001 (Utilization of County EEs as Elections Clerks)	5 - 7
Tab 2	Planning and Zoning	8
	a. <u>RZ-4-16-1</u> : Request to Rezone 1.75 Acres Located along US Hwy 421/Spivey's Corner Highway from RA-Residential Agriculture to C-Commercial	9 - 12
	b. Presentation on Process for Land Use Plan Update	13 - 16
Tab 3	Action Items	
	a. Public Hearing - Consideration of Performance Based Incentives for Economic Development Project (Farm Fresh Produce Packing, Inc.)	17 - 19
	b. Consideration of Interlocal Agreements for Law Enforcement Services between Sampson County and the Towns of Roseboro and Garland	20 - 32
	c. Budget Reduction Proposal - Library	33 - 38
	d. Appointments	39 - 42
	• Mid Carolina Aging Advisory Board	
	• Social Services Board	
	• Convention and Visitors Bureau (City seat)	
	• Board of Health	

Tab 4	Consent Agenda	43
	a. Approve the minutes of the April 4, 2016 meeting	44 - 51
	b. Adopt a resolution proclaiming May 2016 as Older Americans Month	52 - 53
	c. Adopt a resolution supporting designation of portions of NC 24 as Gold Star Highway	54 - 57
	d. Approve revised Drug and Alcohol Testing Policy for Sampson Area Transportation (updates per Federal Transit Authority regulation changes)	58 - 81
	e. Adopt a resolution declaring certain vehicles, furniture and equipment as surplus and directing staff to dispose of them at public auction	82 - 85
	f. Approve coding and fee schedule updates as recommended by the Sampson County Board of Health	86
	g. Approve the execution of the Field Internship Agreement between Wayne Community College and Sampson County EMS	87 - 92
	h. Approve late property tax exemption application from Innovative Owners 64, LLC (solar energy electric system)	93 - 98
	i. Approve tax refunds as submitted	99 - 117
	j. Approve lottery fund applications for Clinton City and Sampson County Schools	118 - 119
	k. Approve budget amendments as submitted	120 - 126
	County Manager's Reports	
Tab 7	Public Comment Period (see policies and procedures in agenda)	127
	Recess to Reconvene on May 23, 2016 at 7:00 p.m. (Budget Presentation)	



Sampson County Extension Center
55 Agriculture Place
Clinton, NC 28328
Phone (910) 592-7161
Fax (910) 592-9513

April 15, 2016

On behalf of the entire Sampson County Cooperative Extension Staff, I would like to invite you to attend a dinner meeting on **Monday, May 2, 2016** as we present our annual *Report to the People*. This event will begin at **5:00 pm** and will be held at the Sampson County Cooperative Extension Center located on Sampson County Government's Southern Campus at 55 Agriculture Place, Clinton.

Immediately following the meal, our department's *Report to the People* will be conducted, which will include highlights of our 2015 accomplishments and future plans. This year, we will additionally have a special presentation to celebrate one of our local farm family's accomplishments. Due to the Commissioners' Board meeting, the program will be very concise and will conclude by 6:30 pm.

Each of us appreciate the support of our state and county government as well as the many private partners that work in conjunction with one another to make our programming efforts a success. We consider it a privilege to serve the citizens of Sampson County and are grateful for the opportunity to report our accomplishments to you.

In addition, we would welcome any response from you on our work as well as any suggestions on how we can better serve Sampson County.

We look forward to seeing you on May 2.

Sincerely,

A handwritten signature in cursive script that reads "Eileen A. Coite".

Eileen A. Coite
County Extension Director

EAC/ast

NORTH CAROLINA'S
SAMPSON COUNTY

**RESOLUTION HONORING THE 2016 SMALL FARMERS OF THE YEAR
DONNIE & ALEASE WILLIAMS**

WHEREAS, the Cooperative Extension Program at North Carolina Agricultural and Technical State University's School of Agriculture and Environmental Sciences each year honors a small farmer who is an inspiration to other farmers; and

WHEREAS, the recipient of this award is recognized as an innovator in livestock and/or crop production and marketing, a leader involved in contributing time and other resources to build their community, a steward of the environment who protects and enhances natural resources, and an astute businessperson running a farm in an entrepreneurial manner; and

WHEREAS, third-generation farmers Donnie and Alease Williams have demonstrated that they are such leaders by the best practices on their 140 acre farm in Autryville, North Carolina where they raise about 150 pigs which are bred in an innovative pasture-based operation without growth hormones or chemicals, and where they grow nearly 100 acres of corn, soybeans and wheat for animal feed; and

WHEREAS, the Williams embody the persevering spirit of our County's agricultural heritage, embracing change and pursuing training and education through the North Carolina Cooperative Extension Service that not only ensures the sustainability and profitability of their farm, but ensures preservation of our natural resources and the quality of their product.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the County of Sampson County do recognize and honor Donnie and Alease Williams as recipients of the 2016 NC A&T Small Farmers of the Year. We commend their passion for preserving small family farms and applaud their entrepreneurial spirit that honors the heritage of our agricultural past and the sustainability of agriculture for our future.

ADOPTED this 2nd day of May, 2016.

Billy C. Lockamy, Chairman

ATTEST:

Susan J. Holder Clerk to the Board

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 1 (a)

Meeting Date: May 2, 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 DSS Director as NCACDSS Director of the Year

DEPARTMENT: Governing Body

PUBLIC HEARING: No

CONTACT PERSON: Sarah Bradshaw, DSS Director

PURPOSE: To recognize DSS Director Bradshaw on being named the 2016 Director of the Year by the NCACDSS

ATTACHMENTS: Press Release

BACKGROUND: As you may have seen in the local media, our Sampson County DSS Director Sarah Bradshaw was recently named DSS Director of the Year by the North Carolina Association of County Directors of Social Services. Ms. Bradshaw was honored as an active member of the Association for 17 years, serving as its President and co-chairing multiple committees.

RECOMMENDED ACTION OR MOTION: Recognize Ms. Bradshaw on her accomplishment



A Future Oriented Source of Leadership

FOR IMMEDIATE RELEASE

Contact: Sharnese Ransome
Phone: (919) 782-4111
E-mail: sransome@ncacdss.org

Sarah Bradshaw Named NCACDSS' 2016 DSS Director of the Year

Raleigh, NC – April 13, 2016 – Sarah Bradshaw of Sampson County was named the 2016 DSS Director of the Year last week at the North Carolina Association of County Directors of Social Services' (NCACDSS) Annual Meeting held in Charlotte, NC.

To be eligible for DSS Director of the Year, the Director must be in good standing with at least five years of service in that capacity. Ms. Bradshaw's achievements have far exceeded this. She has been a DSS Director and active member of the Association for 17 years, serving as President, co-chair of various committees, mentor to new directors and many other roles. She has worked with County DSS for 26 years. Over the course of the past 26 years, she has served in the capacity of Income Maintenance Caseworker and Supervisor, Program Integrity Investigator, as well as serving in the capacity of Social Work Supervisor, thereby giving her hands on experience and knowledge of most programs administered at a local DSS Agency.

Also, Ms. Bradshaw finds time to be active within her community with services including the United Way Board of Directors, the Clinton-Sampson Rotary Club, the local Emergency Food and Shelter Board, serving as co-founder and continuing to serve on the Sampson County Substance Abuse Coalition, Chairperson of the local Community Child Protection Team, the local Diaper Bank Board, the Local Emergency Planning Committee and Chairperson of local Emergency Mass Care and Unmet Needs Operations.

Bradshaw truly embodies NCACDSS' motto of being a future-oriented source of leadership. Within her agency, she strives to make enhancements to organizational operations as well as striving to ensure the professional growth and development of all staff. When it comes to protecting vulnerable children, the elderly and disabled as well as ensuring eligible families' nutritional and medical needs are met, she is a leader of which the citizens of Sampson County and North Carolina can be proud.

Bradshaw lives in Clinton, NC with her husband, Jeff and son Eric who is in his second year at East Carolina University. Her daughter Laura was married the following weekend after Ms. Bradshaw received this distinguished award from her peers.

###

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 1 (b)

Meeting Date: May 2, 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: Report - Successful Implementation of Budget Reduction Proposal ELC 001
(Utilization of County EEs as Elections Clerks)

DEPARTMENT: Elections

PUBLIC HEARING: No

CONTACT PERSON: Ashley Tew, Elections Director

PURPOSE: To hear a report on the successful implementation of one of the County's
budget reduction proposals - the utilization of County employees as Elections
Clerks

ATTACHMENTS: Elections Director Correspondence

BACKGROUND: One of the first budget reduction proposals approved by the Board was the
utilization of County employees as Elections Clerks. Such proposal estimated
that the use of County employees (who possess technology skills and are
trained for customer service) to replace paid elections clerks would save the
County, at full implementation, about \$3,105 per election. (County employees
would be paid their normal salary, which is absorbed by their respective
departments, eliminating the cost of half of the assistants typically hired.)

 While the budgeted savings are not slated to occur until the FY 2016-17 budget,
the process was tested with the March primary. Elections Director Ashley Tew
will report on the successful results.

**RECOMMENDED
ACTION OR MOTION:** Receive report

From: Ashley Pate Tew
Sent: Friday, April 15, 2016 3:04 PM
To: Ed Causey <ecausey@sampsonnc.com>
Cc: Susan Holder <susanh@sampsonnc.com>; David Clack <davec@sampsonnc.com>
Subject: County Employees as Election Day Assistants Feedback

Mr. Causey,

On behalf of my Board, as well as myself, we would like to thank you for allowing Sampson County employees to serve as Election Assistants on Election Day. We were absolutely thrilled with not only their enthusiasm and attitude toward working, but with the skills they demonstrated on Election Day! We have heard nothing but positive remarks in regards to all areas of their performance. It appears as though almost every one of them served at the check in station, on the laptop, or passing out ballots, both of which are very important tasks! Everyone commented on their positive attitudes and customer service skills as well.

To be honest, the Board and I were thrilled with this idea, from the beginning. We knew that it would bring new, fresh, smiling faces to the polling places. It would also allow us to train someone "from scratch" so that they learn all of the new rules and such, versus learning more information on top of the years of information the majority of our poll workers have stored from years past. However, we were fully prepared to hear negativity from some, because they were not understanding the full realm of this idea. We were pleasantly surprised, when on election night ALL of our officials came in to return supplies, and were overly pleased with, and bragging on, our County Employees.

The following people attended training and worked on Election Day. They not only attended the training, but they were very involved and open in the discussions held in training. They were not only eager to learn, but also very willing to go to any place that we needed them, and do anything that was asked of them. We were BEYOND thrilled to have them, and would love to have them back EVERY election!!! We also hope that they enjoyed their day, as much as we enjoyed having them, and that their experience will encourage others to try and help in the future!

Ray Jordan- Expo Center- worked at West Clinton precinct
Richard Carr- Administration- worked at Northeast Clinton precinct
Leann Honeycutt- Administration- worked at Southwest Clinton precinct
Robert Libby- Inspections- worked at West Clinton precinct
Lethia Lee- Ag. Extension- worked at Harrells precinct
Robyn J Avery- Health Department- worked at Lakewood precinct
Greta Steffens- Soil and Water- worked at Roseboro precinct
Janice Wood- Economic Development- worked at Turkey precinct
Jessica Johnson- Inspections- worked at Turkey precinct

Brandy Jones from DSS attended training but her daughter got sick the night before the election, so she was unable to work.

Again, we would like to thank the Board of Commissioners, as well as you and the others from Administration that helped us to get this idea going, and incorporate all of the administration guidelines as we did. This was an AMAZING team effort, and we are all very pleased with the outcome, and future of this idea!

Thanks for all you do!

Sincerely,
Ashley

Ashley Pate Few, Director

**Sampson County Board of Elections
120 County Complex Road
Suite 110
Clinton, N.C. 28328
(910) 592-5796**

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 2 (a-b)

Meeting Date: May 2, 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-4-16-1** Planning staff will review a request to rezone approximately 1.75 acres located along US Hwy 421/Spivey’s Corner Highway from RA-Residential Agriculture to C-Commercial. 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 for commercial growth due to the fact this property is located along US Highway 421, at the intersection of Straw Pond School Road. In Section1 Goals and Objectives under Economic Development, Objective 2, Implementation Strategy 1 encourages development of small service-oriented commercial activities at existing intersections or median crossovers on major thoroughfares. Based upon these findings, the Planning Board unanimously recommended **approval** of the rezoning request and the adoption of a zoning consistency statement.

b. **Presentation on Process for Land Use Plan Update** Ms. Rose will offer a brief presentation on the process for updating the County’s land use plan.

RECOMMENDED ACTION OR MOTION:

a. Motion to **approve** rezoning request RZ-4-16-1, 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-4-16-1 is consistent with the goals and objectives of the Sampson County Land Use Plan for commercial growth due to the fact this area is located along US Highway 421 at the intersection of Straw Pond School Road. In Section1 Goals and Objectives under Economic Development, Objective 2, Implementation Strategy 1 encourages development of small service-oriented commercial activities at existing intersections or median crossovers on major thoroughfares.*

b. Direct staff/planning to begin the process of the land use plan update



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: April 18, 2016 Sampson County Planning and Zoning Board Meeting -
County Board of Commissioners May 2, 2016 Agenda Items
Date: April 19, 2016

The following request was addressed by the Planning and Zoning Board at their April 18, 2016 meeting:

RZ-4-16-1 - A rezoning request by Par Five Development Group LLC., to rezone approximately 1.75 acres located along US Hwy 421/Spiveys Corner Highway from RA-Residential Agriculture to C-Commercial was unanimously recommended for approval with the following findings of fact and zoning consistency statement:

1. Larry Naylor has signed the rezoning application as the owner.
2. This rezoning will include approximately 1.75 acres as shown on the attached site map.
3. The property is currently zoned RA-Residential Agriculture. (see attached site map)
4. The area of the property proposed to be rezoned is located along US Hwy 421/Spiveys Corner Highway.
5. The properties to the north, south, east, and west are zoned RA-Residential Agriculture.
6. There is existing commercially zoned property within 700 feet of the proposed property.
7. 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-4-16-1 is consistent with the goals and objectives of the Sampson County Land Use Plan for commercial growth due to the fact this area is located along US Highway 421 at the intersection of Straw Pond School Road. In Section 1 Goals and Objectives under Economic Development, Objective 2, Implementation Strategy 1 encourages development of small service-oriented commercial activities at existing intersections or median crossovers on major thoroughfares.

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
April 18, 2016

Members Present
Steve Parker
Sherri Smith
Debra Bass
Ann Naylor
Gary Henry
Nancy Blackman

Members Absent
Gary Mac Herring

Minutes Approved

Upon a motion by Sherri Smith and seconded by Gary Henry, the minutes of March 21, 2016 meeting were unanimously approved as presented.

RZ-4-16-1

A rezoning request by Par Five Development Group LLC., to rezone approximately 1.75 acres located along North Carolina 421, Spiveys Corner Highway from RA-Residential Agriculture to C-Commercial. (See attached location map)

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

1. Larry Naylor has signed the rezoning application as the owner.
2. This rezoning will include approximately 1.75 acres as shown on the attached site 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 US Hwy 421/ Spiveys Corner Highway.
5. The properties to the north, south, east, and west are zoned RA-Residential Agriculture.
6. There is existing commercially zoned property within 700 feet of the proposed property.
7. 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-4-16-1 is consistent with the goals and objectives of the Sampson County Land Use Plan for commercial growth due to the fact this area is located along US Highway 421 at the intersection of Straw Pond School Road. In Section 1 Goals and Objectives under Economic Development, Objective 2, Implementation Strategy 1 encourages development of small service-oriented commercial activities at existing intersections or median crossovers on major thoroughfares.

DECISION. After Board discussion, Debra Bass moved to recommend approval of this rezoning request as presented with the above referenced zoning consistency statement, the motion was seconded by Nancy Blackman and unanimously recommended for approval by the Board.

Ayes: Unanimous

Tyler Baxter, Planner, with the Clinton-Sampson Planning Department made a brief presentation to the board concerning the proposed update to the existing Sampson County Land Use Plan. Mr. Baxter informed the board staff will be recommending the Planning Board, along with other citizens appointed from the county, and county staff would serve as the steering committee during the update of the Sampson County Land Use Plan. Upon completion of data gathering, public input and final development of the plan, the Planning Board would make a final recommendation to the County Board of Commissioners regarding adoption of the updated plan. He further informed the Board this process would take at least a year to complete, with Planning staff expecting the plan to be complete in mid to late 2017.

There being no further business, the meeting was adjourned at 6:55 p.m.

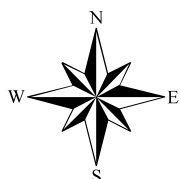
Chairman

Secretary

RZ-4-16-1

Spiveys Corner Highway

RA-Residential Agriculture to C-Commercial



1 inch = 300 feet

	Industrial Zoned Property		Proposed Property
	Commercial Zoned Property		Property Owners Within 100'

Sampson County Land Use Plan



What is a land use plan?

- 5 to 10 year guide created by counties to determine appropriate uses of land within the County
- Countywide goals and objectives will be identified to guide day-to-day decision making as well as long-term policy and map amendment decisions
- Opportunity to develop a long-term vision for the County's development
- NC GS 153A-341 states, "Prior to adopting or rejecting any zoning amendment, the governing board shall adopt a statement describing whether its action is consistent with an adopted comprehensive plan and explaining why the board considers the action taken to be reasonable and in the public interest."



Sample data:

	<u>2001</u>	<u>2015</u>
Total Land in Farms	270,840 acres	291,635 acres
Number of Farms	1,186	1,067
Average Farm Size	228 acres	273 acres

The 2001 Sampson County Land Use plan identified preservation of farmland as a goal. The data above from the NC Department of Agriculture exhibits this goal was met.



What other goals of the 2001 Sampson County Land Use Plan have been met?

- Sampson County Zoning Ordinance adopted (2004)
- Sign/Billboard regulations adopted to meet goal of improving aesthetics of the County (2004)
- Western District Park (2009)
- Sampson County Comprehensive Transportation Plan (2015)
- Water tank at Exit 355 (2016)



Process for developing Land Use Plan

- Gather data concerning existing land uses, infrastructure, population, facilities, etc.
- Bring stakeholders together to obtain public input
 - Steering Committee
 - Planning Board and appointed members by County Commissioners
 - Other County staff (Economic Development, Public Works, Recreation, etc.)
 - State agencies- NC DOT
- Identify Land Development Goals and Objectives
 - Preserve Agriculture, promote economic development, identify where residential growth would be beneficial
- Compile all data and public input into a Land Use Plan document
- Review and recommendation by County Planning Board
- Final consideration and approval by Board of Commissioners



What has been Accomplished?

- Staff has examined the existing Land Use Plan which was adopted in 2001
- Staff has reached out to County Departments and State agencies
 - Sampson County Economic Development
 - NC DOT
- Staff has begun data gathering
 - Appendices
 - Charts
 - Maps



Next Steps

- Continue data gathering
- Appoint Steering Committee
 - Planning Board
 - Members from each County Commissioner district
- Gather County staff input and data
- Initial Steering Committee Meeting – June 2016



Questions





Resolution Approving Agreement with Farm Fresh Produce Packing, Inc.

WHEREAS -

For the past several months, representatives of Sampson County and others have been working with representatives of **Farm Fresh Produce Packing, Inc.**, concerning the company's desire to expand their sweet potato packing operations, including converting a 20,000 square foot building into packing facilities and the construction of curing barns operations in the County.

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

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

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

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

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

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

Year 1 \$12,000

Year 2 \$12,000

Year 3 \$12,000

Year 4 \$12,000

Year 5 \$12,000

Total \$60,000

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

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

Adopted this 2nd day of May, 2016.

Chairman

ATTEST:

Clerk to the Board

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 3 (b)

Meeting Date: May 2, 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: Consideration of Interlocal Agreements for Law Enforcement Services between Sampson County Sheriff's Department and the Towns of Roseboro and Garland

DEPARTMENT: Sheriff's Department
Finance Department
Towns of Roseboro, Garland

PUBLIC HEARING: No

CONTACT PERSON: Edwin W. Causey, County Manager
David Clack, Finance Officer
Sheriff Jimmy Thornton
Municipal Representatives

PURPOSE: To consider approval of revised interlocal agreements between the Sheriff's Department and the Towns of Roseboro and Garland for law enforcement services

ATTACHMENTS: Proposed Revised Contracts for Roseboro and Garland

BACKGROUND: As a part of our budget reduction efforts, we continue to review all contracts and processes to ensure that our expenditures are, to the fullest extent possible, matched by sufficient revenues. For that reason our interlocal agreements between the Sheriff's Department and the municipalities of Roseboro and Garland have been reviewed and revised to more closely reflect the County's costs and the expectations of each party. Mr. Causey, Mr. Clack and Sheriff Thornton will provide information on the contract revisions.

The towns have been provided copies of the revised contracts and have been invited to attend the meeting to offer comments.

RECOMMENDED ACTION OR MOTION: Approve contracts as revised

STATE OF NORTH CAROLINA
COUNTY OF SAMPSON

**INTERLOCAL AGREEMENT FOR
PROVISION OF LAW ENFORCEMENT
SERVICES**

THIS INTERLOCAL AGREEMENT FOR PROVISION OF LAW ENFORCEMENT SERVICES (“Agreement”), executed on the ____ day of May 2016 and effective as of July 1, 2016 (the “Effective Date”), by and between the TOWN OF ROSEBORO (the “Town”), a body corporate and politic existing pursuant to the laws of the State of North Carolina; SAMPSON COUNTY (the “County”), a body corporate and politic and political subdivision of the State of North Carolina; and the SHERIFF OF SAMPSON COUNTY (the “Sheriff”).

WITNESSETH:

WHEREAS, Article 20 of Chapter 160A of the North Carolina General Statutes grants governmental units the authority to contract with other governmental units for, inter alia, the contractual exercise by one unit for one or more units of any power, function, public enterprise, right, privilege or immunity of local government;

WHEREAS, the Town does not currently have a municipal police department or other law enforcement agency with which the Sheriff could enter a Mutual Assistance Agreement as authorized by Article 13 of Chapter 160A of the North Carolina General Statutes;

WHEREAS, the Town desires that the Sheriff provide law enforcement services within the corporate municipal limits and extraterritorial jurisdiction of the Town; and

WHEREAS, the Town and the County have determined that it is economically beneficial and in the best interest of the public’s health, safety and welfare to enter into this Agreement for the Sheriff’s provision of law enforcement and related functions within the Town’s jurisdiction, as identified above, and the Sheriff has indicated his consent to providing said functions.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements set forth in this Agreement and pursuant to the general power and authority that the Town and County have to enter into such a contractual arrangement under Article 20 of Chapter 160A of the North Carolina General Statutes, the parties hereto agree as follows:

1. PURPOSE. The purpose of this Agreement is to evidence the Sheriff’s provision of law enforcement and related functions within the Town’s jurisdiction in light of the fact that the Town does not currently have its own law enforcement agency and to set forth the respective duties and responsibilities of the parties hereto.

2. DURATION. This Agreement shall be effective as of the Effective Date above and shall remain in full force and effect from said date until midnight on June 30, 2017. The Agreement shall be subject to automatic renewal on July 1st of each subsequent year unless it is terminated in writing by one of the parties not less than sixty (60) days prior to the expiration of the term.

With regard to potential inflation, each fiscal year the County and the Sheriff shall have the right to review the contract price set forth herein in order to determine the actual cost of providing the services described herein. The Consumer Price Index for the South Region (US Bureau of Labor Statistics), for the previous fiscal year, shall be used as the measure of inflation for the annual cost. Not less than ninety (90) days prior to the expiration of the Agreement term, the County and Sheriff shall provide to the Town with the new contract price for the coming fiscal year.

3. NO JOINT AGENCY. This Agreement shall not be construed to establish a joint agency between or among the parties. At all times during which this Agreement is in effect, the relationship between the governmental units shall be contractual in nature.

4. PERSONNEL. All the personnel necessary to the performance of this Agreement shall be selected and appointed by, and shall serve at the pleasure of, the Sheriff pursuant to such personnel policies and conditions of employment as the Sheriff shall establish.

5. OBLIGATIONS OF PARTIES. The parties covenant and agree as follows:

a. The Town shall pay the County the sum of \$20,044 per month for the services to be provided by the Sheriff through the fiscal year ending June 30, 2017. Monthly payments shall be made in advance of the tenth (10th) day of each month for which payment is due. The parties shall negotiate the rate for any succeeding fiscal year as provided in Section 2 of this Agreement.

b. The Town agrees and consents that it shall not have any right nor claim against any forfeitures or seizures of money or property obtained or made by the Sheriff incident to the investigation or prosecution of any criminal activity or the arrest of any person for crimes alleged to have been committed within the Town's jurisdiction.

c. The Town shall provide the office space formerly used by the Town's municipal police department for the use of the Sheriff and shall provide or pay the cost of all utilities.

d. In connection with the exercise of the powers, duties and authority set forth in this Agreement, the Town, its agents and employees, shall have no responsibility or obligation, legal or otherwise, to provide for, supervise, insure or otherwise guarantee that the acts and procedures used by the Sheriff, its agents, officials and employees, are required, necessary, appropriate or sufficient to meet any standard of care, rule, regulation, or operational procedure in provision of services pursuant hereto.

e. The Sheriff shall provide two (2) full-time, assigned deputies, a Master Deputy and one Sergeant, to perform law enforcement services for the Town. In addition, the Sheriff shall provide coverage to the Town through emergency and non-emergency communications twenty-four (24) hours a day, seven (7) days a week. Said personnel shall remain under the direction of the Sheriff, and the Sheriff shall be responsible for providing all employee compensation, insurance and other benefits to

which said personnel are by law entitled. Provided however, from time to time personnel assigned to the Town will be out for vacation, sick, attending training or responding to an emergency in another location outside of the Town. During these times, the zone car will provide coverage for the Town. The Sheriff shall be responsible for emailing the monthly schedule to the Mayor before the beginning of each month. Also, the Sheriff will communicate to the Mayor high profile arrests, criminal activity and enforcement actions. The Mayor will also be told of personnel changes in a timely manner.

f. The Sheriff shall seek criminal enforcement of the law within the Town's jurisdiction, including enforcement of the Town's ordinances, provided that The Town shall provide the Sheriff with certified true copies of all criminal ordinances adopted by the Town within thirty (30) days of their adoption;

g. The Sheriff or his designated representative shall attend the meetings of the Town's governing board and provide monthly reports to include the number of arrests, seizures, information on crime prevention programs and activities conducted by the Sheriff within the Town's jurisdiction.

h. In connection with the exercise of the powers, duties and authority set forth in this Agreement, the Sheriff, its agents and employees shall have no responsibility or obligation, legal or otherwise, to provide for, supervise, insure or otherwise guarantee that the acts and procedures used by the Town, its agents, officials and employees, are required, necessary, appropriate or sufficient to meet any standard of care, rule, regulation or operational procedure in the provision of services pursuant hereto.

i. The County shall fund the Sheriff the full amount of the payments made by the Town for the purposes stated in this Agreement, which includes the maintenance and replacement of all vehicles and equipment used in the provision of these services.

6. OWNERSHIP AND DISPOSITION OF PROPERTY.

All equipment utilized for the provision of the law enforcement services described herein is the sole property of the County, the Town having previously transferred any interest it had in any such equipment to the County under a prior Interlocal Agreement.

7. AMENDMENTS. This Agreement may not be modified or amended except by subsequent written agreement authorized by the governing bodies of each local government by resolution pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes and by consent of the Sheriff.

8. TERMINATION.

a. Termination by Notice. This Agreement may be terminated by either party by giving sixty (60) days written notice of its intent to terminate to the other parties by certified mail, return receipt requested to the Town, the County and the Sheriff; provided, however, that in the event that termination notice is given, the intention of the

parties is that the Sheriff will continue providing law enforcement services under the existing contract price until the Town can implement its own law enforcement agency.

b. Termination by Breach. This Agreement may be terminated at the election of any other party if one of the parties fails to fulfill any of its obligations under this Agreement and fails to cure said breach after ten (10) days written notice by the party seeking termination hereunder. The notice of termination shall describe the nature of the breach, and all parties shall act in good faith to resolve the issues giving rise to the notice of termination. If the parties cannot resolve the issues giving rise to the notice of termination, this Agreement shall terminate; provided, however, that in the event of such termination for breach, the Sheriff shall provide such law enforcement services for the Town as is customary and usual under the existing contract price until the Town can implement its own law enforcement agency.

9. INDEMNIFICATION. The parties agree, to the extent permitted by the laws of the State of North Carolina, as follows:

a. The Town shall hold harmless and indemnify the County and the Sheriff, their officials, agents and employees, from any claim, obligation or liability for injury or death to any person, whether owner, tenant, occupant, guest, bystander, employee, official or otherwise, which damage or death arises out of the administration of the powers, duties and authority by the Town in carrying out the provisions of this Agreement; provided, however, that the Town shall not be required to hold harmless and indemnify the County and the Sheriff, their officials, agents and employees from any claim, obligation or liability for death, injury or destruction which is caused by the County and/or Sheriff, their officials, agents and employees.

b. The County and the Sheriff shall hold harmless and indemnify the Town, its officials, agents and employees, from any claim, obligation or liability for injury or death to any person, whether owner, tenant, occupant, guest, bystander, employee, official or otherwise, which damage or death arises out of the administration of the powers, duties and authority by the County and/or Sheriff in carrying out the provisions of this Agreement; provided, however, that the County and/or Sheriff shall not be required to hold harmless and indemnify the Town, its officials, agents and employees from any claim, obligation or liability for death, injury or destruction which is caused by the Town, its officials, agents and employees.

10. REMEDIES. This Agreement shall be enforceable by any party by all remedies available at law or equity, including, but not limited to, specific performance. Failure or delay to exercise any right, remedy or privilege hereunder shall not operate as a waiver of such right, remedy or privilege nor prevent subsequent enforcement.

11. GOVERNING LAW. This Agreement shall be construed and interpreted in accordance with the laws of the State of North Carolina.

12. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties and no statement, oral or written, made by any of the parties or any agent of any of the parties that is not contained in this written Agreement shall be valid or binding.

13. NOTICES. All notices and communications required or permitted under this Agreement shall be in writing and, where specified herein, by certified mail, return receipt requested, addressed as follows:

Town of Roseboro
Attn: Mayor
PO Box 848
Roseboro, NC 28382

Sampson County
Attn: County Manager
406 County Complex Rd., Bldg. C, Ste. 110
Clinton, NC 2832

Sampson County Sheriff's Office
Attn: Sheriff
112 Fontana St.
Clinton, NC 28328

IN WITNESSETH WHEREOF, the parties have executed this Agreement in triplicate originals, the same having been approved by resolution of the respective governing bodies of the Town and the County as well as the Sheriff as of the Effective Date.

TOWN OF ROSEBORO

By: _____
Alice Butler, Mayor

ATTEST:

By: _____
Town Clerk

SAMPSON COUNTY

By: _____
Billy C. Lockamy, Chairman,
Sampson County Bd. of Comm'rs

ATTEST:

By: _____
Susan J. Holder, Clerk

SHERIFF OF SAMPSON COUNTY

By: _____
Jimmy Thornton, Sheriff

STATE OF NORTH CAROLINA
COUNTY OF SAMPSON

**INTERLOCAL AGREEMENT FOR
PROVISION OF LAW ENFORCEMENT
SERVICES**

THIS INTERLOCAL AGREEMENT FOR PROVISION OF LAW ENFORCEMENT SERVICES (“Agreement”), executed on the ____ day of May 2016 and effective as of July 1, 2016 (the “Effective Date”), by and between the TOWN OF GARLAND (the “Town”), a body corporate and politic existing pursuant to the laws of the State of North Carolina; SAMPSON COUNTY (the “County”), a body corporate and politic and political subdivision of the State of North Carolina; and the SHERIFF OF SAMPSON COUNTY (the “Sheriff”).

WITNESSETH:

WHEREAS, Article 20 of Chapter 160A of the North Carolina General Statutes grants governmental units the authority to contract with other governmental units for, inter alia, the contractual exercise by one unit for one or more units of any power, function, public enterprise, right, privilege or immunity of local government;

WHEREAS, the Town does not currently have a municipal police department or other law enforcement agency with which the Sheriff could enter a Mutual Assistance Agreement as authorized by Article 13 of Chapter 160A of the North Carolina General Statutes;

WHEREAS, the Town desires that the Sheriff provide law enforcement services within the corporate municipal limits and extraterritorial jurisdiction of the Town; and

WHEREAS, the Town and the County have determined that it is economically beneficial and in the best interest of the public’s health, safety and welfare to enter into this Agreement for the Sheriff’s provision of law enforcement and related functions within the Town’s jurisdiction, as identified above, and the Sheriff has indicated his consent to providing said functions.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements set forth in this Agreement and pursuant to the general power and authority that the Town and County have to enter into such a contractual arrangement under Article 20 of Chapter 160A of the North Carolina General Statutes, the parties hereto agree as follows:

1. PURPOSE. The purpose of this Agreement is to evidence the Sheriff’s provision of law enforcement and related functions within the Town’s jurisdiction in light of the fact that the Town does not currently have its own law enforcement agency and to set forth the respective duties and responsibilities of the parties hereto.

2. DURATION. This Agreement shall be effective as of the Effective Date above and shall remain in full force and effect from said date until midnight on June 30, 2017. The Agreement shall be subject to automatic renewal on July 1st of each subsequent year unless it is terminated in writing by one of the parties not less than sixty (60) days prior to the expiration of the term.

With regard to potential inflation, each fiscal year the County and the Sheriff shall have the right to review the contract price set forth herein in order to determine the actual cost of providing the services described herein. The Consumer Price Index for the South Region (US Bureau of Labor Statistics), for the previous fiscal year, shall be used as the measure of inflation for the annual cost. Not less than ninety (90) days prior to the expiration of the Agreement term, the County and Sheriff shall provide to the Town with the new contract price for the coming fiscal year.

3. NO JOINT AGENCY. This Agreement shall not be construed to establish a joint agency between or among the parties. At all times during which this Agreement is in effect, the relationship between the governmental units shall be contractual in nature.

4. PERSONNEL. All the personnel necessary to the performance of this Agreement shall be selected and appointed by, and shall serve at the pleasure of, the Sheriff pursuant to such personnel policies and conditions of employment as the Sheriff shall establish.

5. OBLIGATIONS OF PARTIES. The parties covenant and agree as follows:

a. The Town shall pay the County the sum of \$9,369 per month for the services to be provided by the Sheriff through the fiscal year ending June 30, 2017. Monthly payments shall be made in advance of the tenth (10th) day of each month for which payment is due. The parties shall negotiate the rate for any succeeding fiscal year as provided in Section 2 of this Agreement.

b. The Town agrees and consents that it shall not have any right nor claim against any forfeitures or seizures of money or property obtained or made by the Sheriff incident to the investigation or prosecution of any criminal activity or the arrest of any person for crimes alleged to have been committed within the Town's jurisdiction.

c. The Town shall provide the office space formerly used by the Town's municipal police department for the use of the Sheriff and shall provide or pay the cost of all utilities.

d. In connection with the exercise of the powers, duties and authority set forth in this Agreement, the Town, its agents and employees, shall have no responsibility or obligation, legal or otherwise, to provide for, supervise, insure or otherwise guarantee that the acts and procedures used by the Sheriff, its agents, officials and employees, are required, necessary, appropriate or sufficient to meet any standard of care, rule, regulation, or operational procedure in provision of services pursuant hereto.

e. The Sheriff shall provide two (2) full-time, assigned deputies, a Master Deputy and one Sergeant, to perform law enforcement services for the Town. In addition, the Sheriff shall provide coverage to the Town through emergency and non-emergency communications twenty-four (24) hours a day, seven (7) days a week. Said personnel shall remain under the direction of the Sheriff, and the Sheriff shall be responsible for providing all employee compensation, insurance and other benefits to

which said personnel are by law entitled. Provided however, from time to time personnel assigned to the Town will be out for vacation, sick, attending training or responding to an emergency in another location outside of the Town. During these times, the zone car will provide coverage for the Town. The Sheriff shall be responsible for emailing the monthly schedule to the Mayor before the beginning of each month. Also, the Sheriff will communicate to the Mayor high profile arrests, criminal activity and enforcement actions. The Mayor will also be told of personnel changes in a timely manner.

f. The Sheriff shall seek criminal enforcement of the law within the Town's jurisdiction, including enforcement of the Town's ordinances, provided that The Town shall provide the Sheriff with certified true copies of all criminal ordinances adopted by the Town within thirty (30) days of their adoption;

g. The Sheriff or his designated representative shall attend the meetings of the Town's governing board and provide monthly reports to include the number of arrests, seizures, information on crime prevention programs and activities conducted by the Sheriff within the Town's jurisdiction.

h. In connection with the exercise of the powers, duties and authority set forth in this Agreement, the Sheriff, its agents and employees shall have no responsibility or obligation, legal or otherwise, to provide for, supervise, insure or otherwise guarantee that the acts and procedures used by the Town, its agents, officials and employees, are required, necessary, appropriate or sufficient to meet any standard of care, rule, regulation or operational procedure in the provision of services pursuant hereto.

i. The County shall fund the Sheriff the full amount of the payments made by the Town for the purposes stated in this Agreement, which includes the maintenance and replacement of all vehicles and equipment used in the provision of these services.

6. OWNERSHIP AND DISPOSITION OF PROPERTY.

All equipment utilized for the provision of the law enforcement services described herein is the sole property of the County, the Town having previously transferred any interest it had in any such equipment to the County under a prior Interlocal Agreement.

7. AMENDMENTS. This Agreement may not be modified or amended except by subsequent written agreement authorized by the governing bodies of each local government by resolution pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes and by consent of the Sheriff.

8. TERMINATION.

a. Termination by Notice. This Agreement may be terminated by either party by giving sixty (60) days written notice of its intent to terminate to the other parties by certified mail, return receipt requested to the Town, the County and the Sheriff; provided, however, that in the event that termination notice is given, the intention of the

parties is that the Sheriff will continue providing law enforcement services under the existing contract price until the Town can implement its own law enforcement agency.

b. Termination by Breach. This Agreement may be terminated at the election of any other party if one of the parties fails to fulfill any of its obligations under this Agreement and fails to cure said breach after ten (10) days written notice by the party seeking termination hereunder. The notice of termination shall describe the nature of the breach, and all parties shall act in good faith to resolve the issues giving rise to the notice of termination. If the parties cannot resolve the issues giving rise to the notice of termination, this Agreement shall terminate; provided, however, that in the event of such termination for breach, the Sheriff shall provide such law enforcement services for the Town as is customary and usual under the existing contract price until the Town can implement its own law enforcement agency.

9. INDEMNIFICATION. The parties agree, to the extent permitted by the laws of the State of North Carolina, as follows:

a. The Town shall hold harmless and indemnify the County and the Sheriff, their officials, agents and employees, from any claim, obligation or liability for injury or death to any person, whether owner, tenant, occupant, guest, bystander, employee, official or otherwise, which damage or death arises out of the administration of the powers, duties and authority by the Town in carrying out the provisions of this Agreement; provided, however, that the Town shall not be required to hold harmless and indemnify the County and the Sheriff, their officials, agents and employees from any claim, obligation or liability for death, injury or destruction which is caused by the County and/or Sheriff, their officials, agents and employees.

b. The County and the Sheriff shall hold harmless and indemnify the Town, its officials, agents and employees, from any claim, obligation or liability for injury or death to any person, whether owner, tenant, occupant, guest, bystander, employee, official or otherwise, which damage or death arises out of the administration of the powers, duties and authority by the County and/or Sheriff in carrying out the provisions of this Agreement; provided, however, that the County and/or Sheriff shall not be required to hold harmless and indemnify the Town, its officials, agents and employees from any claim, obligation or liability for death, injury or destruction which is caused by the Town, its officials, agents and employees.

10. REMEDIES. This Agreement shall be enforceable by any party by all remedies available at law or equity, including, but not limited to, specific performance. Failure or delay to exercise any right, remedy or privilege hereunder shall not operate as a waiver of such right, remedy or privilege nor prevent subsequent enforcement.

11. GOVERNING LAW. This Agreement shall be construed and interpreted in accordance with the laws of the State of North Carolina.

12. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties and no statement, oral or written, made by any of the parties or any agent of any of the parties that is not contained in this written Agreement shall be valid or binding.

13. NOTICES. All notices and communications required or permitted under this Agreement shall be in writing and, where specified herein, by certified mail, return receipt requested, addressed as follows:

Town of Garland
Attn: Mayor
PO Box 207
Garland, NC 28441

Sampson County
Attn: County Manager
406 County Complex Rd., Bldg. C, Ste. 110
Clinton, NC 2832

Sampson County Sheriff's Office
Attn: Sheriff
112 Fontana St.
Clinton, NC 28328

IN WITNESSETH WHEREOF, the parties have executed this Agreement in triplicate originals, the same having been approved by resolution of the respective governing bodies of the Town and the County as well as the Sheriff as of the Effective Date.

TOWN OF GARLAND

By: _____
Winifred Hill Murphy, Mayor

ATTEST:

By: _____
Town Clerk

SAMPSON COUNTY

By: _____
Billy C. Lockamy, Chairman,
Sampson County Bd. of Comm'rs

ATTEST:

By: _____
Susan J. Holder, Clerk

SHERIFF OF SAMPSON COUNTY

By: _____
Jimmy Thornton, Sheriff

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 3 (c)

Meeting Date: May 2, 2016

Information Only
 Report/Presentation
 Action Item
 Consent Agenda

Public Comment
 Closed Session
 Planning/Zoning
 Water District Issue

SUBJECT: Budget Reduction Proposal

DEPARTMENT: Library

PUBLIC HEARING: No

CONTACT PERSON: Edwin W. Causey, County Manager
Heather Bonney, Library Director

PURPOSE: To consider approval of a budget reduction proposal

ATTACHMENTS: Excel Spreadsheet; Budget Reduction Proposal from Library (LIB 002)

BACKGROUND: In our continuing budget reduction process, the County Manager will review a second budget reduction proposal from the Library. Library Director Heather Bonney 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

SAMPSON-CLINTON PUBLIC LIBRARY SYSTEM

217 Graham Street
Clinton, North Carolina 28328
910-592-4153

TO: David Clack, Finance Officer
FROM: Heather Bonney, Library Director
RE: 2016-17 Budget Proposal addendum, cost reduction
DATE: April 19, 2016
CC: Edwin Causey, County Manager

The library is pleased to submit an adjustment to our budget proposal for next year which will also become a continuing cost reduction.

We have had a recent resignation of a Library Assistant I. While a loss to us in an experienced employee, we can capitalize on the staffing change by converting the one full-time position into two part-time positions. The availability of two part-time employees affords the library more flexibility in staffing branch library facilities.

In addition to being a positive change for the patrons and the staff, the County will save over \$15,600 bringing the library's contribution to the County's cost savings efforts (if my calculations are correct) to over \$97,260 overall.

COUNTY OF SAMPSON

DEPARTMENTAL COST REDUCTION PROPOSAL

Department: Library

Proposal Name: FT Library Assistant I Split Proposal Number: LIB002

Executive Summary:

1. Library Assistant I exists as a Full Time position at Clinton subbing between 3 branches.
2. Position will be split into two part-time position permanently fixed at Garland and Newton Grove with hours at Clinton on Saturdays.
3. There will be no benefits and 2 hours per week will be cut.
4. Implementation begins May 2016 and continues.
5. The most to be saved in FY 15-16 would be \$3,225. However, the ongoing savings in FY 16-17 will be \$15,621.

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

	Salary	Fica & Medicare	Health	Dental	401	Retirement	Total Cost
FT	\$22,116	\$1,691	\$10,788	\$363	\$1,105	\$1,510	\$37,573
PT (2)	\$20,392	\$1,560	--	--	--	--	\$21,952
					Total Savings		\$15,621

Anticipated Staffing Impact:

1. Staff reductions? There will only be a loss of 2 staff hours.

Anticipated Impact to Other Departments/Agencies:

1. Other departments involved in proposal? There are no other departments involved in this proposal.

Anticipated Impact to Citizens/Customer Service:

1. Does this enhance customer service/provide an efficiency or add value to a service? Will this have any negative impact on convenience to citizens? There are no negative impacts. In fact, this will have a positive impact on the patrons in that we will provide one staff member to serve their community with whom they will grow more familiar and develop a relationship.

Anticipated Technology Impact:

1. Will the proposal necessitate any technology improvements/changes? No.

		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	\$ -

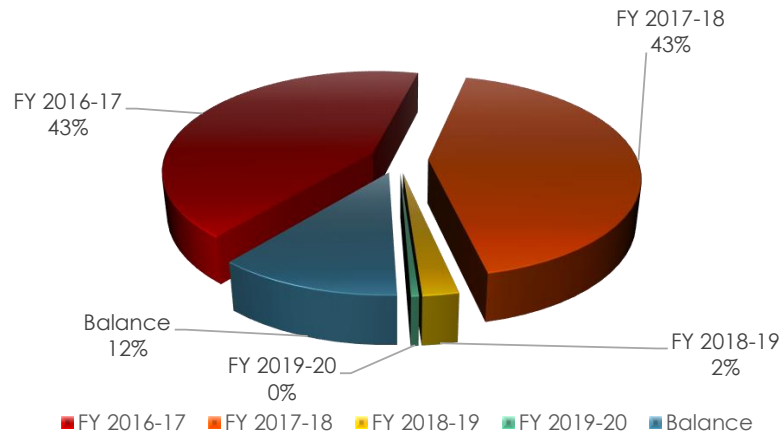
		ANTICIPATED COST SAVINGS			
Department Proposal Number	Proposal Description	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20
April-16					
DSS 001	Medicaid Transportation Admin. Savings	\$ 150,000.00			
April Totals		\$ 150,000.00	\$ -	\$ -	\$ -

		ANTICIPATED COST SAVINGS			
Department Proposal Number	Proposal Description	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20
May-16					
LIB 002	FT Library Assistant I Split	\$ 15,621.00			
May Totals		\$ 15,621.00	\$ -	\$ -	\$ -

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	\$ 511,531.42	\$ 513,183.84	\$ 27,892.29	\$ 6,069.91
Reductions Yet to Achieve	\$ (166,034.42)	\$ (89,236.84)	\$ 396,054.71	

Total mandated Reductions	\$ 1,193,391.00
Total Approved to Date	\$ 1,052,607.55
Balance	\$ 140,783.45



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: May 2, 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: Appointments

DEPARTMENT: Governing Body

PUBLIC HEARING: No

CONTACT PERSON: Vice Chairperson Sue Lee

PURPOSE: To consider appointments to various boards and commissions

Mid Carolina Aging Advisory Board

We have been made aware of two vacancies on this Board – an elected official and one volunteer/consumer. However, we have also learned that one of our current appointees, Mary Brown, can fulfill the elected official required seat (as an elected school board member), so our appointees can be two volunteers/consumers.

Social Services Board

Mr. Franklin Brown, the DSS Board Chair, has expressed interested in being reappointed for a second three year term, as one of the Board of Commissioners' appointees. The next term would be effective July 1, 2016 through June 30, 2019.

Convention and Visitors Bureau (City seat)

The Clinton City Council voted to recommend Mrs. Deborah Hall for reappointment to the Sampson County Convention and Visitors Bureau Board (CVB). The City Council made this recommendation in accordance with Article III, Section 2 of the CVB bylaws. The City Council asks the Sampson County Board of Commissioners to consider and reappoint Mrs. Hall to serve on the CVB for a three-year term beginning July 1, 2016.

Board of Health

Cherish Naylor is unable to complete her term on the Board of Health. The Board of Health has requested that Charlotte Harrell be appointed to fill the seat and meet the requirements of a pharmacist on the Board.



North Carolina Department of Health and Human Services
Division of Social Services – Social Services Commission

Pat McCrory,
Governor

Wayne E. Black
Division Director

Richard O. Brajer
DHHS Secretary

Larry W. Potts
Chairman

March 22, 2016

MEMORANDUM

TO: Sarah Bradshaw, Director
Sampson County Department of Social Services

FROM: Angela Green *Angela R Green*
Staff to the Social Services Commission

RE: Notice of Expiration of Term of County Commissioner Appointees to
Local Social Services Boards

According to our records, the term of **Franklin Brown** expires on June 30, 2016. This board member is eligible for reappointment. If your records indicate that this information is incorrect, please contact me as soon as possible. Please share this information with your County Board of Social Services. Information regarding the limitation of terms is as follows.

G.S. 108A-4: Terms of Appointment

“Each member of a county board of social services shall serve for a term of three years. No member may serve more than two consecutive terms. Notwithstanding the previous sentence, the limitation on consecutive terms does not apply if the member of the social services board was a member of the board of county commissioners at any time during the first two consecutive terms, and is a member of the board of county commissioners at the time of reappointment.”

In summary, if a social services board member has served two consecutive terms and is a county commissioner on June 30, 2016, that person can be reappointed.

G.S. 108A-6: Members Filling an Unexpired Term

All appointments made to fill vacancies "... shall be for the remainder of the former member's term of office and shall not constitute a term for the purposes of G. S. 108A-4."

Please provide the information regarding the new appointee by submitting the attached form to me via email at angela.green@dhhs.nc.gov. or by mailing to my attention at:

N.C. Social Services Commission
2401 Mail Service Center
Raleigh, North Carolina 27699-2401

www.ncdhhs.gov • www.ncdhhs.gov/dss
Tel 919-527-6335 • Fax 919-334-1018

Location: McBryde Bldg. • 820 S. Boylan Avenue • Raleigh, NC 27603
Mailing Address: 2401 Mail Service Center • Raleigh, NC 27699-2401
An Equal Opportunity / Affirmative Action Employer





April 19, 2016

Sampson County Board of Commissioners
Attn: Susan Holder
406 County Complex Road
Clinton, NC 28328

Re: Sampson County CVB Appointment

Dear Chairman Lockamy & Board of Commissioner:

Please allow this letter to serve as notice that at its April 5, 2016, meeting, the Clinton City Council voted to recommend Mrs. Deborah Hall for reappointment to the Sampson County Convention and Visitors Bureau Board (CVB). The City Council makes this recommendation in accordance with Article III, Section 2 of the CVB bylaws. The City Council asks the Sampson County Board of Commissioners to consider and reappoint Mrs. Hall to serve on the CVB for a three-year term beginning July 1, 2016.

Should you have any questions, please feel free to contact me at (910) 592-1961.

Sincerely,

Shawn Purvis
City Manager

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
Subject: Board of Health Appointment
Date: April 20, 2016

This is written to request the appointment of Charlotte Harrell to the Sampson County Board of Health. This appointment is to replace Cherish Naylor who is unable to complete her term on the board.

This appointment is for a three year term and will meet the requirements of a pharmacist on the board.

Your assistance is much appreciated.

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 4

Meeting Date: May 2, 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

SUBJECT: Consent Agenda

DEPARTMENT: Administration/Multiple Departments

ITEM DESCRIPTIONS/ATTACHMENTS:

- a. Approve the minutes of the April 4, 2016 meeting
- b. Adopt a resolution proclaiming May 2016 as Older Americans Month
- c. Adopt a resolution supporting designation of portions of NC 24 as Gold Star Highway
- d. Approve revised Drug and Alcohol Testing Policy for Sampson Area Transportation (updates per Federal Transit Authority regulation changes)
- e. Adopt a resolution declaring certain vehicles, furniture and equipment as surplus and directing staff to dispose of them at public auction
- f. Approve coding and fee schedule updates as recommended by the Sampson County Board of Health
- g. Approve the execution of the Field Internship Agreement between Wayne Community College and Sampson County EMS
- h. Approve late property tax exemption application from Innovative Owners 64, LLC (solar energy electric system)
- i. Approve tax refunds as submitted
- j. Approve lottery fund applications for Clinton City and Sampson County Schools
- k. Approve budget amendments as submitted

RECOMMENDED

ACTION OR MOTION: Motion to approve Consent Agenda as presented

The Sampson County Board of Commissioners convened for their regular meeting at 7:00 p.m. on Monday, April 4, 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 Kirby Jr., Harry Parker and Clark H. Wooten.

The Chairman convened the meeting and called upon Assistant County Manager Susan Holder for the invocation. Commissioner Parker then led the Pledge Allegiance.

Approval of Agenda

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

Roads

Keith Eason, NCDOT Highway Maintenance Engineer, was not present.

Item 1: Reports and Presentations

Triangle South Workforce Development Overview Director of Workforce Development & WIA Rosalind Cross provided the Board with an update on the Triangle South Workforce Development Board (WDB). Ms. Cross informed the Board that the WDB is under new legislation, Workforce Innovation Opportunities Act (WIOA). WIOA mandates that all Sampson County's members appointed to the Workforce Development Board must meet eligibility guidelines of the WIOA, and there have been changes to this federal mandate, including a reduction in the number and eligibility criteria for board members. She then highlighted WIOA focus areas: increasing education; increasing training and employment for individuals with employment barriers such as lacking a high school diploma or layoffs. Another goal is to develop a comprehensive system, which would include improving the quality and relevance of the labor market of the workforce investment system. Ms. Cross then provided a brief overview on WIOA programs, including the Youth Program, Adult Program, Dislocated Program, Income and Workforce Development, and On-the-Job Training Program (OJT), noting that the Youth Program, Adult Program and Dislocated Program are provided locally in Clinton, NC.

Commissioner Kirby inquired why Sampson Community College (SCC) elected not to apply for the current fiscal year. Ms. Cross attributed the decision to not apply to

new legislation adjustments, as well as to SCC's busy schedule. Ms. Cross concluded by providing dates for upcoming Board meetings and inviting Board members and Administration personnel. Commissioner Parker expressed his thanks for providing program insight to the Board. Commissioner Kirby asked Ms. Cross if WDB had positively impacted Sampson County clients. Ms. Cross stated that statistics show that 80 percent of the clients who participate in the educational or training opportunities obtain gainful employment.

Community Child Protection Team Annual Report/Child Abuse Awareness Activities Social Work Supervisor III Lynn Fields and Child Advocacy Center (CAC) representative Shannon Blanchard presented the Child Abuse Prevention Month activities and the Community Child Protection Team (CCPT) Annual Report. Ms. Fields provided a brief overview of the Child Abuse Prevention activities, followed by informing the Board of the resolution proclaiming April as Child Abuse Prevention Month in Sampson County. Ms. Blanchard then presented the CCPT Annual Report, highlighting key subjects including: the lack of effective mental health services for families without Medicaid assistance and families financially incapable of providing insurance and the lack of immediately available resources for the Spanish speaking population. Ms. Blanchard shared the CAC's future plans to relocate to a space of their own. Ms. Blanchard concluded by reiterating the Child Abuse Prevention activities and encouraging all to participate. Commissioner Kirby asked who was responsible for the forensic interviews and if there were needs for an increase in staff. Ms. Blanchard replied that she conducted all forensic interviews, and that due to the demands of the programs, there was indeed a need for more staff.

Item 2: Planning and Zoning

RZ-3-16-1 Chairman Lockamy called the hearing to order and recognized Planning Director Mary Rose who reviewed a request to rezone approximately 1.07 acres located along Roseboro Highway (NC 24) from RA-Residential Agriculture to C-Commercial. The Planning Board has heard certain findings of fact and determined that the request was consistent with the goals and objectives of the Sampson County Land Use Plan for commercial growth due to the fact this property is located along US Highway 24, a major thoroughfare designated as a Commercial Growth Area in Section 1 of the Sampson County Land Use Plan. She noted that are existing commercially zoned properties east of the property. Commissioner Parker inquired if the properties were across the street from one another, and Ms. Rose verified that to be fact. There were no comments presented from the floor, so the hearing was closed. Upon a motion made by Chairman Lockamy and seconded by Commissioner Parker, the Board voted unanimously to approve rezoning request RZ-3-16-1, accepting the presented findings of fact and making the following 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-3-16-1*

is consistent with the goals and objectives of the Sampson County Land Use Plan for commercial growth due to the fact this area is located along US Highway 24, a major thoroughfare designated as a Commercial Growth Area in Section 1 of the Sampson County Land Use Plan.

RZ-3-16-2 Chairman Lockamy called the hearing to order and recognized Planning Director Mary Rose who reviewed a request to rezone approximately 1.0 acres located along Roseboro Highway (NC 24) from RA-Residential Agriculture to C-Commercial. The Planning Board has heard certain findings of fact and determined that the request was consistent with the goals and objectives of the Sampson County Land Use Plan for commercial growth due to the fact this property is located along US Highway 24, a major thoroughfare designated as a Commercial Growth Area in Section 1 of the Sampson County Land Use Plan. Ms. Rose included that there is existing commercially zoned property within 1,800 feet of the proposed property and that all adjoining property owners have been notified. There were no comments presented from the floor, so the hearing was closed. Upon a motion made by Commissioner Parker and seconded by Vice Chairperson Lee, the Board voted unanimously to approve rezoning request RZ-3-16-2, accepting the presented findings of fact and making the following 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-3-16-2 is consistent with the goals and objectives of the Sampson County Land Use Plan for commercial growth due to the fact this area is located along US Highway 24, a major thoroughfare designated as a Commercial Growth Area in Section 1 of the Sampson County Land Use Plan.*

Ms. Rose then informed the Board that the Planning Board will make updates to the Sampson County Land Use Plan and that the Board will be provided with periodic updates.

Item 3: Action Items

Public Hearing – Adoption of Sampson/Duplin Regional Hazard Mitigation Plan EMS Director Ronald Bass informed the Board that the County’s Hazard Mitigation Plan (HMP) was last updated in 2011, and that staff had been working with Holland Consulting Planners to complete the required 5-year update to the County’s plan. He explained that the multi-jurisdictional plan was regional in nature, a collaboration of Sampson County and its participating municipalities and Duplin County and its participating municipalities. He reported that the proposed update had been approved by both NCEM and FEMA. Mr. Bass introduced Landin Holland of Holland Consulting Planners to review components of the plan and answer questions. Mr. Holland provided the Board with a brief overview of the HMP process, noting that it had become common for counties within a region to partner in developing a HMP as typically they would share some of the same hazards. He stated that the HMP was 100% grant funded - 75% Federal and 25% State, a benefit for completing a regional

plan. Mr. Holland referenced the website hosting updates on the plan for the Board and others to view. Chairman Lockamy opened the floor for public comments. There were no comments received from the floor; therefore the floor was closed. Upon a motion made by Chairman Lockamy and seconded by Commissioner Parker, the Board voted unanimously to approve the plan by resolution.

(Copy filed in Inc. Minute Book ____ Page ____.)

Budget Reduction Proposal County Manager Ed Causey provided a brief overview of a Social Services cost reduction proposal of \$150,000.00, and then introduced Social Services Director Sarah Bradshaw for additional details. Ms. Bradshaw informed the Board that filing differently for state reimbursement would result in an increase in revenue, while decreasing the County's contribution costs. She noted estimated savings of \$166,773.00 for FY 2015-16; \$183,228.00 for FY 2016-17; and ongoing estimated savings of \$150,000.00-\$200,000.00. Ms. Bradshaw stated that the law permits agencies to retroactively file for eight (8) quarters, and that Social Services has done so, receiving savings for each of those eight (8) quarters. Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Wooten, the Board voted 4-1 to approve the budget reduction proposal as presented (Commissioner Kirby casting the dissenting vote).

Appointments - Southeastern Economic Development Commission (SEDC)

Upon a motion by Vice Chairperson Lee and a second by Chairman Lockamy, the Board voted unanimously to reappoint Commissioner Parker to the Southeastern Economic Development Commission.

Item 4: Consent Agenda

Commissioner Kirby asked to be briefed on Item 4(h). Finance Officer David Clack explained that Taylor's Bridge Fire Department requested a surplus 2006 Ford Expedition, one of several vehicles to be surplussed by the Sheriff's Department. He noted that all the other vehicles would be sold in an auction, stating that vehicles are surplussed based on the overall condition of the vehicles, taking also into consideration the mileage of the vehicle and the Sheriff's recommendations.

Commissioner Kirby inquired about Item 4(f), the renewal of the lease for the State Employees Credit Union (SECU) ATM. Mr. Clack informed the Board that the SECU was the only bank to request maintaining an ATM at the location; the lease is updated yearly. Under the lease agreement, SECU maintains the ATM location and provides a revenue of \$100.00 per month to the County.

Commissioner Parker asked how many years back the County went to destroy certain Finance and Administration records. Ms. Holder stated that according to the

Records Retention and Disposal Schedule documents are disposed of based on their historical value and not necessarily the age of the documents.

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

- a. Approved the minutes of the December 15, 2016 and March 7, 2016 meetings
Adopted a resolution proclaiming April 2016 as County Government Month.
(Copy filed in Inc. Minute Book ____ Page ____.)
- b. Adopted a resolution proclaiming April 2016 as Child Abuse Prevention Month.
(Copy filed in Inc. Minute Book ____ Page ____.)
- c. Adopted a resolution proclaiming April 2016 as Public Health Month. (Copy filed in Inc. Minute Book ____ Page ____.)
- d. Adopted a resolution in support of the completion of the widening of NC 24 from Clinton to I-40, as recommended by the Transportation Advocacy Group.
(Copy filed in Inc. Minute Book ____ Page ____.)
- e. Approved renewal of the lease for the SECU ATM kiosk located on the County Complex. (Copy filed in Inc. Minute Book ____ Page ____.)
- f. Accepted Tri-County and Four County Operation Round Up Grants totaling \$2,500 as host agency on behalf of the Southeastern Incident Management Team
- g. Declared eleven Sheriff's vehicles (as identified on the property disposal form) as surplus, authorizing transfer of the 2006 Ford Expedition (VIN 1FMPU15506LA97586) to Taylor's Bridge Fire Department
- h. Approved a request from the Board of Health to increase the Rabavert Rabies Vaccine fee from \$206 to \$282
- i. Authorized the destruction of certain Finance Department records (list on file) pursuant to the County's Records Retention and Disposition Schedule
- j. Authorized the destruction of certain Administration Department records (list on file) pursuant to the County's Records Retention and Disposition Schedule
- k. Approved on second reading: TA-2-16-1 (Section 3.3.1.E-Dimensional Requirements RA-Residential Agriculture District); TA-2-16-2 (Section 3.3.2.E-Dimensional Requirements R-Residential); and TA-2-16-3 (Section 3.3.3.E-Dimensional Requirements MRD-Mixed Residential District)
- l. Approved tax refunds as submitted

#7339	Donna Guy	\$213.50
#7336	Register Farms	\$213.24
#7333	Tanya Lee	\$128.36
#7351	Audrey Peterson	\$151.53

#7322	Bryan Electrical Inc.	\$112.45
#7361	Michael Hendricks	\$249.56
#7367	Angel Badillo	\$137.38
#7374	Dubose National Energy Services	\$248.19
#7350	Joseph McClure	\$175.40
#7375	Maria Azucena	\$1,617.21
#7326	Simmons & Simmons Management	\$1,306.70

m. Approved budget amendments as submitted

<u>EXPENDITURE</u>		<u>Ec. Development Commission</u>	
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u> <u>Decrease</u>
11449200	544000	Contracted Services	5,500.00
11449200		Building Reuse Program	115,500.00

<u>REVENUE</u>			
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u> <u>Decrease</u>
11034920		Building Reuse Grant	121,000.00

<u>EXPENDITURE</u>		<u>Finance – Plain View Fire Department</u>	
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u> <u>Decrease</u>
23243410	581018	Plain View Fire Department	62,500.00

<u>REVENUE</u>			
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u> <u>Decrease</u>
23043418	499900	Fund Balance Appropriated	62,500.00

- Approved Clinton City Schools Amendment No. 3 (State); No. 3 (Local); No. 3 (Federal); No. 3 (Special Revenue Fund); No. 4 (State) as submitted.

Item 5: Board Information

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

- Potential Increases to Interlocal Agreements with Roseboro and Garland for Law Enforcement Services
- Upcoming NCACC Events – County Assembly Day, District Meeting
- NC A&T 2016 Small Farmer of the Year

Item 6: Consideration of Business Personal Property Compliance Review Appeal

Mr. Causey presented the Board with the following Business Personal Property Compliance Review Appeal (copies of written appeals filed in the Tax Office):

Mark Reeves (Tax \$4,902.77; Late List Penalty \$1,914.19; Interest \$136.34) = \$6,953.30) Mr. Reeves provided a written request for relief of this late list penalty. This appeal was considered based upon written request from taxpayer only. Upon a motion made by Commissioner Wooten and seconded by Vice Chairperson Lee, the Board voted 3-2 (Commissioners Kirby and Parker voting nay) to grant a release of 50% of the penalties due.

County Manager Ed Causey recommended that the Board consider establishing a policy requiring that all business audit appeals must be presented in person by the taxpayer or his/her representative in order to be considered. The consensus of the Board was that this should be the policy for future business personal property audit appeals.

County Manager Reports

County Manager Ed Causey reminded the Board that the Board of Equalization and Review will meet on January 19th, 21st, and 28th at 1 p.m. He continued by directing the Board's attention to the included proposed Law Enforcement Contracts for the Towns of Garland and Roseboro, which will be presented to the Board at the May 2016 meeting. Town representatives will be invited as well. Mr. Causey informed the Board of County Assembly Day scheduled May 18th, the Committee of 100 Banquet on May 20th, and the NCACC District Meeting scheduled on May 20th. Mr. Causey recommended that the proposal budget for FY 2016-17 be presented at a reconvened meeting on Monday, May 23rd, with a public hearing set for June 6th. Mr. Causey concluded his report by introducing Cooperative Extension Director Eileen Coite to provide the Board with information regarding Sampson County Ag Day. Ms. Coite invited the Board to the event scheduled on Saturday, April 16, 2016. Ms. Coite also reminded the Board of the annual Report to the People dinner prior to their May meeting.

Public Comments

There were no public comments offered.

Closed Session

Upon a motion made by Chairman Lockamy and seconded by Vice Chairperson Lee, the Board unanimously to go into Closed Session pursuant to GS 143.11(a)(4) – to discuss matters related to location or expansion of industry. Upon a motion made by Chairman Lockamy and seconded by Vice Chairperson Lee, the Board unanimously to go into come out of Closed Session.

Upon a motion made by Chairman Lockamy and seconded by Commissioner Wooten, the Board voted to set a public hearing on proposed expenditures for economic development activities for Farm Fresh Produce Packing for the May 2, 2016 meeting.

Adjournment

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

Billy C. Lockamy, Chairman

Susan J. Holder, Clerk to the Board



Whereas, Sampson County includes a community of older Americans who deserve recognition for their contributions to our nation; and

Whereas, Sampson County Local Government recognizes that older adults are trailblazers—advocating for themselves, their peers, and their communities—paving the way for future generations; and

Whereas, Sampson County Local Government is committed to raising awareness about issues facing older Americans and helping all individuals to thrive in communities of their choice for as long as possible; and

Whereas, we appreciate the value of inclusion and support in helping older adults successfully contribute to and benefit from their communities; and

Whereas, our community can provide opportunities to enrich the lives of individuals of all ages by:

- Promoting and engaging in activity, wellness, and social involvement.
- Emphasizing home- and community-based services that support independent living.
- Ensuring community members can benefit from the contributions and experience of older adults.

Now therefore, we, the Sampson County Board of Commissioners do hereby proclaim May 2016 to be Older Americans Month. We urge every resident to take time this month to acknowledge older adults and the people who serve them as powerful and vital individuals who greatly contribute to our community.

Adopted this 2nd day of May, 2016.

Chairman, Sampson County Board of Commissioners

ATTEST:

Clerk to the Board

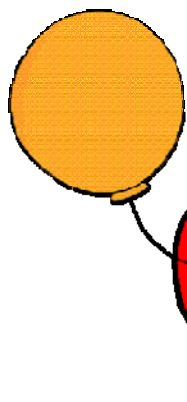
(SEAL)

Garland Senior Center

**OLDER
AMERICANS
MONTH**



BLAZE A TRAIL: MAY 2016



CELEBRATION

**May 26th, 2016
10:00am until 1:00pm**

"Fellowship Meal"

**Lots of FUN and Fellowship
Live Entertainment**

FREE FOOD



ALL SENIORS ARE WELCOME

**For More Info, Please
Contact Marie Faircloth**

910-529-3931





RESOLUTION BY THE SAMPSON COUNTY BOARD OF COMMISSIONERS SUPPORTING THE RENAMING OF PORTIONS OF NORTH CAROLINA HIGHWAY 24 AS THE GOLD STAR HIGHWAY

WHEREAS, The United States began observing Gold Star Mother’s Day on the last Sunday of September in 1936, the Gold Star Wives was formed prior to the end of World War II; the Gold Star Lapel Button was established in August of 1947; and

WHEREAS, The nation, the State of North Carolina and this county recognize the sacrifice that Gold Star family members make when a loved one dies in service to the nation; and

WHEREAS, North Carolina is home to no less than seven major military installations as well as nearly 1 million current or former military service members and is one of the most military friendly states; and

NOW THEREFORE BE IT RESOLVED that the Sampson County Board of Commissioners fully supports the efforts of the North Carolina Department of Transportation to rename portions of North Carolina Highway 24 the Gold Star Highway.

ADOPTED this 4th day of April, 2016.

Chairman, Sampson County Board of Commissioners

ATTEST:

Clerk to the Board (SEAL)

Mark Coggins

Rules Committee Clerk | Rep. David R. Lewis | 919.715.3015
2306 Legislative Building | 16 West Jones Street | Raleigh, NC 27603

From: Mark Coggins (Rep. David Lewis) [mailto:Mark.Coggins@ncleg.net]
Sent: Tuesday, April 05, 2016 1:59 PM
To: Susan Holder <susanh@sampsonnc.com>
Cc: Ed Causey <ecausey@sampsonnc.com>
Subject: RE: Request for Update on Gold Star Highway Resolutions

Thank you for your response. Please still send the resolution in support, and we will look at making up the \$2,000 in funding elsewhere. If you have questions on the resolution, please let me know.

Thanks,

Mark Coggins

Rules Committee Clerk | Rep. David R. Lewis | 919.715.3015
2306 Legislative Building | 16 West Jones Street | Raleigh, NC 27603

From: Susan Holder [mailto:susanh@sampsonnc.com]
Sent: Friday, April 01, 2016 3:08 PM
To: Mark Coggins (Rep. David Lewis)
Cc: Ed Causey
Subject: RE: Request for Update on Gold Star Highway Resolutions

Mr. Coggins,

Please forgive our delay in reply. While we certainly appreciate and support efforts to recognize veterans in this manner, the availability of \$2,000 in funding would be difficult at this time. We are engaged in a 4-year budget reduction process, and in this upcoming budget, we will not be recommending requests from several equally worthy projects. Would you suggest that we send you something (letter or resolution) with support language even if we cannot support it financially?



Susan J. Holder, Assistant County Manager/PIO

406 County Complex Road, Bldg C

Clinton, North Carolina 28328

Tel: 910/592-6308 (extension 2222)

Email: susanh@sampsonnc.com

Web: www.sampsonnc.com

Find us on Facebook! <https://www.facebook.com/sampsoncounty/>

Follow us on Twitter: [@CountyofSampson](https://twitter.com/CountyofSampson)

From: Mark Coggins (Rep. David Lewis) [<mailto:Mark.Coggins@ncleg.net>]
Sent: Wednesday, March 30, 2016 9:51 AM
To: Ed Causey <ecausey@sampsonnc.com>
Cc: Susan Holder <susanh@sampsonnc.com>
Subject: FW: Request for Update on Gold Star Highway Resolutions
Importance: High

From: Mark Coggins (Rep. David Lewis)
Sent: Tuesday, February 16, 2016 5:42 PM
To: Mark Coggins (Rep. David Lewis)
Subject: Request for Update on Gold Star Highway Resolutions

Madame and Gentlemen,

I hope you are doing well. I have taken over for Greg Gebhardt for the time being and am in charge of managing this project for Rep. David Lewis.

I am sending a note to you as a gentle reminder of this project.

Do you have any additional questions or concerns with the proposed resolution or simple administrative fee that are required?

I thank you for your willingness and hope we can connect soon as we would like to finishing gathering these resolutions in February.

Please let me know how I can assist you. I have included the original email for your records.

Cheers,

Mark Coggins

Rules Committee Clerk | Rep. David R. Lewis | 919.715.3015
2306 Legislative Building | 16 West Jones Street | Raleigh, NC 27603

Madame and Gentlemen,

My name is Greg Gebhardt and I work for NC Rep. David Lewis of Harnett County. As an Iraq War Veteran, I've taken on this project for our office at the request of a Gold Star Mother living in Rep. Lewis' district.

I've discussed this project with most of you over the phone in the last week or so and I'm sorry if I had not yet had the opportunity to speak with you personally. I apologize for the delay in getting this information to you; I was unexpectedly called out of town for a funeral late last week.

Please remember that this is not officially signed off on yet by the DOT, we are merely in the gathering stage. Once all counties have agreed to support, the DOT will then vote on whether or not to accept the recommendation of The Road/Bridge/Ferry Naming Committee. So please be cognizant of that while discussing this with your Boards.

Below is the information from the DOT concerning the project, the \$2,000 commitment and where to send the resolutions.

Also, you will find attached some proposed language for the resolution of support. Feel free to use; however, know you do not have to use what I've provided.

If you would be so kind as to reply to all so that both Mark and Grace in our office can stay abreast of the progress of project. We look forward to working with everyone.

From Leigh Wing of the NC DOT:

I hope you're doing well. The Road/Bridge/Ferry Naming Committee met last week and they were agreeable to the idea of NC24 being designated a Gold Star Highway from Harnett County to Carteret County.

To be able to present this to the committee as an official request to vote on, we will need resolutions from each of the Counties that NC 24 runs through. Additionally, we will need a commitment from each of them to the usual administration fee of \$2000.

I discussed with Kevin Lacy, our State Traffic Engineer, and he advised me that the actual cost to the Department for honorary signs is more than the \$2,000 fee when we account for sign supports, installation, equipment needed for installation, the actual sign, dedication ceremony, etc. So in asking for that amount from the counties, it will still not be covering the actual entire cost to the Department (we cover that difference).

You can have them e-mail the resolutions and fee commitment to our service account roadnaming@ncdot.gov (and cc me at lmwing@ncdot.gov) or they can mail the resolutions to my attention at the following address:

*NCDOT Division of Highways
Attention: Leigh Wing
1536 Mail Service Center
Raleigh, NC 27699-1536*

Feel free to call me with any questions. I look forward to working with you on this.

*Leigh M. Wing, PE
Assistant to the Chief Engineer
NCDOT Division of Highways
1 South Wilmington Street
Raleigh, NC 27601
919-707-2544*

Greg Gebhardt

Policy Advisor | Rep. David R. Lewis | 919.715.3015
2306 Legislative Building | 16 West Jones Street | Raleigh, NC 27603

**ZERO TOLERANCE
DRUG AND ALCOHOL TESTING POLICY
SAMPSON AREA TRANSPORTATION**

A. PURPOSE

- 1) Sampson Area Transportation provides public transit and para transit services for the residents of *Sampson County*. Part of our mission is to ensure that this service is delivered safely, efficiently, and effectively by establishing a drug and alcohol-free work environment, and to ensure that the workplace remains free from the effects of drugs and alcohol in order to promote the health and safety of employees and the general public. In keeping with this mission, Sampson Area Transportation declares that the unlawful manufacture, distribution, dispense, possession, or use of controlled substances or misuse of alcohol is prohibited for all employees.
- 2) Additionally, the purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace in compliance with the Drug-Free Workplace Act of 1988, and the Omnibus Transportation Employee Testing Act of 1991. This policy is intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. Specifically, the Federal Transit Administration (FTA) of the U.S. Department of Transportation has published 49 CFR Part 655, as amended, that mandates urine drug testing and breath alcohol testing for safety-sensitive positions, and prohibits performance of safety-sensitive functions when there is a positive test result. The U. S. Department of Transportation (USDOT) has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of urine and breath specimens.
- 3) Any provisions set forth in this policy that are included under the sole authority of Sampson Area Transportation and are not provided under the authority of the above named Federal regulations are underlined. Tests conducted under the sole authority of SAT will be performed on NON-USDOT forms and will be separate from USDOT testing in all respects.

B. APPLICABILITY

This Drug and Alcohol Testing Policy applies to all safety-sensitive employees (full- or part-time) when performing safety sensitive duties Sampson Area Transportation employees that do not perform safety-sensitive functions are also covered under this policy under the sole authority of Sampson Area Transportation. A safety-sensitive function is operation of public transit service including the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), maintenance of a revenue service vehicle or equipment used in revenue service, security personnel who carry firearms, dispatchers or persons controlling the movement of revenue service vehicles and any other transit employee who operates a vehicle that requires a Commercial

Drivers License to operate. Maintenance functions include the repair, overhaul, and rebuild of engines, vehicles and/or equipment used in revenue service. A list of safety-sensitive positions who perform one or more of the above mentioned duties is provided in Attachment A. Supervisors are only safety sensitive if they perform one of the above functions. Volunteers are considered safety sensitive and subject to testing if they are required to hold a CDL, or receive remuneration for service in excess of actual expense.

C. DEFINITIONS

Accident: An occurrence associated with the operation of a vehicle even when not in revenue service, if as a result:

- a. An individual dies;
- b. An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident; or,
- c. One or more vehicles incur disabling damage as the result of the occurrence and is transported away from the scene by a tow truck or other vehicle. For purposes of this definition, *disabling damage* means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

Adulterated specimen: A specimen that has been altered, as evidence by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.

Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols contained in any beverage, mixture, mouthwash, candy, food, preparation or medication.

Alcohol Concentration: Expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under 49 CFR Part 40.

Aliquot: A fractional part of a specimen used for testing. It is taken as a sample representing the whole specimen.

Canceled Test: A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which is cancelled. A canceled test is neither positive nor negative.

Confirmatory Drug Test: A second analytical procedure performed on a different aliquot of the original specimen to identify and quantify the presence of a specific drug or metabolite.

Confirmatory Validity Test: A second test performed on a different aliquot of the original urine specimen to further support a validity test result.

Covered Employee: An employee who performs a safety-sensitive function including an applicant or transferee who is being considered for hire into a safety-sensitive function (See Attachment A for a list of covered employees), and other employees, applicants, or transferee that will not perform a safety-sensitive function but falls under the policy of the company's own authority.

Designated Employer Representative (DER): An employee authorized by the employer to take immediate action to remove employees from safety-sensitive duties and to make required decisions in testing. The DER also receives test results and other communications for the employer, consistent with the requirements of 49 CFR Parts 40 and 655.

Department of Transportation (DOT): For the purposes of Drug and Alcohol regulatory oversight, DOT is the department of the federal government which includes the, Federal Transit Administration, Federal Railroad Administration, Federal Highway Administration, Federal Motor Carriers' Safety Administration, Pipeline & Hazardous Materials Safety Administration, United States Coast Guard, and the Office of the Secretary of Transportation.

Dilute specimen: A urine specimen with creatine and specific gravity values that are lower than expected for human urine.

Disabling damage: Damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

Evidentiary Breath Testing Device (EBT): A Device approved by the NHTSA for the evidential testing of breath at the 0.02 and the 0.04 alcohol concentrations. Approved devices are listed on the National Highway Traffic Safety Administration (NHTSA) conforming products list.

Initial Drug Test: (Screening Drug Test) The test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.

Initial Specimen Validity Test: The first test used to determine if a urine specimen is adulterated, diluted, substituted, or invalid.

Invalid Result: The result reported by an HHS-certified laboratory in accordance with the criteria established by the HHS Mandatory Guidelines when a positive, negative, adulterated, or substituted result cannot be established for a specific drug or specimen validity test.

Laboratory: Any U.S. laboratory certified by HHS under the National Laboratory Certification program as meeting standards of Subpart C of the HHS Mandatory Guidelines for Federal Workplace Drug Testing Programs; or, in the case of foreign laboratories, a laboratory approved for participation by DOT under this part.

Limit of Detection (LOD): The lowest concentration at which a measurand can be identified, but (for quantitative assays) the concentration cannot be accurately calculated.

Limit of Quantitation: For quantitative assays, the lowest concentration at which the identity and concentration of the measurand can be accurately established.

Medical Review Officer (MRO): A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the drug testing program who has knowledge of substance abuse disorders, and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history, and any other relevant bio-medical information.

Negative Dilute: A drug test result which is negative for the five drug/drug metabolites but has a specific gravity value lower than expected for human urine.

Negative result: The result reported by an HHS-certified laboratory to an MRO when a specimen contains no drug or the concentration of the drug is less than the cutoff concentration for the drug or drug class and the specimen is a valid specimen.

Non-negative test result: A urine specimen that is reported as adulterated, substituted, invalid, or positive for drug/drug metabolites.

Oxidizing Adulterant: A substance that acts alone or in combination with other substances to oxidize drugs or drug metabolites to prevent the detection of the drug or metabolites, or affects the reagents in either the initial or confirmatory drug test.

Performing (a safety-sensitive function): A covered employee is considered to be performing a safety-sensitive function and includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.

Positive result: The result reported by an HHS- Certified laboratory when a specimen contains a drug or drug metabolite equal or greater to the cutoff concentrations.

Prohibited drug: Identified as marijuana, cocaine, opiates, amphetamines (including ecstasy), or phencyclidine at levels above the minimum thresholds specified in 49 CFR Part 40, as amended.

Reconfirmed: The result reported for a split specimen when the second laboratory is able to corroborate the original result reported for the primary specimen.

Rejected for Testing: The result reported by an HHS- Certified laboratory when no tests are performed for specimen because of a fatal flaw or a correctable flaw that has not been corrected.

Revenue Service Vehicles: All transit vehicles that are used for passenger transportation service or that require a CDL to operate. Include all ancillary vehicles used in support of the transit system.

Safety-sensitive functions: Employee duties identified as:

- (1) The operation of a transit revenue service vehicle even when the vehicle is not in revenue service.
- (2) The operation of a non-revenue service vehicle by an employee when the operation of such a vehicle requires the driver to hold a Commercial Drivers License (CDL).
- (3) Maintaining a revenue service vehicle or equipment used in revenue service.
- (4) Controlling the movement of a revenue service vehicle and
- (5) Carrying a firearm for security purposes.

Split Specimen Collection: A collection in which the urine collected is divided into two separate bottles, the primary specimen (Bottle A) and the split specimen (Bottle B).

Substance Abuse Professional (SAP): A licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, state-licensed marriage and family therapist, or drug and alcohol counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol and other Drug Abuse, or by the National Board for Certified Counselors, Inc. and Affiliates/Master Addictions Counselor) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

Substituted specimen: A urine specimen with creatinine and specific gravity values that are so diminished, or so divergent, that they are not consistent with normal human urine.

Test Refusal: The following are considered a refusal to test if the employee:

- (1) Fails to appear for any test (excluding pre-employment) within a reasonable time, as determined by the employer, after being directed to do so by the employer.
- (2) Fails to remain at the testing site until the testing process is complete

- (3) Fails to provide a urine or breath specimen for any drug or alcohol test required by Part 40 or DOT agency regulations
- (4) In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of your provision of a specimen.
- (5) Fails to provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure.
- (6) Fails or declines to take a second test the employer or collector has directed you to take.
- (7) Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER as part of the "shy bladder" or "shy lung" procedures.
- (8) Fails to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process).
- (9) If the MRO reports that there is verified adulterated or substituted test result.
- (10) Failure or refusal to sign Step 2 of the alcohol testing form.
- (11) Failure to follow the observer's instructions during an observed collection including instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.
- (12) Possess or wear a prosthetic or other device that could be used to interfere with the collection process.
- (13) Admit to the collector or MRO that you adulterated or substituted the specimen.

Verified negative test: A drug test result reviewed by a medical review officer and determined to have no evidence of prohibited drug use above the minimum cutoff levels established by the Department of Health and Human Services (HHS).

Verified positive test: A drug test result reviewed by a medical review officer and determined to have evidence of prohibited drug use above the minimum cutoff levels specified in 49 CFR Part 40 as revised.

Validity testing: The evaluation of the specimen to determine if it is consistent with normal human urine. Specimen validity testing will be conducted on all urine specimens provided for testing under DOT authority. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted.

D. EDUCATION AND TRAINING

- 1) Every covered employee will receive a copy of this policy and will have ready access to the corresponding federal regulations including 49 CFR Parts 655 and 40, as amended. In addition, all covered employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use on personal health, safety, and the work environment. The training also includes manifestations and behavioral cues that may indicate prohibited drug use.
- 2) All supervisory personnel or company officials who are in a position to determine employee fitness for duty will receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

E. PROHIBITED SUBSTANCES

- 1) Prohibited substances addressed by this policy include the following.
 - a. Illegally Used Controlled Substance or Drugs Under the Drug-Free Workplace Act of 1988 any drug or any substance identified in Schedule I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1300.11 through 1300.15 is prohibited at all times in the workplace unless a legal prescription has been written for the substance. This includes, but is not limited to: marijuana, amphetamines (including methamphetamine and ecstasy), opiates (including heroin), phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. Also, the medical use of marijuana, or the use of hemp related products, which cause drug or drug metabolites to be present in the body above the minimum thresholds is a violation of this policy

Federal Transit Administration drug testing regulations (49 CFR Part 655) require that all covered employees be tested for marijuana, cocaine, amphetamines (including methamphetamine and ecstasy), opiates (including heroin), and phencyclidine as described in Section H of this policy. Illegal use of these five drugs is prohibited at all times and thus, covered employees may be tested for these drugs anytime that they are on duty.
 - a. Legal Drugs: The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any

substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to a Sampson Area Transportation supervisor and the employee is required to provide a written release from his/her doctor or pharmacist indicating that the employee can perform his/her safety-sensitive functions.

- b. Alcohol: The use of beverages containing alcohol (including any mouthwash, medication, food, candy) or any other substances such that alcohol is present in the body while performing safety-sensitive job functions is prohibited. A random or reasonable suspicion alcohol test can only be performed on a covered employee under 49 CFR Part 655 just before, during, or just after the performance of safety-sensitive job functions. Under Sampson Area Transportation authority, a NON-DOT alcohol test can be performed any time a covered employee is on duty.

F. PROHIBITED CONDUCT

- 1) All covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body above the minimum thresholds defined in 49 CFR PART 40, as amended.
- 2) Each covered employee is prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. The covered employee will subsequently be relieved of his/her on-call responsibilities and subject to discipline for not fulfilling his/her on-call responsibilities.
- 3) The Transit Department shall not permit any covered employee to perform or continue to perform safety-sensitive functions if it has actual knowledge that the employee is using alcohol.
- 4) Each covered employee is prohibited from reporting to work or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.02 or greater regardless of when the alcohol was consumed.
- 5) No covered employee shall consume alcohol for eight (8) hours following involvement in an accident or until he/she submits to the post-accident drug/alcohol test, whichever occurs first.
- 6) No covered employee shall consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions.
- 7) Sampson Area Transportation, under its own authority, also prohibits the consumption of alcohol at all times the employee is on duty.

- 8) Consistent with the Drug-free Workplace Act of 1988, all Sampson Area Transportation employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances in the work place including transit system premises and transit vehicles.

G. DRUG STATUTE CONVICTION

Consistent with the Drug Free Workplace Act of 1998, all employees are required to notify the Sampson Area Transportation management of any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction. Failure to comply with this provision shall result in disciplinary action as defined in Section Q of this policy.

H. TESTING REQUIREMENTS

- 1) Analytical urine drug testing and breath testing for alcohol will be conducted as required by 49CFR part 40 as amended. All covered employees shall be subject to testing prior to performing safety-sensitive duty, for reasonable suspicion, following an accident, and random as defined in Section K, L, M, and N of this policy, and return to duty/follow-up.
- 2) A drug test can be performed any time a covered employee is on duty. A reasonable suspicion and random alcohol test can be performed just before, during, or after the performance of a safety-sensitive job function. Under Sampson Area Transportation authority, a NON-DOT alcohol test can be performed any time a covered employee is on duty.
- 3) All covered employees will be subject to urine drug testing and breath alcohol testing as a condition of ongoing employment with Sampson Area Transportation. Any safety-sensitive employee who refuses to comply with a request for testing shall be removed from duty and subject to discipline as defined in Section Q of this policy.

I. DRUG TESTING PROCEDURES

- 1) Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Service (HHS). All testing will be conducted consistent with the procedures set forth in 49 CFR Part 40, as amended. The procedures will be performed in a private, confidential manner and every effort will be made to protect the employee, the integrity of the drug testing procedure, and the validity of the test result.
- 2) The drugs that will be tested for include marijuana, cocaine, opiates (including heroin), amphetamines (including methamphetamine and ecstasy), and phencyclidine. After the identity of the donor is checked using picture identification, a urine specimen will be collected using the split specimen collection method described in 49 CFR Part 40, as amended. Each specimen will be accompanied by a DOT Chain of Custody and Control Form and identified using a unique identification number that attributes the specimen to the correct individual. The specimen analysis will be conducted at a HHS certified laboratory. An initial drug screen and validity test will be conducted on the primary urine specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the amounts of the drug(s) and/or its metabolites identified by the GC/MS test are above the minimum thresholds established in 49 CFR Part 40, as amended.
- 3) The test results from the HHS certified laboratory will be reported to a Medical Review Officer. A Medical Review Officer (MRO) is a licensed physician with detailed knowledge of substance abuse disorders and drug testing. The MRO will review the test results to ensure the scientific validity of the test and to determine whether there is a legitimate medical explanation for a confirmed positive, substitute, or adulterated test result. The MRO will attempt to contact the employee to notify the employee of the non-negative laboratory result, and provide the employee with an opportunity to explain the confirmed laboratory test result. The MRO will subsequently review the employee's medical history/medical records as appropriate to determine whether there is a legitimate medical explanation for a non-negative laboratory result. If no legitimate medical explanation is found, the test will be verified positive or refusal to test and reported to the Sampson Area Transportation Drug and Alcohol Program Manager (DAPM). If a legitimate explanation is found, the MRO will report the test result as negative to the DAPM and no further action will be taken.
- 4) If the test is invalid without a medical explanation, a retest will be conducted under direct observation. Employees do not have access to a test of their split specimen following an invalid result.
- 5) Any covered employee who questions the results of a required drug test under paragraphs L through P of this policy may request that the split sample be tested.

The split sample test must be conducted at a second HHS-certified laboratory. The test must be conducted on the split sample that was provided by the employee at the same time as the primary sample. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the Medical Review Officer within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted at the discretion of the MRO if the delay was due to documentable facts that were beyond the control of the employee. Sampson Area Transportation will ensure that the cost for the split specimen are covered in order for a timely analysis of the sample.

- 6) If the analysis of the split specimen fails to confirm the presence of the drug(s) detected in the primary specimen, if the split specimen is not able to be analyzed, or if the results of the split specimen are not scientifically adequate, the MRO will declare the original test to be canceled. If the split specimen is not available to analyze the MRO will direct Sampson Area Transportation to retest the employee under direct observation.
- 7) The split specimen will be stored at the initial laboratory until the analysis of the primary specimen is completed. If the primary specimen is negative, the split will be discarded. If the primary specimen is positive, it will be retained in frozen storage for one year and the split specimen will also be retained for one year. If the primary is positive, the primary and the split will be retained for longer than one year for testing if so requested by the employee through the Medical Review Officer (MRO), or by the employer, by the MRO, or by the relevant DOT agency.
- 8) Observed collections
 - a. Consistent with 49 CFR part 40, as amended, collection under direct observation (by a person of the same gender) with no advance notice will occur if:
 - i. The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to Sampson Area Transportation that there was not an adequate medical explanation for the result;
 - ii. The MRO reports to Sampson Area Transportation that the original positive, adulterated, or substituted test result had to be cancelled because the test of the split specimen could not be performed;
 - iii. The laboratory reported to the MRO that the specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, and the MRO reported the specimen to you as negative-dilute and that a second collection must take place under direct observation (see §40.197(b)(1)).

- iv. The collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;
- v. The temperature on the original specimen was out of range;
- vi. Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with.
- vii. All follow-up-tests; or
- viii. All return-to-duty tests

J. ALCOHOL TESTING PROCEDURES

- 1) Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT). Alcohol screening tests may be performed using a non-evidential testing device which is also approved by NHSTA. If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmatory test must occur on an EBT. The confirmatory test will be conducted at least fifteen minutes after the completion of the initial test. The confirmatory test will be performed using a NHTSA-approved EBT operated by a trained BAT. The EBT will identify each test by a unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout, along with an approved alcohol testing form, will be used to document the test, the subsequent results, and to attribute the test to the correct employee. The test will be performed in a private, confidential manner as required by 49 CFR Part 40, as amended. The procedure will be followed as prescribed to protect the employee and to maintain the integrity of the alcohol testing procedures and validity of the test result.
- 2) An employee who has a confirmed alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy. The consequences of a positive alcohol test are described in Section Q. of this policy. Even though an employee who has a confirmed alcohol concentration of 0.02 to 0.039 is not considered positive, the employee shall still be removed from duty for at least eight hours or for the duration of the work day whichever is longer and will be subject to the consequences described in Section Q of this policy. An alcohol concentration of less than 0.02 will be considered a negative test.

- 3) Sampson Area Transportation affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. If at any time the integrity of the testing procedures or the validity of the test results is compromised, the test will be canceled. Minor inconsistencies or procedural flaws that do not impact the test result will not result in a cancelled test.
- 4) The alcohol testing form (ATF) required by 49 CFR Part 40 as amended, shall be used for all FTA required testing. Failure of an employee to sign step 2 of the ATF will be considered a refusal to submit to testing.

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K. PRE-EMPLOYMENT TESTING

- 1) All applicants for covered transit positions shall undergo urine drug testing prior to performance of a safety-sensitive function.
 - b. All offers of employment for covered positions shall be extended conditional upon the applicant passing a drug test. An applicant will not be allowed to perform safety-sensitive functions unless the applicant takes a drug test with verified negative results.
 - c. A non-covered employee shall not be placed, transferred or promoted into a covered position until the employee takes a drug test with verified negative results.
 - d. If an applicant fails a pre-employment drug test, the conditional offer of employment shall be rescinded. Failure of a pre-employment drug test will disqualify an applicant for employment for a period of at least one year. Before being considered for future employment the applicant must provide the employer proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G. The cost for the assessment and any subsequent treatment will be the sole responsibility of the applicant.
 - e. When an employee being placed, transferred, or promoted from a non-covered position to a covered position submits a drug test with a verified positive result, the employee shall be subject to disciplinary action in accordance with Section Q herein.
 - f. If a pre-employment/pre-transfer test is canceled, Sampson Area Transportation will require the applicant to take and pass another pre-employment drug test.
 - g. In instances where a covered employee does not perform safety-sensitive functions for a period of 90 consecutive days or more regardless of reason, and is not in the random testing pool during that time, the employee will be required to take a pre-employment drug under 49 CFR Part 655 and have negative test results prior to the conduct of safety-sensitive job functions.
 - h. Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
 - i. Applicants are required (even if ultimately not hired) to provide their consent to *Sampson Area Transportation* to request FTA drug and alcohol records from all previous, DOT-covered, employers that the applicant has worked

for within the last two years. Failure to do so will result in the employment offer being rescinded. *Sampson Area Transportation* is required to ask all applicants (even if ultimately not hired) if they have tested positive or refused to test on a pre-employment test for a DOT covered employer within the last two years. If the applicant has tested positive or refused to test on a pre-employment test for a DOT covered employer, the applicant must provide Sampson Area Transportation proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G.

L. REASONABLE SUSPICION TESTING

- 1) All Sampson Area Transportation covered employees will be subject to a reasonable suspicion drug and/or alcohol test when the employer has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. Reasonable suspicion shall mean that there is objective evidence, based upon specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odor that are consistent with possible drug use and/or alcohol misuse. Reasonable suspicion referrals must be made by one or more supervisors who are trained to detect the signs and symptoms of drug and alcohol use, and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to possible prohibited substance abuse or alcohol misuse. A reasonable suspicion alcohol test can only be conducted just before, during, or just after the performance of a safety-sensitive job function. However, under Sampson Area Transportation's authority, a NON-DOT reasonable suspicion alcohol test may be performed any time the covered employee is on duty. A reasonable suspicion drug test can be performed any time the covered employee is on duty.
- 2) Sampson Area Transportation shall be responsible for transporting the employee to the testing site. Supervisors should avoid placing themselves and/or others into a situation which might endanger the physical safety of those present. The employee shall be placed on administrative leave pending disciplinary action described in Section Q of this policy. An employee who refuses an instruction to submit to a drug/alcohol test shall not be permitted to finish his or her shift and shall immediately be placed on administrative leave pending disciplinary action as specified in Section Q of this policy.
- 3) A written record of the observations which led to a drug/alcohol test based on reasonable suspicion shall be prepared and signed by the supervisor making the observation. This written record shall be submitted to SAT.
- 4) When there are no specific, contemporaneous, articulable objective facts that indicate current drug or alcohol use, but the employee (who is not already a participant in a treatment program) admits the abuse of alcohol or other

substances to a supervisor in his/her chain of command, the employee shall be referred to the SAP for an assessment. Sampson Area Transportation shall place the employee on administrative leave in accordance with the provisions set forth under Section Q of this policy. Testing in this circumstance would be performed under the direct authority of the Sampson Area Transportation. Since the employee self-referred to management, testing under this circumstance would not be considered a violation of this policy or a positive test result under Federal authority. However, self-referral does not exempt the covered employee from testing under Federal authority as specified in Sections L through N of this policy or the associated consequences as specified in Section Q.

M. POST-ACCIDENT TESTING

- 1) FATAL ACCIDENTS - All covered employees will be required to undergo urine and breath testing if they are involved in an accident with a transit vehicle regardless of whether or not the vehicle is in revenue service that results in a fatality. This includes all surviving covered employees that are operating the vehicle at the time of the accident and any other whose performance could have contributed to the accident.
- 2) NON-FATAL ACCIDENTS - A post-accident test of the operator will be conducted if an accident results in injuries requiring immediate transportation to a medical treatment facility; or one or more vehicles incurs disabling damage, unless the operator's performance can be completely discounted as a contributing factor to the accident.
 - a. As soon as practicable following an accident, as defined in this policy, the transit supervisor investigating the accident will notify the transit employee operating the transit vehicle and all other covered employees whose performance could have contributed to the accident of the need for the test. The supervisor will make the determination using the best information available at the time of the decision.
 - b. The appropriate transit supervisor shall ensure that an employee, required to be tested under this section, is tested as soon as practicable, but no longer than eight (8) hours of the accident for alcohol, and no longer than 32 hours for drugs. If an alcohol test is not performed within two hours of the accident, the Supervisor will document the reason(s) for the delay. If the alcohol test is not conducted within (8) eight hours, or the drug test within 32 hours, attempts to conduct the test must cease and the reasons for the failure to test documented.

- c. Any covered employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test.
- d. An employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.
- e. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.
- f. In the rare event that Sampson Area Transportation is unable to perform an FTA drug and alcohol test (i.e., employee is unconscious, employee is detained by law enforcement agency), Sampson Area Transportation may use drug and alcohol post-accident test results administered by local law enforcement officials in lieu of the FTA test. The local law enforcement officials must have independent authority for the test and the employer must obtain the results in conformance with local law.

N. RANDOM TESTING

- 1) All covered employees will be subjected to random, unannounced testing. The selection of employees shall be made by a scientifically valid method of randomly generating an employee identifier from the appropriate pool of safety-sensitive employees.
- 2) The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year, day of the week and hours of the day.
- 3) The number of employees randomly selected for drug/alcohol testing during the calendar year shall be not less than the percentage rates established by Federal regulations for those safety-sensitive employees subject to random testing by Federal regulations. The current random testing rate for drugs established by FTA equals twenty-five percent of the number of covered employees in the pool and the random testing rate for alcohol established by FTA equals ten percent of the number of covered employees in the pool.
- 4) Each covered employee shall be in a pool from which the random selection is made. Each covered employee in the pool shall have an equal chance of selection each time the selections are made. Employees will remain in the pool and subject to selection, whether or not the employee has been previously tested. There is no discretion on the part of management in the selection.
- 5) Covered transit employees that fall under the Federal Transit Administration regulations will be included in one random pool maintained separately from the testing pool of non-safety-sensitive employees that are included solely under Sampson Area Transportation authority.
- 6) Random tests can be conducted at any time during an employee's shift for drug testing. Alcohol random tests can be performed just before, during, or just after the performance of a safety sensitive duty. Testing can occur during the beginning, middle, or end of an employee's shift.
- 7) Employees are required to proceed to the collection site upon notification of their random selection as indicated on the order for testing form.

O. RETURN-TO-DUTY TESTING

Sampson Area Transportation will terminate the employment of any employee that tests positive or refuses a test as specified in section Q of this policy. However, in the rare event an employee is reinstated with court order or other action beyond the control of the transit system, the employee must complete the return-to-duty process prior to the performance of safety-sensitive functions. All covered employees who previously tested positive on a drug or alcohol test or refused a test, must test negative for drugs, alcohol (below 0.02 for alcohol), or both and be evaluated and released by the Substance Abuse Professional before returning to work. For an initial positive drug test a Return-to-Duty drug test is required and an alcohol test is allowed. For an initial positive alcohol test a Return-to-Duty alcohol test is required and a drug test is allowed. Following the initial assessment, the SAP will recommend a course of rehabilitation unique to the individual. The SAP will recommend the return-to-duty test only when the employee has successfully completed the treatment requirement and is known to be drug and alcohol-free and there are no undo concerns for public safety.

P. FOLLOW-UP TESTING

Covered employees that have returned to duty following a positive or refused a test will be required to undergo frequent, unannounced drug and/or alcohol testing following their return-to-duty test. The follow-up testing will be performed for a period of one to five years with a minimum of six tests to be performed the first year. The frequency and duration of the follow-up tests (beyond the minimums) will be determined by the SAP reflecting the SAP's assessment of the employee's unique situation and recovery progress. Follow-up testing should be frequent enough to deter and/or detect a relapse. Follow-up testing is separate and in addition to the random, post-accident, reasonable suspicion and return-to-duty testing.

In the instance of a self-referral or a management referral, the employee will be subject to non-USDOT follow-up tests and follow-up testing plans modeled using the process described in 49 CFR Part 40. However, all non-USDOT follow-up tests and all paperwork associated with an employee's return-to-work agreement that was not precipitated by a positive test result (or refusal to test) does not constitute a violation of the Federal regulations will be conducted under company authority and will be performed using non-DOT testing forms.

Q. RESULT OF DRUG/ALCOHOL TEST

- 1) Any covered employee that has a verified positive drug or alcohol test, or test refusal, will be removed from his/her safety-sensitive position, informed of educational and rehabilitation programs available, referred to a Substance Abuse Professional (SAP) for assessment, and will be terminated.

- 2) Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.

- 3) Refusal to submit to a drug/alcohol test shall be considered a positive test result and shall result in termination. A test refusal includes the following circumstances:
 - (1) Fails to appear for any test (excluding pre-employment) within a reasonable time, as determined by the employer, after being directed to do so by the employer
 - (2) Fails to remain at the testing site until the testing process is complete
 - (3) Fails to provide a urine or breath specimen for any drug or alcohol test required by Part 40 or DOT agency regulations
 - (4) In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of your provision of a specimen
 - (5) Fails to provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure
 - (6) Fails or declines to take a second test the employer or collector has directed you to take
 - (7) Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER as part of the "shy bladder" or "shy lung" procedures
 - (8) Fails to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process)
 - (9) If the MRO reports that there is verified adulterated or substituted test result
 - (10) Failure or refusal to sign Step 2 of the alcohol testing form
 - (11) Failure to follow the observer's instructions during an observed collection including instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.
 - (12) Possess or wear a prosthetic or other device that could be used to interfere with the collection process
 - (13) Admit to the collector or MRO that you adulterated or substituted the specimen.

- 4) An alcohol test result of ≥ 0.02 to ≤ 0.039 BAC shall result in the removal of the employee from duty for eight hours or the remainder or the work day whichever is longer. The employee will not be allowed to return to safety-sensitive duty for his/her next shift until he/she submits to an alcohol test with a result of less than 0.02 BAC. If the employee has an alcohol test result of ≥ 0.02 to ≤ 0.039 two or more times within a six month period, the employee will be removed from duty and referred for assessment and treatment consistent with Section Q of this policy.
- 5) In the instance of a self-referral or a management referral, disciplinary action against the employee shall include:
 - a. Mandatory referral to an employer approved counseling Professional for assessment, formulation of a treatment plan, and execution of a return to work agreement;
 - b. Failure to execute, or remain compliant with the return-to-work agreement shall result in termination from Sampson Area Transportation employment.
 - i. Compliance with the return-to-work agreement means that the employee has submitted to a drug/alcohol test immediately prior to returning to work; the result of that test is negative; the employee is cooperating with his/her recommended treatment program; and, the employee has agreed to periodic unannounced follow-up testing as defined in Section P of this policy.
 - c. Refusal to submit to a periodic unannounced follow-up drug/alcohol test shall be considered a direct act of insubordination and shall result in termination.
 - d. A self-referral or management referral that was not precipitated by a positive test result does not constitute a violation of the Federal regulations and will not be considered as a positive test result in relation to the progressive discipline defined in Section Q of this policy.
 - e. Periodic unannounced follow-up drug/alcohol test conducted as a result of a self-referral or management referral which results in a verified positive shall be considered a positive test result in relation to the progressive discipline defined in Section Q of this policy.
 - f. A Voluntary Referral does not shield an employee from disciplinary action or guarantee employment with Sampson Area Transportation.
 - g. A Voluntary Referral does not shield an employee from the requirement to comply with drug and alcohol testing.
- 6) Failure of an employee to report within five days a criminal drug statute conviction for a violation occurring in the workplace shall result in termination.

R. GRIEVANCE AND APPEAL

The consequences specified by 49 CFR Part 40.149 (c) for a positive test or test refusal is not subject to arbitration.

S. PROPER APPLICATION OF THE POLICY

Sampson Area Transportation is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination.

T. INFORMATION DISCLOSURE

- 1) Drug/alcohol testing records shall be maintained by the Sampson Area Transportation Drug and Alcohol Program Manager and, except as ¹provided below or by law, the results of any drug/alcohol test shall not be disclosed without express written consent of the tested employee.
- 2) The employee, upon written request, is entitled to obtain copies of any records pertaining to their use of prohibited drugs or misuse of alcohol including any drug or alcohol testing records. Covered employees have the right to gain access to any pertinent records such as equipment calibration records, and records of laboratory certifications. Employees may not have access to SAP referrals and follow-up testing plans.
- 3) Records of a verified positive drug/alcohol test result shall be released to the Drug and Alcohol Program Manager, and other transit system management personnel on a need to know basis.
- 4) Records will be released to a subsequent employer only upon receipt of a written request from the employee.
- 5) Records of an employee's drug/alcohol tests shall be released to the adjudicator in a grievance, lawsuit, or other proceeding initiated by or on behalf of the tested individual arising from the results of the drug/alcohol test. The records will be released to the decision maker in the preceding.
- 6) Records will be released to the National Transportation Safety Board during an accident investigation.
- 7) Information will be released in a criminal or civil action resulting from an employee's performance of safety-sensitive duties, in which a court of competent jurisdiction determines that the drug or alcohol test information is relevant to the case and issues an order to the employer to release the information. The employer will

release the information to the decision maker in the proceeding with a binding stipulation that it will only be released to parties of the proceeding.

- 8) Records will be released to the DOT or any DOT agency with regulatory authority over the employer or any of its employees.
- 9) Records will be released if requested by a Federal, state or local safety agency with regulatory authority over Sampson Area Transportation or the employee.
- 10) If a party seeks a court order to release a specimen or part of a specimen contrary to any provision of Part 40 as amended, necessary legal steps to contest the issuance of the order will be taken
- 11) In cases of a contractor or sub-recipient of a state department of transportation, records will be released when requested by such agencies that must certify compliance with the regulation to the FTA.

U. ITEMS SPECIFIC TO SAMPSON AREA TRANSPORTATION

- 1) Sampson Area Transportation will work closely with Clinton Urgent Care in the drug and alcohol testing program. The transportation operations supervisor will communicate with the office manager. A “password” will be in place to verify both participants. When a drug test is scheduled, the transportation operations supervisor will inform CUC that the employee is coming. Once the employee is notified of the test, he/she will have 15 minutes to report to CUC. The employee will have the Order for Testing form and will return that to the transportation supervisor after the testing is done. Time in and time out will be documented on the order for testing form.
- 2) The Director of Aging will serve as the back-up person for Sampson Area Transportation. She will be able to talk to the office manager at CUC on all matters concerning the drug and alcohol testing program.
- 3) Clinton Urgent Care will notify Sampson Area Transportation immediately upon notification of a positive drug or alcohol test. The communication will be verbal at first. The transportation operations supervisor will document the time, date, employee name, and other information concerning a positive drug or alcohol test. Any other information from the SAP or MRO will be documented and filed in a safe and secure location.
- 4) Clinton Urgent Care will abide by all DOT drug and alcohol testing requirements. The transportation operations supervisor will provide CUC will updated DOT requirements, paperwork, or other information. It is the responsibility of CUC to train all nurses or office personnel in drug or alcohol testing procedures.

Attachment A

LIST OF SAMPSON AREA TRANSPORTATION SAFETY-SENSITIVE EMPLOYEES

<u>Job Title</u>	<u>Testing Authority</u>
Transportation Operations Supervisor	DOT-FTA
Transportation Office Manager	DOT-FTA
Full-Time Drivers	DOT-FTA
Part-Time Drivers	DOT-FTA
Volunteers that have CDL	DOT-FTA
Receptionist/Secretary	SAT (NON-DOT)

Attachment B Contacts

Any questions regarding this policy or any other aspect of the substance abuse policy should be directed to the following individual(s).

Sampson Area Transportation Drug and Alcohol Program Manager

Name: Earle McNeill
Title: Transportation Operations Supervisor
Mailing Address: 405 County Complex Road; Suite 140 Clinton, NC 28328
Physical Address: 311 County Complex Road, Clinton, NC 28328
Telephone Number: 910-299-0127

Medical Review Officer

Name: Dr. Ron Krul
Title: Doctor of Medicine/Certified Medical Review Officer
Address: 1004 Beaman St. Clinton NC 28328
Telephone Number: 592-9113

Substance Abuse Professional

Name: Carlie G. Barbour
Title: Psychologist
Address: Harvest House Commwell Health
1480 Maple Grove Church Road
Dunn, NC 28334
Telephone Number: 910-567-7162

HHS Certified Laboratory Primary Specimen

Name: Alere Toxicology Services
Address: 1111 Newton Street Gretna, LA 70053
Telephone Number: 504-361-8989

HHS Certified Laboratory Split Specimen

Name: Kroll Laboratory
Address: 1111 Newton St. Gretna, LA 70053
Telephone Number: 504-361-8989



Sampson County Finance Department
David K. Clack, Finance Officer

MEMORANDUM

TO: Board of Commissioners

FROM: David K. Clack, Finance Officer

DATE: April 21, 2016

SUBJECT: Public Auction of Surplus Property

Attached is a list of vehicles that are no longer needed. We request that the Board adopt the attached resolution declaring these vehicles surplus and directing staff to dispose of them at public auction. At this time we will also auction off other furniture and equipment that has been removed from our departments during the year.

We also request the Board to designate June 10, 2016 as the date of the surplus property auction. The location of the auction will be behind the Public Works building on Southeast Boulevard.

Sale of Sampson County Personal Property

WHEREAS, the Sampson County Board of Commissioners recognizes that personal property of Sampson County periodically becomes surplus and/or obsolete; it is hereby

RESOLVED, pursuant to G.S. 160a-270(b) that the following articles of personal property be declared surplus and are hereby ordered sold at public auction to the highest bidder for cash or approved check at the area behind the Sampson County Public Works Offices on Commerce Street, Clinton, North Carolina on June 10, 2016, at 9:30 A.M.. All items shall be sold as is and where is. No warranty or guarantee, written or implied is offered.

RESOLVED FURTHER, all employees involved in conducting the sale, and the Board of County Commissioners are prohibited from purchasing any item or items herein listed to be sold.

RESOLVED FURTHER, that prior to said sale the property which is hereinafter listed shall be examined by all department heads and any items useful to such department will be removed from the list of items to be sold and shall be transferred to the inventory of the department expressing a need therefore.

RESOLVED FURTHER, that the Sampson County Finance Officer is hereby authorized to conduct the public auction of the articles hereinafter described and is directed to make such advertising as required by law prior to said sale.

RESOLVED FURTHER, to hereby consent to allow the public auction to be performed by a licensed auctioneer.

The items of personal property which are subject to this resolution are vehicles and miscellaneous items of furniture, equipment, and supplies listed on the attached pages.

2016 SURPLUS VEHICLES

#	Year	Make	Model	VIN #
1	2001	Dodge	Van	2B6LB31ZX1K546301
2	2001	Dodge	Van	2B6LB31Z31K546298
3	2009	Dodge	Charger	2B3KA43T49H567518
4	2009	Dodge	Charger	2B3KA43T59H567513
5	2009	Dodge	Charger	2B3KA43T29H567517
6	2009	Dodge	Charger	2B3KA43T39H610844
7	2009	Dodge	Charger	2B3KA43T19H567511
8	2009	Dodge	Charger	2B3KA43T29H610849
9	2010	Dodge	Charger	2B3AA4CT8AH303184
10	2010	Dodge	Charger	2B3AA4CT9AH303193
11	2001	Ford	Crown Victoria	2FAFP71W41X176561
12	2003	Ford	Crown Victoria	2FAFP73W03X183846
13	2009	Dodge	Charger	2B3KA43TX9H610842
14	2009	Dodge	Charger	2B3KA43TO9H616682
15	2009	Dodge	Charger	2B3KA43T39H567512
16	2010	Dodge	Charger	2B3AA4CT8AH120707
17	2010	Dodge	Charger	2B3AA4CT3AH303187
18	2010	Dodge	Charger	2B3AA4CT2AH120704
19	2010	Dodge	Charger	2B3AA4CT3AH303190
20	2007	Ford	Crown Victoria	2FAFP71W47X104655
21	2003	Chevrolet	Truck	1GCEC14X23Z142408
22	2000	Chevrolet	Truck w/Service Body	1GBGC24R4YF472886
23	2010	Dodge	Charger	2B3AA4CT1AH303186
24	2010	Dodge	Charger	2B3AA4CT2AHA20699
25	1999	Ford	Crown Victoria	2FAFP73W9XX157185
26	1998	Blue Bird	Bus	1BDFDCS72WF081760

Surplus items located in the Warehouse

33 +/- Computer Processor Unit

12 +/- Monitors

16 Printers

3 Scanners

1 Cash Register

1 Truck Bed Liner

1 Leer Camper Shell

SAMPSON COUNTY HEALTH DEPARTMENT

Wanda Robinson
Health Director



360 County Complex Road, Suite 200
Clinton NC 28328

To: Ed Causey, County Manager
Susan Holder, Asst. County Manager

From: Wanda Robinson, Health Director

Subject: Item for County Commissioner's consent agenda

Date: April 22, 2016

The Sampson County Board of Health approved the coding and fee changes listed below on April 18th. These changes are being submitted to the county commissioners for approval. If you have any questions, please feel free to contact me.

Coding and Fee Update

Background:

In order to provide data and accountability information for services provided, the Health Department requested advice from State Consultants. As a result of their input and staff discussion, the following changes are requested to the Current Fee Schedule:

99199:

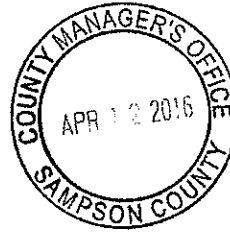
1. Change wording from "Form Completion" to "Negative TB Skin Test Reading/Test Results Report"
2. Delete the \$10.00 fee – these are non-billable services, but the code is needed to provide data.

99080:

1. Change wording from "Special Report Form" to "Form Completion"
2. Maintain the \$10.00 fee – this is a billable service and the current fee is adequate.



**SAMPSON COUNTY
EMERGENCY
MANAGEMENT
SERVICES**



RONALD BASS
DIRECTOR
(910) 592-8996

107 UNDERWOOD ST., CLINTON, NORTH CAROLINA 28328

MEMORANDUM:

TO: Mr. Edwin W. Causey, County Manager

FROM: *RB*
Ronald Bass, Emergency Management

DATE: April 12, 2016

SUBJECT: **Wayne Community College Field Internship Agreement**

Enclosed please find a Field Internship Agreement between Wayne Community College and Sampson County EMS. This agreement will allow students who are in training the opportunity to ride with EMS in order to receive credit hours as required for course completion. The students will be allowed to perform skills under the supervision of EMS employees who have been cleared as a preceptor.

If you concur I would like to ask that this agreement be submitted to the Board of Commissioners for consideration and approval. If you may have any questions please feel free to contact me.

RB/dhd

Enclosure

MEMORANDUM OF UNDERSTANDING

WAYNE COMMUNITY COLLEGE

And

SAMPSON COUNTY EMS

THIS AGREEMENT made this 1st day May 2016 by and between **WAYNE COMMUNITY COLLEGE** (hereinafter referred to as the **COLLEGE**), and **SAMPSON COUNTY EMS**. (hereinafter referred to as the **AGENCY**);

WITNESSETH

WHEREAS the **AGENCY** has given and desires to continue to give special attention and strong support to the needs of the Health Related programs of the **COLLEGE**; and

WHEREAS the **AGENCY** intends to continue to cultivate its clinical bonds with the **COLLEGE**; and

WHEREAS THE COLLEGE, is interested in providing educational opportunities in Health Related Programs and desires to continue its relationship with the **AGENCY**;

NOW THEREFORE, the parties agree as follows:

I. **COLLEGE RESPONSIBILITIES** - It shall be the responsibility of the **COLLEGE** to do the following:

A) To sponsor and promote an educational program at the **COLLEGE** education in the health related disciplines.

B) To employ qualified faculty to develop, implement, and evaluate the Health Programs. The program director shall be responsible for coordinating the total curriculum.

C) To provide faculty to plan and to supervise clinical experiences and to evaluate student performance in accordance with course guidelines and objectives.

D) To require each student and/or faculty assigned to the **AGENCY** to comply with the policies, procedures, rules and regulations of the **AGENCY**, as the same may be from time to time amended, including but not limited to the employee Health and Infection Control Policies; and the confidentiality Policy, regarding the records of those served by the **AGENCY**; and the blood and body fluid exposure policies in effect during any student and/or faculty rotation.

E) To provide the **AGENCY** with a rotation schedule to include the names, numbers of the students, the level of the students, time, days, clinical area and responsible instructor.

F) To require students and faculty to carry adequate professional liability insurance while at the **AGENCY**. The limits of liability of said insurance shall be at least one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) per aggregate. Proof of such coverage shall be maintained by the director of the program and available upon request. A criminal background check and drug testing are done prior to beginning clinical rotations. Upon request of the **AGENCY** this information will be made available prior to clinical.

G) To remove any student from the **AGENCY**, whenever in the opinion of the **AGENCY** and the **COLLEGE**, it is deemed to be in the best interest of either the **AGENCY** consumers and/or employees.

H) To recommend for placement in the clinical education program of the facility only those students who have earned a satisfactory or passing grade point average as defined by the **COLLEGE**.

I) To provide the **AGENCY** with copies of current course syllabi, and written evaluations of the clinical experiences upon request of the **AGENCY**.

J) To adhere to the essential guidelines for the applicable accrediting bodies for the particular Health fields covered pursuant to this agreement.

K) To cooperate with Agency facilitator and/or designee, to assign students to specific areas with the **AGENCY**.

II. **AGENCY RESPONSIBILITIES** – It shall be the responsibility of the **AGENCY** as follows:

A) To offer its facilities as a clinical learning experience to the **COLLEGE'S** enrolled students in Health programs and to foster among its staff and employees, both technical and professional, a “teaching attitude” of helpfulness to the **COLLEGE'S** students and/or faculty.

B) To retain direct **responsibility** for and control of its health delivery services.

C) To provide sufficient and qualified supervisory and staff personnel, as required by the particular Boards governing the areas within the **AGENCY** selected for learning experiences for the students.

D) To provide opportunities for faculty-staff planning.

E) To provide sufficient and properly maintained equipment and supplies suitable for students use within the facility.

F) To provide faculty and students access to first aid and emergency care for illnesses and/or accidents occurring on the property operated by the **AGENCY**. Costs for such care shall be the responsibility of the faculty member or student receiving such services: except in the event, the exposure may have resulted from any error or omission by the **AGENCY** and/or its agents or employees, the Agency facilitator or designee shall notify the Health Program director regarding assistance from the **AGENCY** for diagnostic tests, including but not limited to RPR, Hepatitis B surface Antibody, Hepatitis B Surface Antigen, HIV for exposed student/faculty and source person.

G) To give to the **COLLEGE** consideration with other educational institutions with respects to the scheduling for the use of the **AGENCY** for all purposes set out in this Memorandum of Understanding.

H) To cooperate with the Program Director, or designee, to assign students to specific areas within the **AGENCY**.

I) To provide an orientation session to include rules and regulations, policies and a tour of the **AGENCY** for the students and faculty prior to their first clinical experience.

III. MUTUAL RESPONSIBILITIES:

A) **TERMS:** The term of this Agreement shall commence as of the date first found above and shall continue in full force and effect until mutually dissolved. Either party shall have the right to terminate this Agreement with or without cause, upon ninety (90) days notice in writing to the other party.

B) **EQUAL EMPLOYMENT AFFIRMATIVE ACTION EMPLOYERS:** The parties agree that they are Equal Employment Affirmative Action Employers and shall not discriminate in any manner against any student or faculty member regardless of race, color, national origin, religion, sex, age or disability.

C) **AGENCY:** Under no circumstances are any other **COLLEGE** faculty or students to be considered agents or employees of the **AGENCY** while they are engaged in clinical activities/supervising students from the **COLLEGE**.

D) **SCHEDULING:** Clinical scheduling (for priority commitment) will be designated each year at a joint conference between the **AGENCY** and the **COLLEGE** and other affiliating schools.

E) **DISMISSAL:** Only the **COLLEGE** shall have the authority to dismiss students from any Health Program.

MEMORANDUM OF UNDERSTANDING
Wayne Community College

Page 4 of 5

F) **MODIFICATION:** This agreement may be modified or amended at any time by mutual consent. Such amendment shall be in writing with said writing signed by both parties.

G) **ENTIRE AGREEMENT AND AMENDMENTS:** This Agreement contains the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous written or oral negotiations in agreement between them regarding the subject matter hereof.

H) **LIABILITY:** The **COLLEGE** on its behalf accepts responsibility for its tortious acts to the extent allowed under the North Carolina Tort Claims Acts, North Carolina General Statutes 143-300.1 et seq. and accepts responsibility for any and all claims, losses, liabilities, demands, damages or any other financial demands that may be alleged or realized due to its own negligence and or negligence of its agents, employees or students while in the performance of their duties or assignment pursuant to this Agreement to the extent permitted by law, except that the **COLLEGE** does not agree to hold harmless the **AGENCY** from any claims which may have resulted from any error omission by the **AGENCY** and/or its agents or employees.

I) **SEVERABILITY:** If any provision of this agreement is determined to be invalid or unenforceable, the provision shall be deemed to be severable from the remainder of the Agreement and shall not cause the invalidity or unenforceability of the remainder of the Agreement.

J) **WAIVER CLAUSE:** The failure by the party at any time to require performance by the other party of any provision hereof shall not effect in any way the right to require such performance at a later time not shall the waiver by either party of a breach of any provision hereof be taken or be held to be waiver of such provision.

K) **ASSIGNMENT:** This agreement is personal to each of the parties hereto, and neither party may assign nor delegate any of its rights or obligations without first obtaining the written consent of the other party unless otherwise provided for in this Agreement. Any purported assignment without prior written consent shall be null and void.

L) **STANDARDS:** Shall be adhered to.

M) **NOTICE:** Any notice required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when delivered personally or 3 days after being mailed to the following address:

SAMPSON COUNTY EMS
ATTN: ANGELA MCGILL
PO BOX 8
CLINTON, NC 28328

WAYNE COMMUNITY COLLEGE
ATTN: BEVERLY DEANS, DIRECTOR
EMS, FIRE & LAW ENFORCEMENT
PO BOX 8002
GOLDSBORO, N.C. 27533

MEMORANDUM OF UNDERSTANDING
Wayne Community College

Page 5 of 5

Health Programs: Paramedic
EMT-Intermediate
EMT-Basic

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first written above.



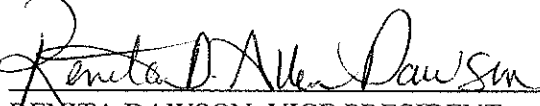
RONALD BASS, EMS DIRECTOR

4-12-2016
DATE

EDWIN CAUSEY, COUNTY MANAGER


DATE

WAYNE COMMUNITY COLLEGE




RENTA DAWSON, VICE PRESIDENT
CONTINUING EDUCATION SERVICES

4-4-16
DATE



BEVERLY DEANS, PUBLIC SAFETY DIRECTOR
EMS, FIRE, AND LAW ENFORCEMENT

03-31-16
DATE



KIMBERLY M. BOSWELL, EMS COORDINATOR

3/29/2016
DATE

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

Phone 910-592-8146

Fax 910-592-1227

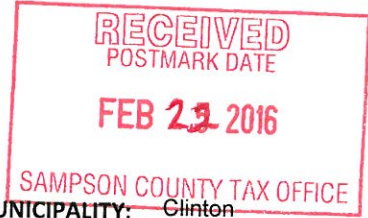
To: Ed Causey-County Manager
From: Jim Johnson-Tax Administrator
Date: April 18, 2016
Subject: Late Property Tax Exemption Application
Innovative Owners 64, LLC

North Carolina General Statute 105-275(45) exempts eighty percent (80%) of the appraised value of a solar energy electric system. A solar energy electric system is defined as all equipment used directly and exclusively for the conversion of solar energy to electricity.

North Carolina General Statute 105-282.1.(a) requires that an application for exemption be filed in the month of January, the normal listing period.

The taxpayer noted above requested an extension to file a business listing and was granted such until April 15, 2016. The business listing and the exemption application were received on February 22, 2016.

The General Statutes grant the Board of Commissioners the power to approve late property tax exemption applications. Other than being timely filed, the exemption request meets all applicable statutory requirements. A copy for consideration of the request from the taxpayer is attached. I would recommend that the late property tax exemption request be approved.



Property Tax Exemption or Exclusion

COUNTY: Sampson

MUNICIPALITY: Clinton

Full Name of Owner(s): Innovative Owner 64, LLC

Trade Name of Business: _____

Mailing Address of Owner: 130 Roberts Street Asheville, NC 28801

Phone Numbers: Home: _____ Work: 828-350-3993 Cell: _____

List the Property Identification Numbers and addresses/locations for the properties included in this application (attach list if needed):

Property ID #: _____ Address/Location: 2800 Hobbtown Highway Clinton NC 28328

Property ID #: _____ Address/Location: _____

Property ID #: _____ Address/Location: _____

Non-Deferment Exemptions and Exclusions—Check or write in the exemption or exclusion for which this application is made.

These exemptions or exclusions do not result in the creation of deferred taxes. However, taxes for prior years of exemption or exclusion may be recoverable if it is later determined that the property did not actually qualify for exemption or exclusion for those prior years.

- | | | | |
|--|--|--|-------------------------------------|
| <input type="checkbox"/> G.S. 105-275(8) | Pollution abatement/recycling | <input type="checkbox"/> G.S. 105-278.5 | Religious educational assemblies |
| <input type="checkbox"/> G.S. 105-275(17) | Veterans organizations | <input type="checkbox"/> G.S. 105-278.6 | Home for the aged, sick, or infirm |
| <input type="checkbox"/> G.S. 105-275(18),(19) | Lodges, fraternal & civic purposes | <input type="checkbox"/> G.S. 105-278.6 | Low- or moderate-income housing |
| <input type="checkbox"/> G.S. 105-275(20) | Goodwill Industries | <input type="checkbox"/> G.S. 105-278.6 | YMCA, SPCA, VFD, orphanage |
| <input checked="" type="checkbox"/> G.S. 105-275(45) | Solar energy electric system | <input type="checkbox"/> G.S. 105-278.6A | CCRC-Attach Form AV-11 |
| <input type="checkbox"/> G.S. 105-275(46) | Charter school property | <input type="checkbox"/> G.S. 105-278.7 | Other charitable, educational, etc. |
| <input type="checkbox"/> G.S. 105-277.13 | Brownfields-Attach brownfields agreement | <input type="checkbox"/> G.S. 105-278.8 | Charitable hospital purposes |
| <input type="checkbox"/> G.S. 105-278.3 | Religious purposes | <input type="checkbox"/> G.S. 131A-21 | Medical Care Commission bonds |
| <input type="checkbox"/> G.S. 105-278.4 | Educational purposes (institutional) | <input type="checkbox"/> Other: | _____ |

Tax Deferment Programs—Check the tax deferment program for which this application is made. ***These programs will result in the creation of deferred taxes that will become immediately due and payable with interest when the property loses eligibility. The number of years for which deferred taxes will become due and payable varies by program. Read the applicable statute carefully.***

- | | |
|--|---|
| <input type="checkbox"/> G.S. 105-275(12) | Nonprofit corporation or association organized to receive and administer lands for conservation purposes |
| <input type="checkbox"/> G.S. 105-275(29a) | Historic district property held as a future site of a historic structure |
| <input type="checkbox"/> G.S. 105-277.14 | Working waterfront property |
| <input type="checkbox"/> G.S. 105-277.15A | Site infrastructure land |
| <input type="checkbox"/> G.S. 105-278 | Historic property-Attach copy of the local ordinance designating property as historic property or landmark. |
| <input type="checkbox"/> G.S. 105-278.6(e) | Nonprofit property held as a future site of low- or moderate-income housing |

Describe the property: Solar Farm

Describe how you are using the property. If another organization is using the property, give their name, how they are using the property, and any income you receive from their use: Generate Solar Energy

AFFIRMATION: I, the undersigned, declare under penalties of law that this application and any attachments are true and correct to the best of my knowledge and belief. I have read the applicable exemption or exclusion statute. I fully understand that an ineligible transfer of the property or failure to meet the qualifications will result in the loss of eligibility. If applying for a tax deferment program, I fully understand that loss of eligibility will result in removal from the program and the immediate billing of deferred taxes.

Signature(s) of Owner(s): [Signature] Title: CEO Date: 2/19/16

(All tenants of a tenancy Title: _____ Date: _____
in common must sign.) Title: _____ Date: _____

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

Sampson County
Office of Tax Assessor

PO Box 1082
Clinton, NC 28329

Phone 910-592-8146

Fax 910-592-1227

Innovative Owner 64, LLC
130 Roberts Street
Asheville, NC 28801
Attn: Sarah McHenry

Date: February 25, 2016

RE: Tax Exemption

Dear Ms. McHenry,

Innovative Owner 64, LLC requested and was granted an extension to file their business personal property for a solar farm located at 2800 Hobbton Highway Clinton NC 28328 for the 2016 tax year. Our office has received the business personal property listing with a post marked date of February 22, 2016.

However, included with the listing form was an application for an exemption. Exemption applications must be filed during the month of January, the normal listing period. You may not request an extension to file for an exemption. General Statute 105-282.1. (a1) gives the power to approve a late application to the Board of Commissioners upon a showing of good cause by the taxpayer. The General Statutes do not give authority to the tax assessor to approve a late application.

This letter is to inform you that the request for exemption has been denied. If you would like to submit in writing a show of good cause to the Board of Commissioners please address the letter to the Sampson County Board of Commissioners, Attn. Jim Johnson Tax Administrator, P O Box 1082 Clinton, NC 28329.

If you have any questions please feel free to contact me.

Jim Johnson



Sampson County Tax Administrator

December 2, 2015

#190313

Innovative Solar Systems
91 Distant View
Asheville, NC 28803
Ref: James H Butler Farms, Inc .

RE: 2016 Business Listing Property Tax Exemption/Exclusion

To Whom It May Concern,

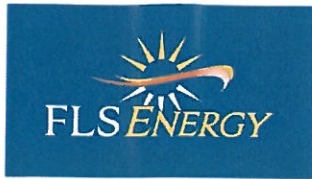
We are mailing this letter in regards to Property Tax Exemption/Exclusion for Sampson County Taxes. There has to be a Form AV30 filled out which I have enclosed and this needs to be filled out and turned in by January 31, 2016 to be approved in order to be partially (80%) exempt for the year 2016 and each year after. We show no record this has been done and until the form has been received and there will be a bill created . You can also go online to The Department of Revenue and find this form and the information is also shown under (Gen. Status 105.205.45 : Eighty percent (80) of the appraised value of a solar energy electric system, For purposes of this subdivision, the term "Solar Energy Electric System" means all equipment used directly and exclusively for the conversion of solar energy to electricity) in the Machinery Act Of NC.

If you should have any questions you may contact our office anytime Monday - Friday from 8am - 5 pm

Sincerely,

Debbie Tyson
Sampson County Business
Personal Property Appraiser
dtyson@sampsonnc.com
910-592-8146 ext. 225

Extension for 2016



March 28, 2016

Sampson County Board of Commissioners
Attn: Jim Johnson, Tax Administrator
P.O. Box 1082
Clinton, NC 28329

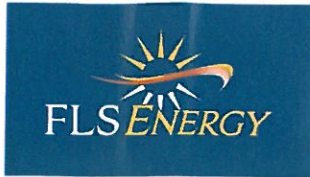
**Re: Innovative Owner 64, LLC
Appeal for reconsideration of request for exemption**

Mr. Johnson,

As the Managing Member of Innovative Owner 64, LLC, we hereby request that the Board of Commissioners approve our request for the 80% property tax exemption under G.S. 105-275(45) for a solar farm located at 2800 Hobbtown Highway Clinton, North Carolina, despite the fact that our initial request for the exemption was filed after the close of the listing period. We believe good cause exists for our failure to make the request during the listing period and that the Board therefore has the authority under G.S. 105-282.1(a1) to grant our request.

FLS Energy, Inc., is the managing member of many limited liability companies which are the owners of solar farms throughout the state of North Carolina that qualify for the exemption under G.S. 105-275(45). On numerous occasions in other North Carolina counties, we have filed on behalf of a solar farm owner a timely extension of the time for filing its property tax listing. In all such cases, we have been allowed by the county to file our request for the exemption along with our deferred listing. In no case have we been denied the exemption because it was not requested during the listing period. Accordingly, we have assumed this to be the standard practice in the state and that Sampson County would handle this matter in the same fashion as other North Carolina counties.

Thus, in this case we filed a timely extension for our property tax listing and assumed that such extension also applied to our exemption request, as has been the practice in all other counties. We then made our initial request for the exemption via form AV-10, together with our properly deferred listing, which was postmarked February 22, 2016. However, the County denied our exemption request as untimely filed.



We believe that the foregoing establishes good cause for our failure to request the exemption during the listing period and respectfully request that the Board approve our request for the 80% property tax exemption. Thank you for your consideration of this request.

Sincerely yours,

A handwritten signature in black ink, which appears to be "Dale Freudenberger", is written over a horizontal line.

Dale Freudenberger, Chief Executive Officer
FLS Energy Inc., Managing Member of FLS 2016 H Manager, LLC,
Managing Member of Innovative Owner 64, LLC

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

7368

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 Ronnie Carter Farms, Inc. in Franklin Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2015</u>	\$ <u>288.97</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>288.97</u>

These taxes were assessed through clerical error as follows.

29637
Equipment was double listed

C01	County Tax	<u>263.57</u>
	School Tax	_____
F09	Fire Tax	<u>25.40</u>
	City Tax	_____
	TOTAL \$	<u>288.97</u>

Yours very truly

X Ronnie P. Carter
Taxpayer

Mailing Address.

Ronnie Carter Farms Inc
X 3461 Alpine Ch. Rd.
Harrells, NC 28444

X FID
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

7382

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 Kalton Newkirk & Kathryn Newkirk in FRANKLIN Township, Sampson County, for the year(s) and in the amount(s) of: 03-0740040-12

YEAR	
<u>2013</u>	\$ <u>487.67</u>
<u>2014</u>	\$ <u>513.19</u>
<u>2015</u>	\$ <u>516.02</u>
	\$ _____
	\$ _____
TOTAL REFUND	\$ <u>1516.88</u>

These taxes were assessed through clerical error as follows.

Bldgs were double listed to 03-0740040-13 which was split off per MB 8/1/14 PN 2012.

County Tax 1386.46
 School Tax _____
 Fire Tax 130.42
 City Tax _____
 TOTAL \$ 1516.88

Yours very truly

Mailing Address.

Kalton Newkirk Kathryn Newkirk
Taxpayer

8390 Willard Rd

Willard, NC 28478

Social Security # _____

RECOMMEND APPROVAL:

Jim Johnson
Sampson County Tax Administrator

56,706

2013 .785

.075

56,706
x .785

445.1421

56,706
x .075

42.5295

2014 56,706

.83

470.6598

56,706

.075

42.5295

2015 56,706

.83

470.6598

56,706

.080

45.3648

1386.46

130.42

1516.88



Parcel Information

Year 2013 Bill 30903 Tax year(s) 2013
 Parcel 03-0740040-12
 Alt _____
 Street 8530 WILLARD RD
 Juris 03 Class AG Status A
 Subdiv _____ Zone _____ List L
 # fam 7 SIC _____ Exempt N
 SF 1488010 BK/Pg 1844/890
 Acres 34.160 Date 11/29/2012

Ownership Information

Name1 NEWKIRK, KALTON
 Name2 NEWKIRK, KATHERYNN
 Owner SSI 245788925
 DBA _____
 Add'l names N
 Own _____
 Lender _____ Acct _____
 Serv _____
 Legal Description 8530 WILLARD RD

Assessment Values

	Prev year	This year
Land val		43,665
Bldg val		56,706
Pers val		
Gross		100,371
Spec assmt bal		.00
Cur land use	Y	28,552
Cur val exem		
Cur taxable		71,819

Taxes/Exemptions/Prelim Adjustments

Charge	Rate	Amount	Totals
F09	0.075000	53.86	Taxes 617.64
G01	0.785000	563.78	Exempt/abated .00
Exemption	Date	Amount	Net taxes 617.64

Display charges and taxes for the current record.

Double listed per m881/14 to 03-0740040-13
 Bldgs were split out (11/2012) 56,706
 Somebody moved them 2/15/13 x,86
 per remarks but didn't convert
 other stuff 487,6716



Chgs/Taxes
Values
Inquiry

Parcel Information
Year 2014 Bill 31141 Tax year(s) 2014
Parcel 03-0740040-12

Alt
Street 8530
Unit

WILLARD RD
Juris 03 Class AG Status A
Subdiv 0 Zone List L
fam SIC Exempt N
SF 1488010 Bk/pg 1844/890
Acres 34.160 Date 11/29/2012

Ownership Information
Name1 NEWKIRK, KALTON
Name2 NEWKIRK, KATHERYN
Owner SSF 245788925
DBA
JAN 1 Owner: NEWKIRK, KALTON
Lender Act
Legal Description 8530 WILLARD RD
Serv
Add'l names N
Own

Assessment Values

	Prev year	This year
Land val	43,665	43,665
Bldg val	56,706	56,706
Pers val		
Gross	100,371	100,371
Spec assmnt bal		.00
Curr land use	AG	
Curr val exem		28,552
Curr taxable		71,819

Display charges and taxes for the current record.

Taxes/Exemptions/Prelim Adjustments

Charge	Rate	Amount	Exemption	Date	Amount
F09	0.075000	53.86			
G01	0.830000	596.10			

Totals
Taxes 649.96
Exempt/abated
Net taxes .00
649.96

QWR

56,706
x 1.905
513,189.3

Chgs/Taxes
Values
Inquiry

Parcel Information

Year 2015 Bill 31344 Tax year(s) 2015
 Parcel 03-0740040-12
 Alt
 Street WILLARD RD Unit
 Juris 03 Class AG Status A
 Subdiv Zone List L
 # fam SIC Exempt N
 SF 1488010 Bk/pg 1844/890
 Acres 34.160 Date 11/29/2012

Ownership Information

Name1 NEWKIRK, KALTON
 Name2 NEWKIRK, KATHERYN
 Owner SSF 245788925
 DBA
 JAM 1 Owner: NEWKIRK, KALTON
 Lender Acct Serv
 Legal Description
 8530 WILLARD RD

Taxes/Exemptions/Prelim Adjustments

Assessment Values	Prev year	This year
Land val	43,665	43,665
Bldg val	56,706	56,706
Peris val		
Gross	100,371	100,371
Spec assmnt bal		.00
Curr land use	AG	AG
Curr val exem		28,552
Curr taxable		71,819

Charge	Rate	Amount
F09	0.080000	57.46
G01	0.330000	596.10
Exemption	Date	Amount

Totals Taxes 653.56
 Exempt/abated .00
 Net taxes 653.56

Display charges and taxes for the current record.

QWR

56,706
 x .91
 516,0246

SAWAMPSON CO, NC - Property Card
 SITU: 8530 WILLARD RD
 Deeded Acres: 34.16
 Legal Description: 8530 Willard Rd

Ownership: 741400
 NEWKIRK, KALTON
 NEWKIRK, KATHERYN
 8390 WILLARD RD
 WILLARD NC 28478

Parcel: F Fair
 Fronting: 1/129/12 D
 Location: 10/23/12 D
 Parkings: 08/25/08 D
 Utility: W water; T septic tank
 Zoning: No Valid Sale

Sketch Vectors
 Vector

Parcel	Fair	Sale Dt	I	S	Price	Db/Pg	Valid	Code
1/129/12	D	10/23/12	D		1844/890	1841/687		
08/25/08	D				1717/743			

Improvement Description: AG

Story: FP Stacks: Bsm: Phys Cond: % Complete:
 Class: Openings: BSMT Gar: CDU: Grade:
 Ext Wall: Prefab FP: Attic: Over Depr Tb: C&D Fact:
 Yr Bilt: Rooms: Baths: Fct Dep %: G&D Desc:
 Eff Year: Bedrooms: Half: Fct Desc: TV/SF
 Heating: Unfin Area: Extra Fixt: Econ Desc: SP/SF
 Fuel: Fin Bsm Area: Misc 1: Econ Desc: RCN/SF
 System: Rec Room Area: Misc 2: N-Fact: RCNLD/SF

L#	Low	1st	2nd	3rd	Description	Area	Value(RCN)	Yr Bt	EFYr Bt	Grd	CDU	%Gd	Table	%Cmp	RCNLD

Assessment: 2017	Land:	BLDG:	Market:	Deferred:	Exempt:	Taxable:	Excluded:	Ag Use:	SWF:
	\$43,665	\$56,706	\$100,371	\$28,552	\$0	\$71,819		U	

Revisi: Entrances
 Reason:
 Appr Date Code Rev2

Building Permit
 Date Permit # Permit \$ CO Date

HSF: TSF: 0 Total:

Owner/ship: 93634
 LANIER, BETTY NEWKIRK
 105 COLQUITT DR
 WILMINGTON NC 28412
SITUS: 8530 WILLARD RD
Deeded Acres: 5.57
Legal Description:
 8530 Willard Rd

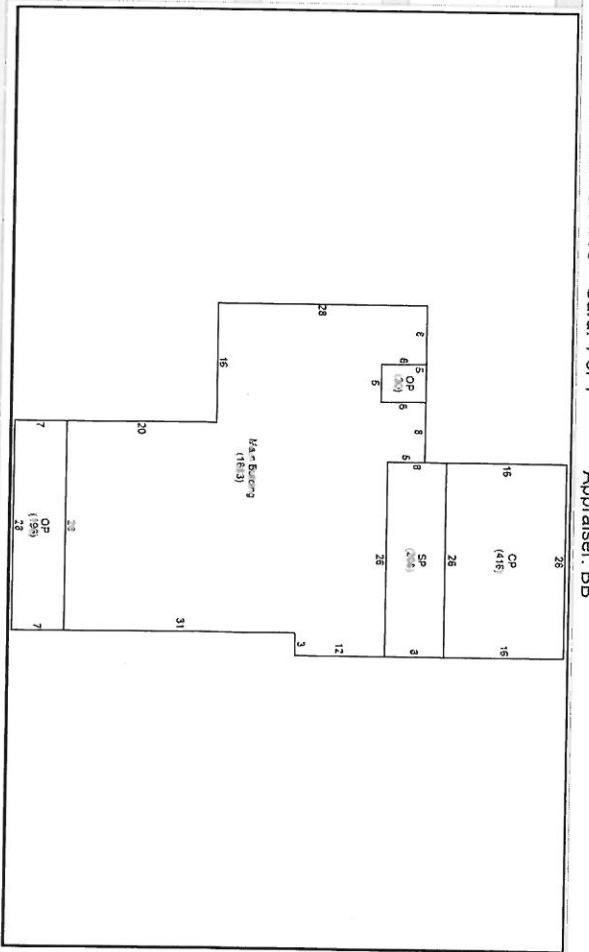
Parcel: F fair Sale Dt 1 S Price Dbl/Pg Valid Code
 Fronting: 10/23/12 D 1841/696
 Location: 08/25/08 D 17177743
 Parking: No Valid Sale
 Utility: W water, T septic tank
 Zoning:

Sketch Vectors
 A00GCR28U31R3U12L26U5L8D5L5U6L8D28R16D20 A01CD7R28U7L28
 A02R28U31R3U12C1L26U8R26D8 A03U20L16U28R8CD6R5U6L5
 A04R28U31R3U20C1L26U16R26D16

Improvement Description: AG conventional

Story: 1 **FP Stacks:**
Class: single family **Openings:**
Ext Wall: wood frame **Prefab FP:**
Yr Blt: 1874 **Rooms:** 6
Eff Year: 1961 **Bedrooms:** 3
Heating: forced hot air / cer **Unfn Area:**
Fuel: **Fin Bsmnt Area:**
System: heat and a/c **Rec Room Area:**

Bsmnt: **BSMT Gar:** **Phys Cond:** F
Attic: no attic/unfn's **CDU:** FR
Baths: 1 **Over Depr Tb:**
Half: 0 **Funct Desc %:**
Extra Fixt: 0 **Funct Desc:** C&D Desc: 47.45
Misc 1: **Econ Desc %:** SP/SF 0.00
Misc 2: **N-Fact:** RCNLD/SF 80.68
 RCNLD/SF 33.88



#	Low	1st	2nd	3rd	Description	Area	Value(RCN)	Yr Bt	EFY	BI	Gid	CDU	%Gd	Table	% Cmp	RCNLD
D	0				Conventional	1,683	117,884	1874	1961	C-1	FR		42			49,511
E	1				Open Porch	196	4,419	1874	1961	C-1	FR		42			1,856
L	2				Screen Porch	208	5,189	1874	1961	C-1	FR		42			2,179
A	3				Open Porch	30	872	1874	1961	C-1	FR		42			366
D	4				Carport	416	7,413	1874	1961	C-1	FR		42			3,113

Assessment: 2017
Land: \$23,146 **Excluded:**
BLDG: \$56,706 **Ag Use:**
Market: \$79,852 **SWF:**
Deferred: \$0
Exempt: \$0
Taxable: \$79,852

HSF:	TSF:	Total:
1,683	2,533	57,025

Entrances
Revis: 49,511
Reason: 1,856
Abpr Date **Code** **Rev2**
Building Permit
Date **Permit #** **Permit \$** **CO Date**

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

7393

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 Crown Farms, Inc.
_____ in North Clinton Township, Sampson County, for the year(s) and in the amount(s) of: 12-0123798-01

YEAR	
<u>2014</u>	\$ <u>112.24</u>
<u>2013</u>	\$ <u>118.94</u>
<u>2012</u>	\$ <u>122.23</u>
<u>2011</u>	\$ <u>133.08</u>
	\$ _____
	\$ _____
TOTAL REFUND	\$ <u>486.49</u>

These taxes were assessed through clerical error as follows.
Double listed to 12066822001 per Deed bk 1709/565 +
DB 1329/849 (.63 acre)

County Tax	<u>281.98</u>
School Tax	<u>51.41</u>
Advertising	<u>11.25</u>
Fire Tax	<u>11.25</u>
CO ₂ City Tax	<u>141.85</u>
TOTAL \$	<u>486.49</u>

Yours very truly

Mailing Address.

Taxpayer

Federal ID#

Social Security #

RECOMMEND APPROVAL:

Sampson County Tax Administrator

PO Box 1205

Clinton, NC 28329

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

7399

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 Renita Lavin Bell in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
2014	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
TOTAL REFUND	\$ <u>123.70</u>

These taxes were assessed through clerical error as follows.

CKK 8239 / turned in
2013 / Chw
258 79890

Gov County Tax 111.60
 School Tax _____
 PV Fob Fire Tax 12.10
 City Tax _____
 TOTAL \$ 123.70

Yours very truly

Renita Bell
Taxpayer

Mailing Address.

Renita Lavin Bell
x242 Stone Henge Dr
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

7403

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 Ellison Evander Williams in Dismal Township, Sampson County, for the year(s) and in the amount(s) of: 02-0104941-02

YEAR	
<u>2015</u>	\$ <u>219.⁰³</u>
<u>2014</u>	\$ <u>219.⁰³</u>
<u>2013</u>	\$ <u>208.³²</u>
<u>2012</u>	\$ <u>208.³²</u>
<u>2011</u>	\$ <u>208.³²</u>
TOTAL REFUND	\$ <u>1,063.⁰²</u>

These taxes were assessed through clerical error as follows.

Billed with 1979 DW in error that
Revaluation added, # 955.⁸⁷

Double/billed to 02-1103185-02

County Tax # 955.⁸⁷
 School Tax _____
 F20 Fire Tax # 107.¹⁵
 City Tax _____
 TOTAL \$ 1,063.⁰²

Yours very truly

Ellison Evander Williams
Taxpayer

Mailing Address.

1387 Butler Road
Salisbury, N.C. 28385

Social Security # _____

RECOMMEND APPROVAL:


Sampson County Tax Administrator

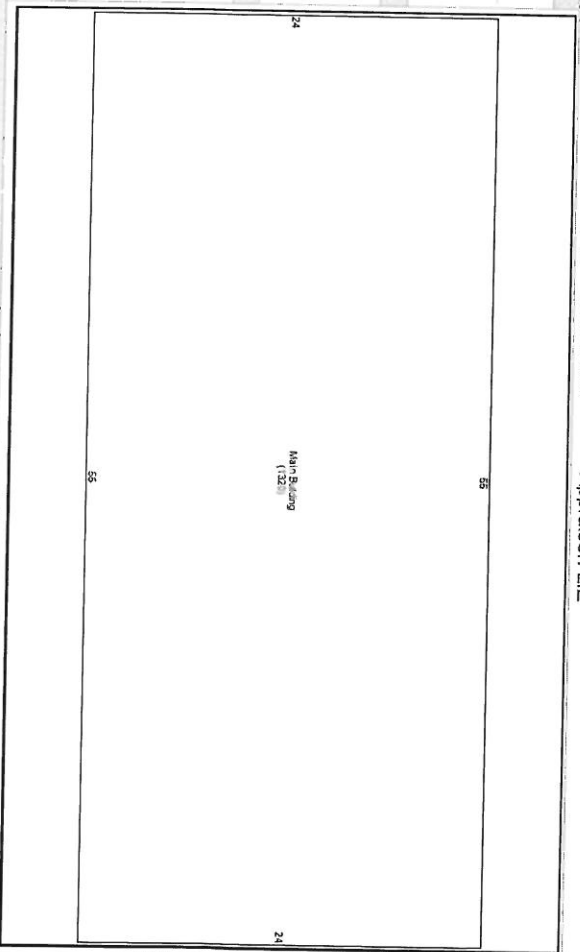
PLN #: 1439-#176
 Ownership: 104941
 WILLIAMS, ELLISON EVANDER
 1387 BUTLER RD
 SALEMBURG NC 28385

SAMPSON CO, NC - Property Card
 SITUS:
 BUTLER RD

Printed: 04/19/16 Card: 2 of 2 Appraiser: LIZ

Deeded Acres: .5
 Legal Description:
 Butler Rd

Parcel: Fair
 Fronting: 07/24/91 D Price 2,000 Db/Pg Valid. Code 1124/464
 Location: No Valid Sale
 Parking:
 Utility: E electric;
 Zoning:
 Sketch Vectors
 Vector
 A00CR55U24L55PD24



Improvement Description: R1 double wide moho

Story: 1
 Class: single family
 Ext Wall: alum/viny/steel
 Yr Bilt: 1979
 Eff Year: 1985
 Heating: heat pump
 Fuel:
 System: heat and a/c

FP Stacks:
 Openings:
 Prefab FP:
 Rooms:
 Bedrooms:
 Unfin Area:
 Fin Bsmt Area:
 Rec Room Area:

Bsmt:
 BSMT Gar:
 Attic:
 Baths:
 Half:
 Extra Fixt:
 Misc 1:
 Misc 2:

Phys Cond: A
 CDU: AV
 Over Depr Tp:
 Frnt Dep %:
 Econ Desc:
 Econ Desc:
 N-Fact:

% Complete: C
 Grade:
 C&D Fact:
 C&D Desc:
 TV/SF
 SP/SF
 RCN/SF
 RCNLD/SF

Assessment: 2015
 Land: \$6,563 Excluded:
 BLDG: \$296,975 Ag Use:
 Market: \$303,538 SWF:
 Deferred: \$0
 Exempt: \$0
 Taxable: \$303,538

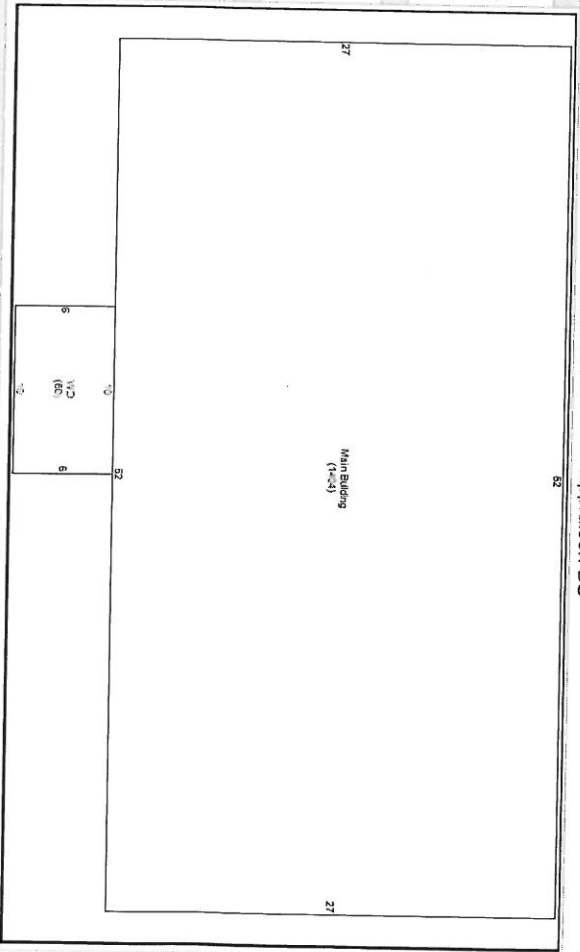
D	W	E	L	A	D	D	N	S																																																					
L#	Low	1st	2nd	3rd	Description	Area	Value(RCN)	Yr Bt	ETyr Bt	Grd	CDU	%Gd	Table	%Cmp	RCNLD																																														
0					Double Wide Moho	1,320	59,520	1979	1985	C	AV	40	40		23,808																																														
<table border="1"> <thead> <tr> <th colspan="15">Entrances</th> </tr> <tr> <th>Date</th> <th>Permit #</th> <th>Permit \$</th> <th>CO Date</th> <th>Appr</th> <th>Date</th> <th>Code</th> <th>Rev2</th> <th>Reason:</th> <th colspan="6"></th> </tr> </thead> <tbody> <tr> <td colspan="9"></td> <td colspan="6">Building Permit</td> </tr> </tbody> </table>															Entrances															Date	Permit #	Permit \$	CO Date	Appr	Date	Code	Rev2	Reason:																Building Permit							
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Totals																																																													
HSF:	TSF:	Area	Value	Yr Bt	ETyr Bt	Grd	CDU	%Gd	Table	%Cmp	RCNLD				Total:																																														
1,320	1,320	1,320	59,520	1979	1985	C	AV	40	40		23,808				23,808																																														

PIN #: 1439-#008
 Ownership: 1103185
 WILLIAMS, CARMON A., JR.
 139 ERVIN WILLIAMS LN
 SALEMBURG NC 28385

SAMPSON CO. NC - Property Card
 SITUS:
 111 & 139 ERVIN WILLIAMS LN
 Deeded Acres: .72
 Legal Description:
 Ervin Williams Ln

Parcel: F fair
 Fronting:
 Location:
 Parking:
 Utility: E electric; W water
 Zoning:
 Sketch Vectors
 Vector
 A00CR52U27L52D27 A01R16CD6R10U6L10

Printed: 04/19/16 Card: 1 of 3 Appraiser: BS



Improvement Description: R1 double wide moho

Story: 1
 Class: single family
 Ext Wall: wood frame
 Yr Blt: 1992
 Eff Year:
 Heating: heat pump
 Fuel:
 System: heat and a/c

FP Stacks:
 Openings:
 Prefab FP:
 Rooms: 5
 Bedrooms: 3
 Heating: heat pump
 Fuel:
 System: heat and a/c

Bsmt:
 BSMT Gar:
 Attic:
 Baths: 2
 Half:
 Extra Fixt:
 Misc 1:
 Misc 2:

Phys Cond: A
 CDU:
 Over Depr Tb:
 Fnct Dep %:
 Fnct Desc:
 Econ Dep%:
 Econ Desc:
 N-Fact:

% Complete: C+2
 Grade:
 C&D Fact:
 C&D Desc:
 TV/SF: 54.69
 SP/SF: 0.00
 RCN/SF: 48.61
 RCNLD/SF: 23.33

Assessment: 2017

Land: \$6,480 Excluded:
 BLDG: \$70,305 Ag Use:
 Market: \$76,785 SWF:
 Deferred: \$0
 Exempt: \$0
 Taxable: \$76,785

D	W	E	L	L	A	D	D	N	S							
#	Low	1st	2nd	3rd	Description	Area	Value(RCN)	Yr Bt	ET	Yr Bt	Grd	CDU	%Gd	Table	%Cmp	RCNLD
0					Double Wide Moho	1,404	67,019	1992			C+2	AV		48		32,169
1		WD			Wood Deck	60	1,231	1992			C+2	AV		48		591
Total:																
HSF: 1,404 TSF: 1,484 68,250 32,760																

Revisit:
 Reason:
 Entrances
 Appr Date Code Rev2
 Building Permit
 Date Permit # Permit \$ CO Date

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

7414

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 Mary K. Peacock in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
2016	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
TOTAL REFUND	\$ <u>119.73</u>

These taxes were assessed through clerical error as follows.

2014 Volvo
Vehicle Totalled, Tag Turned In
TAG # CMFB993

602 County Tax \$106.86
 School Tax _____
 Fire Tax \$12.87
 City Tax _____
 TOTAL \$ 119.73

Yours very truly

[Signature]
Taxpayer

Mailing Address.

[Signature]
GARY PEACOCK
190 Pinecroft Dr
Dunn NC 28334

Social Security # _____

RECOMMEND APPROVAL

[Signature]
Sampson County Tax Administrator

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

7410

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 Leonard Darden in Halls Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2011</u>	\$ <u>311.22</u>
<u>2012</u>	\$ <u>311.22</u>
<u>2013</u>	\$ <u>311.22</u>
<u>2014</u>	\$ <u>327.60</u>
<u>2015</u>	\$ <u>327.60</u>
TOTAL REFUND	\$ <u>1588.86</u>

These taxes were assessed through clerical error as follows.

as listed to above acct (04-0262040-02) & 04-0086690-01 belonging & titled to Martine Betti Hairr by Revial in error in 2011-

County Tax 1461.46
 School Tax _____
 Fire Tax 127.40
 City Tax _____
 TOTAL \$ 1588.86

Yours very truly

* George L Darden
Taxpayer

Mailing Address.

George Leonard Darden
1090 Parkdale Rd
Faison NC 28341

* Social Security # _____

RECOMMEND APPROVAL:

Jim Johnson
Sampson County Tax Administrator

PAR ID: 04026204002

Map #: L7 0 20A

JURIS CD: 04 HALLS G01 SAMPSON COUNTY

F08 HALLS FIRE DISTRICT

Route #: 4200

PIN #: 2419-83-5813
Ownership: 262040
DARDEN, GEORGE LEONARD
1090 PANHANDLE RD
FAISON NC 28341

SAMPSON CO, NC - Property Card
SITUS:
1090 PANHANDLE ROAD

Printed: 04/11/16 Card: 3 of 3

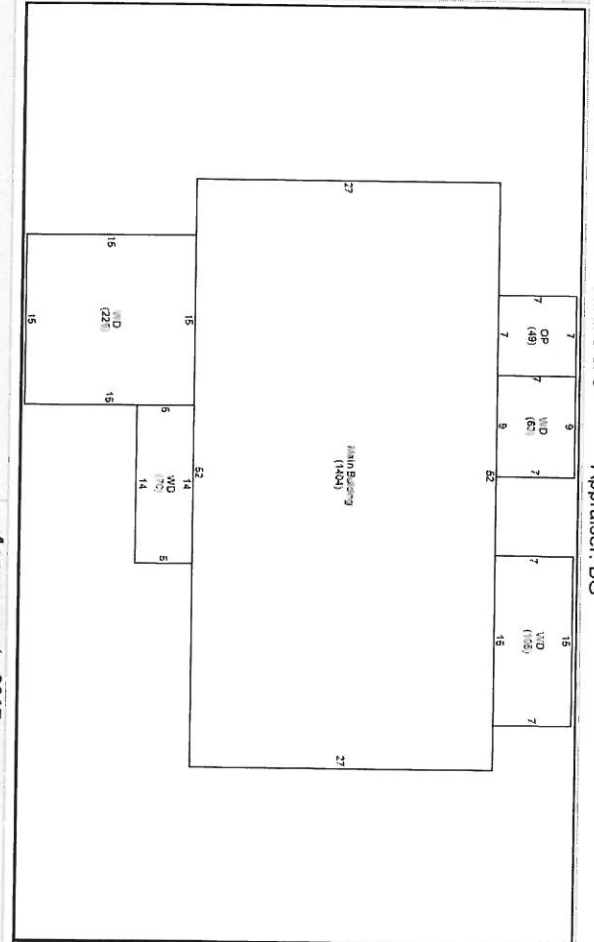
Appraiser: BG

Deeded Acres: 30
Legal Description:
L7 0 20a Sr 1745

Subd:
Parcel: F fair Sale Dt **I S** Price **Dh/Pg** Valid. Code
Location: No Valid Sale

Fronting:
Parking:
Utility: W water, E electric
Zoning:

Sketch Vectors
Vector
A00CR52U27L52D27 A01R5CD15R15U15L15 A02R20CD5R14U5L14 A03U27R10CUC7R7D7L7
A04U27R17CUC7R9D7L9 A05R52U27LACU7L15D7R15



Improvement Description: AG double wide moho

Story: 1
Class: single family
Ext Wall: alum/viny/steel
Yr Bilt:
Eff Year: 1998
Heating: heat pump
Fuel:
System: heat and a/c

FP Stacks: 1
Openings: 1
Prefab FP:
Rooms: 6
Bedrooms: 3
Unfin Area:
Fin Bmt Area:
Rec Room Area:

Bsmt: A
Bsm/T Gar: AV
Attic: no attic/unfin
Baths: 2
Half: 1
Extra Fxt:
Misc 1:
Misc 2:

Phys Cond: A
CDU: AV
Over Depr Tb:
Frnt Desc %: 75
Half: O
Econ Desc %:
Econ Desc:
N-Fact:

% Complete: C
Grade:
C&D Fact:
C&D Desc:
TV/SF: 163.09
SP/SF: 0.00
RCN/SF: 52.37
RCNLD/SF: 25.93
Assessment: 2017

Entrances

D	W	E	L	A	D	N	S
0	1	2	3	4	5		
Low	1st	2nd	3rd	Area	Value(RCN)	Yr Bt	ETyr Bt

Area

Yr Bt

ETyr Bt

Grd

CDU

%Gd

Table

% Cmp

RCNLD

Revsit:

Reason:

Appr Date

Code

Rev2

Entrances

1,404	225	70	49	63	105	1998	1998	C	AV	50	50	32,212
3,020	1,201	1,484	1,081	1,674		1998	1998	C	AV	50	50	1,495
65,074	65,074	65,074	65,074	65,074		1998	1998	C	AV	50	50	595
						1998	1998	C	AV	50	50	734
						1998	1998	C	AV	50	50	535
						1998	1998	C	AV	50	50	829

HSF:	TSF:	Area	Value(RCN)	Yr Bt	ETyr Bt	Grd	CDU	%Gd	Table	% Cmp	RCNLD
1,404	73,534	1,404	65,074	1998	1998	C	AV	50	50	32,212	
1,404	73,534	1,404	65,074	1998	1998	C	AV	50	50	32,212	
1,404	73,534	1,404	65,074	1998	1998	C	AV	50	50	32,212	
1,404	73,534	1,404	65,074	1998	1998	C	AV	50	50	32,212	
1,404	73,534	1,404	65,074	1998	1998	C	AV	50	50	32,212	
1,404	73,534	1,404	65,074	1998	1998	C	AV	50	50	32,212	
1,404	73,534	1,404	65,074	1998	1998	C	AV	50	50	32,212	
1,404	73,534	1,404	65,074	1998	1998	C	AV	50	50	32,212	
1,404	73,534	1,404	65,074	1998	1998	C	AV	50	50	32,212	
1,404	73,534	1,404	65,074	1998	1998	C	AV	50	50	32,212	
1,404	73,534	1,404	65,074	1998	1998	C	AV	50	50	32,212	
1,404	73,534	1,404	65,074	1998	1998	C	AV	50	50	32,212	
1,404	73,534	1,404	65,074	1998	1998	C	AV	50	50	32,212	
1,404	73,534	1,404	65,074	1998	1998	C	AV	50	50	32,212	
1,404	73,534	1,404	65,074	1998	1998	C	AV	50	50	32,212	
1,404	73,534	1,404	65,074	1998	1998	C	AV	50	50	32,212	
1,404	73,534	1,404	65,074	1998	1998	C	AV	50	50	32,212	
1,404	73,534	1,404	65,074	1998	1998	C	AV	50	50	32,212	
1,404	73,534	1,404	65,074	1998	1998	C	AV	50	50	32,212	
1,404	73,534	1,404	65,074	1998	1998	C	AV	50	50	32,212	
1,404	73,534	1,404	65,074	1998	1998	C	AV	50	50	32,212	

Date	Permit #	Permit \$	CO Date

Total: 36,400

PAR ID: 04026204002

Map #: L7 0 20A

JURIS CD:04 HALLS
G01 SAMPSON COUNTY

F08 HALLS FIRE DISTRICT

Route #: 4200

PIN #: 2419-83-5813

SAMPSON CO, NC - Property Card

Printed: 04/11/16

Card: 3 of 3

Appraiser: BG

Land Description: LUC: F NBHD: P Paved Road

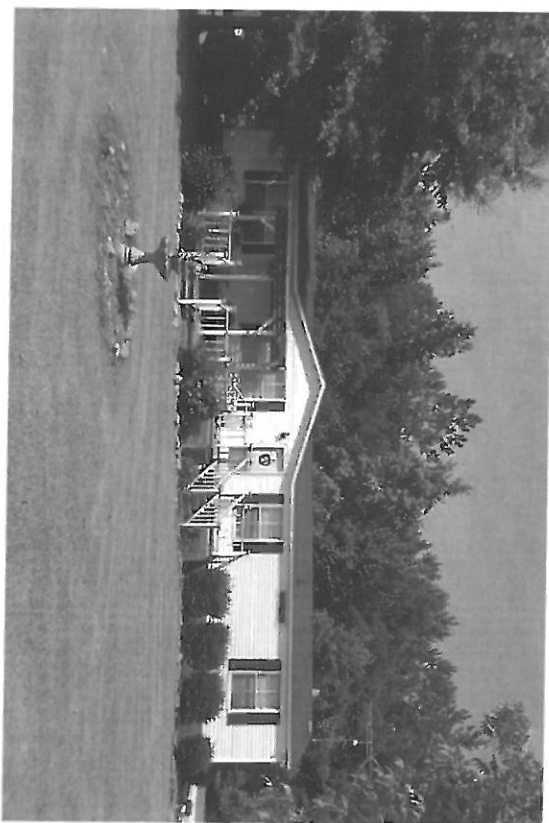
N-Fact:	Topo1: level	Topo3:	Road 1:	Road 2:	Value
Zoning:	Topo2:	Traffic:	AdiRate	AdiRate	Value
1 A 1CA Homesite Y		2,0000	10500	10500	21,000
2 A 4CA Woodland		28,0000	1199	1199	33,572

Total Parcel Size: AC 30.0000 Rate/AC 1,819.07 Value 54,572

Ag Use	LN	Soil	Acres	Rate	Value
CAM	1	n/a	4	A	0.00
F			28		382.00
					21,000
					10,696
					31,696

Comments:

- # 1 Comment Dw ls Leaseholdlocated At 1026 Panhandle Rd On 04-0262040-02



OB&Y

L#	Code	Yr Bilt	Eff Yr	W x L	Area	Grd	Units	Mod Cd	Rate	Ovrd Rte	RCN	Gnd	Funct	%Cmp	%Gd	RCNLDD
				X												
				X												
				X												
				X												
				X												

Total:

PAR ID: 04008669001

Map #:

JURIS CD: 04 HALLS
G01 SAMPSON COUNTY

F08 HALLS FIRE DISTRICT

Route #: 4100

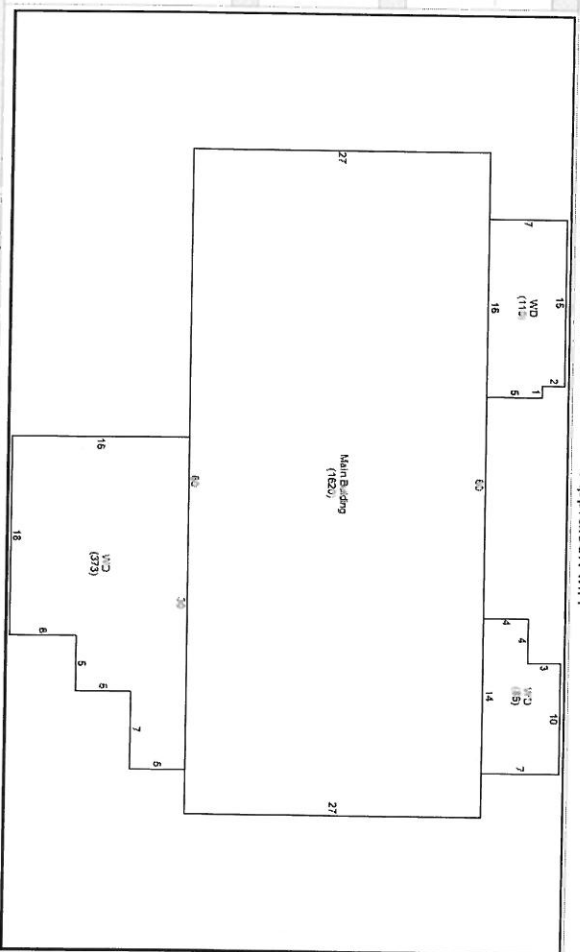
PIN #: 86690
Ownership: 86690
HAIR, MARTINE BETTI
10216 THOUGHTFUL SPOT WAY
RALEIGH NC 27614-8392

SAMPSON CO, NC - Property Card
SITUS:
1026 PANHANDLE RD
Deeded Acres:
Legal Description:
O Lh

Printed: 04/11/16 Card: 1 of 1 Appraiser: MH

Subd: Parcel: F fair Sale Dt: 1 S Price Db/Pg Valid. Code
Fronting: No Valid Sale
Location: No Valid Sale
Parking:
Utility: W water; E electric
Zoning:
Sketch Vectors

A00C1R60U27L60D27 A01R26CD16R18U6RSU5R7U5L30 A02R42U27CR14U7L100D3L4D4
A03U27R6CR16U5L1U2L15D7



Improvement Description: R1 double wide moho

Story: 1
Class: single family
Ext Wall: alum/ny/steel
Yr Blt: 1991
Eff Year:
Heating: heat pump
Fuel:
System: heat and a/c

FP Stacks: 1
Openings: 1
Prefab FP:
Rooms: 6
Bedrooms: 3
Unfin Area:
Fin Bsmt Area:
Rec Room Area:

Bsmt: 1
BSMT Gar:
Attic: no attic/unfin
Baths: 2
Half:
Extra Fixt:
Misc 1:
Misc 2:

Phys Cond: G
CDU: AV
Over Depr Tp:
Funct Dep %:
Funct Desc:
Econ Dep%:
Econ Desc:
N-Fact:

% Complete: C+1
Grade:
C&D Fact:
C&D Desc:
TV/SF
SP/SF
RCN/SF
RCNLD/SF

Land: \$0 Excluded:
BLDG: \$35,499 Ag Use:
Market: \$35,499 SWF:
Deferred: \$0
Exempt: \$0
Taxable: \$35,499

#	Low	1st	2nd	3rd	Description	Area	Value(RCN)	Yr Bt	EFYr Bt	Grd	CDU	%Gd	Table	%Cmp	RCNLD
0					Double Wide Moho	1,620	75,315	1991		C+1	AV	45			33,892
1					Wood Deck	32	862	1991		C+1	AV	45			388
2					Wood Deck	86	1,497	1991		C+1	AV	45			674
3					Wood Deck	110	1,770	1991		C+1	AV	45			797

Entrances

Revisit: 33,892
Reason: 388
Appr Date: 674
Code: 797
Rev2

HSF:	TSF:	Value	Total
1,620	1,848	79,444	35,751

Date	Permit #	Permit \$	CO Date

PAR ID: 04008669001

Map #:

JURIS CD:04 HALLS
G01 SAMPSON COUNTY

F08 HALLS FIRE DISTRICT

Route #: 4100

PIN #:

SAMPSON CO, NC - Property Card

Printed: 04/11/16 Card: 1 of 1

Appraiser: MH

Land Description: LUC: F NBHD: P Paved Road

N-Fact: Topo1: level
Zoning: Topo2:

Topo3:
Traffic:

Road 1:
Road 2:

L# Typ Code Desc

Size BaseRate Adj

AdjRate

Value

Ag Use LN Soil

Acres

Rate

Value

Total Parcel Size: AC Rate/AC Value 0

Value

Comments:

Comment
1 Location 1026 Panhandle Rd On 04-0262040-02.

OB&Y

L#	Code	Yr	Bit	Eft	Yr	W	x	L	Area	Grd	Units	Mod	Cd	Rate	Ovr	Rte	RCN	Cnd	Enct	%Comp	%Gd	RCNLD	
Total:																							

**APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

Approved: _____

Date: _____

County: Sampson

Contact Person: David K. Clack

LEA: Clinton City

Title: Finance Director

Address: 406 County Complex Rd, Ste 120 Clinton, NC 28328

Phone: 910-592-7181

Project Title: USDA Loan Clinton High School

Location: Clinton, NC 28328

Type of Facility: New High School

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

(3) No county shall have to provide matching funds...

(4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.

(5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. **Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.**

Short description of Construction Project: Debt payment on USDA Community Facilities Loan issued July, 2006

Estimated Costs:

Purchase of Land	_____	\$	_____
Planning and Design Services	_____		_____
New Construction	_____		_____
Additions / Renovations	_____		_____
Repair	_____		_____
Debt Payment / Bond Payment	_____		435,300.00
TOTAL	_____	\$	435,300.00

Estimated Project Beginning Date: _____ Est. Project Completion Date: _____

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 435,300.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners)

(Date)

(Signature — Chair, Board of Education)

(Date)

**APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

Approved: _____

Date: _____

County: Sampson

Contact Person: David K. Clack

LEA: Sampson County

Title: Finance Director

Address: 406 County Complex Rd., Ste 120, Clinton, NC 28328

Phone: 910-592-7181

Project Title: 2006 COPs Issue School Construction

Location: Clinton, NC 28328

Type of Facility: New Union and Midway High Schools

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

- (3) No county shall have to provide matching funds...
- (4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.
- (5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. **Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.**

Short description of Construction Project: Debt payment on \$55,060,000 Certificates of Participation issued November, 2006

Estimated Costs:

Purchase of Land _____	\$ _____	
Planning and Design Services _____	_____	
New Construction _____	_____	
Additions / Renovations _____	_____	
Repair _____	_____	
Debt Payment / Bond Payment _____		1,184,000.00
TOTAL _____	\$ _____	1,184,000.00

Estimated Project Beginning Date: _____ Est. Project Completion Date: _____

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 1,184,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners)

(Date)

(Signature — Chair, Board of Education)

(Date)

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

April 20, 2016

MEMO:

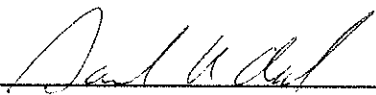
FROM: David K. Clack, Finance Officer
 TO: Sampson County Board of Commissioners
 VIA: County Manager & Finance Officer
 SUBJECT: Budget Amendment for fiscal year 2015-2016

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

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11659110-555031	Category II capital outlay	103,039.00	
11659110-550000	Unallocated capital outlay		103,039.00

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

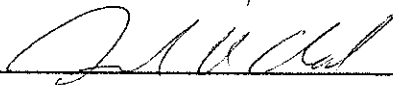
2. Reason(s) for the above request is/are as follows:
 To reallocate funds at the request of the School systems to purchase fire alarm equipment.



 (Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 2016


 (County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____

 (County Manager & Budget Officer)

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

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

April 19, 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 School Debt Service Department be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
32891115-572100	Interest on debt	1,871,900.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
32839110-409900	Fund balance appropriated	1,871,900.00	

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

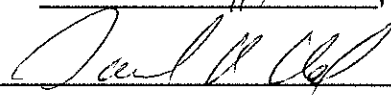
To allocate funds from the refunded bond to pay the interest on the bond issue. These funds are part of the escrow account created when we refunded the bond issue in the prior year.



 (Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 2016


 (County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____

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

 (County Manager & Budget Officer)

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

4/18/2016

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 HEALTH PROMOTIONS Department be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12551550-526200	DEPARTMENT SUPPLIES	100.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12535155-408900	MISC REVENUE	100.00	

2. Reason(s) for the above request is/are as follows:
RECEIVEMISC REVENUE DONATION FUNDS FOR TEEN HEALTH FAIR

Wanda Kline
(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

4/21, 2016
[Signature]
(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____

(County Manager & Budget Officer)

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

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

4/12/2016

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 IMMUNIZATIONS Department be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12551600-526200	DEPARTMENT SUPPLIES	765.00	
12551600-526201	DEPARTMENT SUPPLIES EQUIPMENT	2,769.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12535160-404000	STATE ASSISTANCE	3,534.00	

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

RECEIVE ADDITIONAL STATE FUNDS TO PURCHASE IMMUNIZATIONS REFRIGERATOR AND OTHER NEEDED SUPPLIES

[Handwritten Signature]

(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

4/21, 2016

[Handwritten Signature]

(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____

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

(County Manager & Budget Officer)

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

April 11, 2016

FROM: Lorie Sutton, Director of Aging

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

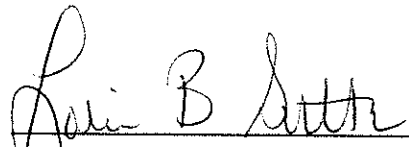
SUBJECT: Budget Amendment for fiscal year 2015-2016

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>
02558810-526200	FCG - Department Supplies	\$ 100.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02035881-408401	FCG - Donations	\$ 100.00	

2. Reason(s) for the above request is/are as follows:
To budget donation received on 4-11-16.

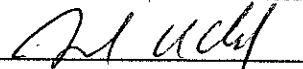


(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

4/21, 2016



(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____

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

(County Manager & Budget Officer)

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO: _____ 4/6/2016

FROM: JIM JOHNSON _____ Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

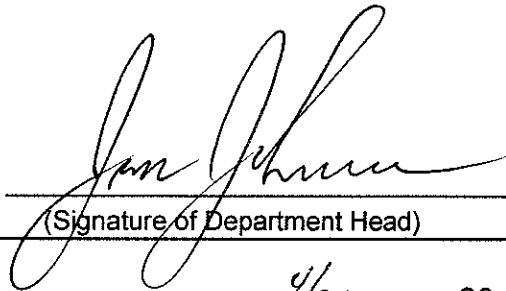
SUBJECT: Budget Amendment for fiscal year 2015-2016

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11141400-519100	PROFESSIONAL SERVICES	32,000.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11034140-404125	LEGAL FEES COLLECTED	32,000.00	

2. Reason(s) for the above request is/are as follows:
WARRICK AND BRADSHAW PA- FORECLOSURE FEES

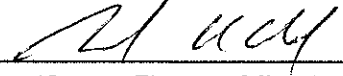


 (Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____ 4/21, 2016



 (County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____

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

(County Manager & Budget Officer)

COUNTY OF SAMPSON
BUDGET AMENDMENT

MEMO:

April 1, 2016

Date

FROM: Sarah W. Bradshaw

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 Social Services Department be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
13553100-531300	Transportation of Patients	10,000.00	
13553100-531100	Special Children State Adoption Fund	57,600.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
13535450-403304	Title XIX Transportation	10,000.00	
13535471-402630	Special Children State Adoption Fund	57,600.00	

2. Reason(s) for the above request is/are as follows: To record funds received from the State Special Children Adoption Fund and additional funding for Medicaid clients self-transportation for the remainder of fiscal year 2015-2016.



(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.



4/21, 2016



(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____

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

(County Manager & Budget Officer)

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.