



**SAMPSON COUNTY
BOARD OF COMMISSIONERS
MEETING AGENDA
March 6, 2017**

6:00 pm Convene Regular Meeting (County Auditorium)
Invocation and Pledge of Allegiance
Approve Agenda as Published

Tab 1 Reports and Presentations

- a. Recognition of Retirees **1**
- b. Introduction of New 4H Agent **2**

Tab 2 Planning and Zoning 3 - 15

- a. RZ-2-17-1 Request to Rezone 22.3 Acres Located Along Roseboro Highway from RA- Residential Agriculture to C-Commercial **Map (12)**
- b. RZ-2-17-2 Request to Rezone 3 Acres Located at the Intersection of Highway 242 and High House Road from RA- Residential Agriculture to C-Commercial **(Application Withdrawn)**
- c. RZ-2-17-3 Request to Rezone .58 Acres Located at 96 Stone Place from R- Residential to RA- Residential Agriculture **Map (13)**
- d. RZ-2-17-1 Request to Rezone 33.19 Acres Located Along I-40 and Goshen Church Road from RA- Residential Agriculture to C- Commercial **Map (14)**
- e. Planning Board Appointments

Tab 3 Action Items

- a. Public Hearing - Execution and Delivery of Contract and Deed of Trust and Refinancing of Certain USDA Debt **16 - 19**
- b. Approval of Eagle Scout Project - Installation of AED (Automatic External Defibrillator) at Exposition Center **20 - 22**
- c. Approval of Cost Savings Proposal EXP 003 Telephone System Upgrade (VOIP) **23 - 27**
- d. Award of Bid for Audit Contract for Fiscal Year Ending June 30, 2017 **28 - 46**
- e. Appointments **47 - 49**
 - LEPC
 - Advisory Board of Older Adults Home and Community Care Block Grant
 - EMS Franchise Ordinance Committee

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a. Approve the minutes of the February 6, 2017 meeting	51 - 57
b. Authorize execution of the agreement between Sampson Community College and Sampson County Emergency Management regarding curriculum and continuing education EMS programs	58 - 62
c. Authorize execution of the Funding Agreement for the 2017 Essential Single-Family Rehabilitation Loan Pool housing program	63 - 99
d. Authorize execution of the lease agreement between Sampson County and Eastpointe Human Services for space at 120 County Complex Road	100 - 102
e. Declare 2002 Trailblazer VIN# 1GNDSI3S22443871 and 2007 Ford Explorer VIN# 1FMFU16507LA24181 as surplus and authorize transfer of one vehicle of their choice to Autryville Fire Department	103 - 104
f. Approve late land use application submitted by Durwood P. and Richard H. Boney	105 - 112
g. Approve tax refunds and releases as submitted	113 - 121
h. Approve budget amendments as submitted	122 - 133
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Closed Session - GS 143-318.11 (a)(5), Acquisition of Property	
Adjournment	

OUR PUBLIC CHARGE

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

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 1(a)

Meeting Date:	March 6, 2017	<input type="checkbox"/> Information Only	<input type="checkbox"/> Public Comment
		<input checked="" type="checkbox"/> Report/Presentation	<input type="checkbox"/> Closed Session
		<input type="checkbox"/> Action Item	<input type="checkbox"/> Planning/Zoning
		<input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Water District Issue

SUBJECT: Recognition of Retirees

DEPARTMENT: Governing Body

PUBLIC HEARING: No

CONTACT PERSON: Vice Chairperson Sue Lee

PURPOSE: To recognize County employees for their dedicated service

ATTACHMENTS: None

BACKGROUND: Retirees as of February 2017:

Deborah H. Daughtry (EMS): November 1982 - February 2017
Tincy G. Davis (Aging/Transportation): January 1990 - February 2017

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

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 1(b)

Meeting Date: March 6, 2017

<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: Introduction of New 4-H Extension Agent

DEPARTMENT: Cooperative Extension Service

PUBLIC HEARING: No

CONTACT PERSON: Eileen Coite, CES Director

PURPOSE: To welcome new 4H Agent Genny Thompson

ATTACHMENTS: None

BACKGROUND: CES Director Eileen Coite will introduce the newest 4-H Extension Agent Genny Thompson, who joined the Sampson County Cooperative Extension staff on February 1, 2017. Ms. Thompson came to CES from DSS in Duplin County and has previously worked for Camp Lejeune Marine and Family Programs as lead Administrative Assistant.

RECOMMENDED
ACTION OR MOTION: Welcome Ms. Thompson to Sampson County Cooperative Extension

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 2 (a-e)

Meeting Date: March 6, 2017

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

SUBJECT: Planning Issues

DEPARTMENT: Clinton-Sampson Planning and Zoning

PUBLIC HEARING: Yes (except for the appointment)

CONTACT PERSON: Mary Rose, Planning Director

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

ATTACHMENTS: Planning Staff Memorandum; Minutes; Maps

BACKGROUND:

- a. **RZ-2-17-1** Planning staff will review a request to rezone approximately 22.3 acres located along Roseboro 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 and other long range planning documents due to the fact this property is located along a major thoroughfare where commercial development is encouraged. Based upon these findings, the Planning Board unanimously recommended **approval** of the rezoning request and the adoption of a zoning consistency statement.
- b. **RZ-2-17-2** This rezoning request has been withdrawn by the applicant.
- c. **RZ-2-17-3** Planning staff will review a request to rezone approximately .58 acres located along at 96 Stone Place from R-Residential to RA-Residential Agriculture. The Planning Board has heard certain findings of fact (as shown in attached documents) and determined that the request was consistent with the goals and objectives of the Sampson County Land Use Plan and other long range planning documents due to the fact this property is located within a portion of the County designated as a Residential Growth Area in Section 2 of the Sampson County Land Use Plan (Future Land Use Map). This section further identifies appropriate uses for this area would include rural residential development. Based upon these findings, the Planning Board unanimously recommended **approval** of the rezoning request and the adoption of a zoning consistency statement.

- d. **RZ-2-17-4** Planning staff will review a request to rezone approximately 33.19 acres located along I-40 and Goshen Church Road 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 and other long range planning documents due to the fact this property is located less than a mile from the Suttontown I-40 interchange, a major thoroughfare where commercial development is encouraged. Based upon these findings, the Planning Board unanimously recommended **approval** of the rezoning request and the adoption of a zoning consistency statement.
- e. **Planning Board Appointments** Gary Mac Herring's second term on the Planning Board expires in February, and he is not eligible at this time for reappointment. Also, Gary Henry is completing his first term in February; he is eligible for reappointment.

RECOMMENDED
ACTION OR
MOTION:

- a. Motion to approve rezoning request CZ-2-17-1, accepting the presented findings of fact and making the following zoning consistency statement: *Whereas, in accordance with the provisions of North Carolina General Statute 153A-341, the Sampson County Board of Commissioners does hereby find and determine that the recommendation of the ordinance amendment RZ-2-17-1 is consistent with the goals and objectives of the Sampson County Land Use Plan and other long range planning documents due to the fact this property is located along a major thoroughfare where commercial development is encouraged.*
- b. No action needed; applicant withdrew application.
- c. Motion to approve rezoning request RZ-2-17-3, accepting the presented findings of fact and making the following zoning consistency statement: *Whereas, in accordance with the provisions of North Carolina General Statute 153A-341, the Sampson County Board of Commissioners does hereby find and determine that the recommendation of the ordinance amendment RZ-2-17-3 is consistent with the goals and objectives of the Sampson County Land Use Plan for residential growth due to the fact this area is located within a portion of the County designated as a Residential Growth Area in Section 2 of the Sampson County Land Use Plan (Future Land Use Map). This section further identifies appropriate uses for this area would include rural residential development.*
- d. Motion to approve rezoning request RZ-2-17-4, accepting the presented findings of fact and making the following zoning consistency statement: *Whereas, in accordance with the provisions of North Carolina General Statute 153A-341, the Sampson County Board of Commissioners does hereby find and determine that the recommendation of the ordinance amendment RZ-2-17-4 is consistent with the goals and objectives of the Sampson County Land Use Plan and other long range planning documents due to the fact this property is located less than a mile from the Suttontown I-40 interchange, a major thoroughfare where commercial development is encouraged.*
- e. Make appointments for the two seats on the Planning Board.



Clinton-Sampson Planning Department

227 Lisbon Street

Post Office Box 199

Clinton, North Carolina 28329

(910) 299-4904 (T) - (910) 592-4261 (F)



To: Ed Causey, County Manager
From: Mary M. Rose, Planning Director
Subject: February 20, 2017 Sampson County Planning and Zoning Board Meeting -
County Board of Commissioners March 6, 2017 Agenda Item
Date: February 21, 2017

The following requests were addressed by the Planning and Zoning Board at their February 21, 2017 meeting:

RZ-2-17-1 - A rezoning request by Charles Williams to rezone approximately 22.3 acres located along Roseboro Highway from RA-Residential Agriculture to C-Commercial was unanimously recommended by the Planning Board with the below findings of fact and zoning consistency statement. (See attached location map)

Findings of Fact:

1. Charles Williams has signed the rezoning application as the owner of the property under consideration.
2. This rezoning will include approximately 22.3 acres as shown on the location map.
3. The property is currently zoned RA-Residential Agriculture. (see attached site map)
4. This property is located along Autry Highway. The properties adjoining to the north, south, east, and are zoned RA-Residential Agriculture. The property adjacent to the west is located within the Roseboro ETJ.
5. In section 1 of the Sampson County Land Use Plan, economic growth and commercial activities are encouraged at locations with access to major thoroughfares such as NC 24.
6. All adjacent property owners within 100' have been notified by mail and the property has been posted.

Zoning Consistency Statement:

Whereas, in accordance with the provisions of North Carolina General Statute 153A-341, the Sampson County Planning Board does hereby find and determine that the recommendation of the ordinance amendment RZ-2-17-1 is consistent with the goals and objectives of the Sampson County Land Use Plan and other long range planning documents due to the fact this property is located along a major thoroughfare where commercial development is encouraged.

RZ-2-17-2 - A rezoning request by Derwood Spell, Jr. to rezone approximately 3 acres located at the intersection of Hwy 242 and High House Road from RA-Residential Agriculture to C-Commercial was withdrawn by the applicant prior to Planning Board consideration.

RZ-2-17-3 - A rezoning request by Joyce Umbarger to rezone approximately 0.58 of an acre located at 96 Stone Place Road from R-Residential to RA-Residential Agriculture was unanimously recommended by the Planning Board with the below findings of fact and zoning consistency statement. (See attached location map)

Findings of Fact:

1. Joyce Umbarger has signed the rezoning application as the owner of the property under consideration.
2. This rezoning will include approximately 0.58 of an acre as shown on the location map.
3. The property is currently zoned R-Residential. (see attached site map)

4. This property is located at 96 Stone Place Road. The properties adjoining to the north and west are zoned R-Residential. The properties to the east and south are zoned RA-Residential Agriculture.
5. This property is located in the northern part of Sampson County. In Section 2 of the Sampson County Land Use Plan, this portion of the county is designated as a residential growth area.
6. All adjacent property owners within 100' have been notified by mail and the property has been posted.

Zoning Consistency Statement:

Whereas, in accordance with the provisions of North Carolina General Statute 153A-341, the Sampson County Planning Board does hereby find and determine that the recommendation of the ordinance amendment RZ-2-17-3 is consistent with the goals and objectives of the Sampson County Land Use Plan for residential growth due to the fact this area is located within a portion of the County designated as a Residential Growth Area in Section 2 of the Sampson County Land Use Plan (Future Land Use Map). This section further identifies appropriate uses for this area would include rural residential development.

RZ-2-17-4 - A rezoning request by Connie Thornton to rezone approximately 33.19 acres located along Interstate 40 and Goshen Church Road from RA-Residential Agriculture to C-Commercial was unanimously recommended by the Planning Board with the below findings of fact and zoning consistency statement. (See attached location map)

Findings of Fact:

1. Connie Thornton has signed the rezoning application as the owner of the property under consideration.
2. This rezoning will include approximately 33.19 acres as shown on the location map.
3. The property is currently zoned RA-Residential Agriculture. (see attached site map)
4. This property is located along Interstate 40 and has access to Goshen Church Road. The properties adjoining to the south, east, and west are zoned RA-Residential Agriculture. The property is bordered to the north by Interstate 40.
5. In section 1 of the Sampson County Land Use Plan, economic growth and commercial activities are encouraged at locations with access to major thoroughfares. The proposed property is within 4000' of the Suttontown I-40 interchange.
6. All adjacent property owners within 100' have been notified by mail and the property has been posted.

Zoning Consistency Statement:

Whereas, in accordance with the provisions of North Carolina General Statute 153A-341, the Sampson County Planning Board does hereby find and determine that the recommendation of the ordinance amendment RZ-2-17-4 is consistent with the goals and objectives of the Sampson County Land Use Plan and other long range planning documents due to the fact this property is located less than a mile from the Suttontown I-40 interchange, a major thoroughfare where commercial development is encouraged.

Please contact my office with any additional questions or comments.

attachments

cc: Susan Holder, Assistant County Manager

MINUTES OF THE SAMPSON COUNTY
PLANNING AND ZONING BOARD

Meeting Date

February 20, 2017

Members Present

Ann Naylor
Sherri Smith
Debra Bass
Gary Mac Herring
Gary Henry
Nancy Blackman

Members Absent

Steve Parker

Minutes Approved

Upon a motion by Ann Naylor and seconded by Gary Henry, the minutes of January 16, 2017 meeting were unanimously approved as presented.

SU-2-17-1

A special use request by PPSNCF1, LLC to construct a Solar Farm located along Spencer Road in an RA-Residential Agriculture district. (see attached location map)

Staff informed the Board they had reviewed the Special Use Permit request and made the following findings:

1. Kevin Chen has signed the special use application as the applicant of the property under consideration.
2. The property under consideration contains approximately 30 acres. The applicant is proposing to develop 15 acres as shown on the location map. (See the attached site plan.)
3. The property is currently zoned RA-Residential Agriculture.
4. The proposed project meets all setbacks, and other dimensional criteria required by the Sampson County Zoning Ordinance.
5. There will be a security fence installed around the solar equipment.
6. The properties adjacent to the north, south, and west are zoned RA-Residential Agriculture. The property to the east is in Faison's extra territorial jurisdiction.
7. All adjacent property owners within 100' have been notified by mail and the property has been posted.

April Montgomery was sworn in as representative of the applicant. Ms. Montgomery presented the board with an information packet followed by a power point presentation. Ms. Montgomery informed the board the proposed development would only encompass 15 acres, all equipment would be certified by a licensed engineer, there would be a 6' security fence surrounding the equipment, and the fence separating the site from the adjoining residentially occupied property would be opaque with a 15' wide vegetative buffer.

Mr. Rich Kirkland, a professional real estate appraiser, informed the board he had looked at over 200 sites over 6 years determining what effect solar farms had on the surrounding property values. In his experience there has been no negative impact on adjoining property values.

After discussion Ann Naylor moved the use will not materially endanger the public health or safety if located according to the plan submitted and approved, the motion was seconded by Gary Henry and was unanimously approved.

Nancy Blackmon moved the use meets all required conditions and specifications, the motion was seconded by Ann Naylor and was unanimously approved.

Ann Naylor moved the use will not substantially injure the value of adjoining or abutting property, the motion was seconded by Gary Henry and was unanimously approved.

Debra Bass moved the location and character of the use, if developed according to the plan as submitted and approved, will be in harmony with the area in which it is to be located and in general conformity with the Sampson County Land Use Plan., the motion was seconded by Nancy Blackman and was unanimously approved.

DECISION. After consideration and approval of all four standards being met SU-2-17-1 was unanimously approved with the condition that the site be developed as proposed including all fence and buffer requirements.

SU-2-17-2

A special use request by Todd Daughtry to operate a beach bingo facility, as indoor recreation, at 2665 Southeast Boulevard in a RA-Residential Agriculture district. (see attached location map)

Staff informed the Board they had reviewed the Special Use Permit request and made the following findings:

1. Todd Daughtry has signed the special use application as the applicant of the property under consideration.
2. The property under consideration contains approximately 2.52 acres as shown on the location map. (See the attached site plan.)
3. The property is currently zoned RA-Residential Agriculture.
4. The proposed project meets all setbacks, and other dimensional criteria required by the Sampson County Zoning Ordinance.
5. The properties adjacent to the north, south, east, and west are zoned RA-Residential Agriculture.
6. The applicant is proposing to utilize the existing building located on the property and proposed the hours of operation to be Friday through Sunday, from 6:00 pm to 11:00 pm.
7. All adjacent property owners within 100' have been notified by mail and the property has been posted.

Mr. Todd Daughtry was sworn in and informed the board he had previously operated a Bingo operation at this location from 2002 through 2006.

After discussion Ann Naylor moved the use will not materially endanger the public health or safety if located according to the plan submitted and approved, the motion was seconded by Gary Henry and was unanimously approved.

Debra Bass moved the use meets all required conditions and specifications, with the motion seconded by Sherri Smith and was unanimously approved.

Sherri Smith moved the use will not substantially injure the value of adjoining or abutting property, the motion was seconded by Ann Naylor and was unanimously approved.

Ann Naylor moved the location and character of the use, if developed according to the plan as submitted and approved, will be in harmony with the area in which it is to be located and in general conformity with the Sampson County Land Use Plan., the motion was seconded by Debra Bass and was unanimously approved.

DECISION. After consideration and approval of all four standards SU-2-17-2 was unanimously approved with the proposed hours and days of operation as presented.

RZ-2-17-1

A rezoning request by Charles Williams to rezone approximately 22.3 acres located along Roseboro Highway from RA-Residential Agriculture to C-Commercial. (See attached location map)

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

1. Charles Williams has signed the rezoning application as the owner of the property under consideration.
2. This rezoning will include approximately 22.3 acres as shown on the location map.
3. The property is currently zoned RA-Residential Agriculture. (see attached site map)
4. This property is located along Autry Highway. The properties adjoining to the north, south, east, and are zoned RA-Residential Agriculture. The property adjacent to the west is located in the Roseboro ETJ.
5. In section 1 of the Sampson County Land Use Plan, economic growth and commercial activities are encouraged at locations with access to major thoroughfares such as NC 24.
6. All adjacent property owners within 100' have been notified by mail and the property has been posted.

Zoning Consistency Statement:

Whereas, in accordance with the provisions of North Carolina General Statute 153A-341, the Sampson County Planning Board does hereby find and determine that the recommendation of the ordinance amendment RZ-2-17-1 is consistent with the goals and objectives of the Sampson County Land Use Plan and other long range planning documents due to the fact this property is located along a major thoroughfare where commercial development is encouraged.

Mr. Aubrey Crumpler appeared before the Board as an adjacent property owner who expressed his concern with a potential commercial rezoning. Chairman Herring informed Mr. Crumpler the Planning Board did not make the final decision only a recommendation to the Board of Commissioners, and Mr. Crumpler was welcome to attend and express his concerns before the County Board of Commissioners at the public hearing to be held Monday,

March 6th in the County Auditorium. Chairman Herring as well as Mrs. Rose, Planning Director, suggested Mr. Crumpler contact the applicant, Mr. Charles Williams to discuss the potential development plans for the property.

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

Ayes: Unanimous

RZ-2-17-2

A rezoning request by Derwood Spell, Jr. to rezone approximately 3 acres located at the intersection of Maxwell Road and High House Road from RA-Residential Agriculture to C-Commercial. Mrs. Rose informed the board the applicant had withdrawn the rezoning request at this time.

RZ-2-17-3

A rezoning request by Joyce Umbarger to rezone approximately 0.58 of an acre located at 96 Stone Place Road from R-Residential to RA-Residential Agriculture. (See attached location map)

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

1. Joyce Umbarger has signed the rezoning application as the owner of the property under consideration.
2. This rezoning will include approximately 0.58 of an acre as shown on the location map.
3. The property is currently zoned R-Residential. (see attached site map)
4. This property is located at 96 Stone Place Road. The properties adjoining to the north and west are zoned R-Residential. The properties to the east and south are zoned RA-Residential Agriculture.
5. This property is located in the northern part of Sampson County. In Section 2 of the Sampson County Land Use Plan, this portion of the county is designated as a residential growth area.
6. All adjacent property owners within 100' have been notified by mail and the property has been posted.

Zoning Consistency Statement:

Whereas, in accordance with the provisions of North Carolina General Statute 153A-341, the Sampson County Planning Board does hereby find and determine that the recommendation of the ordinance amendment RZ-2-17-3 is consistent with the goals and objectives of the Sampson County Land Use Plan for residential growth due to the fact this area is located within a portion of the County designated as a Residential Growth Area in Section 2 of the Sampson County Land Use Plan (Future Land Use Map). This section further identifies appropriate uses for this area would include rural residential development.

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

Ayes: Unanimous

RZ-2-17-4

A rezoning request by Connie Thornton to rezone approximately 33.19 acres located along Interstate 40 and Goshen Church Road from RA-Residential Agriculture to C-Commercial. (See attached location map)

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

1. Connie Thornton has signed the rezoning application as the owner of the property under consideration.
2. This rezoning will include approximately 33.19 acres as shown on the location map.
3. The property is currently zoned RA-Residential Agriculture. (see attached site map)
4. This property is located along Interstate 40 and has access to Goshen Church Road. The properties adjoining to the south, east, and west are zoned RA-Residential Agriculture. The property is bordered to the north by Interstate 40.
5. In section 1 of the Sampson County Land Use Plan, economic growth and commercial activities are encouraged at locations with access to major thoroughfares. The proposed property is within 4000' of the Suttontown, I-40 interchange.
6. All adjacent property owners within 100' have been notified by mail and the property has been posted.

Zoning Consistency Statement:

Whereas, in accordance with the provisions of North Carolina General Statute 153A-341, the Sampson County Planning Board does hereby find and determine that the recommendation of the ordinance amendment RZ-2-17-4 is consistent with the goals and objectives of the Sampson County Land Use Plan and other long range planning documents due to the fact this property is located less than a mile from the Suttontown, I-40 interchange, a major thoroughfare where commercial development is encouraged.

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

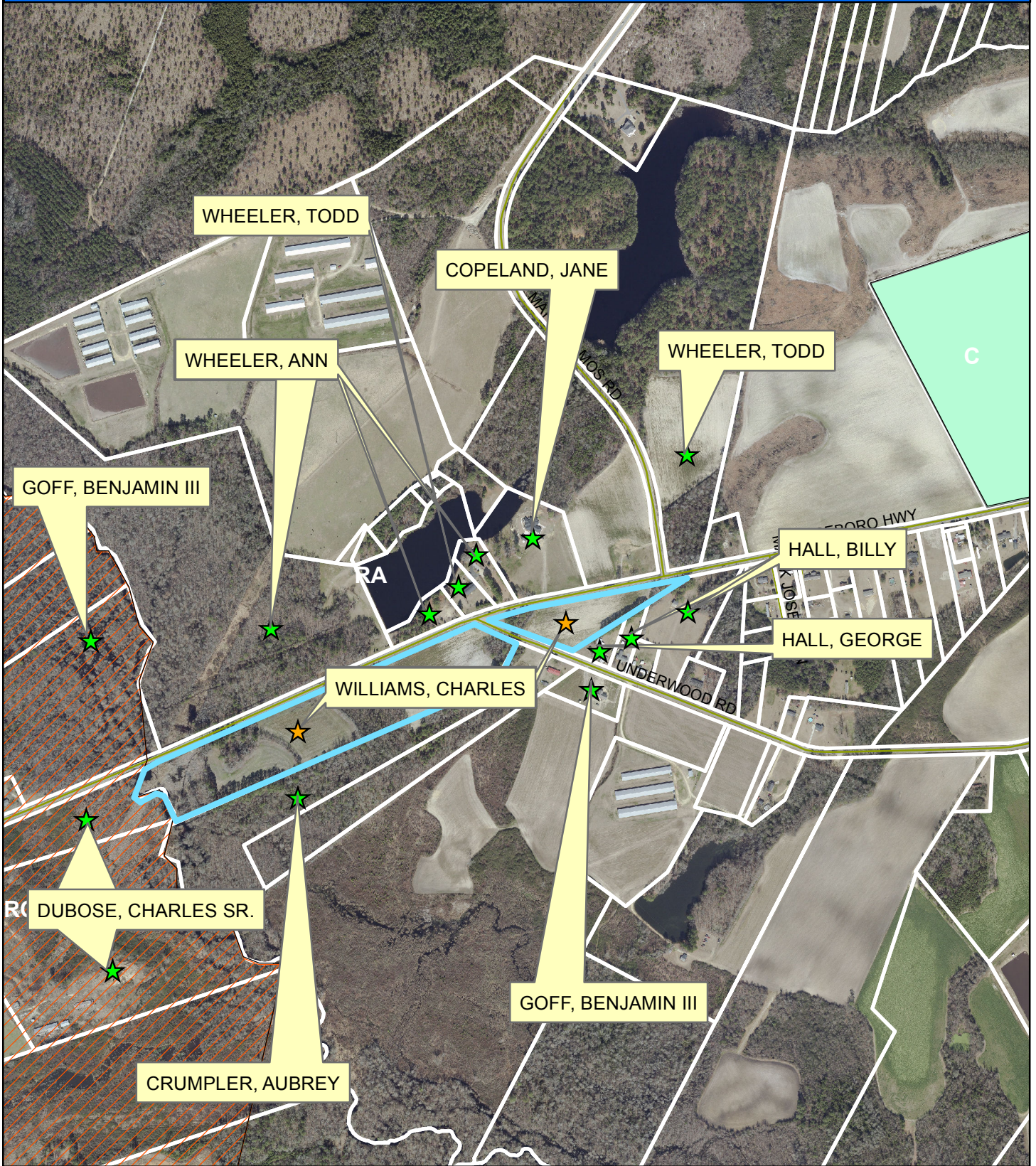
Ayes: Unanimous

There being no further business, the meeting was adjourned at 7:15 p.m.

Chairman

Secretary

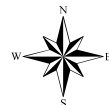
RZ-2-17-1 Charles Williams Roseboro Highway



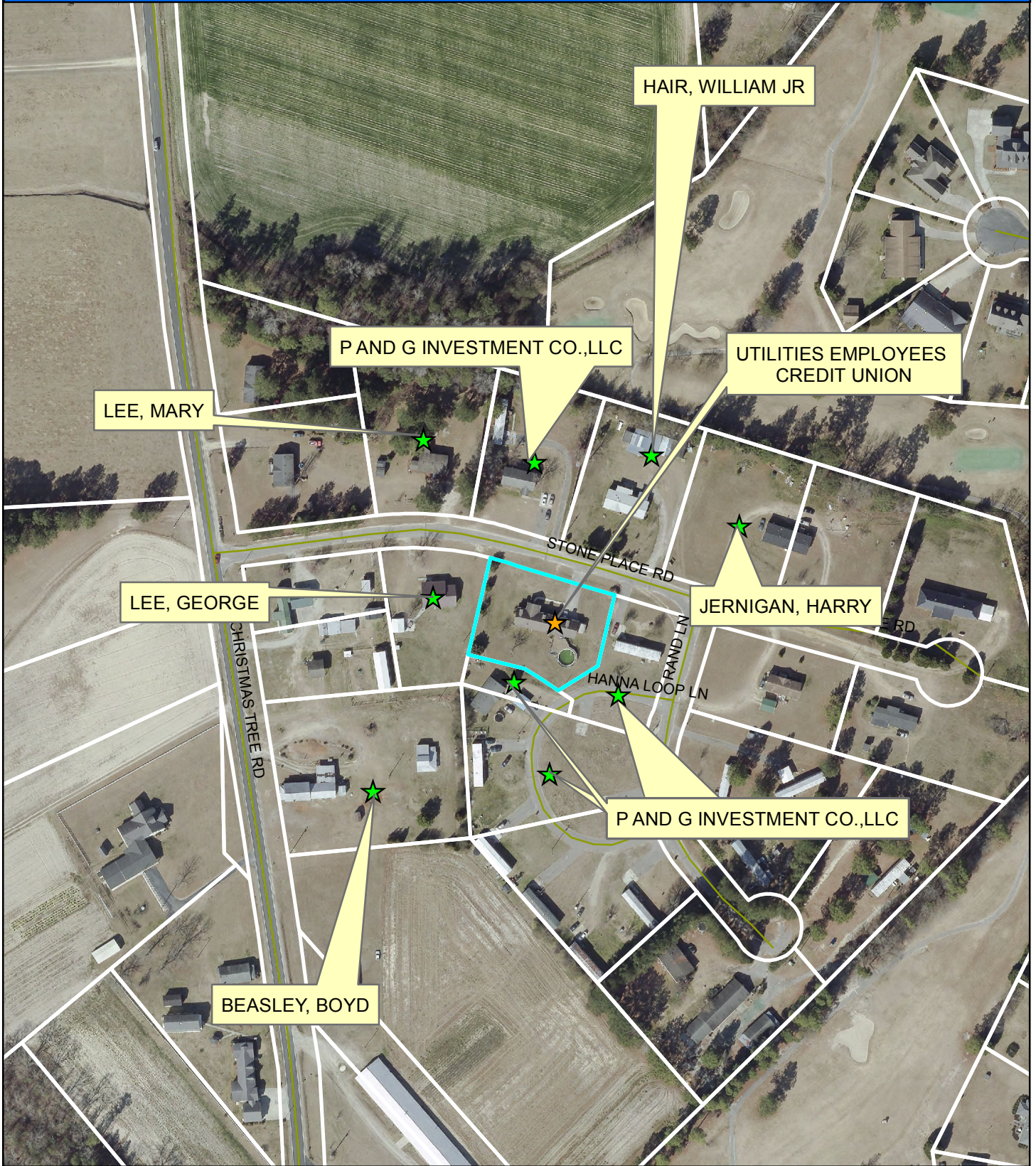
Proposed Properties





Properties Owners Within 100 Feet



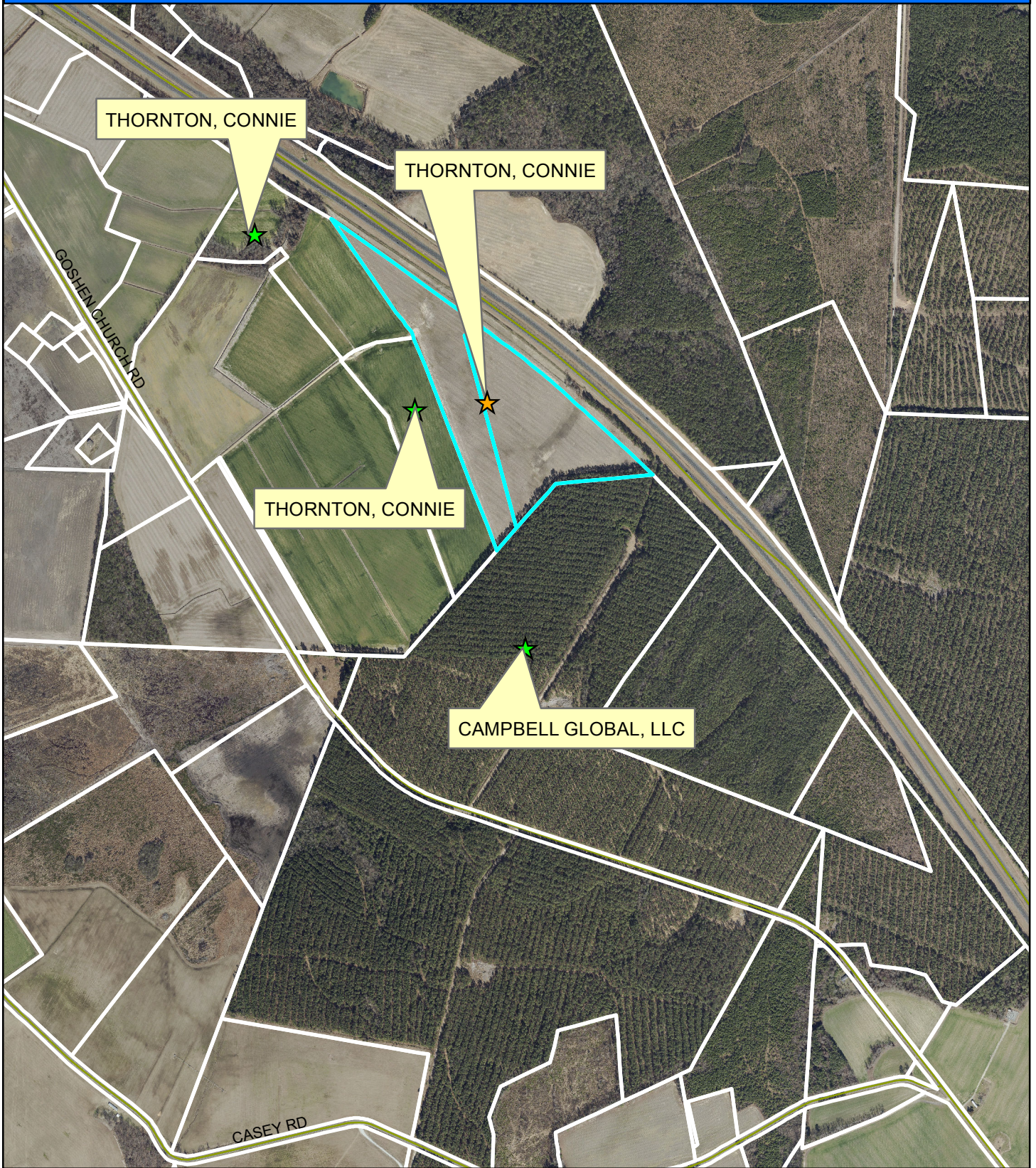
RZ-2-17-3
Joyce Umbarger
96 Stone Place Road



-  **Proposed Properties**
-  **Properties Owners Within 100 Feet**



**RZ-2-17-4
Connie Thornton
Goshen Church Road**



Proposed Properties



Properties Owners Within 100 Feet





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: Agenda Item – Sampson County Planning Board Appointment

Date: February 13, 2017

At this time Planning staff respectfully requests consideration of a re-appointment to the Sampson County Planning Board. Please consider Mr. Gary Henry for a second term of service upon the Sampson County Planning Board. Mr. Henry resides at 53 Henry Lane, Ivanhoe, NC and has been an exemplary board member during his first term of service to the County.

Mr. Henry is married to Marion Henry who is currently employed as a teacher assistant at Union Middle School. Mr. and Mrs. Henry have one son, Devin. Mr. Henry is employed by Godwin & Son in Wilmington, NC as a truck driver and attends Snow Hill Missionary Baptist Church in Ivanhoe, NC.

Please contact my office with any questions or comments.

cc: Susan Holder, Assistant County Manager

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 3 (a)

Meeting Date:	March 6, 2017	<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: Public Hearing – Execution and Delivery of Contract and Deed of Trust and Refinancing of Certain USDA Debt

DEPARTMENT: Finance

PUBLIC HEARING: No

CONTACT PERSON: David Clack, Finance Officer

PURPOSE: To hold required public hearing regarding the refinancing of certain USDA debt

ATTACHMENTS: Memorandum

BACKGROUND: At the February meeting, the Board adopted a resolution “authorizing the County to proceed to pay the capital costs of refinancing certain prior County obligations executed and delivered between the County and the United States Department of Agriculture (USDA), the proceeds of which were used to finance various projects pursuant to an installment financing contract or pursuant to an amendment to an existing contract.” The resolution further authorized the County to proceed to provide, in connection with the Contract, as grantor: a deed of trust, security agreement and fixture filing under which the County’s interest in the real property on which certain of the Projects are located and the improvements thereon would be mortgaged by the County to create a lien thereon to secure the Contract.

Before such action can be finalized, the Board is required to hold a public hearing to obtain public comments concerning the execution and delivery of such documents. Mr. Clack will offer comments regarding the refinancing process.

RECOMMENDED ACTION OR MOTION: Hold required public hearing; no other action required at this time



Sampson County Finance Department
David K. Clack, Finance Officer

MEMORANDUM

TO: Board of Commissioners

FROM: David K. Clack, Finance Officer

DATE: February 24, 2017

SUBJECT: USDA Debt Refunding Public Hearing

This is the next step in the process to refund most of the outstanding USDA debt for the County. We have completed the application to the Local Government Commission (LGC) and it should be on their April, 2017 calendar for consideration. For reference I have attached the memo that was presented at the February meeting.

We are continuing to work with our Underwriter, Bond Counsel, and Financial Advisor on the information that is needed in order to sell the bonds. We have had one change since we first presented this to the Board in February. At the present time we will not be refunding the debt on Roseboro Elementary School because it will not save any money.

There is no action to be taken after the public hearing.



Sampson County Finance Department
David K. Clack, Finance Officer

MEMORANDUM

TO: Board of Commissioners

FROM: David K. Clack, Finance Officer

DATE: January 27, 2017

SUBJECT: Board Action Refunding of Debt

With the Board's emphasis on cost reductions we have been continually looking for ways to reduce budgets. As part of our efforts we contacted the underwriter that assisted the County with the 2015 refunding of our 2006 Certificates of Participation and asked about the possibility of refunding our remaining USDA debt issues. Our intention was to get a 30 year term which would reduce the total repayment time for all of these issues and to take advantage of favorable interest rates

The underwriter sent us the information that we requested and attached is a list of the issues that we are proposing to refund. This is all of the USDA installment purchase debt with the exception of the well project that was recently closed with very low interest rates.

The total amount of the debt to be refunded will not exceed \$70,000,000. If this refunding is successful the County will have refunded all of its long-term outstanding debt with the exception of debt to the State and some general obligation debt, both associated with the Water Districts. The County Manager and I spoke with the Local Government Commission (LGC) at length regarding the possibility of refunding these loans. The LGC will only consider applications to refund debt that will save money over the remaining life of the loan and that show a real cash flow savings each year of the repayment period. The preliminary savings summary prepared by the underwriter estimates savings to the general fund at approximately \$4,533,000 over the remaining terms of the loans, using a 30 year level principal repayment plan. The annual savings range from a high of \$1,004,820 to a low of \$59,683. The average savings per year over the proposed repayment period is approximately \$62,000. Attached you will find a recap prepared by the underwriter that shows the estimated savings each year.

These amounts are only estimates prepared for a particular date and are dependent on market conditions and interest rates at the time the bonds are sold. We have attached a resolution for consideration by the Board that authorizes the County Manager and Finance Director to take those actions necessary to complete the refunding, file an application with the LGC, names the Special Counsel, Financial Advisor, and Underwriter, and sets March 6, 2017 as the date for a public hearing on the refunding.

NOTICE OF PUBLIC HEARING

At its February 6, 2017 meeting, the Board of Commissioners (the "Board") of the County of Sampson, North Carolina (the "County") adopted a resolution which:

1. Authorized the County to proceed to pay the capital costs of refinancing certain prior County obligations executed and delivered between the County and the United States Department of Agriculture (USDA), the proceeds of which were used to finance various County Projects (as such term is defined in the Contract defined herein), pursuant to an installment financing contract or pursuant to an amendment to an existing contract (in either case, the "Contract"), in a principal amount not to exceed \$70,000,000 under which the County will make certain installment payments, in order to make the Projects available to the County;

2. Authorized the County to proceed to provide, in connection with the Contract, as grantor, a deed of trust, security agreement and fixture filing (the "Deed of Trust") under which the County's interest in the real property on which certain of the Projects are located and the improvements thereon (collectively, the "Mortgaged Property") will be mortgaged by the County to create a lien thereon to secure the Contract. The Mortgaged Property will consist of all or a portion of the following sites – (a) Clinton High School located at 340 Indian Town Rd, Clinton, NC; (b) Sampson County Courthouse located at 101 Main St, Clinton, NC; (c) the Cooperative Extension Building located at 55 Agriculture Pl, Clinton, NC; (d) the County Animal Shelter located at 168 Agriculture Pl, Clinton, NC; (e) the County Law Enforcement & Detention Center located at 112 Fontana St, Clinton, NC; (f) Midway High School located at 15274 Spiveys Corner Hwy, Newton Grove, NC; (g) Union High School located at 1189 Kader Merritt Rd, Rose Hill, NC; (h) Roseboro Middle School located at 305 W Pleasant St, Roseboro, NC; (i) County Public Works offices located at 827 Southeast Blvd., Clinton, NC; (j) the County Board of Education office located at 437 Rowan Road, Clinton, NC; and (k) the County Administration office located at 406 County Complex Road, Clinton, NC.

On payment by the County of all installment payments due under the Contract, the Deed of Trust and any lien created thereunder will terminate and the County's title to the Mortgaged Property will be unencumbered.

NOTICE IS HEREBY GIVEN, pursuant to Sections 160A-20 of the General Statutes of North Carolina, that on March 6, 2017 at 6:00 p.m. in the in the County Auditorium, County Administration Building, 435 Rowan Road, Clinton, North Carolina, a public hearing will be conducted concerning the approval of the execution and delivery of the Contract and the Deed of Trust and the County's refinancing of the Projects. All interested parties are invited to present comments at the public hearing regarding the execution and delivery of the Contract and the Projects to be refinanced thereby.

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 3 (b)

Meeting Date: March 6, 2017	<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: Approval of Eagle Scout Project – Installation of AED (Automatic External Defibrillator) at Exposition Center

DEPARTMENT: Exposition Center

PUBLIC HEARING: No

CONTACT PERSON: Ray Jordan, Exposition Center Executive Director
Chris Daughtry, Eagle Scout Candidate

PURPOSE: To review proposal for Eagle Scout project

ATTACHMENTS: Memo

BACKGROUND: Eagle Scout Candidate Chris Daughtry has proposed as his Eagle Scout project to raise funds to purchase and install an AED (automatic external defibrillator) in an alarmed cabinet at the Sampson County Agri Exposition Center and provide a class to train employees and staff on its use. Mr. Daughtry, a sophomore at Clinton High School, is a member of Boy Scout Troop 27. He will discuss his project and how it could enhance the safety of those attending events at the Agri Exposition Center.

**RECOMMENDED
ACTION OR MOTION:** Formally recognize and accept Mr. Daughtry’s Eagle Scout project

SAMPSON COUNTY
AGRI-EXPOSITION
C E N T E R
THE CENTER OF ACTIVITY
414 Warsaw Road • Clinton, NC 28328 • 910.592.6451

DATE: 12 February 2017

TO: Sampson County Board of Commissioners, via
Ed Causey, County Manager, County of Sampson
Susan Holder, Assistant County Manager, County of Sampson

FROM: Ray Jordan, Executive Director

SUBJECT: Eagle Scout Project of Chris Daughtry

Through the years, Sampson County has been the beneficiary of many projects conducted by Boy Scouts who are working to become an Eagle Scout. These projects are a major component for those who are striving to become an Eagle Scout. As you are aware, Eagle Scout is the highest achievement that a member of the Boy Scouts can earn. The rank of "Eagle Scout" represents a milestone of accomplishment—perhaps without equal—that is recognized across the country and even the world. Men who have earned the Eagle Scout rank count it among their most treasured possessions. "Eagle Scout" is not just an award; it is a state of being. Those who earn it as boys continue to earn it every day as men.

Several months ago, I was contacted by Chris Daughtry and his mother Sheila Daughtry, regarding a project idea that Chris felt that could possibly benefit the citizens of Sampson County and visitors to the Sampson County Exposition Center. Chris and his parents had recently attended an academic banquet at the Exposition Center where there were hundreds of people in attendance. It was after this event that the question arose wondering - "if the Exposition Center had an AED (Automated External Defibrillator) available, should it be needed by someone experiencing a heart attack."

After the banquet, Chris along with his mother met with me to address their question and concerns. It was during the meeting that I confirmed that the Exposition Center does not have an AED onsite. During our conversation, Chris stated that he felt that having an AED onsite could benefit the visitors to the Exposition Center. He stated that "since the Sampson County Exposition Center hosts so many public and private events, he felt that having an AED available onsite would be beneficial to the people of our community should an emergency situation arise." He felt that a life could likely be saved if an AED were onsite and the staff trained in its proper use.

Last week, Chris and his mother contacted me to let me know that Chris had submitted his proposed project to the Boys Scouts for approval; which involved raising money through donations for the purchase an Automatic External Defibrillator (AED) with an alarmed cabinet that would then be installed at the Exposition Center. His project also included a class to train employees and staff on its proper use in the

event an emergency. I am happy to let you know that Chris's project was approved by the Boy Scouts and he would like to proceed with his project.

Therefore, I would like to request to be placed on the agenda of the March 6, 2017 meeting of the Sampson County Board of Commissioners to allow Chris the opportunity to introduce his Eagle Scout project to the board and to introduce his family and scout leader. I would also like to request that the Board of Commissioners formally recognize and accept Chris's Eagle Scout project that can benefit and enhance the safety of Sampson County's citizens and others that visit the Sampson County Exposition Center.

Chris is the son of Neal and Sheila Daughtry. They reside at 3131 Lamb Road, Garland. He is a member of Boy Scout Troop 27. His troop leader is John Eric Stancil. Chris is a sophomore at Clinton High School, where he is a member of the Marching Band, Spring Concert Band, and the Science Club. He has been active in Scouts with Troop 27 since he was seven years old.

Thank you in advance for your consideration. Please contact me if you should have any questions, or if I can provide any additional information in advance of the meeting.

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 3 (c)

Meeting Date: March 6, 2017	<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: Approval of Cost Savings Proposal EXP 003 (Telephone System Upgrade, VOIP)

DEPARTMENT: Agri Exposition Center

PUBLIC HEARING: No

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

PURPOSE: To consider approval of a budget reduction proposal

ATTACHMENTS: Budget Reduction Proposal from Agri Exposition Center (EXP 003)

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

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

COUNTY OF SAMPSON

DEPARTMENTAL COST REDUCTION PROPOSAL

Department: **Sampson County Exposition Center**

Proposal Name: **Telephone System Upgrade (VOIP)**

Proposal Number: **EXP-003**

Executive Summary:

Due to issues with existing telephone system and equipment at the Expo Center, Chris Rayner, Director of Sampson County Information Technology and I met and began to evaluate the options for the replacement of the current telephone system which was installed 20 years ago. The current system services the offices of the Expo Center, CenterStage Box Office, CVB and the Chamber of Commerce. The current system has been giving trouble and parts are no longer available because Northern Telecom is no longer in business and parts and service have become limited in availability from Centurylink. We realized these issues beginning in late August.

Upon realizing these issues, and after speaking with David Clack, Finance Officer, it was felt that we should terminate the existing maintenance contract covering the existing system for the current fiscal year. This allowed funds within the current operating budget to be available to assist in the upgrade or replacement of the telephone system.

In researching options it was determined that the best solution was to upgrade the current telephone system to a hosted VOIP (voice over IP) system. Research revealed that the system considered would only require the purchase of telephone sets and would eliminate the need to purchase an entire telephone system and associated equipment (hardware) and software. We contacted Centurylink, True IP and Star Communications regarding potential solutions, options and pricing.

As a result of the findings and by using this technology (hosted VOIP) it was determined that we are able to reduce **recurring** monthly telephone costs of the Exposition Center. This is accomplished by eliminating several of the current telephone lines. The savings to the Expo Center's annual operating budget will be reduced by approximately one-half of previous monthly recurring line charges which are within the Telephone and Postage line item of the Exposition Centers budget. The anticipated savings to be realized is approximately \$150 per month or \$1,800 annually.

To insure we are budgeting correctly, and to not overestimate, it is recommended in this proposal that we budget to realize a monthly savings of \$140 per month or \$1,680 annually. (This is to insure we properly anticipate any sales taxes or other utility taxes that may be or become applicable).

After seeking and reviewing proposals, it is recommended that Star Communications be used for this proposal due their providing the best monthly pricing and the best pricing for the equipment needed for the upgrade. Star Communications agreed to a contract term that sets the recurring monthly costs at a fixed rate for a period of 59 months, which is the maximum time allowable to governmental departments.

Please note: The current telephone system within the building provides telephone sets and mailboxes for both the Clinton-Sampson Chamber of Commerce and the CVB. In order to assist both agencies, the Expo Center will provide access to the new telephone system to both agencies. Both agencies will then reimburse the Expo Center for their recurring monthly line charges. Should either agency decide to no longer lease

space within the Expo Center the telephone sets located in their respective offices would remain property of the Expo Center; and the Expo Center would not incur any additional expenses as a result. Due to this change in technology and by upgrading the telephone system the Chamber will realize savings of approximately \$190 per month. However, the CVB would see a slightly higher monthly cost (approximately \$84 annually) since the CVB only has one telephone line and uses only one telephone set. Should the CVB need to add staff or need additional telephone sets in the future additional savings would be realized thereby lowering their recurring monthly telephone line costs based on a per set basis.

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

FY 2017-2018 - \$1,680.00

FY 2018-2019 - \$1,680.00

FY 2019-2020 - \$1,680.00

FY 2020-2021 - \$1,680.00

FY 2021-2022 - \$1,680.00

By implementing the system as described above the County would avoid having to outright purchase or lease a new telephone system. In evaluating new telephone systems, pricing options received revealed that to replace the current system with a comparable system would cost \$4,074.56. In addition we would have to keep the current seven independent phone lines, which on a per month basis equals approximately \$223.39 per month, plus any applicable taxes and any long distance charges.

Anticipated Staffing Impact:

1. Staff reductions? Retirements/demotions/transfers, etc. This could be "none". This not impact staffing.

Anticipated Impact to Other Departments/Agencies:

1. Other departments involved in proposal? Is this elimination of duplicative services, a proposal for shared services? Does it have the potential to increase traffic in another department or agency or municipal office? This could be "none".

Other agencies or Department impacted are the Sampson County CVB and the Clinton-Sampson Chamber of Commerce. The impact to the Chamber generates a monthly savings of approximately \$180 per month. The impact to the CVB yields a slightly higher monthly phone expense (Approximately, \$84 annually). However, both agencies will avoid having to purchase any equipment for independent telephone systems.

Please note: In this proposal all equipment belongs to the Sampson County Exposition Center as in the past. Should either agency ever relocate the phone equipment remains property of the Expo Center and the Expo Center would not incur any additional costs.)

Anticipated Impact to Citizens/Customer Service:

1. Does this enhance customer service/provide an efficiency or add value to a service?

Yes...the new system will allow a more directed means for clients to reach the appropriate staff member. It will also allow staff to program special messages to aid in promoting events and other activities, i.e. holidays, special events etc.

PLEASE NOTE: That even though the system has the capacity to answer incoming calls and direct callers to choose from a staff directory...THIS COMPONENT will NOT be used. As long as staff members are available to answer and are not on another call or with a client, staff members will continue to answer incoming calls so that clients do not reach an automated attendant. The only exception to this is for after hours. The proposed system vs. the current systems will allow an after-hours automated attendant to be accessed, where clients may leave a general delivery message or access each staff member's individual voice mail box.

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

Anticipated Technology Impact:

1. Will the proposal necessitate any technology improvements/changes? This could be "none".

Yes...However this proposal will **not** require capital expenditure or ongoing monthly maintenance coverage. This proposal will eliminate the need for the capital purchase of a new system at a quoted cost of \$4,074.56. (see attachment)

This technology will lower the recurring monthly line fees **and** long distance charges.

The system also has the ability to create a backup option for to avoid down telephone service should there be a power failure. In such instances, the VOIP system would automatically redirect incoming calls to any designated traditional telephone or cell phone.

The system will allow customizable phone messaging for all internal phones, whereby by allowing daily messages to be created or changes as needed. This can aid in helping to promote events held at the facility.

Please note: there will still be traditional land lines within the building that can be accessed as needed during emergency situations that can aid in allowing continued services in the case of emergency or disaster situations.



Sales Proposal

3900 North US 421 Highway
 PO Box 348
 Clinton, NC 28329

910-564-7819
 800-706-6538
 910-564-7747 (Fax)

ESI 50L Phone System- 7 Lines x 10 Sets

This proposal prepared especially for:

TO: Sampson County Agri Expo Center
 414 Warsaw Rd
 Clinton, NC 28328
 Attn: Ray Jordan

SALES REP: Carter
 QUOTE NO: 012017-1
 QUOTE DATE: 20-Jan-17
 EXPIRE DATE: 19-Feb-17

QTY			UNIT PRICE	AMOUNT
1	5000-0746	ESI-50L Cabinet	1423.50	1,423.50
1	5000-0294	482 Line Card	552.50	552.50
2	5000-4594	ESI 60D Phone	240.50	481.00
2	5000-0752-ATP	Upgrade 30D Phone to 60D Phone (4 pack)	338.00	676.00
1	MDF	Termination and Grounding	75.00	75.00
1	Ext. Warranty	5 Year Extended Warranty	225.00	225.00
5.0	Labor	Labor Hours	75.00	375.00
<i>The information contained herein is proprietary to Star Communications and is intended for the sole use of the individual or entity named above. Any disclosure, copying or distribution is strictly prohibited without written permission from Star Communications.</i>			SUBTOTAL	\$3,808.00
			SHIPPING	0.00
			TAX	266.56
			TOTAL	\$4,074.56

Customer Notes:

- 1) Quotation valid for 30 days from date of issue.
- 2) Orders typically completed within 3 weeks of order date. Rushed orders subject to express shipping & overtime charges.
- 3) Equipment includes a 5 year factory optional warranty against defects; excludes moves, adds, changes and acts of God.
- 4) Payment after stated due date will be subject to a late payment charge based on 10% APR for balance from stated bill date.
- 5) The following is an estimate for completion of this project.
 Any unforeseen equipment costs or labor hours in addition those contained within this proposal will be billed accordingly and reflected in the final invoice.

Direct any inquiries to:

Ron Carter
 Star Communications
 3900 North US 421 Highway
 Clinton, NC 28328

 APPROVED BY

 DATE

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 3 (d)

Meeting Date: March 6, 2017

<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: Award of Bid for Audit Contract for Fiscal Year Ending June 30, 2017

DEPARTMENT: Finance

PUBLIC HEARING: No

CONTACT PERSON: David Clack, Finance Officer

PURPOSE: To consider award of bid for completed of annual audit

ATTACHMENTS: Memo; Bid for Recommended Firm

BACKGROUND: The Finance Office has solicited proposal from firms with interest in completing the County's annual audit, using the list of auditors compiled by the LGC and by posting the bid opportunity on the County's website. Ultimately, two proposals were received and reviewed, and it is recommended that the bid be awarded to the lowest responsible bidder W. Green, PLLC at an annual cost of \$50,000.

RECOMMENDED ACTION OR MOTION: Award the bid to the lowest responsible bidder as recommended



Sampson County Finance Department
David K. Clack, Finance Officer

MEMORANDUM

TO: Sampson County Board of Commissioners

FROM: David K. Clack, Finance Officer

DATE: February 27, 2017

SUBJECT: Award of Bid for Annual Audit

On December 13, 2016 we sent out a "Request for Proposal" (RFP) for the County's annual audit. We put the information on the County website and gave all parties until January 13, 2017 to respond.

As of January 13, 2017 we had received only three (2) responses to our RFP including our current auditor. We chose not to open the responses and extended the response date to February 13, 2017. Using the list of audit contracts compiled by the Local Government Commission we contacted various auditors with County government experience and sent RFPs to six (6) additional firms. The responses that we received are in the table below.

Firm	Response
Carr, Riggs & Ingram	FYE 17-\$54,000, 18-\$55,300, 19-\$56,500
RSM US LLP	Declined to bid
Winston, Williams, Creech, Evans, & Co.	Declined to bid
Cherry Bekaert, CPA's	Expected minimum bid to be \$75,000 (declined to bid)
Barrow, Parris & Davenport	Declined to bid
Dixon Hughes Goodman	Did not bid
Haigh, Bryd & Lambert	Declined to bid
W. Green, PLLC	FYE 17-\$50,000, 18-\$50,000, 19-\$50,000
Martin Starnes & Associates	Declined to bid
Thompson, Price, Scott & Adams	Withdrew bid

We ended up with only two bidders for our annual audit. In reviewing the proposals it appears that the lowest responsible bidder is W. Greene, PLLC at an annual cost of \$50,000. We respectfully request that the Board approve the award of the contract to W. Greene, PLLC for our annual audit for the fiscal year ending June 30, 2017.

**SAMPSON COUNTY
NORTH CAROLINA**

**PROPOSAL FOR
PROFESSIONAL AUDITING SERVICES

QUALIFICATIONS**

**SUBMITTED
BY
W GREENE PLLC
M WADE GREENE, CPA, CFE
PO BOX 160
251 WASHINGTON STREET
WHITEVILLE, NC 28472
TEL: (910) 207-6564
EMAIL: wgreene@greenecocpa.com
WEBSITE: www.greenecocpa.com**

**W GREENE
PLLC**

INTRODUCTION

Our proposal to audit the financial statements for SAMPSON COUNTY is enclosed. The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the work performed. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. However, we anticipate no changes in the proposed fee and that the financials will be issued by the goal date of each engagement year. Our proposal is valid for 90 days.

As stated in our proposal, one of the audit procedures that our clients like is the use of data extraction and analysis or Computer Assisted Audit Techniques (CAAT's). With these CAAT's, we can look at 100% of the transactions and/or account balances and, if needed, confirm 100% of those transactions with outside customers and/or vendors. Because of these techniques, less assistance is required from your personnel.

In addition to the above, our firm likes to perform nearly all audit functions (except for some preliminary audit procedures) on-site – especially financial statement preparation. When we leave from onsite, generally, an adjusted trial balance, any adjusting entries, a draft financial statement, management letter, and any compliance reports and/or findings are reviewed and left with the appropriate personnel.

In addition, we perform our engagement in a paperless environment and we encourage you to do the same. Since we perform a primarily paperless engagement on site, we require very little, if any, photocopying. We scan the original documents, if needed, eliminating time spent by your personnel making copies, emailing information back and forth, answering telephone calls, etc.

It is our belief that using Computer Assisted Audit Techniques, performing the majority of the audit work on-site, and engaging in a paperless environment make for a more efficient audit.

FIRM BACKGROUND

Our firm was established in 2013 and has two offices located in Whiteville, NC and Carolina Beach, NC.

FIRM EXPERIENCE

Our partner, M. Wade Greene, CPA, CFE, has been performing audits for over 25 years, including Single Audits, non-profit and governmental entities. The firm is registered in the states of North Carolina and South Carolina. Our firm is qualified to perform a multitude of services, including governmental audits, nonprofit audits, Single audits, for-profit audits, compilations and reviews, income tax returns for individuals, nonprofits, partnerships, corporations, trusts and estates, various bookkeeping and payroll services and consultations and planning relating to all of the above.

FIRM STAFF

A brief resume of the staff that will participate on SAMPSON COUNTY's audit is enclosed.

REFERENCES

A list of current/prior audit clients with contact information is enclosed.

INDEPENDENCE

Our quality control document and our professional standards require us to be independent in fact and in appearance.

PEER REVIEW

Our firm is a member of the American Institute of Certified Public Accountants and participates in a peer review program administered through the North Carolina Association of Certified Public Accountants. Documentation of our firms most recent peer review is enclosed.

INSURANCE INFORMATION

The firm has contracted with Continental Casualty Company for liability insurance coverage in the amount of \$1,000,000 per claim and \$2,000,000 in the aggregate.

REGULATORY ACTION

The firm has never had any regulatory action imposed on it by any oversight board.

ADDITIONAL SERVICES

Because we deal with a variety of clients, we have had the opportunity to assist our clients in a variety of ways.

BUDGETING

We have assisted all clients on the attached reference list in some manner related to the budget process.

ACCOUNTING

Due to new independence standards, we may be unable to provide bookkeeping services for audit clients. However we are available for consultation. We have assisted all of the clients on the attached list with various accounting, bookkeeping, and payroll tax problems. We make ourselves available to all our clients throughout the year to discuss any of these problems.

OUTSIDE CONSULTANTS

We do not anticipate the use of any outside consultants.

INTERNAL CONTROL

Regretfully, we all have problems related to cash shortages or controls related to proper handling of cash and inventory items. We are often asked to review these situations that occur discreetly or formally to help our clients resolve these type problems.

There are very few accounting, operational control, or data processing areas within your system where we could not be of assistance to you, given the opportunity. All endeavors by our firm will be approached very professionally. In those instances that we could not help, we would quickly let you know and not waste your valuable time.

OTHER

Our firm is an equal opportunity employer.

SUBMITTED

M Wade Greene

M Wade Greene, CPA, CFE
Partner



PO Box 160
251 Washington Street
Whiteville, NC 28472
P. (910) 207-6564
F. (910) 207-6519
C. (910) 640-7313
wgreene@greenecocpa.com

M. Wade Greene, CPA, CFE Managing Partner



M. Wade Greene, CPA, CFE
Managing Partner
P. (910) 207-6564
F. (910) 207-6519
C. (910)640-7313
wgreene@greenecocpa.com

Experience

Specializes in governmental and nonprofit auditing, including Single Audits and Comprehensive Annual Financial Reports (CAFR). With over 25 years of experience in public accounting, he also provides tax and estate planning services to clients in a variety of industries, including healthcare, non-profits, and small businesses.

Education & Specialized Training

B.S., Accounting, University of North Carolina Wilmington
Certified Fraud Examiner (CFE)
AICPA Peer Reviewer
IDEA Data Extraction/Analysis – Computer Assisted Audit Techniques (CAATs)
Government Finance Officers Association Reviewer - Certificate of Achievement
for Excellence in Financial Reporting (CAFR Program)

Professional Affiliations

American Institute of Certified Public Accountants (AICPA)
North Carolina Association of Certified Public Accountants (NCACPA)
South Carolina Association of Certified Public Accountants (SCACPA)
Association of Certified Fraud Examiners (ACFE)
North Carolina CPA Certificate #20196
South Carolina CPA Certificate #04353

Continuing Education

Minimum of 40 hours per year in governmental accounting and auditing.



Sean P. Eames, CPA, Manager

Sean P Eames, CPA
Manager
P. (910) 707-1402
F. (910) 707-1403
C. (910)465-5045
seames@greenecocpa.com

Experience

Specializes in governmental and nonprofit auditing, including Single Audits and Comprehensive Annual Financial Reports (CAFR). With over 5 years of experience in public accounting, he also provides tax and investment management services to clients in a variety of industries, including healthcare, non-profits, and small businesses.

Education & Specialized Training

North Carolina CPA Certificate #40104
B.S., Business Administration- Finance, University at Buffalo

Professional Affiliations

American Institute of Certified Public Accountants (AICPA)
North Carolina Association of Certified Public Accountants (NCACPA)

Continuing Education

Minimum of 40 hours per year in governmental accounting and auditing.

Lorna O. Greene, CPA, Manager



Lorna O. Greene, CPA
Manager
P. (910) 207-6564
F. (910) 207-6519
C. (910)640-8975
lgreene@greenecocpa.com

Experience

Specializes in governmental and nonprofit accounting, including Single Audits. With over 25 years of experience in public accounting, she also provides tax and accounting services to clients in a variety of industries.

Education & Specialized Training

North Carolina CPA Certificate #21388
B.S., Accounting, University of North Carolina Wilmington

Professional Affiliations

American Institute of Certified Public Accountants (AICPA)
North Carolina Association of Certified Public Accountants (NCACPA)

Continuing Education

Minimum of 40 hours per year in governmental accounting and auditing.

Daniel D. Cataldi, Staff Accountant



Daniel D. Cataldi
Staff Accountant
P. (910) 207-6564
F. (910) 207-6519
C. (603) 809-9517
dcataldi@greenecocpa.com

Experience

Specializes in governmental and nonprofit auditing, including Single Audits and Comprehensive Annual Financial Reports (CAFR). With over two years of experience in public accounting, he also provide tax services to clients in a variety of industries, including healthcare, non-profits, and small businesses.

Education & Specialized Training

B.S., Accounting, University of North Carolina Wilmington

Continuing Education

Minimum of 40 hours per year in governmental accounting and auditing.

REFERENCES

	CLIENT CONTACT	ADDRESS	TELEPHONE
Brunswick Regional Water & Sewer H2GO	Scott Hook	PO Box 2230, Leland, NC 28451	(910) 371-9949
County of Robeson	Kellie Blue	701 N Elm St, Lumberton, NC 28358	(910) 671-3000
Town of Madison	Cindy Novak	120 N Market Street, Madison, NC 27025	(336) 427-2271
New Hanover County ABC Board	Carol Martin	6009 Market Street, Wilmington, NC 28405	(910) 762-7611
Alamance Community College	Cindy Collie	1247 Jimmie Kerr Rd, Graham, NC 27523	(336) 506-4410
City of Archdale	Lori Nurse	307 Balfour Dr, Archdale, NC 27263	(336) 431-9141
Brunswick County Association of Realtors	Steve Candler	101 Stone Chimney Rd, Supply, NC 28463	(910) 754-5700
Town of Calabash	Kelly Southward	882 Persimmon Rd, Calabash, NC 28467	(910) 579-6747
Town of Chadbourne	Pat Garrell	602 N Brown St, Chadbourne, NC 28431	(910) 654-4148
City of Greer, SC	David Seifert	301 E Poinsett St, Greer, SC 29651	(864) 848-2185
Town of Topsail Beach	Connie Forand	820 S Anderson Blvd, Topsail Beach, NC 28445	(910) 328-5841
Lumbee Tribe of NC	Sharon Bell	PO Box 2709, Pembroke, NC 28372	(910) 521-7861
Town of Pinebluff	Marjorie Conklin	325 E Baltimore Ave, Pinebluff, NC 28373	(910) 281-3124
Robeson County Public Library	Catherine Roche	101 N Chestnut St, Lumberton, NC 28359	(910) 738-4859
Shallotte ABC Board	Artie Duncan	4715 Main St, Shallotte, NC 28470	(910) 754-4474
Town of Sunset Beach	Donna Rogers	700 Sunset Blvd, Sunset Beach, NC 28468	(910) 579-6297
Sunset Beach ABC Board	Michael Wheat	7400 High Market Street, Sunset Beach, NC 28468	(910) 579-6872
Town of Surf City	Jane Kirk	214 N New River Dr, Surf City, NC 28445	(910) 328-4131
Town of Wagram	Phyllis Lowery	24421 Marlboro St, Wagram, NC 28396	(910) 369-2776
Whiteville ABC Board	Amanda Richardson	112 S JK Powell Blvd, Whiteville, NC 28472	(910) 642-7241
Brunswick ABC Board	Deborah Sunderland	PO Box 7, Brunswick, NC 28424	(910) 642-4670
West Columbus ABC Board	Larry Britt	PO Box 486, Chadbourne, NC 28431	(910) 654-4621
Town of Tabor City	Al Leonard	PO Drawer 655, Tabor City, NC 28463	(910) 653-3458
Town of Fair Bluff	Al Leonard	PO Box 157, Fair Bluff, NC 28439	(910) 649-7426
Town of Boardman	Christabel Britt	PO Box 87, Evergreen, NC 28438	(910) 608-0390
Town of Bolton	Jackie Hampton	PO Box 327, Bolton, NC 28423	(910) 655-8945
Town of Brunswick	Cheryl N. Suggs	PO Box 68, Brunswick, NC 28424	(910) 642-6741
Town of Sandyfield	Claudia Bray	PO Box 907, Riegelwood, NC 28456	(910) 655-9877
Cape Fear Montessori Village, Inc.	Dan Carnacho	6339 Carolina Beach Road, Wilmington, NC 28412	(910) 795-4860
Cape Fear Council, Boy Scouts of America	Jaya Sheth	P.O. Box 7156, Wilmington, NC 28406	(910) 395-1100

Denning, Herring, Sessoms & Company, P.A.

Certified Public Accountants
Clinton, NC 28328

J. ANTHONY SESSOMS, CPA
BOBBY W. HERRING JR, CPA
JULIA B. HARRISON, CPA

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System Review Report

November 21, 2014

To the Owner of
W Greene, PLLC
and the Peer Review Committee of the NCACPA

We have reviewed the system of quality control for the accounting and auditing practice of W Greene, PLLC (the firm) in effect for the year ended June 30, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included audits of employee benefit plans and engagements performed under the *Government Auditing Standards*.

In our opinion, the system of quality control for the accounting and auditing practice of W Greene, PLLC in effect for the year ended June 30, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. W Greene, PLLC has received a peer review rating of *pass*.

Denning, Herring, Sessoms & Company, P.A.

Denning, Herring, Sessoms & Company, P.A.

**SAMPSON COUNTY
NORTH CAROLINA**

**PRICING ESTIMATE FOR
PROFESSIONAL AUDITING SERVICES**

2017 - 2019

SUBMITTED

BY

W GREENE PLLC

M WADE GREENE, CPA, CFE

PO BOX 160

251 WASHINGTON STREET

WHITEVILLE, NC 28472

TEL: (910) 207-6564

EMAIL: wgreene@greenecocpa.com

WEBSITE: www.greenecocpa.com

W GREENE
PLLC

AUDIT APPROACH

The audit program that we use is based on a standard government approach developed by authors contracted with "Practitioners Publishing Company" that is updated annually for changes in generally accepted governmental accounting standards, Codification of Governmental Accounting Guides, generally accepted governmental auditing standards, and the GAO's *Government Auditing Standards*.

Once we have evaluated the internal control system, we will tailor the balance of the audit procedures to your particular situation.

We will use sampling methods in selecting audit evidence. The primary method will be random using computer generated random numbers. In all cases of sampling however, worksheets/computer programs are used to help us determine that the dollars examined are enough to satisfy us that the probability of material errors in the remaining population is very low.

Also, as part of our audit procedures, we include data extraction and analysis or Computer Assisted Audit Techniques (CAAT's). These CAAT's can provide us with the opportunity to look at 100% of the transactions and/or account balances without a substantial amount of additional work. We prefer to audit "through the computer not around the computer."

We will request various data files from your accounting and/or information systems. These data files can either be exported and/or printed to various ASCH file formats, including an Adobe Acrobat Portable Document Format (PDF) file. We can then import these files into our software and perform a host of audit procedures, fraud investigations, tests, analyses, etc.

Not only does CAAT's provide essential audit evidence, they normally result in less assistance required of your personnel since additional testing, documentation, and printing of reports may be reduced.

QUALITY REVIEW

Our firm requires that after initial review by the partner-in-charge, someone independent of the audit engagement review the financial statements before issuance.

PROFILE OF THE FIRM

Your audit will be conducted by a Partner-in-Charge of Engagement, and other staff, as needed, and support personnel.

1. Partner in Charge of Engagement – The Partner-in-Charge of Engagement will be on-site 100% of the duration of the audit. We believe that eliminating additional layers of management ensures clear communication and on-time delivery.
2. Staff will be available as scheduled by the engagement partner, as needed.
3. Support Personnel – Support personnel will be used for word processing/typing of statements and binding of final report, as well as any other administrative tasks related to the audit.

ASSISTANCE EXPECTED FROM STAFF

During the planning stages of the audit, we will work with your staff to determine what reports can be produced through your computer system in order to make the audit process more efficient. The more work that the computer can do will result in less time requirements on our staff in preparing detailed account analysis.

Throughout the audit process, we will need to examine certain documents. We will furnish your staff with items selected from the sampling procedures so that they can pull the information for us. You have many department heads that are responsible for scheduling of personnel. We will meet with those people responsible for the different areas affected by the audit and discuss with them what we need.

MANPOWER

The partner in charge will perform the internal control evaluation and will communicate weaknesses in a management letter after discussing weaknesses with appropriate members of management and/or the Board. In addition, he will perform the data extraction, planning, and field work.

The field work for the compliance auditing will be performed by the engagement partner, who has 25 or more years experience in auditing.

The partner in charge will review the financial statements. We will enter your trial balances into our computer to produce statements/spreadsheets and post adjustments. The detail accounts contained in statement balances are grouped on lead sheets so that your staff can easily reconcile the trial balance to the statements.

The partner in charge will review all the workpapers and communicate findings to management and deliver the reports to the Board.

The cost of the audit can be broken down as follows:

Manpower: The costs related to manpower are listed below for each engagement year.

Travel: There will be no charge for travel.

Other Cost: The cost of supplies, printing, binding and other costs are included in the charge for manpower.

FEES

SAMPSON COUNTY

TOTAL AUDIT FEE:

FY 2017: \$50,000

FY 2018: \$50,000

FY 2019: \$50,000

ADDITIONAL SERVICES

Any additional services will be billed at our standard hourly rates of \$250/hr –partner in charge, \$175/hr – managers, \$95/hr. – staff accountants.

We generally do not bill for questions/comments/telephone calls/etc. during the year, unless they are complex and time consuming. Our clients routinely ask about budgets, internal controls, grants, and payroll without incurring any additional charges.

SUBMITTED

M Wade Greene

M Wade Greene, CPA, CFE
Partner



PO Box 160
251 Washington Street
Whiteville, NC 28472
P. (910) 207-6564
F. (910) 207-6519
C. (910) 640-7313
wgreene@greenecocpa.com

SUMMARY OF AUDIT COSTS SHEET - SAMPSON COUNTY

FIRM: W GREENE PLLC

	FY 2017	FY 2018	FY 2019
1. Base Audit (Includes Personnel Costs, Travel, and On-Site Work)	\$ 30,000	\$ 30,000	\$ 30,000
2. Single Audit	10,000	10,000	10,000
3. Financial Statement Preparation	10,000	10,000	10,000
TOTAL AUDIT FEE	\$ 50,000	\$ 50,000	\$ 50,000

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 3 (e)

Meeting Date: March 6, 2017	<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

Local Emergency Planning Committee (LEPC)

The LEPC has requested the following changes:

- Add Lorie Sutton (Aging/Transportation)
- Replace Keith Eason (NCDOT) with Keith Jackson (NCDOT)
- Replace Gary Milewski (SRMC) with Mike Rich (SRMC)
- Replace Sgt. Timothy Daniels (NCHP) with Sgt. David Kinlaw (NCHP)

Advisory Board of Older Adult Services

Aging Director Lorie Sutton has advised that two former appointees are no longer serving and should be removed: Eilene Lewis (no replacement requested) and Michelle Warren-Coleman (no replacement requested). Also, Nina Williams of DSS has replaced Lynn Fields. Also, Ms. Sutton has requested that the advisory board's name reflect its dual purpose: Advisory Board of Older Adult Services/Home and Community Care Block Grant Committee. We will adjust our internal records accordingly.

EMS Advisory Board (Franchise Committee)

As we prepare to solicit applications for convalescent transportation services, the Board is asked to appoint (confirm) members of the committee that reviews such applications for recommendation to the Board. As you are aware, the Board will be considering changes to the committee structure along with other ordinance changes at your April meeting; those appointments impacted by the ordinance changes will be included in the April agenda. These are the appointments that can be considered at this time:

Administrator of Sampson Regional Center (or designee): Dr. Shawn Howerton, or his designee
 ALS Medical Director: Dr. Stephen D. Kelley
 911 Center Supervisory: Roberta Parker
 Director of Emergency Services: Ronald Bass

continued next page

County Government: Susan Holder, Assistant County Manager

Citizen at Large: Ray Honrine

Franchise Providers: Jerry Bradshaw (Clinton Rescue); Teddy Blackburn (Garland EMS); Kevin Hall (Roseboro Rescue and EMS); Kelly Blackman (Newton Grove Rescue); Bradley Jackson (Suttontown EMS); Angela Jackson (Clement Rescue); Mark Williams (Vann Crossroads Fire Department); Ark Matthews (Clement Fire Department); Greg Wise (Herring Fire Department); Wayne Lucas (Godwin-Falcon Fire Department)

To be added in April (after ordinance changes are approved):

Finance Officer: David Clack

Emergency Room Nurse: to be determined

EMS Operations Chief: Erick Herring

EMS Training Officer: Angela Magill



SAMPSON COUNTY LOCAL EMERGENCY PLANNING COMMITTEE

MEMORANDUM:

TO: Ms. Susan Holder, Assistant County Manager

FROM: J.W. Simmons, Chairman
SC LEPC Committee

DATE: February 10, 2017

SUBJECT: LEPC Membership

The Sampson County Local Emergency Planning Committee would like to request the following individual be added as a member for the Committee.

Recommendation	Representative
Lorie Sutton	Department of Aging & Transportation

The Sampson County Local Emergency Planning Committee would also like to request the following changes in membership for the Committee.

Recommendation	Representative	Replacing
Keith Jackson	Department of Transportation	Keith Eason
Mike Rich	Sampson Regional Medical Center	Gary Milewski
1 st Sgt David Kinlaw	NC State Highway Patrol	1 st Sgt Timothy Daniels

This is being submitted for your review and consideration.

JWS/dhd

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 4

Meeting Date: March 6, 2017	<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 February 6, 2017 meeting
- b. Authorize execution of the agreement between Sampson Community College and Sampson County Emergency Management regarding curriculum and continuing education EMS programs
- c. Authorize execution of the Funding Agreement for the 2017 Essential Single-Family Rehabilitation Loan Pool housing program
- d. Authorize execution of the lease agreement between Sampson County and Eastpointe Human Services for space at 120 County Complex Road
- e. Declare 2002 Trailblazer VIN# 1GNDSI3S22443871 and 2007 Ford Explorer VIN# 1FMFU16507LA24181 as surplus and authorize transfer of one vehicle of their choice to Autryville Fire Department
- f. Approve late land use application submitted by Durwood P. and Richard H. Boney
- g. Approve tax refunds and releases as submitted
- h. 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 6:00 p.m. on Monday, February 6, 2017 in the County Auditorium, 435 Rowan Road in Clinton, North Carolina. Members present: Chairman Clark Wooten, Vice Chairperson Sue Lee, and Commissioners Albert Kirby Jr., Jerol Kivett and Harry Parker.

The Chairman convened the meeting and called upon Assistant County Manager Susan Holder for the invocation. Finance Officer David Clack then led the Pledge Allegiance.

Approval of Agenda

Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Parker, the Board voted to approve the agenda with the following changes: FEMA Report was added to become Reports and Presentations (b).

Item 1: Reports and Presentations

Recognition of Retirees A service plaque was presented to retiree Cyndi Jones. Retiree Elizabeth Murphy was unable to attend.

FEMA Report FEMA Intergovernmental Affairs Specialist Brian Jeremiah reported to the board an update following Hurricane Matthew and the January snow storm. Mr. Jeremiah quickly noted that recovery efforts were still in progress and are discussed in great detail in a written report that would be provided at a later date. Mr. Jeremiah then welcomed comments. None were received.

Item 2: Planning and Zoning

CZ-1-17-1 Chairman Wooten called the hearing to order and recognized Planning Director Mary Rose who reviewed a request for conditional zoning of approximately 1 acre located along Rowan Road from RA-Residential Agriculture to CZ C Conditional Zoning Commercial District. Ms. Rose noted that with conditional zoning, if the owner ceases to use the property for the site specific use, the zoning classification reverts back its original use. The Chairman opened the floor for comments, and none were received. The Chairman closed the hearing. Upon a motion made by Commissioner Kirby and seconded by Commissioner Kivett, the Board voted unanimously to approve conditional rezoning request CZ-1-17-1, 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 Planning Board does hereby find and determine that the recommendation of*

the ordinance amendment CZ-1-17-1 is consistent with the goals and objectives of the Sampson County Land Use Plan and other long range planning documents due to the fact this property is located along a major thoroughfare where commercial development is encouraged.

RZ-1-17-1 Chairman Wooten called the hearing to order and recognized Planning Director Mary Rose who informed the Board that the request had been withdrawn by the applicant.

RZ-1-17-2 Chairman Wooten called the hearing to order and recognized Planning Director Mary Rose who reviewed the Planning Board's request to rezone approximately 4.5 acres located along Autry Highway from RA-Residential Agriculture to C-Commercial. Chairman Wooten questioned the "orphan" parcel, and Tax Administrator Jim Johnson noted it could be due to a property split or the highway project. The Chairman opened the floor for comments, and none were received. The Chairman closed the hearing. Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Parker, the Board voted unanimously to approve rezoning request RZ-1-17-2, accepting the presented findings of fact and making the following zoning consistency statement: *Whereas, in accordance with the provisions of North Carolina General Statute 153A-341, the Sampson County Planning Board does hereby find and determine that the recommendation of the ordinance amendment RZ-1-17-2 is consistent with the goals and objectives of the Sampson County Land Use Plan and other long range planning documents due to the fact this property is located along a major thoroughfare where commercial development is encouraged.*

RZ-1-17-3 Chairman Wooten called the hearing to order and recognized Planning Director Mary Rose who reviewed a request to rezone approximately 8.5 acres located along Roseboro Highway from RA-Residential Agriculture to C-Commercial. The Chairman opened the floor for comments, and none were received. The Chairman closed the hearing. Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Kirby, the Board voted unanimously to approve rezoning request RZ-1-17-3, 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 Planning Board does hereby find and determine that the recommendation of the ordinance amendment RZ-1-17-3 is consistent with the goals and objectives of the Sampson County Land Use Plan and other long range planning documents due to the fact this property is located along a major thoroughfare where commercial development is encouraged.*

Approval of Subdivision Final Plat – Timberlake Subdivision Section 19 The Board acknowledged that the request to approve the final plat for Timberlake Subdivision Section 19 had been withdrawn and would possibly be added to a future meeting.

Item 3: Action Items

Adoption of Resolution of Support for Addition of the Coastal-Crescent Trail Route to the Mountains-to-Sea Trail Bill Scott, of First Citizens Bank and Trust and who serves as Treasurer with the Friends of the Mountain-to-Sea Trail organization, presented a resolution requesting Board support for his organization's push to see the Coastal-Crescent Trail route added to the Mountain-to-Sea Trail. The trail, a unit of the State's park system, stretches from the mountains to the Outer Banks, but does not currently include any of the Coastal-Crescent route which includes Sampson County. (Copy filed in Inc. Minute Book ___, Page ___.)

Tax Administration – Report of Unpaid Taxes Which Are Liens on Real Property Tax Administrator Jim Johnson reported to the Board the amount of \$2,981,154.25 of unpaid taxes for the current fiscal year which are liens on real property. This total is \$456,702.79 less than the previous fiscal year. Mr. Johnson noted that Sampson County had collected 90% of real and personal property taxes, which means the County had collected the same percentage as it had the previous fiscal year. Mr. Johnson requested authorization to advertise the unpaid taxes on April 6, 2017, with a deadline for payment to avoid publication being March 31, 2017 at 5:00 p.m. Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Parker the Board voted unanimously to approve the request.

Scheduling of 2015 Board of Equalization and Review Hearings Mr. Johnson asked the board to consider setting dates for the 2017 Board of Equalization and Review hearings. Upon motion made by Vice Chairperson Lee and seconded by Commissioner Kirby, the board voted unanimously to schedule the Board of Equalization and Review hearings for April 18, April 20 and April 27, each session to convene from 1-6 p.m.

Approval of Documents Related to EDA Funding for Water Infrastructure Finance Officer David Clack reviewed the EDA documents/financial assistance award, as well as the capital project ordinance and budget amendment required to create the budget for the project. Mr. Clack informed the Board that Sampson County had been awarded an Economic Development Administration (EDA) grant in the amount of \$684,750 to construct a well at Exit 355 off I-40 near the Enviva plant. Mr. Clack reminded the Board that in previous work sessions Dewberry Engineer Matt West and Public Works Director Lee Cannady had provided information regarding the challenges of the county's water infrastructure, and the Board authorized staff to submit applications for funding of a project that would address these issues and position our infrastructure to serve the economically critical I-40 intersection. The total project costs are estimated to be \$1,519,595, with \$554,680 being funded by a grant from Golden Leaf, and the remaining \$280,165 coming from water district funding (in addition to the EDA grant). Upon a motion made by Commissioner Kirby and seconded by Commissioner

Parker, the Board voted unanimously to authorize execution of documents related to the acceptance of grant monies, the capital project ordinance and associated budget amendment. (Copy filed in Inc. Minute Book ___, Page ___; Project Ordinance filed in Ordinance Book ___, Page ___.)

Adoption of Resolution Authorizing the Negotiation of an Installment Financing Contract with Regard to Refinancing Debt Mr. Clack review the proposed debt to be refinanced and the process for refunding. He noted that the resolution for consideration authorizes the County Manager and Finance Director to take those actions necessary to complete the refunding and file an application with the LGC, to refund the total amount of debt, not to exceed \$70,000,000.00 (including all of the debt with the exception of the well project and some of the funding loaned by the State and General Obligation debt associated with the water districts). Mr. Clack noted that the underwriter provided a savings summary which stated an estimated savings amount of \$4,500,000.00 over the remaining terms of the loan using a 30-year repayment plan, which equates to approximately \$62,000.00 per year. Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Kirby, the Board voted unanimously to adopt a resolution authorizing the negotiation of an installment financing contract, directing public notice with respect thereto and providing for certain other related matters (Copy filed in Inc. Minute Book ___, page ___.)

Public Hearing – Road Naming Chairman Wooten called the hearing to order and recognized Ms. Holder who informed the Board that the Road Naming Committee has requested that the Board rescind road name Aubree Road due to the property owner failing to complete a planned subdivision road. She also noted that the owner plans to use the property to relocate and expand his business and would prefer to be addressed off the main road. The Chairman opened the floor for comments, and none were received. The Chairman closed the hearing. Upon a motion made by Chairman Wooten and seconded by Commissioner Kirby, the Board voted unanimously to rescind road name Aubree Road as recommended.

Appointment – Adult Care Home Community Action Committee Upon a motion by Vice Chairperson Lee and a second by Commissioner Parker, the Board voted unanimously to reappoint Larry Sutton to the Adult Care Home Community Action Committee

Appointment – Juvenile Justice Crime Prevention Council (JCPC) Upon a motion by Vice Chairperson Lee and a second by Commissioner Kirby, the Board voted unanimously to appoint Recreation Director Dana Bullard Hall to the Juvenile Justice Crime Prevention Council.

Appointment - NC Southeastern Partnership Upon a motion by Vice Chairperson Lee and a second by Commissioner Kivett, the Board voted unanimously to reappoint Kermit Williamson to the NC Southeastern Partnership.

Appointment - Transportation Advocacy Group (TAG) Upon a motion by Vice Chairperson Lee and a second by Commissioner Kivett, the Board voted unanimously to appoint Hugh Carr to the Transportation Advocacy Group.

Item 4: Consent Agenda

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

- a. Approved the minutes of the January 9, 2017 meeting
- b. Approved a request from the Department of Aging to dispose of certain records pursuant to the County’s Records Retention and Disposition Schedules
- c. Approved changes to health billing codes and fees as recommended by the Sampson County Board of Health
- d. Adopted a resolution approving amendments to the Trust Agreement for the County of Sampson, North Carolina Hospital System Revenue Bonds, Series 2007 to extend the maturity date to and including April 15, 2017 (Copy filed in Inc. Minute Book ____ Page ____.)
- e. Adopted a resolution requesting the installation of a signage panel honoring Miss North Carolina 2015 Kate Peacock and authorizing execution of a reimbursement agreement with the NCDOT for related design and installation costs (Copy filed in Inc. Minute Book ____ Page ____.)
- f. Authorized the County Manager and County Attorney to complete the GSA Request for Proposal documents for office space leased to the Sampson Soil and Water Conservation District Office (NRCS)
- g. Approved tax refunds and releases as submitted

#7834	Marina Corena Medina De Flores	\$118.92
#7815	Donald C. Jackson and Bonnie N.	\$204.64
#7840	Sherry Rouse	\$106.92
#7831	Nancy Jean Landau-Vogt	\$122.84
#7838	Ronald Duane Nimma	\$139.38
#7839	Joseph Ray Wright	\$143.30
#7811	Canal Wood LLC	\$224.09
#7850	D. Mark Calcutt	\$162.68
#7853	Edith Best Cox	\$259.64
#7849	AJ Family Farms LLC	\$343.86

#7860	Rodney Nelson Flowers	\$113.06
#7845	Mary Ellen B. Jones	\$346.91
#7827	Justin Jackson	\$1,931.98
Tax Release	Tasha Carr Sanders	\$630.71
Tax Release	Harrells Mobile Home Park, LLC	\$280.49
Tax Release	Triple T Leasing	\$1,945.36

h. Approved budget amendments as submitted

<u>EXPENDITURE</u>		<u>Social Services</u>	
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u> <u>Decrease</u>
13535320	568400	Child Day Care	\$52,174.00

<u>REVENUE</u>			
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u> <u>Decrease</u>
13535320	403307	State Day Care Subsidy	\$52,174.00

<u>EXPENDITURE</u>		<u>Aging</u>	
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u> <u>Decrease</u>
02558810	526200	FCG – Departmental Supplies	\$150.00

<u>REVENUE</u>			
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u> <u>Decrease</u>
02035881	408401	FCG – Donations	\$150.00

- Approved Clinton City Schools Amendment No. 3 (State); Amendment No. 1 (Federal) as submitted.

Item 5: Board Information

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

- 2016 State of the County Health Report

County Manager Reports

County Manager Ed Causey informed the Board that the staff was fully engaged in preparing for the upcoming Planning Conference and reiterated that the purpose of the conference was to receive their input and direction on government matters. Mr. Causey concluded by reminding the Board of Senator Brent Jackson’s community forum scheduled for Tuesday February 7, 2017 and invited all to attend.

Public Comments

The floor was opened for comments, and none were received.

Recess to Reconvene

Upon a motion made by Chairman Wooten and seconded by Commissioner Kivett, the Board voted unanimously to recess to reconvene at 9:00 a.m. on February 16, 2017.

Clark H. Wooten, Chairman

Susan J. Holder, Clerk to the Board

**SAMPSON COMMUNITY COLLEGE
P.O. BOX 318
Clinton, North Carolina 28329-0318**

**Agreement Between
Sampson County Emergency Medical Services
107 Underwood Street, Clinton, NC 28328
And
Sampson Community College
Curriculum and Continuing Education EMS Programs**

This agreement made this 1st day of March 2017, by and between SAMPSON COMMUNITY COLLEGE, hereinafter referred to as the College; and SAMPSON COUNTY EMS, hereinafter referred to as the Agency.

WITNESSETH:

For and in consideration of the mutual agreements and promises made between the parties, the parties hereto do agree as follows:

I. Term

This agreement between the College and Agency will become effective the 1st day of March 2017, and will continue for a period of two years following the effective date. The contract will be reviewed 90 days prior to the date of expiration.

II. Organization and Financial Responsibilities

The Agency will be responsible for the organization, administration, operating, and financing of its services and it shall endeavor to maintain standards accepted for efficient Emergency Medical Services as recognized by the North Carolina Office of Emergency Medical Services.

III. Instructional Program

- A. Students registered in the EMS programs at the College may utilize for clinical training the various departments of the Agency as available and agreed upon by the Agency.
- B. The days and hours of clinical experiences are to be planned by the faculty of the College and coordinated with the Agency. The Sampson County EMS Training Officer or Agency designee will be notified 48 hours in advance as to the number of students expected to participate in planned observation and/or practice primary care clinical experience.
- C. It is understood that neither the College EMS students nor faculty are entitled to any compensation from the Agency in connection with the EMS clinical programs.
- D. The College does not expect compensation from the Agency for service but desires to donate these services on an unconditional basis.

IV. Specific Responsibilities of the Agency

- A. Students registered in the EMS programs of the College may utilize for clinical training the various departments of the Agency as available and agreed upon by the Agency. The days and hours of clinical experiences are to be planned by the faculty of the College. The Sampson County EMS Training Officer or Agency designee is to be consulted as to the days and hours planned for clinical training.
- B. To make records of those served available for use by the faculty and students.
- C. To supply adequate dressing rooms and security of personal property for the above mentioned students and instructors from the College.
- D. To have equipment and supplies suitable in quantity and quality properly maintained and available for use.
- E. To provide clinical practice and/or observational opportunities on the wards and in the various departments of the Agency as available.
- F. To allow the students and instructors, at their own expense, to use cafeteria facilities in the Agency, if applicable.
- G. To provide appropriate reference and textual materials at the base of assignment.
- H. To foster among EMS staff and employees, both technical and professional, a “teaching-attitude” of helpfulness to students and instructors.
- I. To retain the responsibility for primary care of the patients even though EMS students are assisting with patient care.
- J. The preceptor shall have veto power for student’s assignments when necessary.
- K. The Agency reserves the right to ask for withdrawal of any students or instructor when, at the Agency’s discretion, it is deemed necessary. Such request shall be made in writing to the College and will include rationale for the decision.

V. Specific Responsibilities of the College

- A. The College will submit the following information prior to each clinical assignment:
 - 1. A current course description and technical scope of practice
 - 2. A copy of the liability/malpractice insurance policy for students
 - 3. A copy of the clinical schedule will be provided at least 48 hours prior to the arrival of students
- B. The faculty will be required to:
 - 1. Schedule a meeting with the Sampson County EMS Training Officer. This meeting is an opportunity to clarify and facilitate student, instructor and staff expectations including the identification of Agency-approved clinical preceptors.
 - 2. Attend the Hospital Orientation Class each year and obtain a study packet
 - 3. Submit current CPR certification to be maintained by the College
 - 4. Submit a copy of all active EMT certification to be maintained by the College

- C. College will require student(s) complete a criminal background check and drug screening prior to participating in clinical rotations at Agency. Agency understands College shall not have access to the criminal background check and drug screen results but that College shall facilitate Agency's review of the criminal background check and drug screen. Agency shall not relate any information to College regarding the criminal background check or drug screen, other than to approve or disapprove of student(s) participating in clinical rotations at Agency
- D. The students will be taught to respect the confidential nature of all information which may come to them with regard to patients and hospital records.
- E. That no more than one Sampson Community College EMS student will be permitted assignment to an EMS unit.
- F. To provide instruction required in the program, and coordinate with the Agency to identify appropriate Preceptors for the supervision each student's clinical practice.
- G. The EMS program will not discriminate against any employee or application for employment or students registering in its courses of study because of race, color, creed or national origin.
- H. To follow proper Agency channels to make plans for observations and/or clinical experience.
- I. To abide by all the existing rules and regulations of the Agency.
- J. To notify the Agency (48 hours in advance) as to the number of students expected to participate in planned observation and/or practice primary care clinical experience.
- K. To assume responsibility for health care and liability insurance which pay up to \$1,000,000 for each claim and up to \$3,000,000 annually of students and faculty and to provide the agency with written validation of coverage.
- L. To dismiss any student who presents problems in physical or emotional health/demonstrates behavior which conflicts with safe clinical practice.
- M. To assume responsibility for cost of equipment that is broken or damaged due to negligence (otherwise assumed by the Agency).
- N. To assume responsibility for on the job injury of faculty or students.
- O. Immunizations- Students are required to have a physical exam and show evidence of the following immunizations prior to entry into the Agency. Each of these must be current, with negative or positive results as appropriate and maintained on file at the College.
 1. TB skin test (or chest x-ray if known positive)
 2. Anyone born before January 1957 must have proof of immunization for rubella, rubeola and mumps according to NC State Policy or lab titer may be used to verify immunity. Individuals born in 1957 or later without serologic evidence of

immunity to rubella, rubeola, and mumps need to have documentation of two (2) doses of MMR, 4 weeks apart.

3. Tetanus Booster within last ten years.
4. Immune varicella status demonstrated by a positive titer or documentation of completed vaccination series.
5. Hepatitis B vaccine- All students and clinical facility are required to have the Hepatitis B vaccine or provide a written statement of release from their physician exempting them from such or provide a declination statement if they have chosen not to receive the immunization at this time.

P. Sampson Community College has ultimate control of and responsibility for final evaluations of its students in cooperation with the approved clinical preceptors.

Q. Require students to wear the adopted uniform including I.D. badge.

R. Require students absent from the clinical are to inform the supervisor no later than one hour prior to the assignment.

S. Provide the Scope of Practice document for each student to be used the service agency.

T. Require all student to complete instruction in “blood-borne pathogen diseases” and “universal precautions”.

U. All EMS students are required to maintain current CPR certification.

V. The EMS faculty is responsible for general agency and fire safety orientation to the students.

W. Sampson Community College has ultimate control of and responsibility for evaluation of its students through its designed instructors.

VI. Mutual Responsibilities

The Sampson County EMS Training Officer or Agency designee and the faculty of the EMS Program of the College are to cooperate in the evaluation of the EMS program.

SIGNATURE PAGE

President
Sampson Community College

Date

Division Chair
Healthcare Programs - Sampson Community College

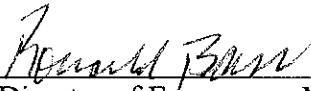
Date

Dean of Continuing Education
Sampson Community College

Date

County Manager

Date



Director of Emergency Management

2-16-2017

Date

Memo

To: David Clack, Finance Officer
From: Juanita Brewington
Date: February 24, 2017
Re: Essential Single Family Rehab Program (ESFR17)

Sampson County has been approved for North Carolina Housing Finance Agency's (NCHFA) 2017 Essential Single Family Rehab (ESFR) program.

The initial set aside amount is \$175,000 for five (5) homes and we may access additional funds from a \$8 million "Loan Pool" on a first come first served basis. Upon 50% draw down of the initial set aside amount, we can request setup of additional homes for additional funds.

We propose to service approximately 10 homes. The maximum amount that can be spent on a home is \$25,000 with an additional \$10,000 in soft costs, for a total of \$35,000 per unit. Soft costs are reasonable and necessary support costs such as outreach & advertising, environmental review preparation, lead based paint and asbestos testing/clearance, energy assessment, inspections, work write ups, cost estimate, project & construction management, document preparation and home performance/energy star quality assurance testing. With SFR14 program funds we will have serviced 10 homes with the assistance of The Wooten Company as the Administrator of the program.

There is a mandatory Administrator's Implementation Workshop in June, 2017 in Raleigh for County and Wooten representatives.

Funding Agreement should be executed and returned to NCHFA no later than April 30, 2017.

Post Approval Documentation (PAD) packet with our Assistance Policy, Procurement Policy and Disbursement Policy will need approval and submittal in May, 2017.

We cannot solicit for applications from Citizens for participation in the SFR17 program until the Funding Agreement and PAD requirements have been satisfied.

All rehabilitation work for this program must be completed and closeout by June 30, 2020.

We respectfully request that the Board accept the grant award and authorize the execution of the grant documents and approved the enclosed budget amendment.

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

February 24, 2017

MEMO:

FROM: David K. Clack, Finance Officer
 TO: Sampson County Board of Commissioners
 VIA: County Manager & Finance Officer
 SUBJECT: Budget Amendment for fiscal year 2016-2017

1. It is requested that the budget for the Essential Single Family Rehab (ESFR17) Project be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
	Administration	50,000.00	
	Housing rehabilitation	125,000.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
	State grant housing finance	175,000.00	

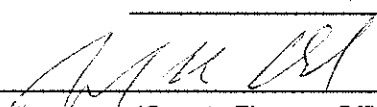
2. Reason(s) for the above request is/are as follows:
 To allocate funds for the ESFR 17 housing rehabilitation program to work on 5 homes.



 (Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 2017


 (County Finance Officer)

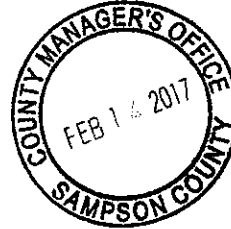
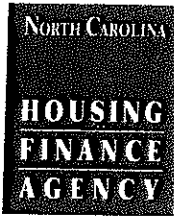
ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____

 (County Manager & Budget Officer)

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



February 8, 2017

Mr. Edwin Causey, County Manager
County of Sampson
406 County Complex, Suite 120
Clinton, NC 28328

A self-supporting
public agency

Scott Farmer
Executive Director

PO Box 28066
Raleigh, NC
27611-8066

3508 Bush Street
Raleigh, NC
27609-7509

Tel. 919-877-5700
Fax. 919-877-5701
www.nchfa.com

Dear Mr. Causey:

I am pleased to inform you that your 2017 Essential Single-Family Rehabilitation Loan Pool (ESFRLP17) application proposing to serve Sampson County has been conditionally approved by the Agency for a set-aside not to exceed \$175,000. Under ESFRLP17, those receiving conditional approval will be referred to as "ESFR Loan Pool Members" (Members) and may access additional funds from a \$2.575 million "ESFR Loan Pool" on a first come/first-served basis, after meeting certain thresholds. Applications were received from a variety of housing providers proposing to serve counties designated under ESFRLP17. Success in this competition reflects your organization's commitment and capacity to help meet the housing needs in your service area. For that we congratulate you!

Enclosed is the ESFRLP17 Written Funding Agreement which has been signed by Michael Handley, Manager of Housing Rehabilitation. Please have the Chief Administrative Official identified in the ESFRLP17 Application for Funding sign and return an electronic copy to the Agency no later than April 30, 2017. Keep the original for your files. Within several days, you will receive a Post Approval Documentation packet (PAD) requesting some additional information including a copy of your ESFRLP17 Assistance Policy. Please do not begin work on your project until your Program Administrator has attended the required Administrators' Implementation Workshop, the PAD has been approved and you have executed a Funding Agreement. Detailed information on the workshops will be emailed directly to the Project Administrator and Rehabilitation Manager at a later date.

An Agency staff person has been assigned to work with each Member as its single point of contact for all matters pertaining to ESFRLP17. We refer to them as "case managers" and charge each with assisting their assigned cases as needed to help ensure success in achieving the Program goals. Mike Handley, Manager, Housing Rehabilitation, will be your case manager for this project. Please do not hesitate to contact him any time you have questions, concerns or comments. His telephone number is 919-877-5627. All ESFRLP17-related correspondence should be addressed to the case manager's attention.

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

Sincerely,

Scott Farmer
Executive Director

cc: Brendan Nolan, The Wooten Company

NORTH CAROLINA HOUSING FINANCE AGENCY

**ESSENTIAL SINGLE-FAMILY
REHABILITATION LOAN POOL
(ESFRLP17)**

FUNDING and WRITTEN AGREEMENT for SUBRECIPIENTS

Member: County of Sampson

Funding Agreement Number: ESFRLP1724

Service Area: Sampson County

**NORTH CAROLINA HOUSING FINANCE AGENCY
2016 ESSENTIAL SINGLE-FAMILY REHABILITATION LOAN POOL
(ESFRLP17)**

FUNDING AGREEMENT

This is a subaward of a federal grant.

This Agreement is entered into this the 9th of February, 2017 by and between the North Carolina Housing Finance Agency (“Agency”) and County of Sampson (“Subrecipient” or “Member”) for the performance of the services listed below. The Agency and the Subrecipient are sometimes referred to as the “Parties”.

This Agreement is funded by a federal grant from the HOME Investment Partnerships Program from the U.S. Department of Housing and Urban Development to the North Carolina Housing Finance Agency (“Federal Award”). Funds awarded under this Agreement are federal funds and must be used for the purposes for which they are intended. For the purposes of this Agreement the Agency is considered a “Pass Through Entity” as defined in 2 CFR Part 200. This Agreement is subject to the requirements in 2 CFR Part 200 and Subrecipient is required to comply with those sections specifically related to subawards to subrecipients therein.

Part I. Federal Award Identification:

Federal Award Identification: HOME Investment Partnerships Agreement	Subrecipient Name (which must match registered name in DUNS): County of Sampson	Subrecipient’s DUNS number: 4044067
Federal Award Identification Number (FAIN): M16-SG370100	Federal Award Date (Date signed by Federal awarding Agency Official): August 12, 2016	Subaward Period of Performance: Start Date: February 9, 2017 End Date: June 30, 2020
Amount of Federal Funds Obligated by this Action: \$175,000	Total Amount of Federal Funds Obligated to the Subrecipient: \$175,000	Total Amount of Federal Award to Agency: \$175,000
Federal Award Project Description (as required by FFATA): HOME Investment CPD	Name of Federal Awarding Agency: U.S. Department of Housing and Urban Development	Pass Through Entity: North Carolina Housing Finance Agency (referred to as “Agency” or “PTE”)
Contact Information for Awarding Official: Michael Handley Manager of Housing Rehabilitation NCHFA 3508 Bush Street Raleigh, NC 27609 Phone: (919) 877-5627	CFDA Number and Name: 14.239 HOME Investment Partnerships Program	Is Award R&D: No
Subrecipient Indirect Cost Rate (or 10% de minimis): Not Applicable	Audit Verified: Yes	Subrecipient’s Cumulative Federal Awards >\$750,000:

Part II. Agreement Documents.

This Agreement includes the following, all of which are identified by name as follows:

1. This Agreement;
2. Certifications and Assurances (Attachment 1);
3. ESFRLP Program Guidelines (Attachment 2); and,
4. Iran Divestment Act Certification (Attachment 3).

These attachments are incorporated herein by reference, constitute the entire agreement between the Parties, and supersede all prior oral or written statements or agreements and are hereinafter referred to as the "Agreement Documents".

Part III. Definitions

1. **Agency.** The North Carolina State Housing Finance Agency, an instrumentality and public agency of the State of North Carolina.
2. **Agreement.** Refers to this Subaward Agreement and all attachments.
3. **Application.** The application submitted by the Subrecipient for Program funds.
4. **De-obligate or De-obligation of Funds.** Refers to the Agency's right to rescind its obligation to disburse funds awarded to Subrecipient based on a variety of factors, including but not limited to under performance, non-compliance, end of subaward period, breach of this Agreement, violation of state, federal, and/or local law, fraudulent or willful misconduct, or change in eligibility status.
5. **Federal Award.** Federal Award is the award identified in Section 1 of this Agreement.
6. **Funds.** The funds awarded to the Member under this Agreement
7. **HOME.** The HOME Investment Partnerships Program found at 24 C.F.R. Part 92.
8. **HUD.** The United States Department of Housing and Urban Development.
9. **Member.** The organization identified in Section 1 of this Agreement to which the Agency is making a subaward, and which is accountable to the Agency for the use of the funds provided.
10. **Program.** The Agency's Essential Single-Family Rehabilitation Loan Pool Program.
11. **Recapture.** Recapture means when the Agency takes back money awarded under this Agreement and already disbursed to Subrecipient based on such factors as, but not limited to, underperformance, non-compliance, end of subaward period, and/or fraud.
12. **ESFRLP.** The Agency's Essential Single-Family Rehabilitation Loan Pool Program.

13. **ESFRLP Funds or ESFRLP Pool.** The HOME funds awarded to Subrecipient under this Agreement.
14. **ESFRLP Program Guidelines.** The Agency's program guidelines for administering the Program which Member must adhere to in order to received funds under this Agreement.
15. **Services.** The eligible activities described in this Agreement.
16. **Subaward.** Subaward means the funds awarded to the Subrecipient under this Agreement. The Subaward consists solely of federal funds.
17. **Subrecipient.** Subrecipient the organization identified in Section 1 of this Agreement to which the Agency is making a subaward, and which is accountable to the Agency for the use of the funds provided.
18. **Supercircular.** Supercircular means 24 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Also referred to as Uniform Guidance.

Part IV. Purpose

The Agency has received a grant of federal HOME funds from HUD which the Agency uses, in part, to fund its Single-Family Rehabilitation Loan Pool Program. The ESFRLP provides an interest free, deferred-forgiven loan to Program-eligible homeowners to pay for certain rehabilitation costs of a homeowner's house. The Agency provides subawards to local organizations to utilize them in assisting in the administration of the ESFRLP. The Agency has advertised the availability of funding under the ESFRLP and the application of the Member was received, evaluated, and approved by the Agency. The Agency and the Member now wish to enter into this Agreement to provide a subaward to Member under the ESFRLP.

Part V. SubAward

The Agency hereby awards a Subaward, as described above, to Subrecipient subject to the provisions of this Agreement and any attachments hereto. The Agency shall pay the Subrecipient in the manner and in the amounts specified in the Agreement Documents. The total amount paid by the Agency to the Subrecipient under this Agreement will not exceed \$175,000 and consists entirely of federal funds. Although the Agency has approved a set-aside for a specific amount to the Member, the Member also has the opportunity to access additional funds from the ESFRLP pool (depending upon fund availability) once they have met the threshold requirements outlined in ESFRLP17 Program Guidelines 3.2.2.

Part VI. Subrecipient Duties (Scope of Work)

The Subrecipient will provide the services as described in this Agreement in accordance with the terms and conditions of the Agreement Documents. The Subrecipient will be responsible for all activities and responsibilities as defined by the ESFRLP17 Program Guidelines.

Part VII. Time of Performance

- (a) The Member shall begin performance of this Agreement on the 1st day of July, 2017 and shall complete performance no later than June 30, 2020.
- (b) The Agency has approved a set-aside of up to \$175,000 of ESFRLP funds for the Member. The Member may reserve funds from this set-aside on a unit-by-unit basis in accordance with Program Guidelines (PG) 3.2.2 & 3.2.3, until December 31, 2018. Any funds from this set-aside not reserved by that date shall be De-obligated and remain in the ESFRLP pool for reallocation to those Members seeking funding for additional units.
- (c) Funds for additional units may be reserved from the ESFRLP pool, depending on availability, on a unit-by-unit, first come, first served basis in accordance with PG 3.2 up until December 31, 2019. Any funds, not committed under contract (pursuant to Section 3.12 of the Program Guidelines) to a unit as of December 31, 2019, must be withdrawn from deposit and returned to the Agency; or, de-obligated from the Member's IDIS master account. All units must be completed and closed out by June 30, 2020.
- (d) De-obligation of Funds. Upon expiration of the agreement on June 30, 2020, the Member must transfer to the Agency any HOME funds not under contract for a specific unit and any accounts receivable attributable to the use of HOME funds.

Part VIII. Program Funding; Management of Funds

Section 1: Subaward

The Agency has made a Subaward to the Member in the amount identified in Part V of this Agreement.

Section 2: Use of Funds

- (a) ESFRLP funds shall be used to provide assistance to low-income homeowners for: the repair and rehabilitation of their principle residence; the installation of energy-efficiency measures to decrease energy use in the unit; temporary relocation of households to standard housing, at reasonable cost, if in accordance with an Agency-approved written relocation policy; and lead-based paint evaluation and remediation. ESFRLP funds shall pay for eligible hard and soft costs associated with housing rehabilitation of single-family owner-occupied dwelling units; making the units safe, decent and sanitary. ESFRLP assistance shall be in the form of a loan to the homeowner, which covers the eligible hard costs associated with the rehabilitation of the unit. ESFRLP assistance used to pay eligible soft costs associated with the rehabilitation of the unit shall be in the form of a grant to the homeowner. In order to ensure each Member is conveying certain HOME Program requirements to the eligible homeowners, the Member must use the Agency-provided loan documents listed in the ESFRLP17 Program Guidelines. Failure to do so shall constitute a material breach of this Agreement.
- (b) The Member must identify eligible units in accordance with the ESFRLP Program Guidelines. The budget for each unit assisted can be found on the Settlement Data Sheet which is referenced at PG 2.3.2 and is a part of the unit workbook.
- (c) The Member must repay the Agency for any costs deemed ineligible by the Agency in the Agency's sole discretion. The Member must also repay the Agency for any expended funds for units that do not meet the ownership and property requirements as stated in PG 4.1.3 & 4.1.4 (24CFR92.254(b)), "Qualification as affordable housing: homeownership". Any funds repaid to the Agency shall be subject to imputed interest.

Section 3: Disbursement of Funding

- (a) The Member cannot request disbursement of ESFRLP funds until funds are needed for actual payment of eligible costs as defined in the ESFRLP17 Program Guidelines (PG 2.2.4). The amount of the request must be limited to the actual amount needed. Any interest earned on ESFRLP funds held by the Member must be spent prior to using any other ESFRLP funds.
- (b) ESFRLP funds will be disbursed to the Member through electronic payments from the Agency and in accordance with PG 3.2.
- (c) The Member is eligible to request Program funds from the Agency only after the Agency has received this executed Agreement and a completed *Signatory Form and Certification* card (“Signatory card”).
- (d) The Member must complete all work under this Agreement and disburse all ESFRLP funds in accordance with the Program Guidelines, specifically Sections 3.3 and 3.4.

Section 4: Deposit of Funds

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

Section 5: Establishment and Maintenance of Accounting Records

- (a) The Member agrees to establish an account in its own general ledger for funds received under this Agreement, and ESFRLP funds, including interest earned, shall be accounted for separately from all other monies.
- (b) The Member's financial management system shall provide for:
 - (1) Accurate, current and complete disclosure of the financial results of the Program in accordance with the reporting requirements.
 - (2) Records that identify adequately the source and application of funds for activities supported by the Program.
 - (3) Effective control over and accountability for all funds received under this Agreement.
 - (4) Comparison of actual outlays with budgeted amounts for the Program.
 - (5) Accounting records that are supported by source documentation.
 - (6) Systematic methods to assure timely and appropriate resolution of audit findings and recommendations.
- (c) The Member agrees that its records, as they relate to this agreement, shall be accessible to HUD and the Agency and their respective agents or representatives, including the North Carolina State Auditor's Office in accordance with N.C.G.S. §147.64.7(4).

Section 6: Procurement Procedures

The Member will have written procurement procedures that reflect the procurement standards found at 2 C.F.R. §200.318- §200.326. The Member will use written contracts with all firms providing services for rehabilitation work or professional services under the Program.

Section 7: Recapture of Funds.

The Agency reserves the right to recapture the Subaward from the Subrecipient. Events of recapture include, but are not limited to, Subrecipient's failure to comply with the terms and conditions of this Agreement and the Agreement Documents or if the Agency deems, in its sole discretion, that Subaward funds were misused or misapplied by the Subrecipient.

PART IX. Program Management**Section 1: Program Guidelines**

The terms of the Agreement are subject, in all respects, to the ESFRLP17 Program Guidelines, and all defined terms used in this Agreement shall have the same meanings as used in the ESFRLP17 Program Guidelines. The Agency shall have the right from time to time, in its sole discretion, to amend all or any portion of the Program Guidelines for the purpose of providing for any and all modifications, updates, changes, amendments or supplements to applicable laws, regulations or Program changes. The Agency shall give the Member notice of such amendment not less than 30 days before the effective date of such amendment unless the Agency is obligated by law or regulation to implement such amendment in a shorter time period.

In the event the Program Guidelines are revised, the Agency will forward such revisions to the Member and, thereby, make them a part of this Agreement. Failure of the Member to comply with the terms and conditions of the ESFRLP17 Program Guidelines, as supplemented or amended shall be an event of default by the Member under this Agreement.

Section 2: Program Documents

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

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

Section 3: Member Responsibility

- (a) Members are responsible for Project Financial Administration as outlined in Section 3 of the ESFRLP17 Program Guidelines for compliance with the Loan Processing Requirements in Section 4 of the ESFRLP17 Program Guidelines. The Agency expects the Member to be active in the management and monitoring of the activity funded with the ESFRLP funds including ensuring

Program eligibility of homeowners, facilitating loan closings, and inspecting work performed and training and supervising its staff adequately. The Agency has received and reviewed information that describes the Member's operating plan for staffing and administering its Project. The Agency has relied on the information provided by the Member in the Member's original ESFRLP17 Application for Funding in making its decision to approve the grant and execute this Agreement. The Member must notify the Agency about any material changes in its operating plan, any events that may have a significant impact on the Project, or any other changes to information provided in the Members original ESFRLP17 Application for Funding.

- (b) The Member shall execute a Written Agreement (the "Homeowner Written Agreement") with each Homeowner to be assisted, prior to disbursing any funds for the unit. The Written Agreement is provided by the Agency and complies with 24 CFR 92.504(5) (ii). The Agency will enforce the terms of the Written Agreement through a deed of trust recorded against the property using any legal remedy available, including possible foreclosure of the project, and/or any other remedy specified for breach in the loan documents.
- (c) If the Member is monitored by the Agency or an authorized representative and if a lack of proper financial or project controls is observed, the Agency reserves the right to consider this agreement breached and may hold disbursement requests from the Member until such issues are resolved.

Section 4: Right to Inspect

The Agency, HUD and the Comptroller General of the United States, or their authorized representatives or agent, shall have the right to inspect the housing rehabilitation work performed with ESFRLP17 funds provided under this Agreement for the purpose of determining if work is being carried out in accordance with the ESFRLP17 Program Guidelines and the HOME regulations. All dwelling units rehabilitated under ESFRLP17 must meet the ESFRLP17 Rehabilitation Standards in accordance with PG 2.5.

Part X. Reporting and Audit Requirements

Section 1: State Requirements.

- (a) If the Member is a non-profit organization or otherwise meets the definition of a "Subgrantee" in N.C.G.S. §143C-6-23(a)(4) then it is subject to the State reporting requirements mandated by N.C.G.S. § 143C-6-23, as may be amended from time to time. Therefore, the Member is required to file annual electronic reports with the NC Office of State Budget & Management. A "Subgrantee" that receives, uses, or expends State funds and in the amount greater than five hundred thousand dollars (\$500,000) within its fiscal year (from any source) must have an audit in accordance with 09 NCAC 03M .0205. The amounts and requirements listed in the statute may change from time to time and it is the Member's responsibility to periodically check the statutes for any amendments or changes thereto.
- (b) If the Member is a unit of local government then it must comply with N.C.G.S. § 159-34, as may be amended from time to time, as referenced in the ESFRLP17 Program Guidelines, Section 3.8 *Financial Audit Requirements*.

Section 2: Audit

- A. The Subaward is funded with federal funds and as such any requirements applicable to recipients of federal funds will be required of Subrecipient. Note: 2 CFR Part 200.110 states, in part, that 2 CFR Part 200 supersedes the following OMB Guidance documents and regulations under Title 2 of the Code of Federal Regulations: A-87 (Cost Principles for State, Local and Indian Tribal Governments), A-102 (Grants and Cooperative Agreements with State and Local Governments), A-110 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profits), A-122 (Cost Principles for Non-Profit Organizations), and A-133 (Audits of States, Local Governments and Non-Profit Organizations). The Subrecipient is required to review and comply with 2 CFR Part 200 requirements related to units of local government or non-profit organizations, as may be applicable, that were previously found in the OMB Circulars.
- i. Subrecipient must permit the Agency's auditors to have access to the Subrecipient's records and financial statements as necessary, in the discretion of the Agency, to meet the requirements of 2 CFR §§200.300 Statutory and national policy requirements through 200.309 Period of performance, and 2 CFR 200 Subpart F – Audit Requirements.
 - ii. The Subrecipient will comply with 2 CFR Subpart F – Audit Requirements, as may be amended from time to time, which states, in part:
 - a. A Subrecipient that expends \$750,000 or more in federal awards during its fiscal year from any source, including federal funds passed through the State or other grantors, must obtain a single audit or program-specific audit conducted for that year in accordance with 2 CFR 200 Subpart F- Audit Requirements. (§200.501 (a))
 - b. A Subrecipient that expends \$750,000 or more during its fiscal year in Federal awards must have a single audit conducted in accordance with 2 CFR 200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section. (2 CFR §200.501 (b))
 - c. An auditee that expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with 2 CFR §200.507 Program-specific audits. (2 CFR §200.501(c))
 - d. A Subrecipient that expends less than \$750,000 during its fiscal year in Federal awards is exempt from Federal Audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal Agency, Pass Through Entity, and Government Accountability Office. (2 CFR 200.501(d)).

Section 3: Reports

- (a) The Member shall submit to the Agency Unit Completion Reports in accordance with PG 3.10.2
- (b) The Member shall submit a Certification of Completion and Final Cost form to the Agency not later than June 30, 2020.
- (c) The final certification shall contain a summary of the use of funds provided under this Agreement.

- (d) The Member shall submit to the Agency such revisions and updates of reports as may be necessary as a result of project audits or reporting errors.
- (e) All reports and audit confirmations shall be sent to:
 North Carolina Housing Finance Agency
 Attention: Mark Lindquist, Senior Program Compliance Coordinator
 PO Box 28066
 Raleigh, NC 27611-8066
 or
 Email Address: mwlinquist@nchfa.com

Section 4: Close Out:

- (a) The Member must initiate close-out procedures when the Date of Completion identified in the Funding Agreement is reached.
- (b) No new rehabilitation contracts obligating any ESFRLP funds may be executed after the Date of Completion. Contracts executed prior to the Date of Completion may be amended after that date by no more than ten percent (10%) of the original contract amount in order to accommodate necessary changes to the scope of work.
- (c) Members will be required to submit the Certification of Completion and Final Cost form (CCFC) to the Agency no later than 6 months following the Date of Completion. The Member will also be required to submit revisions and updates of the Certification that may be necessary as a result of audits or reporting errors.
- (d) All ESFRLP funds not disbursed for eligible costs associated with rehabilitation contracts executed prior to the Date of Completion, including all net Program income/interest earned, must be remitted to the Agency with the CCFC.
- (e) Members are required to submit a minimum of one (1) human interest story, with photographic documentation of before and after rehabilitation, focusing on one of the households assisted under ESFRLP17.

PART XI: Representations, Warranties and Covenants

The Member hereby warrants, represents and covenants that:

- (a) It is a unit of local government that reports to the Local Government Commission or it is a non-profit entity duly organized and in good standing in the State of North Carolina.
- (b) All Subaward funds must be used for purposes and activities described in this Agreement.
- (c) Housing assisted with HOME funds is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 -- 4856), and the implementing regulations at 24CFR35, subparts A,B,J,K,M and R.
- (d) If the Member is a governmental body, it will comply with OMB Circular A-87 as amended or superseded by 2 C.F.R. 200, related to certain principles and standards for determining costs for Federal awards carried out through grants, cost reimbursement contracts and other agreements with State and local governments.
- (e) It will comply with the sections regarding financial management and procurement standards for the HOME program found at 24 C.F.R. §§ 85.6, 85.12, 85.20, 85.22, 85.26, 85.32-85.34, 85.36, 85.44, 85.51 and 85.52, as may be amended from time to time. If the Member is a not-for-profit organization

it will comply with OMB Circular A-122, as amended or superseded by 2 C.F.R. 200, which established principles for determining costs of grants, contracts and other agreements with non-profit organizations as well as the following sections regarding standards for financial management and procurement standards: 24 C.F.R. §§84: 84.2, 84.5, 84.13 - 84.16, 84.21, 84.22, 84.26 - 84.28, 84.30, 84.31, 84.34 – 84.37, 84.40 – 84.48, 84.51, 84.60 – 84.62, 84.72 and 84.73.

- (f) The Member must comply with 24 C.F.R. §92.351 with regards to actions taken to assure MBE/WBE are utilized when possible in the procurement of goods and services.
- (g) The Member must maintain sufficient records of affirmative marketing and MBE/WBE activity in accordance with 24 C.F.R.9§2.508 (7) (ii).
- (h) Debarred, suspended or ineligible contractors and/or participants cannot be involved in the activities of the Member for which funds are provided under this agreement.
- (i) The Member will make a good-faith effort to, on a continuing basis, maintain a drug-free workplace per the requirements of 24 C.F.R. §21 (B).
- (j) The Member and its activities must comply with all of the following Federal laws, executive orders and regulations pertaining to fair housing and equal opportunity. They are: Title VI of the Civil Rights Act of 1964, As Amended (42 U.S.C. 2000d et seq.), found in 24CFR Part 1; The Fair Housing Act (42 U.S.C. 3601-3620), found in 24CFR Part 100-115; Equal Opportunity in Housing (Executive Order 11063, as amended by Executive Order 12259), found in 24CFR Part 107; Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101), found in 24CFR Part 146. The Member must describe the actions it will take in the areas of enforcement, education, and removal of barriers and impediments to affirmatively further fair housing according to applicable state and federal law. The Member certifies that it will affirmatively further fair housing, including the following: conducting an analysis to identify the effects of any impediments identified through that analysis and maintaining records reflecting the analysis an actions in this regard.
- (k) In order to assure that each Member is conveying certain HOME Program requirements to the eligible homeowners, the Member must comply with the following Program Guidelines: PG 4.1.4.2 (Homeownership Affordability). PG 2.6.1 Property Standards; and Section 15(a) of this Agreement.
- (l) It will provide a written statement completed by the Member's board of directors or other governing body stating that the Subrecipient does not have any overdue tax debts, as defined by N.C.G.S. §105-243.1, at the federal, State or local level. The written statement shall be made under oath and returned to the Agency in order for program disbursements to be made (Certification example included in Attachment 1, unless already submitted and approved).
- (m) It will sign and provide the Certification and Assurances document attached here to as Attachment 2.
- (n) It will comply with N.C. E-Verify which means the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. If Subrecipient employs 25 or more employees in the State of North Carolina, then Subrecipient must comply with the provisions of N.C. Gen. Stat. §64-26 including verifying the work authorization of its employees through E-Verify and retaining the records of verification for a period of at least one year. All subcontractors engaged by or to be engaged by Subrecipient have or will have likewise complied with the provisions of N.C. Gen. Stat. §64-26.
- (o) None of the funds provided under this Agreement shall be used in the performance of this Agreement for any partisan political activity (24 C.F.R. §91.225), or to further the election or defeat of any candidate for public office per the requirement of 24 C.F.R. §87.

- (p) There will be no religious activities conducted in connection with the performance of this Agreement or the use of ESFRLP17 funds.
- (q) The Member will not discriminate against any person employed in the performance of this Agreement, or against any applicant for assistance under this Agreement because of race, sex, age, creed, color, physical handicap or national origin. The Member will ensure that applicants for ESFRLP17 assistance are processed, and that employees are treated during employment, without regard to race, sex, age, creed, color, physical handicap or national origin.
- (r) No employee, officer or agent of the Member shall participate in the selection, or in the award or administration of a contract funded by this Agreement if a conflict of interest, real or apparent, would be involved.
- (s) Before ESFRLP17 funds may be disbursed, any Member that is a non-profit organization must be in compliance with General Statute 143C-6-23. This statute requires that the Member submit to the Agency a notarized copy of the Member's policy addressing conflicts of interest that may arise involving any Member's management staff, board of directors or other governing body. The policy shall address situations where any of these individuals may directly or indirectly benefit, except in their official capacity, from the disbursement of State funds, and shall include actions to be taken to avoid conflicts of interest or the appearance of impropriety.
- (t) Before ESFRLP17 funds are disbursed, any entity of local government will adopt, by resolution of its board of directors, or other governing body, a notarized copy of the Member's Conflict of Interest Policy. The policy must address situations that may arise involving any Member's employees, management staff, board of directors, or other government body, where any of these individuals may directly or indirectly benefit, except in their official capacity, from the disbursement of Subaward funds, and shall include actions to be taken to avoid conflicts of interest or the appearance of impropriety.
- (u) No person providing consulting services in an employer-employee type relationship shall receive more than reasonable compensation for personal services paid with ESFRLP17 funds. In no event, however, shall such compensation exceed the limits in effect under the provisions of any applicable statute. Such services shall be evidenced by written agreements between the parties which detail the responsibilities, standards and compensation.
- (v) ESFRLP17 funds may not be used to pay for administrative expenses (PG 2.2.4.3). The Member is prohibited from charging servicing, origination, processing, inspection, or other fees for administering the ESFRLP17, HOME-funded program, except as permitted by §92.214(b)(1).

Part XII. Termination

Should Member breach or fail to comply with any or part of the provisions or terms of this Agreement, continue as a going concern, become insolvent, defunct, or commence bankruptcy proceedings, or should any employee, agent, director officer or senior manager of Subrecipient engage in fraud, misconduct or negligence or misappropriate any Funds, the Agency may terminate this Agreement, and all of its obligations hereunder, immediately upon written notice, and the remaining Program Funds shall revert immediately to the Agency. This applies to all terms and conditions of the Agreement at the time the Agreement is signed and at any subsequent point if the status of the Subrecipient changes, including but not limited to, the provisions that Subrecipients receiving these Funds shall not have been indicted or employ those that have been indicted for a violation under Federal Law relating to an election for Federal office.

- A. The Subrecipient hereby agrees to remain fully informed of all laws and regulations that apply to the Subrecipient, and will give the Agency prompt notice of any action or event that may be cause for suspension or termination of this Agreement and recapture Funds and/or rescind its obligation to awarded Funds to Subrecipient in the event of Subrecipient's non-compliance with the terms and conditions of the grant, as outlined in the Agreement and the Agreement Documents.
- B. The Agency may terminate, in its sole discretion, this Agreement and all of its obligations hereunder immediately upon written notice to Subrecipient, and recapture Program Funds from Subrecipient and/or rescind its obligation to disburse Funds to Subrecipient in the event Subrecipient is not in compliance with the terms and conditions of this Agreement.
- C. Either the Member or the Agency may terminate this Agreement at any time for any reason by providing 30 days prior written notice to the other party. In the event of said termination by the Member, the Agency will require the return of any disbursed, but unused funds and may require completion of any current units being rehabilitated at the time of the notice.
- D. Upon termination of this Agreement all of the Subrecipients work product, including files pertaining to this Agreement, shall become the property of the Agency if requested.
- E. In the event of termination, the Member shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of the Agreement by the Member. The Agency may withhold any reimbursement to the Member for the purpose of a set-off until such time as the exact amount of damages due the Agency from the Member is determined.
- F. In the event of a termination of this Agreement, Subrecipient must continue to comply with record retention requirements and provisions regarding confidentiality and indemnification.

Part XIII. Default, Remedy, Suspension and Termination of Subaward

- A. Each of the following may be deemed an Event of Default under this Agreement:
 - 1. Any material failure by Subrecipient to comply with the terms and conditions of this Agreement whether stated in this Agreement, a federal statute or regulation, North Carolina statute or regulation, the Agreement Documents or any warranty or assurance by Subrecipient.
 - 2. Subrecipient fails to expend Funds in accordance with Program requirements.
 - 3. Subrecipient fails to return Funds, subject to recapture, to the Agency within the requested time frame.
 - 4. Subrecipient becomes the subject of a federal, state, or local investigation related to the use of federal or state funds.
 - 5. Subrecipient fails to continue as a going concern; becomes insolvent, defunct, or commences bankruptcy proceedings; or should any director, officer, or senior manager of Subrecipient engage in fraud, willful misconduct, and gross negligence or misappropriate any Funds.

6. Subrecipient's acts or omissions, in the sole determination of the Agency, may cause significant reputational harm to the Agency or the Program.
7. Any Subrecipient misrepresentation in its application or supporting material which, if known by the Agency, would have resulted in the Subaward not being made.

B. Discovery of Events

The Agency may become aware of Events of Default in any number of ways, including but not limited to:

1. Third party compliance reviews;
2. Random file reviews;
3. Reports of noncompliance by third parties such as media, government agencies, Subrecipient's clients, and/or whistle blowers; or
4. Reviews of audited financial statements and other Uniform Guidance audits.

C. Notice of Events of Default. If the Agency becomes aware of an Event or Events of Default, the Agency will give Subrecipient written notice of the occurrence and a reasonable opportunity to respond to notification or take corrective action as appropriate, if, in the discretion of the Agency the default is capable of being cured. The Agency reserves the right to send notification to Subrecipient's Board of Directors, the State of North Carolina and HUD.

D. Failure to Remedy an Event of Default. If Subrecipient is unable to cure the Event of Default to the satisfaction of the Agency, then the Agency may

1. Recover misspent or unspent Funds;
2. De-obligate awarded but undisbursed Funds;
3. Terminate the Agreement for cause. Upon termination of the Agreement, all unspent Funds (as determined by the Agency) shall revert immediately to the Agency, in either the form of recapture or de-obligation;
4. Use information learned in the process of consideration of future funding actions;
5. Recapture Funds; or
6. Take other legally available remedies.

Part XIV. General Terms and Conditions

Section 1: Publicity

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

Section 2: Records Retention Policies

1. The Subrecipient shall establish and comply with a records retention policy. This policy shall be made available to the Agency at its request.
2. Financial records, supporting documentation, statistical records, and all records pertinent to the subaward shall be retained for a period of five (5) years from the date of the project close out letter (PG 3.6.1). The only exceptions are as follows:
 - a. If any litigation, claim or audit is started before expiration of the five (5) year period, the records shall be retained until the litigation, claims or audit findings involving the records have been resolved and final action taken.
 - b. Records for real property and equipment acquired with grant Funds shall be retained for three (3) years after final disposition.
 - c. When the Subrecipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or the Agency to extend the retention period.
 - d. If Subrecipient must report program income after the period of performance then it must comply with 2 C.F.R. §200.333(e).
 - e. Subrecipient will comply with 2 C.F.R. §200.333 (f) as it relates to retention of records for indirect cost rate proposals and cost allocations plans. Under this section the following types of documents and their supporting records shall be retained: indirect cost rate computations or proposals, cost allocations plans, and any similarly accounting computations of the rate at which a particular group of costs is chargeable: 1) if submitted for negotiation see 2 CFR §200.333(f)(1); if not submitted for negotiation see 2 CFR §200.333(f)(2).
3. Notwithstanding the foregoing retention policy, or any other provision of this Agreement, the Agency, the Federal Awarding Agency, and their authorized representatives, agents' and third-party contractors' will have access and a right to inspect Subrecipient's site, documents, records and personnel access for evaluation purposes for as long as records are retained.

Section 3: Confidentiality

The Member must maintain the confidentiality and security of records in compliance with the North Carolina Identity Theft Protection Act, the Gramm-Leach Bliley Act and other federal and state privacy laws ("Applicable Laws"). The Applicable Laws pertain to the security and privacy of personal and financial information along with identifying information such as social security numbers. The Member is responsible for compliance with the Applicable Laws. In the course of providing services hereunder, the Member may have access to an individual's confidential information. Confidential Information includes, but is not limited to, names, personal addresses, credit reports, social security numbers and other personal identifying information. Confidential Information shall be used by the Member only in conjunction with

the provision of services hereunder and shall not be disclosed to any third party. The Member agrees to hold harmless and indemnify the Agency for any cost, legal actions, or disputes of any nature whatsoever incurred if the Member violates this provision or any Applicable Law. The Member shall keep all Confidential Information secure, including without limitation, implementing physical security measures and operating procedures.

Section 4: Mandatory Disclosures

The Member must disclose to the Agency, in a timely manner, in writing, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Subaward of the Federal Award. Failure to make required disclosures can result in any of the remedies for noncompliance listed in 2 C.F.R. §200.338 including suspension or debarment (See also 2 C.F.R. part 180).

Section 5: Laws and Regulations

The Member agrees to remain fully informed of all laws and regulations that apply to the Subrecipient, and will give Agency prompt notice of any action or event that may be cause for suspension or termination of this Agreement. Failure to provide such notice will constitute a breach of this Agreement. Any and all information regarding this Subaward should be forwarded to your auditors when organizing your annual audit.

Section 6: Notices

All legal notices, reports, requests, demands and other communications under this Agreement shall be in writing and referred to each party's point of contact as listed below. All such notices under this Agreement sent to the other party shall be considered received: (a) when personally delivered; (b) when delivered by commercial overnight courier with verification receipt; or (c) three (3) days after having been sent, postage prepaid, via certified mail, return receipt requested.

To the Agency: North Carolina Housing Finance Agency
 Attn: Michael Handley, Manager of Housing Rehabilitation
 PO Box 28066
 Raleigh, NC 27611-8066

To the Subrecipient: County of Sampson
 Attn: Edwin Causey, County Manager
 406 County Complex, Suite 120
 Clinton, NC 28328

Section 7: Agreement Changes

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

Section 8: Assignment

This Agreement cannot be assigned.

Section 9: Indemnification

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

Section 10: Inconsistencies; No Waiver

In case any provision of this Agreement is held to be invalid, then such provision shall be amended by the parties only to the extent necessary to be enforceable consistent with the parties' intent, and the remainder of the provisions shall remain in full force and effect. No waiver by either party of any breach or failure of compliance with respect to any provision of this Agreement shall be deemed a continuing waiver, nor shall any delay or omission by either party to exercise any right hereunder impair in any manner the exercise of any such right.

Section 11: Governing Law

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

Section 12: Entire Agreement

This Agreement and all Attachments and/or Exhibits, specifically including the ESFRLP17 Program Guidelines, constitutes the entire Agreement between the Agency and the Member.

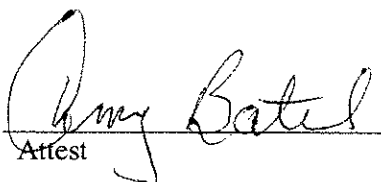
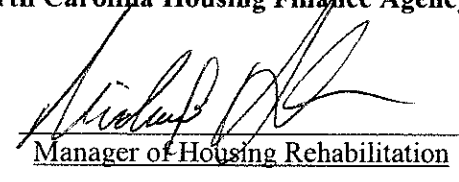
III. Authorization of Signature

By signing this Agreement, the Member certifies that all representations made in its ESFRLP application are true, and in the event of any misrepresentations, the Agency has the option to rescind any obligations to Member regarding the Funds or recapture any Funds awarded or intended to be awarded to the Subrecipient. The person signing this Agreement hereby certifies that he/she is authorized to execute this agreement on behalf of the Subrecipient.

County of Sampson

Attest
By: _____ Date: _____
Its: County Manager

North Carolina Housing Finance Agency


Attest
By: 
Its: Manager of Housing Rehabilitation Date: 2/8/17

Attachment 1

CERTIFICATIONS AND ASSURANCES

By signing below, the authorized official of Member certifies, to the best of his/her knowledge and belief that:

Certification Regarding Lobbying

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

Debarment, Suspension, and Other Responsibility Matters

The Member certifies by signing below that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

Audit and Access to Records

The Member certifies by signing below that it complies with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R 200), will provide notice of the completion of required audits and any adverse findings which impact this subaward as required by parts 200.501-200.521, and will provide access to records as required by parts 200.336, 200.337, and 200.201 as applicable.

English Language 2 CFR §200.111

The Member certifies by signing below that it will comply with 2 CFR §200.111 which states, in part, that all Federal financial assistance announcements and Federal award information must be in the English language and must be in the terms of U.S. Dollars. The Subrecipient may translate the Federal award and other documents into another language. In the event of inconsistency between any terms and conditions of the Federal award and any translation into another language, the English language meaning will control. Where a significant portion of the Subrecipient's employees who are working on the Federal award/Subaward are not fluent in English, the Subrecipient must provide the Federal award/Subaward in English and the languages with which the employees are more familiar.

Conflict of Interest 2 CFR §200.112

The Member certifies by signing below that it will disclose in writing to the Agency any potential conflicts of interest in accordance with applicable Federal Awarding Agency policy or Agency policy.

Mandatory Disclosures 2 CFR §200.113

The Member certifies by signing below that it agrees to comply with 2 CFR §200.113 which states that the Subrecipient must disclose, in a timely manner, in writing to the Agency all violations of Federal criminal law involving fraud, bribery, or gratuity violations, potentially affecting the Federal Award. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment.

Authorized Member Signature

Print Name:

Title:

Date:

Attachment 2

ESFRLP Program Guidelines

For Pool Member's convenience, ESFRLP Administrator's Manual (Program Guidelines) can now be found online at NCHFA's website at (www.nchfa.com).

The terms of the Agreement are subject to the ESFRLP Administrator's Manual (Program Guidelines) in all respects, whether specifically referenced in this Agreement, and all defined terms used in this Agreement shall have the same meanings as used in the Program Guidelines. Your Administrator's Manual contains program guidelines along with many of the forms and documents needed to successfully manage your project under ESFRLP17. Pool Members should periodically check the website for updates

In the event the Program Guidelines are revised, the Agency will provide a 30 day notice to all Pool Members. After such notice to Pool Members all revisions are thereby made a part of this Agreement. Failure of the Recipient to comply with the terms and conditions of the Program Guidelines shall be an event of default by the Recipient under this Agreement.

Attachment 3

**IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 143C-6A-5(a)**

Name of Vendor: County of Sampson

As of the date listed below, County of Sampson warrants and certifies that County of Sampson is not identified on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 143-6A-4 and found at www.nctreasurer.com/Iran. The person signing this certification certifies that he or she is authorized by County of Sampson to make the foregoing certification. County of Sampson further agrees that it will not utilize any subcontractor that is identified on the Final Divestment List in connection with any contract or bid with the North Carolina Housing Finance Agency.

Signature

Date

Printed Name

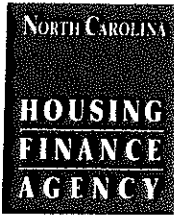
Title

Notes to persons signing this form:

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, or any agency or other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.



February 15, 2017

A self-supporting
public agency

Mr. Edwin Causey, County Manager
County of Sampson
406 County Complex, Suite 120
Clinton, NC 28328

Scott Farmer
Executive Director

Dear Mr. Causey:

PO Box 28066
Raleigh, NC
27611-8066

Congratulations on your 2017 Essential Single-Family Rehabilitation Loan Pool (ESFRLP17) award. This letter outlines the necessary steps required so that your organization may begin its ESFRLP17 project.

3508 Bush Street
Raleigh, NC
27609-7509

The next step is to provide the North Carolina Housing Finance Agency (the Agency) with the documentation requested in the "Post Approval Documentation" (PAD) packet. Please review the PAD, complete it, add all required documentation and return to the Agency by April 30, 2017. You may return the completed PAD via electronic mail to the attention of Mark Lindquist at mwlindquist@nchfa.com. Mark will review the PAD for completeness and forward it to your case manager for programmatic review and approval.

Tel. 919-877-5700
Fax. 919-877-5701
www.nchfa.com

No reservation requests will be accepted until your PAD is approved, the Funding Agreement is returned completed and your personnel executing this award have attended the ESFRLP17 Implementation Workshops. These workshops are scheduled as follows; the Administrator's Workshop will be held on Wednesday, June 7th followed by the Rehabilitation Specialist's Workshop on Thursday, June 8th. Location and registration information for the workshops will be sent by Stacy Lewis at selewis@nchfa.com via email in early to mid-April.

Should you have any questions concerning the PAD, please contact your case manager, Mike Handley at mghandley@nchfa.com or myself via email at djcoleman@nchfa.com. We look forward to working with you toward the successful implementation and completion of your ESFRLP17 project.

Sincerely,

Donna Coleman, AIA
ESFRLP Program Coordinator/Housing Rehab Officer

Enclosure

cc: Brendan Nolan, The Wooten Company

**North Carolina Housing Finance Agency
2017 Essential Single-Family Rehabilitation Loan Pool (ESFRLP)
Post-Approval Documentation**

ESFRLP1724	County of Sampson
-------------------	--------------------------

A. Instructions

Your Application for Funding under the 2017 cycle of the Single-Family Rehabilitation Loan Pool (ESFRLP17) was approved for \$175,000 and assigned Funding Agreement number ESFRLP1724. As a Member of the ESFRLP17 "Pool", \$175,000 has been set aside in the pool for your project and may be reserved (set up) on a unit-by-unit basis once units have been selected and required documents have been received by the North Carolina Housing Finance Agency (the Agency). In accordance with ESFRLP17 Program Guideline (PG) 3.2.2 you may reserve funds for up to 5 units under your original \$175,000 set-aside. Funds for additional units may be reserved from the pool, depending on availability, on a unit-by-unit, first come, first served basis in accordance with PG 3.2 up until December 31, 2019.

Please provide the information and documentation requested in this packet and forward it to Mark Lindquist mwlindquist@nchfa.com or FAX to Mark at 919-877-5599. The Case Manager assigned to your ESFRLP project is Mike Handley and can be reached at 919-877-5627 or via email at mghandley@nchfa.com.

B. Status of Other Funds - *Not Applicable*

If the Application for Funding stated that other funds would be available to assist with the rehabilitation of the proposed housing units, the Member must provide documentation for each source of funds identified, with the exception of Rural Development 504 funds. The table immediately below summarizes the proposed amount of matching funds according to your application.

Source of Funds	Amount
Volunteer labor	
Donated material	
Matching local funds	
Total of matching funds committed to the ESFRLP17 project	

C. Assistance Policy - *Attach*

Because ESFRLP17 beneficiaries are not necessarily pre-selected and approved through a public hearing process, it is especially important that ESFRLP17 Members *adopt* an Assistance Policy that thoroughly and clearly identifies the eligibility criteria for assistance, and for prioritizing applicants once they have been determined eligible. This policy should be fair, open and non-discriminatory. In addition, other facts, policies and procedures affecting potential applicants and/or recipients of assistance should be spelled out in your Assistance Policy. Be sure to include your policy on temporary relocation, if applicable. Please submit your proposed Assistance Policy as part of the completed Post Approval Documentation to the Agency. A sample Assistance Policy is located on the NCHFA at website, www.nchfa.com. You may choose to use it as a template to develop your own policy.

D. Procurement and Disbursement Policies - Attach
 ESFRLP17 Members must submit a copy of their Procurement Policy that is specific to ESFRLP17 and is written in accordance with 2 CFR 200, and 24 CFR 92.350 (equal opportunity standards), and a copy of their Disbursement Policy, to the Agency, for review and approval. Please submit a copy of your proposed Procurement Policy and a copy of your proposed Disbursement Policy for ESFRLP17, to the Agency, as part of your PAD.

E. Service Area Requirements
 Your Application for Funding was approved for the following service area and amount:

Service Area	Approved Program Funds
Sampson County	\$175,000

F. Fiscal Year and Audits. (Complete this section)
 Members will be required to submit reports as required under NC State General Statute 143C-6-23 (Non-Government Organizations) or NC State General Statute 159-34 (Units of Local Government). Fiscal year begins _____ and ends _____.

G. Acknowledgement of Audit Compliance Reporting Responsibilities - Attach
 Please have the financial person from your organization, responsible for coordinating the annual audit, complete and sign the enclosed "Audit Compliance Responsibilities" form and the FFATA questionnaire acknowledging their receipt. Then, return both documents with the completed PAD.

- H. Organizational Documents. (Non-Government Organizations Only) - Not Applicable**
1. Please provide a copy of your Conflict of Interest Policy in accordance with GS 143C-6-23.
 2. Please provide a written statement, made under oath and completed by your board of directors or appropriate governing body stating that your organization does not have any overdue taxes, as defined by GS 105-243.1 at the federal, state and local level.
 3. Please provide copies of organizational documents, including articles of incorporation, by-laws, and a listing of all directors, officers and staff.

I. Intergovernmental Agreement - Not Applicable
 Please provide a copy of an intergovernmental agreement between your governmental entity and the governmental entity in which you will be providing services under ESFRLP17, as required by GS 160-456.

J. Minimum Housing Codes - Attach
 In those jurisdictions with an adopted minimum housing code, all units rehabilitated with ESFRLP funds must meet or exceed all local codes, rehabilitation standards, ordinances and zoning ordinances upon the completion of rehabilitation. Please attach any adopted minimum housing codes in your county service area.

- K. Requisition Approval Authorization Form, W9 and Direct Deposit - Attach**
1. Enclosed in the PAD packet is a Requisition Approval Authorization form. Please have this signed by each individual authorized by your organization's governing board who will be requisitioning ESFRLP17 funds. Return the signed form to the Agency as part of the completed PAD. Be sure to provide a copy of the resolution passed by the governing board

authorizing the requisitioning of funds by those persons whose signatures appear on the enclosed certification.

2. Enclosed is the Form W-9 Request for Taxpayer Identification Number and Certification. Please complete this form with the requested information and return the completed form with the PAD.
3. Also, enclosed is the form for electronic payments, which will allow for direct deposit of Program funds into your designated checking account. Please complete this form with the requested information and return the completed form with the PAD.

L. Language Access Plan - Attach

As recipients of federal funds, ESFRLP Members are required to comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000(d) and Executive Order 13166 requiring them to take responsible steps to ensure meaningful access by persons with limited English proficiency. ESFRLP Members are now required to provide the Agency with their four-factor analysis used to establish the need for a Language Access Plan (LAP) and the LAP if required by the analysis. See the attached "NCHFA Guidance for Developing a Language Access Plan" and the Agency's LAP at www.nchfa.com as an example if you need to perform a four factor analysis or create a plan.

M. ESFRLP Budget for Soft Costs

Your Application for Funding was approved based partly on your itemized ESFRLP17 Budget for Soft Costs in your application. The Agency recommended ESFRLP17 budget for soft costs provided in the following table may reflect the budget for soft costs submitted in your ESFRLP17 Application for Funding with an additional increase or decrease in line items.

ESFRLP Soft Costs/unit		ESFRLP1724
1.	Outreach & Advertising	\$250
2.	Environmental Review preparation	\$250
3.	Asbestos testing/clearance	\$650
4.	Radon testing	\$150
5.	LBP inspection/risk assessment	\$550
6.	LBP clearance	\$500
7.	Loan document execution, recording & legal fees	\$450
8.	Pre-rehab Inspection including scope of work	\$400
9.	Work write-ups	\$1600
10.	Cost estimate	\$250
11.	Project & construction management	\$4750
12.	Flood Insurance (units in Flood Hazard Zones)	\$0
13.	Post-rehab value certification	\$200
Total ESFRLP Soft Costs/unit		\$10000

Please check the appropriate response.

- a. Member accepts Agency-recommended budget (per table above); or
 b. Member proposes to adjust the budget as follows (complete the following table)

ESFRLP Soft Costs/unit		
1.	Outreach & Advertising	
2.	Environmental Review preparation	
3.	Asbestos testing/clearance	
4.	Radon testing	
5.	LBP inspection/risk assessment	
6.	LBP clearance	
7.	Loan document execution, recording & legal fees	
8.	Pre-rehab Inspection including scope of work	
9.	Work write-ups	
10.	Cost estimate	
11.	Project & construction management	
12.	Flood Insurance (units in Flood Hazard Zones)	
13.	Post-rehab value certification	
Total ESFRLP Soft Costs/unit		

N. Certification

The Member certifies that the information provided herein and herewith is complete and accurate and that, if approved by the North Carolina Housing Finance Agency, it will be made part of the Funding Agreement by reference, superseding any conflicting information contained in the original Application for Funding without otherwise affecting said Application.

Attest	Authorized Signature
Title	Title
Date	Date

Acknowledgement of Audit Compliance Reporting Responsibilities

Please X applicable section(s) and return this form with your PAD

_____ We are a non-profit organization and will comply with North Carolina General Statute 143C-6-23 which requires us to submit reports. These reports will be submitted directly to NCHFA @ subreport.rehabteam@nchfa.com. Our organization will submit these reports by the required deadline and will notify our NCHFA contact when reports are submitted.

If your organization received less than \$750,000 as a subrecipient of state and/or federal funds in the reporting fiscal year, your reports are due six (6) months after your fiscal year-end date.

If your organization received \$750,000 or more as a subrecipient of state and/or federal funds in the reporting fiscal year, your reports are due nine (9) months after your fiscal year-end date.

_____ We are a local governmental organization and will comply with North Carolina General Statute 159-34, "Audit Requirement of the Loan Budget and Fiscal Control Act".

We will submit our annual Financial Statements electronically via a .pdf file within thirty (30) days of publication. **Submit to caxtell@nchfa.com**

I acknowledge receipt of the information regarding compliance reporting. I am the person responsible for coordinating the submission of reports that comply with state and federal regulations pertaining to this funding. Our reports will be submitted prior to all compliance deadlines.

Signed: _____

Date: _____

Name _____

Title _____

Organization _____

Federal Tax ID Number _____

Address _____

Address _____

Email _____

Phone _____ Fax _____

Fiscal Year-End Date _____ Award: ESFRLP _____

Federal Funding Accountability and Transparency Act (FFATA) Questionnaire

Please have your chief financial officer answer the following.

Question #1 – In the preceding fiscal year, were your organization’s total annual expenditures less than \$300,000?

yes no

Question #2 - In the preceding fiscal year, was 80 percent or more of your organization’s annual gross revenue from Federal procurement contracts (and subcontracts) and Federal financial assistance?

yes no

If yes to above question #2:

Question #3 - In the preceding fiscal year, did your organization have \$25,000,000 or more in annual gross revenue from Federal procurement contracts (and subcontract) and Federal financial assistance?

yes no

Signed: _____

Date

Printed Name: _____

Organization: _____

Federal and State Audit Regulations

(Please keep this page for your records)

Please forward this to your Chief Administrative Official.

The 2017 Essential Single-Family Rehabilitation Loan Pool (ESFRLP17) is funded with federal funds from the HOME Investment Partnerships Program from the US Department of HUD, CFDA # 14.239. North Carolina Housing Finance Agency is the pass-through for these funds.

Federal and State Regulations may change at any time. Refer to the applicable websites for any updates. Your organization will be responsible for complying with any new regulations or statutes as they occur.

- **Websites for regulations:**
www.whitehouse.gov/omb/circulars/ - OMB Circular A-133 - "*Audits of States, Local Governments, and Non-Profit Organizations*".
- **For Non-Profit Organizations only:**
www.ncgrants.gov – N.C. State General Statute 143C-6-23 – "*Use of State Funds by Non-State Entities*" (State funds include federal funds that flow through the State.) The reports required by this Statute must to be submitted electronically to www.ncgrants.gov. Please refer to their website for instructions.
- **For Local Government Organizations:**
www.treasurer.state.nc.us – NC State General statute 159-34 – Audit Requirements of "*The Local Government Budget and Fiscal Control Act*".

Audit confirmations should be sent to:

Amanda Paige
NCHFA
PO Box 28066
Raleigh, NC 27611-8066
919-877-5705
919-877-5703 – fax
anpaige@nchfa.com

Requisition Approval Authorization

Program: _____

Project: _____

Member: _____

Contact Name: _____

Address: _____

City/State/Zip: _____

Printed Name	Title	E-mail	Phone

The above individuals are authorized to approve Requisitions for Funds for the above project.

Certifying Official	
Title	
Date	

**STATE OF NORTH CAROLINA
STATE TREASURER'S ELECTRONIC PAYMENTS**

State Agency Name: North Carolina Housing Finance Agency
Program: Essential Single-Family Rehabilitation Loan Pool (ESFRLP)
Check One: Initial Sign-up _____ Change _____

PARTICIPATING ENTITY ACCOUNT INFORMATION

Entity Name: _____
Entity Address: _____
Contact Name: _____ Phone #: _____
Email address: _____

Note: E-mail address will be used to send notices of deposited funds.

FINANCIAL INSTITUTION INFORMATION

Institution Name: _____
Transit/Routing #: _____
Bank Account #: _____

PLEASE ATTACH A VOIDED CHECK

NOTE: CHECKING ACCOUNTS ONLY PLEASE

PARTICIPATING ENTITY AUTHORIZATION

I, on behalf of the participating entity indicated above, hereby authorize the North Carolina State Treasurer, his successors and his agents, at the direction of the State agency indicated above, to initiate ACH credit entries to the above designated bank account for payments due from the State agency for the referenced program name, pursuant to the "Established Operational Procedures for State Treasurer's electronic payments system," which may be in effect from time to time.

Finance Officer's name: _____ Phone #: _____

Signature: _____ Date: _____

MAIL COMPLETED FORM TO:

**NC HOUSING FINANCE AGENCY
PO Box 28066
RALEIGH, NC 27611-8066
ATTN: ACCOUNTS PAYABLE
Fax: 919-877-5703**

2/17/2017



NCHFA Guidance for Developing a Four Factor Analysis and LAP

Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000(d) and Executive Order 13166 require that recipients of federal funds take responsible steps to ensure meaningful access by persons with limited English proficiency (LEP persons). A Limited English Proficient person is a person who does not speak English as their primary language and who have a limited ability to read, speak, write or understand English. To ensure meaningful access to its programs for LEP persons, NCHFA requires all of its recipients receiving federal funds to develop a Four Factor Analysis.

To conduct the first part of the Analysis, you will need to access Census Data. Go to www.factfinder.census.gov, scroll down the page to the "What we Provide" section and click on "American Community Survey - Get Data". Then on the left choose "Geographies". Choose county for the geographic area, then select NC for the state, then the county your organization serves, and finally "add to your selections". At this point you can choose another county if your organization serves more than one county. Close this box by clicking on the "X" when finished in the upper right section of the geographies box. At the top of the main page under "Topic or Table Name", type B16001 click on the name of the table when it comes up, and then click on "Go". This will allow you to choose the first table by clicking on the box to the left of "Language Spoken at Home by Ability to Speak English". After choosing the table, click on "View" at the top left, then "Download" under "Actions". Choose "PDF", "Ok", "Download", "Open". For any LEP group that is 5% or more of your county's total population, NCHFA considers that significant size and requires a Language Assistance Plan (LAP). Each project still needs to conduct the Four Factor Analysis if the LEP population(s) are smaller than 5%.

To determine if you reach the 5% or higher threshold, take the total number of people in your county and multiply by .05. After you have this number, compare it to the numbers in the columns "Speak English less than very well". If the number is the same or higher than the 5% number you calculated, the population is considered to be of significant size and requires a Language Access Plan (LAP) which will be discussed later in this guidance.

To create a Four Factor Analysis complete the following:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by the program or recipient. (this is the percentage that was just determined from the Census data);
2. The frequency with which LEP individuals come in contact with the program

3. The nature and importance of the program, activity, or service provided by the program to people's lives;
4. The resources available to the recipient and costs.

If your Census Data percentage is 5% or greater, you will need to create a Language Access Plan (LAP). In addition to the same information provided for your Four Factor Analysis, your Language Access Plan(LAP) should address what language assistance services will be provided, if requested or needed. For example, if your organization has bilingual staff or a program website in another language, these would be considered language assistance services. You can also include items like your organization will contact the Carolina Association of Interpreters and Translators if language services are requested and/or have HUD's I Speak Cards available in your office for LEP persons who walk in. Other examples of language assistance services are to have a contract with another organization to supply an interpreter when needed or use a telephone service line interpreter; or the agency may seek the assistance of another agency in the same community with bilingual staff to help provide oral interpretation. HUD's I Speak Cards and some translated materials are available here: <https://www.hud.gov/offices/fheo/lep.xml>

The LAP should also include the following:

- Plan for outreach to LEP communities;
- Plan for training staff members on the LEP Guidance and the LAP;
- List of vital documents to be translated (if any);
- Plan for translating informational materials that detail services for beneficiaries;
- Plan for providing interpreters for meetings (if needed);
- Plan for developing community resources, partnerships, and other relationships to help with the provision of language services; and
- Designation of LEP/LAP contact person and address the process for handling complaints and updating the LAP.

Furthermore, the organization must maintain records regarding their efforts to comply with Title VI LEP obligations, including documents related to the Four Factor Analysis, the LAP, and LEP services provided. Such records should be available for State monitoring if needed.

It can be a concise document of 1 -2 pages.

Updated 11/21/16

LEASE AGREEMENT
BETWEEN
COUNTY OF SAMPSON
AND
EASTPOINTE HUMAN SERVICES

This agreement is made and entered into this 1st day of July, 2016, by the County of Sampson, a body politic and a political subdivision of the State of North Carolina, hereinafter referred to as Lessor; and Eastpointe Human Services, the LME/MCO designated by the State of North Carolina for the area which includes Sampson County, hereinafter referred to as Lessee.

WITNESSETH

That for and in consideration of the rental and the mutual covenants and conditions contained herein, Lessor agrees to lease unto Lessee and Lessee agrees to accept office space consisting of approximately 6,000 square feet located in the building at 120 County Complex Road, Clinton, North Carolina, for the purpose of conducting Lessee's usual business activities of providing mental health, development disabilities, and substance use services for its members in Sampson County.

This lease is subject to the following terms:

1. The lease term shall be from July 1, 2016 through June 30, 2017.
2. The annual rent shall be \$40,000 payable in equal monthly installments. Each monthly payment shall be due by the 10th day of the month.
3. Upon termination, Lessee shall remove all of its personal property from the premises within 72 hours.
4. The leased premises shall only be used for the purposes stated herein.
5. Lessee shall not make alterations, improvements or repairs to the building without the consent of the Lessor. Any such alterations, improvements or repairs shall remain as part of the building and become the property of Lessor upon termination of the lease.
6. Lessee may sublease the premises or assign any privileges hereunder to another service provider for the purpose of providing any of the services stated herein. Lessee shall remain liable for the payment of the rent and for all other of its obligations stated in this lease.
7. Lessee shall be responsible for all utility services to the premises including electrical, heating and air conditioning, water and sewage. Lessee shall also be responsible for providing all housekeeping, cleaning and janitorial services to the premises.
8. Lessee shall also be responsible for the general routine maintenance and upkeep of the premises, including minor repairs to the facility, plumbing and electrical components and replacement of interior light bulbs. A minor repair shall be any repair for which the cost is less than \$100.
9. Lessee shall not be responsible for any loss or damage occurring to the property of Lessee or any of Lessee's employees, invitees or guests while located in the parking or common areas of the Lessor's property at the County Office Complex. Lessor shall not be responsible to provide any

security, lighting or other measures to protect any such property of Lessee or any of Lessee's employees, invitees or guests.

10. Upon termination of the lease, Lessee shall surrender the premises in as good a condition as when the lease commenced, ordinary wear and tear excepted.
11. Lessee shall maintain general premises liability insurance on the premises in an amount of at least \$1,000,000 throughout the term of the lease and shall provide evidence of such coverage to the Lessor.
12. Lessee may terminate this lease immediately if State and/or Local funds granted for the program and services provided by it are revoked, reduced, or terminated by the funding agencies in a manner beyond the control of the Lessee and provided that Lessee promptly notifies Lessor of the action by the funding agencies and of its intent to terminate.
13. This lease may be terminated at any time upon mutual consent of both parties or after thirty (30) days written notice of termination by one party to the other.
14. Any unearned rent paid in advance by the Lessee shall be apportioned and refunded to Lessee in case of termination of this lease.
15. If Lessee fails to comply with any of its obligations under this lease, then all of its rights hereunder shall terminate at once and the Lessor may enter the premises and expel the Lessee therefrom without prejudice to other remedies. Notice to quit possession and every other formality is hereby expressly waived by the Lessee in case of default or violation of any of the terms of this agreement.
16. Lessee shall allow Lessor to inspect the premises at any time during normal business hours.
17. Lessee shall be responsible for the installation of any office equipment and communications or technology cables or lines to or in the premises for the conduct of its business.
18. Lessee shall be responsible for locking the entrance doors to the premises at the close of business each day.
19. Iran Divestment Act Certification: By executing this lease, the Lessor certifies that it is not currently identified on the list created by the North Carolina State Treasurer pursuant to G.S. 147-86.58, as engaging in investment activities in Iran.

IN WITNESS WHEREOF, the parties hereto set their hands and seals with authority duly given the day and year first above written.

Sarah N. Stroud, Chief Executive Officer
Eastpointe Human Services
P.O. Box 369
Beulaville, NC 28518

Edwin Causey, County Manager
County of Sampson
P.O. Box 257
Clinton, NC 28329
Tax ID # 56-6000338

David Clack, Finance Officer
County of Sampson

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

Catherine Dalton, Chief of Business Operations
Eastpointe Human Services



Sampson County Finance Department
David K. Clack, Finance Officer

MEMORANDUM

TO: Sampson County Board of Commissioners

FROM: David K. Clack, Finance Officer

DATE: February 24, 2017

SUBJECT: Vehicle Request Autryville Fire Department

The attached letter from the Autryville Fire Department requests that the County donate a vehicle that is no longer being used to their Department. They would like to choose one of the two following vehicles. A 2002 Trailblazer V.I.N. 1GNDSI3S22443871 or a 2007 Ford Explorer V.I.N. 1FMFU16507LA24181.

We respectfully recommend that the Board declare both of the vehicles surplus property and authorize staff to transfer to Autryville Fire Department the vehicle of their choice at no cost.

AUTRYVILLE
FIRE DEPARTMENT INC

305 N. HOTEL ST.
AUTRYVILLE, NC 28318
910-525-5863 BUS.
910-525-5300 FAX.
910-385-6341 CELL
ahawkins@ci.fay.nc.us

In keeping with our unwavering desire to provide the highest level of service possible, we could not do what we do without the support of our county and community. This letter is an official request for a non-frontline County SUV. I was informed that an expedition and a trail blazer were currently available in the county lot, and we would like the opportunity to obtain one of these vehicles.

With the assistance of this donation, it will help increase the safety and protection of our firefighters and for the citizens of our district. Our former brush truck, now service truck is showing signs of age, and our current budget cannot support purchasing a new vehicle at this time. This vehicle will aid us in transitioning into Medic calls when that time comes and allow our members to travel to and from classes, as well as supplement our Ladies Auxiliary with department activities. Any additional information you need from me please feel free to contact me directly 910-385-6341 We cannot thank you enough for your continued support.

Thank You,



Andrew Hawkins
Fire Chief
Autryville Fire Department

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: February 21, 2017
Subject: Late Land Use Application

Durwood P. Boney, Richard H. Boney

Parcel 01-00983600-04
01-0098360-05
01-0098360-06
01-0098360-07
01-0098360-10
01-0098360-14
01-0098360-17

The above taxpayers are requesting that the attached late land use application be approved. A letter is included explaining why the application was not timely filed. A new owner has 60 days from the date a deed is recorded to submit an application for continuing parcels in the present use value program. The governing body, upon a showing of good cause, can approve a late application. Many counties approve late applications within the same calendar year. I recommend approval of this request.

Boney Farms
Durwood P Boney
Richard H Boney
5635 Bonnetsville Rd
Clinton, NC 28328

Sampson County Board of Commissioners
406 County Complex Road
Clinton, North Carolina 28328

RE: Deed Bk. 1959 Pg. 951 filed November 10, 2016

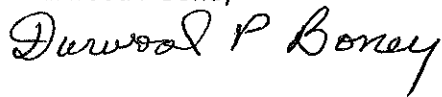
Dear Commissioners,

This past November 2016, we received a land deed from our Aunt's estate. The land was listed with the tax office as farm use and we wish for the land to continue to be listed as farm use. We were unaware the tax office had a time limited to list the land as farm use. The deed was set to the side while waiting for the remainder of the land from the estate to be deeded. The attorneys office completed the remainder of the deeds the third week of January 2017. When we went to the Sampson County Tax Office to list the land for continued farm use we were notified we were ten days late and would be unable to list the land as farm use. We were advised the Commissioners would have to approve the delay to list the land as farm use.

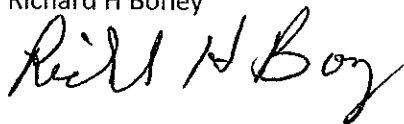
We appreciate your attention to this matter so we can finish our process of listing this land with the Sampson County Tax Office properly. Thank you for serving our county.

Kind Regards,

Durwood P Boney



Richard H Boney



Application for Agriculture, Horticulture, and Forestry Present-Use Value Assessment

(G.S. 105-277.2 through G.S. 105-277.7)

County of Sampson, NC

Tax Year 2016 cont./2017

Full Name of Owner(s) <u>Darwood P. Boney + Richard H. Boney</u>			
Mailing Address of Owner <u>5635 Bonnetville Rd</u>			
City <u>Clinton</u>	State <u>N.C.</u>	Zip Code <u>28328</u>	
Home Telephone Number <u>592-6312</u>	Work Telephone Number	Ext.	Cell Phone Number

Instructions

Application Deadline: This application must be filed during the regular listing period, or within 30 days of a notice of a change in valuation, or within 60 days of a transfer of the land.

Where to Submit Application: Submit this application to the county tax assessor where this property is located. County tax assessor addresses and telephone numbers can be found online at: www.dornc.com/downloads/CountyList.pdf. DO NOT submit this application to the North Carolina Department of Revenue.

- Office Use Only:

This application is for: (check all that apply)

AGRICULTURE (includes Aquaculture)

HORTICULTURE

FORESTRY

Enter the Parcel Identification Number, acreage breakdown, and acreage total for each tax parcel included in this application:

PARCEL ID	OPEN LAND in Production	OPEN LAND not in Production <i>pasture</i>	WOOD LAND	WASTE LAND	CRP LAND	HOME SITE	OTHER (Describe in Comments)	TOTAL ACRES
<u>01-0098360-04</u>		<u>39.40</u>						<u>39.40</u>
<u>01-0098360-05</u>	<u>5.00</u>							<u>5.00</u>
<u>01-0098360-06</u>	<u>22.46</u>	<u>15.50</u>	<u>11.14</u>					<u>49.10</u>
<u>01-0098360-07</u>	<u>15.00</u>							<u>15.00</u>
<u>01-0098360-10</u>	<u>71.15</u>							<u>71.15</u>

Comments: _____

Yes No Does the applicant own property in other counties that is also in present-use value and is within 50 miles of this property? If YES, list the county or counties and parcel identification number(s):

County: _____ Parcel ID: _____

County: _____ Parcel ID: _____

IMPORTANT!

AGRICULTURE and HORTICULTURE applications with LESS than 20 acres of woodland generally need to complete PARTS 1, 2, and 4.

AGRICULTURE and HORTICULTURE applications with MORE than 20 acres of woodland generally need to complete PARTS 1, 2, 3, and 4.

FORESTRY applications need to complete PARTS 1, 3, and 4.

ADDITIONALLY, applications for CONTINUED USE of existing present-use value classification need to complete PART 5.

Please contact the Tax Assessor's office if you have questions about which parts should be completed.

Application for Agriculture, Horticulture, and Forestry Present-Use Value Assessment

(G.S. 105-277.2 through G.S. 105-277.7)

County of Sampson, NC

Tax Year

Full Name of Owner(s)			
Mailing Address of Owner			
<i>cont.</i>			
City		State	Zip Code
Home Telephone Number	Work Telephone Number	Ext.	Cell Phone Number

Instructions

Application Deadline: This application must be filed during the regular listing period, or within 30 days of a notice of a change in valuation, or within 60 days of a transfer of the land.

Where to Submit Application: Submit this application to the county tax assessor where this property is located. County tax assessor addresses and telephone numbers can be found online at: www.dorn.com/downloads/CountyList.pdf. DO NOT submit this application to the North Carolina Department of Revenue.

- Office Use Only:

This application is for: (check all that apply)

AGRICULTURE (includes Aquaculture)

HORTICULTURE

FORESTRY

Enter the Parcel Identification Number, acreage breakdown, and acreage total for each tax parcel included in this application:

PARCEL ID	OPEN LAND in Production	OPEN LAND not in Production <i>pasture</i>	WOOD LAND	WASTE LAND	CRP LAND	HOME SITE	OTHER (Describe in Comments)	TOTAL ACRES
<i>01-0098360-14</i>	<i>8.00</i>		<i>43.91</i>	<i>21.00</i>		<i>1.00</i>		<i>73.91</i>
<i>01-0098360-17</i>	<i>125.41</i>	<i>13.00</i>	<i>44.92</i>					<i>183.33</i>

Comments:

Yes No ➔ Does the applicant own property in other counties that is also in present-use value and is within 50 miles of this property? If YES, list the county or counties and parcel identification number(s):

County: Parcel ID:

County: Parcel ID:

IMPORTANT!

AGRICULTURE and HORTICULTURE applications with LESS than 20 acres of woodland generally need to complete PARTS 1, 2, and 4.

AGRICULTURE and HORTICULTURE applications with MORE than 20 acres of woodland generally need to complete PARTS 1, 2, 3, and 4.

FORESTRY applications need to complete PARTS 1, 3, and 4.

ADDITIONALLY, applications for CONTINUED USE of existing present-use value classification need to complete PART 5.

Please contact the Tax Assessor's office if you have questions about which parts should be completed.

Part 1. Ownership

On what date did the applicant become the owner of the property? DATE: 11/10/16

If owned less than four full years on January 1, provide: Name of Previous Owner: James C. Boney Family Trust Howard Boney

How the Applicant is Related to the Previous Owner: _____

Yes No ➤ Did one of the applicants reside on the property on January 1 of the year for which this application is made?
If YES, provide name of resident: _____

Yes No ➤ Are any of the acres leased out to a farmer? If YES, indicate: Number of acres leased out: _____
Name of farmer leasing the land: _____ Phone: _____

Choose the legal form of ownership from "a - e" below, and answer the questions, if any, for that ownership:

a. One Individual b. Husband and Wife (as tenants by the entirety)

c. Business Entity. (Circle one: Corporation, Limited Liability Company, Partnership) List all the direct shareholders, members, or partners of the business entity and their farming activities:

Member:	_____	Farming Activities:	_____
Member:	_____	Farming Activities:	_____
Member:	_____	Farming Activities:	_____
Member:	_____	Farming Activities:	_____

Yes No ➤ Are any of the direct shareholders, members, or partners either a business entity or trust (i.e. not an individual)? If YES, you must attach a breakdown of those business entities or trusts until you reach the individual level of ownership interest and you must describe those individuals' farming activities.

Yes No ➤ Once you have reached the individual level of ownership interest, are all of the individuals relatives of each other? (See G.S. 105-277.2(5a) for the definition of relative.)

State the principal business of the business entity: _____

d. Trust. List the trustee(s), name of the trust, and all of the beneficiaries:

Trustee(s):	_____	Name of trust:	_____
Beneficiary:	_____	Farming Activities:	_____
Beneficiary:	_____	Farming Activities:	_____
Beneficiary:	_____	Farming Activities:	_____
Beneficiary:	_____	Farming Activities:	_____

Yes No ➤ Are any of the beneficiaries either a business entity or trust (i.e. not an individual)? If YES, you must attach a breakdown of those business entities or trusts until you reach the individual level of ownership interest and you must describe those individual's farming activities.

Yes No ➤ Once you have reached the individual level of ownership interest, are all of the beneficiaries either the trust's creator or relatives of the creator? (See G.S. 105-277.2(5a) for the definition of relative.)

e. Tenants in common. List the tenants and their percentage of ownership (round to the nearest 0.1%):

Owner	_____	%	Owner	_____	%
Owner	_____	%	Owner	_____	%

Yes No ➤ Are any of the tenants either a business entity or trust? If YES, you must make a copy of this page for each business entity or trust. You must complete the business entity section only or trust section only for each tenant, as appropriate, labeling each copy with the name of the business entity or trust.

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

Part 2. Agriculture and Horticulture

For the past three years and for each tax parcel within the farm unit, enter the agricultural or horticultural products actually produced on the land and the gross income from the sale of the products, including livestock, poultry, and aquatic species. **INCOME INFORMATION IS SUBJECT TO VERIFICATION.**

If payments are received from any governmental soil conservation or land retirement program, indicate the acres and amount of income in the table below. Provide the name of the program in the Product column.

Do not include income received from the rental of the land. Income must be from the sale of the product.

Parcel ID	ONE YEAR AGO 20 <u>15</u>			TWO YEARS AGO 20 <u>14</u>			THREE YEARS AGO 20 <u>13</u>		
	Product	Acres	Income	Product	Acres	Income	Product	Acres	Income
01-009 8360 -04	Corn	39.4	12775	Wheat	39.4	11820	Corn	39.4	25610
				Soybeans		15366			
	Totals			Totals			Totals		
01-009 8360 -05	Corn	5	1875	Wheat	5	1500	Corn	5	3050
				Soybeans	5	1950			
	Totals			Totals			Totals		
01-009 8360 -06	Corn	22.46	7423	Tobacco	10	35000	Corn	22.46	12700
				Soybeans	12.46	4860			
	Totals			Totals			Totals		
01-009 8360 -07	Rye	15	4200	Soybeans	15	5850	Rye	15	2640
	Soybeans	15	3600				Soybeans	15	4200
	Totals			Totals			Totals		
01-009 8360 -10	Tobacco	29400	11	Corn	71.15	35421	Tobacco	11	27000
	Soybeans	18546	50.75 60.15				Soybeans	60.15	29674
	Totals			Totals			Totals		

Yes No ➔ If this application covers a horticultural tract used to grow Christmas trees, has a written management plan been prepared? If YES, attach a copy. If NO, attach a full explanation of your operation that contains at least the following: year each tract was planted, gross income from each tract, site management practices, number of trees per acre, and expected date of harvesting for each tract.

If this application covers an aquatic species farming operation, enter the total pounds produced for commercial sale annually for the last three years: Year 20 lbs, Year 20 lbs, Year 20 lbs

Part 3. Forestry

Attach a complete copy of your forest management plan. Indicate below who prepared the plan:

- N.C. Division of Forest Resources Consulting Forester Owner Other

Note: The property must be actively engaged in the commercial growing of trees under a sound management program as of January 1 of the year for which application is made.


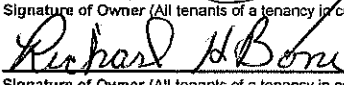
Key elements in a written plan for a sound forestland management program are listed below:

1. Management and Landowner Objectives Statement—Long range and short range objectives of owner(s) as appropriate.
2. Location—Include a map or aerial photograph that locates the property described and also delineates each stand referenced in the "Forest Stand(s) Description/Inventory and Stand Management Recommendations" (Item 3 below).
3. Forest Stand(s) Description/Inventory and Stand Management Recommendations – Include a detailed description of various stands within the forestry unit. Each stand description should detail the acreage, species, age, size (tree diameter, basal area, heights), condition (quality and vigor), topography, soils and site index or productivity information. Stand-specific forest management practices needed to sustain productivity, health and vigor must be included with proposed timetable for implementation.
4. Regeneration-Harvest Methods and Dates—For each stand, establish a target timetable for harvest of crop trees, specifying the type of regeneration-harvest (clear cut, seed tree, shelter wood, or selection regeneration systems as applicable).
5. Regeneration Technique—Should include a sound proposed regeneration plan for each stand when harvest of final crop trees is done. Specify intent to naturally regenerate or plant trees.

NOTE: Forest management plans can and should be updated as forest conditions significantly change (e.g. change in product class mix as the stand ages and grows, storm damage, insect or disease attack, timber harvest, thinning, wildfire). The county will audit plans periodically and, to remain eligible for use-value treatment, the plan must be implemented.

Part 4. Affirmation


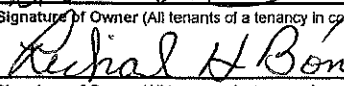
AFFIRMATION OF APPLICANT – I (we) the undersigned declare under penalties of law that this application and any attachments hereto have been examined by me (us) and to the best of my (our) knowledge and belief are true and correct. In addition, I (we) fully understand that an ineligible transfer of the property or failure to keep the property actively engaged in commercial production under a sound management program will result in the loss of eligibility. I (we) fully understand that loss of eligibility will result in removal from the program and the immediate billing of deferred taxes.

 Signature of Owner (All tenants of a tenancy in common must sign.)	Co Owner Title	1-24-17 Date
 Signature of Owner (All tenants of a tenancy in common must sign.)	Co Owner Title	1-24-17 Date
Signature of Owner (All tenants of a tenancy in common must sign.)	Title	Date

Part 5. Continued Use (*Complete only if the property is currently in Present-Use Value and you are applying for immediate eligibility under the Continued Use exception. See G.S. 105-277.2(b2)(1) for full details.*)

- I certify:
1. The property is currently in Present-Use Value.
 2. I intend to continue the current use of the land under which it currently qualifies.
 3. I understand I will be responsible for all deferred taxes due because of any disqualification.
 4. I ACCEPT FULL LIABILITY FOR ANY EXISTING DEFERRED TAXES.

Note: If the property is currently in Present-Use Value and liability is not accepted, the full amount of the deferred taxes will typically be due in the name of the grantor immediately. Liability need not be accepted and no deferred taxes are due for qualifying transfers pursuant to G.S. 105-277.3(b) and (b1). For example, liability does not need to be accepted for qualifying transfers to relatives. However, any deferred taxes existing at the time of transfer will remain a lien on the property. Owners already receiving Present-Use Value on properties not included in this application may wish to review the alternative provisions of G.S. 105-277.3(b2)(2).

 Signature of Owner (All tenants of a tenancy in common must sign.)	Co Owner Title	1-24-17 Date
 Signature of Owner (All tenants of a tenancy in common must sign.)	Co Owner Title	1-24-17 Date
Signature of Owner (All tenants of a tenancy in common must sign.)	Title	Date

FOR OFFICE USE ONLY: APPROVED DENIED BY: _____ REASON FOR DENIAL: _____

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

7920

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

Members:

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 Edith Best Cox
_____ in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2017</u>	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
TOTAL REFUND	\$ <u>121.19</u>

These taxes were assessed through clerical error as follows.

*2014 Toyota
Vehicle Sold, Tag Turned In
Tag # RMY 1449*

County Tax 121.19
School Tax _____
Fire Tax _____
City Tax _____
TOTAL \$ 121.19

Mailing Address.

X 2314 Big Piney Grove Road
Clinton, NC 28328

Yours very truly

X Edith Best Cox
Taxpayer

X
Social Security # _____

RECOMMEND APPROVAL:

Jim Johnson
Sampson County Tax Administrator

Board Approved _____
Date _____ Initials _____

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

7877

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

Members:

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 S & W Ready Mix in _____ township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
2015	\$ 49.02
2015	\$ 64.82
	\$ /
	\$ /
	\$ /
	\$ /
	\$ /
TOTAL REFUND	\$ 113.84

These taxes were assessed through clerical error as follows.

Bill # 0016447096
TAG # VA 83262
2003 OSHK TK

Vehicle sold
Tags Turned
IN

Gov County Tax	37.85	50.05
S01 School Tax	6.61	8.74
F19 Fire Tax	4.56	6.03
City Tax		

TOTAL \$ 113.84

Bill # 0016447088
TAG # VA 85413
2002 OSHK TK

Mailing Address.

P.O. Box 872

Clinton, NC

28329

Yours very truly

S & W Ready Mix Concrete LLC
Taxpayer by Brenda Smith

TAX ID #
Social Security #

RECOMMEND APPROVAL:

Jim Johnson
Sampson County Tax Administrator

Board Approved _____ Date _____ Initials _____

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

7906

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

Members:

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 Tommy Tynon Borders in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR <u>2014</u>	\$ <u>182.67</u>
<u>S</u>	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>182.67</u>

These taxes were assessed through clerical error as follows.

Bill# 0035190296
ESB 1273
Tags Turned in (Sold)
2008 Lexus

God County Tax	<u>182.67</u>
School Tax	_____
Fire Tax	_____
City Tax	_____
TOTAL \$	<u>182.67</u>

Mailing Address.

X 100 SOUTH OAK LN
DUNN, NC 28334

Yours very truly

X Tommy Borders
Taxpayer

Social Security # _____

RECOMMEND APPROVAL

[Signature]
Sampson County Tax Administrator

Board Approved _____ Date _____ Initials _____

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

7903

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

Members:

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 Jessica Celeste Atkinson in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
2015	\$ 120.96
	\$ /
	\$ /
	\$ /
	\$ /
	\$ /
TOTAL REFUND	\$ 120.96

These taxes were assessed through clerical error as follows.

Billing # 0031529312
TAG # DJT5539
2015 Miss Sentra
Vehicle sold, Tag Turned In

602	County Tax	73.01
501	School Tax	12.76
	Fire Tax	
102	City Tax	35.19
	TOTAL \$	120.96

Mailing Address.

X 1608 17th Street APT D
Greensboro, NC
27405

Yours very truly

X Jessica C. Atkinson
Taxpayer

X
Social Security # _____

RECOMMEND APPROVAL:

Jim Johnson
Sampson County Tax Administrator

Board Approved _____ Date _____ Initials _____

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

7870

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

Members:

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 Christopher Boyd Dixon

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

YEAR	
2017	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
TOTAL REFUND	\$ <u>141.45</u>

These taxes were assessed through clerical error as follows.

2010 Toyota
Vehicle sold, Tag turned in
Tag # HA 9038

602 County Tax 127.61
School Tax _____
Fob Fire Tax 13.84
City Tax _____
TOTAL \$ 141.45

Mailing Address.

X P.O. BOX 1021
Deerh NZ 28335

Yours very truly

X Chris Dixon
Taxpayer

Social Security # _____

RECOMMEND APPROVAL:

Jim Johnson
Sampson County Tax Administrator

Board Approved _____
Date _____ Initials _____

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

7926

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

Members:

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 Paramount Foods, INC in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2016</u>	\$ <u>318.89</u>
§	\$ _____
§	\$ _____
§	\$ _____
§	\$ _____
§	\$ _____
TOTAL REFUND	\$ <u>318.89</u>

These taxes were assessed through clerical error as follows.

Bill # 0035087594
AHR 8715
Tag Turned in (sold)
2012 Buick

600 County Tax	<u>192.49</u>
501 School Tax	<u>33.63</u>
Fire Tax	_____
602 City Tax	<u>92.77</u>
TOTAL \$	<u>318.89</u>

Mailing Address.

Paramount Foods, Inc. dba Pissy Kissly
332 Northeast Blvd
Clinton, NC 28328

Yours very truly

[Signature] Paramount Foods, Inc.
Taxpayer

Social Security # _____

RECOMMEND APPROVAL:

[Signature]
Sampson County Tax Administrator

Board Approved _____

Date

Initials

1-31-17

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand a release and adjustment of taxes assessed by Sampson County against the property owned by Springer Eubank DBA: Scotchman #169 in Taylor's Bridge Township, Sampson County, for the year(s) and in the amount(s) of:

Year		\$	<u>177.18</u>
<u>2016</u>		\$	_____
_____		\$	_____
_____		\$	_____
_____		\$	_____
Total Release/Adjustment		\$	<u>177.18</u>

Acct # 58921

<u>601</u> County Tax	\$	<u>163.40</u>
School Tax	\$	_____
<u>F23</u> Fire Tax	\$	<u>13.78</u>
City Tax	\$	_____
Total	\$	<u>177.18</u>

The taxes were assessed through clerical error or an illegal tax as follows:

- Store was sold to Anwar Rayyan on 4-24-15
- Real Estate & Business Personal Property sold
- Listing form indicated sold; billed in error, billed for lease hold improvements but RE sold - see Parcel # 17114780501

Taxpayer: Springer Eubank

Tax Administrator: [Signature]

Board Approved: _____

Date: _____ Initials: _____

2-14-17

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand a release and adjustment of taxes assessed by Sampson County against the property owned by Shri Shakti, LLC in Dismal Township, Sampson County, for the year(s) and in the amount(s) of:

Bill #	Year	Amount
4592	2016	\$ 185.19
4572	2015	\$ 227.89
		\$
		\$
		\$
		\$
Total Release/Adjustment		\$ 413.08

Pair #
02019444001
Acct # 92357
PID # 28047
RE: PP sold per deed a bill (F
of sale - will rebill new
owner for 2015 & 2016
EPCO World LLC

County Tax	\$ 346.59 (Int # 26.09)
School Tax	\$
Fire Tax	\$ 37.58 (Int # 2.82)
City Tax	\$
Total	\$ 413.08

The taxes were assessed through clerical error or an illegal tax as follows:

Taxpayer:

Richy Patel

Tax Administrator:

[Signature]

Board Approved:

Date Initials

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

February 24, 2017

MEMO:

FROM: David K. Clack, Finance Officer
 TO: Sampson County Board of Commissioners
 VIA: County Manager & Finance Officer
 SUBJECT: Budget Amendment for fiscal year 2016-2017

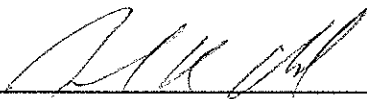
1. It is requested that the budget for the Economic Development Department be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11449200-544000	Contract services	9,000.00	
11449200-529902	Building reuse grant pymt	171,000.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11034920-403602	State building reuse grant	180,000.00	

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

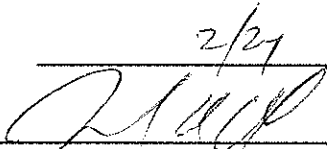
To budget funds necessary to pay grant proceeds to Farm Fresh Produce as earned under the conditions of the previously approved grant. (see attached.)



 (Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.



 (County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20__

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

(County Manager & Budget Officer)

David Clack

From: John Swope
Sent: Friday, February 24, 2017 3:34 PM
To: David Clack
Subject: Farm Fresh Produce - NCDOC Building Reuse Grant
Attachments: Farm Fresh Produce Distribution - NCDOC Bldg Reuse Grant #2016-073-3201-2587 - GRANT AGREEMENT - returned 08.18.16.pdf; Farm Fresh Produce Distribution, Inc. - NCDOC Bldg Reuse Grant - Approved Resolution of Applicant - 06.06.16.pdf

David:

On August 8, 2016 former BOC Chairman Billy Lockamy signed the grant agreement between Sampson County and the NCDOC for providing a Building Reuse Grant to Farm Fresh Produce as part of that company's renovations to their building at 6370 Kenner Road in Sampson County. Attached are the two below signed documents in relation to Sampson County agreement with the NCDOC on this awarded grant.

- Authorizing Resolution by Sampson County BOC approving submitting the application
- NCDOC Building Reuse Program: Grant Agreement with Sampson County

This grant provides Farm Fresh Produce with a \$ 180,000 grant which is to support the company's \$ 370,000 in existing building renovations. Page 13 of the attached grant agreement provides the details of the company's commitments in jobs and renovations investment. As part of this Building Reuse grant award below are two of the steps that Sampson County must provide.

- As grant applicant Sampson County is awarded this grant to in-turn award to the company once company commitments are documented.
- As local government Sampson County must provide a 5% local match, or \$ 9,000. Farm Fresh Produce is providing Sampson County with this \$ 9,000, 5% local match. We will have this check from Farm Fresh Produce in a matter of a week or 2.

At this time we are requesting that the Sampson County Board of Commissioners approve the acceptance of \$ 180,000 as revenue for this project. The sources of this revenue to Sampson County will be \$ 9,000 from Farm Fresh Produce and \$ 171,000 from the NCDOC: Building Reuse Program. If possible it would be helpful if this revenue could be placed on the BOC March 6, 2017 meeting agenda so we can proceed with these funds exchanges.

Since Farm Fresh Produce has completed both the building renovations, the additional 60,400 sq. ft. expansion and job creation we will soon begin the process of drawing down the State of NC Building Reuse grant funds.

Please let me know if you have any questions.

Thanks.

John

John Swope
Executive Director
Sampson County Economic Development Commission
Phone: 910.592.8921
Mobile: 910.214.2854
Fax: 910.596.0998

COUNTY OF SAMPSON
BUDGET AMENDMENT

MEMO:

January 28, 2017

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 - Departmental Supplies	\$ 8,937.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02035881-408401	FCG - Donations	\$ 8,937.00	

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

To budget fundraiser proceeds for the Family Caregiver Program from Shaggn' For Santa.



(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending  approval/disapproval.

2/1, 2017



(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:

January 30, 2017

Date

FROM: Sarah W. Bradshaw

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2016-2017

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

Expenditure Account	Expenditure Account Description	Increase	Decrease
13553200-568400	Child Day Care	175,220.00	

Revenue Account	Revenue Account Description	Increase	Decrease
13535320-403307	State Day Care Subsidy	175,220.00	

2. Reason(s) for the above request is/are as follows: To record additional funding from mandatory reversion/reallocation of Child Daycare Subsidy (\$162,510.) and IV-E funding earned (\$12,710.).



(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 2017



(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:

2/16/2017

FROM: SAMPSON COUNTY HEALTH DEPARTMENT

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2016-2017

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12551250-523900	MEDICAL SUPPLIES	3,000.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12535125-404000	STATE ASSISTANCE	3,000.00	

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

ADDITIONAL STATE FUNDING TO USE TO PURCHASE STD PREVENTION ITEMS

Wanda Adams

(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

[Handwritten signature]

_____, 2017

[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:

2/16/2017

FROM: SAMPSON COUNTY HEALTH DEPARTMENT

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2016-2017

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12551640-523900	MEDICAL SUPPLIES	1,092.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12535164-404000	STATE ASSISTANCE	1,092.00	

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

ADDITIONAL STATE FUNDING TO USE TO PURCHASE LONG TERM CONTRACEPTIVES

Wanda R. Reed
(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

2/24, 2017

[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:

2/16/2017

FROM: SAMPSON COUNTY HEALTH DEPARTMENT

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2016-2017

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12551630-523900	MEDICAL SUPPLIES	3,500.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12535163-404000	STATE ASSISTANCE	3,500.00	

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

ADDITIONAL STATE FUNDING TO USE TO PURCHASE LONG TERM CONTRACEPTIVES

Wanda Robinson
(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

[Signature], 2017
(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:

2/16/2017

FROM: SAMPSON COUNTY HEALTH DEPARTMENT

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2016-2017

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12551920-531100	TRAVEL	1,100.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12535192-404000	STATE ASSISTANCE	1,100.00	

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

ADDITIONAL STATE FUNDING TO USE FOR TRAINING IN PROGRAM

Wanda R. Rhee

(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

2/17, 20 17

[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:

2/24/2017

FROM: SAMPSON COUNTY HEALTH DEPARTMENT

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2016-2017

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12551670-526201	DEPT SUPPLIES EQUIPMENT	1,400.00	
12551670-529700	LAB SUPPLIES	500.00	
12551670-526200	DEPARTMENT SUPPLIES	600.00	
12551670-544000	CONTRACT SERVICES	1,526.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12535167-404000	STATE ASSISTANCE	4,026.00	

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

ADDITIONAL STATE FUNDING TO USE TO PURCHASE AND PAY ITEMS NEEDED FOR PROGRAM

Wade Roberts

(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

2/24, 2017

[Signature]

(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____

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

(County Manager & Budget Officer)

CLINTON CITY SCHOOLS

BUDGET AMENDMENT

Fund: **STATE**

Budget Amendment: **5**

The Clinton City Board of Education at a meeting on the 6th day of February, 2017, passed the following resolution:

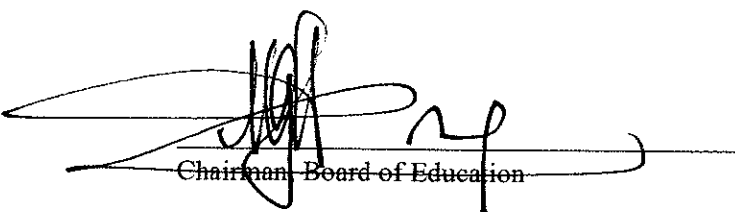
Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2017.

SEE ATTACHED LISTING

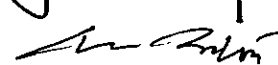
Total appropriation in current budget	\$18,907,728.66
Total increase/decrease of amendment	\$ 0.00
Total appropriation in amended budget	\$18,907,728.66

Passed by majority vote of the Clinton City Board of Education on the 6th day of February 2017.

We, the Board of County Commissioners of Sampson County, hereby approve the changes in the Clinton City School Budget as indicated above and have made entry of changes in the minutes of said Board this _____ day of _____ 2017.



Chairman, Board of Education



Secretary, Board of Education

Chairman, Board of County Commissioners

Secretary, Board of County Commissioners

BUDGET AMENDMENT DETAIL

FUND: STATE

<u>CODE</u>	<u>DESCRIPTION</u>	<u>INCREASE</u>	<u>DECREASE</u>
1.5110.130.412	STATE TEXTBOOKS		\$58,862.00
1.5110.061.462	COMPUER EQUIPMENT	\$58,862.00	
ABC TEXTBOOK TRANSFER			

CLINTON CITY SCHOOLS

CLINTON CITY SCHOOLS
BUDGET AMENDMENT

Fund: **STATE**

Budget Amendment: **4**

The Clinton City Board of Education at a meeting on the 6th day of February, 2017, passed the following resolution:


Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2017.

SEE ATTACHED LISTING


Total appropriation in current budget	\$18,879,317.66
Total increase/decrease of amendment	\$ 28,411.00
Total appropriation in amended budget	\$18,907,728.66

Passed by majority vote of the Clinton City Board of Education on the 6th day of February 2017.

We, the Board of County Commissioners of Sampson County, hereby approve the changes in the Clinton City School Budget as indicated above and have made entry of changes in the minutes of said Board this _____ day of _____ 2017.



 Chairman, Board of Education



 Secretary, Board of Education

 Chairman, Board of County Commissioners

 Secretary, Board of County Commissioners

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 5

Meeting Date: March 6, 2017

Information Only
 Report/Presentation
 Action Item
 Consent Agenda

Public Comment
 Closed Session
 Planning/Zoning
 Water District Issue

INFORMATION ONLY

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

- a. Scheduling Cooperative Extension Service Annual Report to the People (May 15 tentative date)

Susan Holder

From: Eileen Coite <eileen_coite@ncsu.edu>
Sent: Wednesday, February 22, 2017 10:45 AM
To: Susan Holder
Subject: Cooperative Extension's Report to People

Hi Susan,

Wanted to see if you would please check with the BOC about having our annual RTP event on Monday, May 15. You and I had discussed the 8th and 15th, but there are some calendar challenges I am seeing with the 8th. Please let me know if this will work for the commissioners, and we will proceed accordingly.

Thank you!

--

Eileen A. Coite
County Extension Director
NC State University, College of Agriculture & Life Sciences
North Carolina Cooperative Extension, Sampson County Center
55 Agriculture Place, Clinton, NC 28328
Phone: (910) 592-7161
Fax: (910) 592-9513
Email: eileen_coite@ncsu.edu
website: <http://sampson.ces.ncsu.edu>



Cooperative Extension provides practical education you can trust to help people, businesses, and communities solve problems, develop skills, and build a better future.

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.