



**SAMPSON COUNTY
BOARD OF COMMISSIONERS
MEETING AGENDA
May 7, 2018**

6:00 pm Convene Regular Meeting of Board of Commissioners (Auditorium)
Invocation and Pledge of Allegiance

Approval of Agenda

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a. RZ-4-18-1: Request to Rezone 1.22 Acres Located Along Christmas Tree Road from R-Residential to RA- Residential Agriculture	6 (map)
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- f. Accept Hazardous Material Emergency Preparedness Grant Program Funding in the amount of \$3,500 for a future preparedness exercise by the Local Emergency Planning Committee (LEPC) **75 - 102**
- g. Approve the Juvenile Justice Program Certifications and Funding Plan for FY 18-19 **103 - 107**
- h. Approve the execution of the Contract to Audit for the fiscal period ending June 30, 2018 between the County and W. Greene PLLC **108 - 129**
- i. Approve tax refunds and releases as submitted **130 - 132**
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- a. Minutes of the March 19, 2018 Board of Health Advisory Committee (no action needed, for information only) **144 - 147**
- b. Request for approval of fee schedule revisions as recommended by the Board of Health Advisory Committee (action needed) **148 - 149**

No County Manager's Reports

written materials (Manager will provide updates and reports on several matters including progress of budget preparation and reminders of upcoming meetings of note.)

Tab 5 Public Comment Period (see policies and procedures in agenda)

150

Recess to Reconvene - May 21, 2018

5:00 pm - Presentation of the FY 18-19 Proposed Budget (County Auditorium)

6:00 pm - Cooperative Extension Service, Report to the People (dinner)

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 1 (a-b)

Meeting Date: May 7, 2018	<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

CONTACT PERSON: Mary Rose, Planning Director

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

ATTACHMENTS: Planning Staff Memorandum; Maps

BACKGROUND:

- a. RZ-4-18-1: Planning Director Mary Rose will review a request to rezone approximately 1.22 acres located along Christmas Tree Road from R-Residential to RA-Residential Agriculture. The request has been unanimously recommended for approval by the Planning Board, having found the request to be consistent 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). The Chairman should open the public hearing and call upon Ms. Rose. Once all comments are received, the hearing should be closed and the rezoning request considered for approval, with the recommended zoning consistency statement.
- b. Adoption of Flood Damage Prevention Ordinance: The N.C. Flood Mapping Program is tasked with periodically updating flood maps in all North Carolina counties. Sampson County has been provided with new flood map data which also necessitates updating the Sampson County Flood Damage Prevention Ordinance. The draft ordinance has been provided to you to allow plenty of time for review, and it is recommended that the Board of Commissioners open the public hearing for consideration as advertised and continue the hearing to their June 4, 2018 meeting in order to give all interested parties the opportunity to be heard.

RECOMMENDED ACTION OR MOTION:

Approve the request to rezone approximately 1.22 acres located along Christmas Tree Road from R-Residential to RA-Residential Agriculture, accepting the provided findings of fact and adopting the following zoning consistency statement: *Whereas, in accordance with the provisions of North Carolina General Statute 153A-341, the Sampson County Board of Commissioners does hereby find and determine that the recommendation of the ordinance amendment RZ-4-18-1 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 primarily residential development.*



Clinton-Sampson Planning Department

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To: Ed Causey, County Manager
From: Mary M. Rose, Planning Director
Subject: April 16, 2018 Sampson County Planning and Zoning Board Meeting -
County Board of Commissioners May 7, 2018 Agenda Items
Date: April 17, 2018

The following requests were addressed by the Planning and Zoning Board at their April 16, 2018 meeting:

RZ-4-18-1 - A rezoning request by Charlotte Baggett to rezone approximately 1.22 acres located along Christmas Tree Road from R-Residential to RA-Residential Agriculture was unanimously recommended for approval with the following findings of fact and zoning consistency statement: (See attached location map)

1. Charlotte Baggett has signed the rezoning application as the owner.
2. This rezoning will include approximately 1.22 acres as shown on the location map.
3. The property is currently zoned R-Residential. (see attached location map)
4. This property is located along Christmas Tree Road. The properties to the north, south, and east are zoned R-Residential. The property to the west is zoned RA-Residential Agriculture.
5. This property is located in the northwestern part of Sampson County. In Section 2 of the Sampson County Land Use Plan, this portion of the county is designated as appropriate for single family residential growth.
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-4-18-1 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 primarily residential development.

Adoption of the Sampson County Flood Damage Prevention Ordinance

The N.C. Flood Mapping Program is tasked with periodically updating flood maps in all North Carolina counties. Sampson County has been provided with new flood map data which also necessitates updating the Sampson County Flood Damage Prevention Ordinance. In addition to working with state emergency management representatives to make sure Sampson County's ordinance adheres to the state model ordinance, Planning staff as advised by the County Manager, amended the ordinance to designate the Sampson County Building Inspector as the County flood administrator as of June 20, 2018, the effective date of the ordinance. Planning staff will continue to administer the Sampson County Flood Damage Prevention Ordinance until June 19, 2018.

The Sampson County Planning Board voted to continue consideration of the ordinance to their May 2018 meeting in order to give Board members time to review the ordinance. Planning staff requests the County Manager provide the attached proposed copy of the Sampson County Flood Damage Prevention Ordinance to the Board of Commissioners so they may also have time for review given the fact the ordinance must be adopted by June 20, 2018. We would also ask that the Board of Commissioners open the public hearing for consideration of the Sampson County Flood Damage Prevention Ordinance at their May 7, 2018 meeting as advertised and continue the hearing to their June 4, 2018 meeting in order to give all interested parties the opportunity to be heard.

Please contact my office with any additional questions or comments.

attachments

cc: Susan Holder, Assistant County Manager

MINUTES OF THE SAMPSON COUNTY
PLANNING AND ZONING BOARD

Meeting Date
April 16, 2018

Members Present
Ann Naylor
Steve Parker
Clayton Hollingsworth
Debra Bass
Nancy Blackman
Andrew Jackson
Sherri Smith

Members Absent

Minutes Approved

Upon a motion by Sherri Smith and seconded by Clayton Hollingsworth, the minutes of the March 19, 2018 meeting were approved as presented by a Board vote of 6 ayes (Sherri Smith, Clayton Hollingsworth, Steve Parker, Nancy Blackman, Debra Bass, Ann Naylor) and 1 nay (Andrew Jackson).

RZ-4-18-1

A rezoning request by Charlotte Baggett to rezone approximately 1.22 acres located along Christmas Tree Road from R-Residential to RA-Residential Agriculture. (See attached location map)

Staff has prepared the following findings of fact for consideration by the Planning Board:

1. Charlotte Baggett has signed the rezoning application as the owner.
2. This rezoning will include approximately 1.22 acres as shown on the location map.
3. The property is currently zoned R-Residential. (see attached location map)
4. This property is located along Christmas Tree Road. The properties to the north, south, and east are zoned R-Residential. The property to the west is zoned RA-Residential Agriculture.
5. This property is located in the northwestern part of Sampson County. In Section 2 of the Sampson County Land Use Plan, this portion of the county is designated as appropriate for single family residential growth.
6. All adjacent property owners within 100' have been notified by mail and the property has been posted.

Mrs. Rose presented the above findings of fact. Sherri Smith inquired as to whether anyone had contacted the Planning Department concerning this request. Mrs. Rose informed the Board Ms. Melisha Kollmar, an adjacent property owner had contacted the Planning Department.

DECISION. After Board discussion, Ann Naylor moved to recommend approval of RZ-4-18-1 with the above referenced findings of fact and following zoning consistency statement. The motion was seconded by Nancy Blackman and unanimously recommended for approval by the Board.

Zoning Consistency Statement:

Whereas, in accordance with the provisions of North Carolina General Statute 153A-341, the Sampson County Planning Board does hereby find and determine that the recommendation of the ordinance amendment RZ-4-18-1 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 primarily residential development.

Adoption of the Sampson County Flood Damage Prevention Ordinance

Mrs. Rose informed the Board the N.C. Flood Mapping Program is tasked with periodically updating flood maps in all North Carolina counties. Sampson County has been provided with new flood map data which also necessitates our updating the Sampson County Flood Damage Prevention Ordinance. In addition to working with state emergency management representatives to make sure Sampson County's ordinance adheres to the state model ordinance, staff has also as advised by the County Manager, amended the ordinance to designate the Sampson County Building Inspector as the County flood administrator as of June 20, 2018, the effective date of the ordinance. Planning staff will continue to administer the Sampson County Flood Damage Prevention Ordinance until June 19, 2018.

Board member Andrew Jackson informed the Board he had just received the agenda packet and had not had time to review the ordinance and would like to move this item of business be continued until the May Planning Board meeting. Chair Ann Naylor, asked staff if this would be possible due to the short timeline with the impending date of June 20, 2018? Ms. Rose informed the Board this item could be continued to the May 2018 Planning Board meeting, but also informed the Board the ordinance must be approved by the state deadline of June 20, 2018, and therefore staff would recommend providing the ordinance to the County Manager so he may provide to the Board of Commissioners at his earliest convenience to give them the necessary time to also review the ordinance prior to their consideration of the ordinance during their June 4, 2018 BOC meeting. Mrs. Rose also asked Senior Planner and CFM, Lyle Moore to come before the Planning Board to present some additional information related to the proposed ordinance.

Mr. Moore informed the Board this is a model ordinance which has been reviewed by the state and the County Attorney for comments. With no comments, the expectation of the state would be approval of the ordinance as proposed and reviewed. He further informed the Board it is his understanding if the ordinance is not approved by June 20, 2018, citizens of Sampson County would be in jeopardy of not being able to maintain or purchase flood insurance. Mr. Moore further added a public information meeting had been advertised and held with no input received from the public and the window for appeals or amendments was now closed.

Mr. Jackson's motion to continue this item until the May 2018 Planning Board meeting was seconded by Clayton Hollingsworth and continued by the Board.

At this point in the meeting Chair Ann Naylor asked the Board if they had time to add a few topics of discussion to this meeting. With no opposition expressed to this by any Board member, Chair Naylor shared with the Board some concerns related to the Board using the standards set forth in the Zoning Ordinance when making decisions and not their personal observations or opinions. Chair Naylor shared with the Board there are standards the Board has been provided within the Zoning Ordinance for their use in considering and approving or denying a special use request, however there are no additional special requirements related to solar farms other than the setback requirements provided in the ordinance. She further went on to inform the Board it is her understanding based on evidence presented during a special use hearing, the Board may place additional conditions upon a special use permit if the evidence presented warrants additional conditions such as buffers, fencing, etc. Chair Naylor also expressed concern that if any Board member is late for a special use hearing they should not participate in the discussion or decision due to their not having heard all evidence presented. County Attorney, Joel Starling informed the Board it would be his preference any Board member who is late or misses any testimony not be involved in the discussion or decision of a special use request.

Planning Director, Mary Rose, expressed her concerns related to the March meeting as it related to the Boards responsibilities during quasi-judicial hearings. Mrs. Rose read an excerpt from the book titled "The Job of the Planning Commissioner", by Albert Solnit, a portion of which reads, "The board simply uses its best judgement in light of not only the evidence, but the plans and policies that have been adopted by the Board of Commissioners for use by the Planning Board in making their decisions." Mrs. Rose advised the Board this is not a court of law and in many cases it is challenging

for our citizens to navigate their way through these processes. As Planning Board members they may wish to be as helpful as possible and careful not to use their authority to intimidate applicants or citizens in opposition. Chair Naylor added it is important to treat our customers with respect.

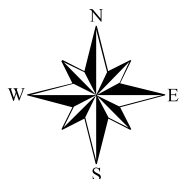
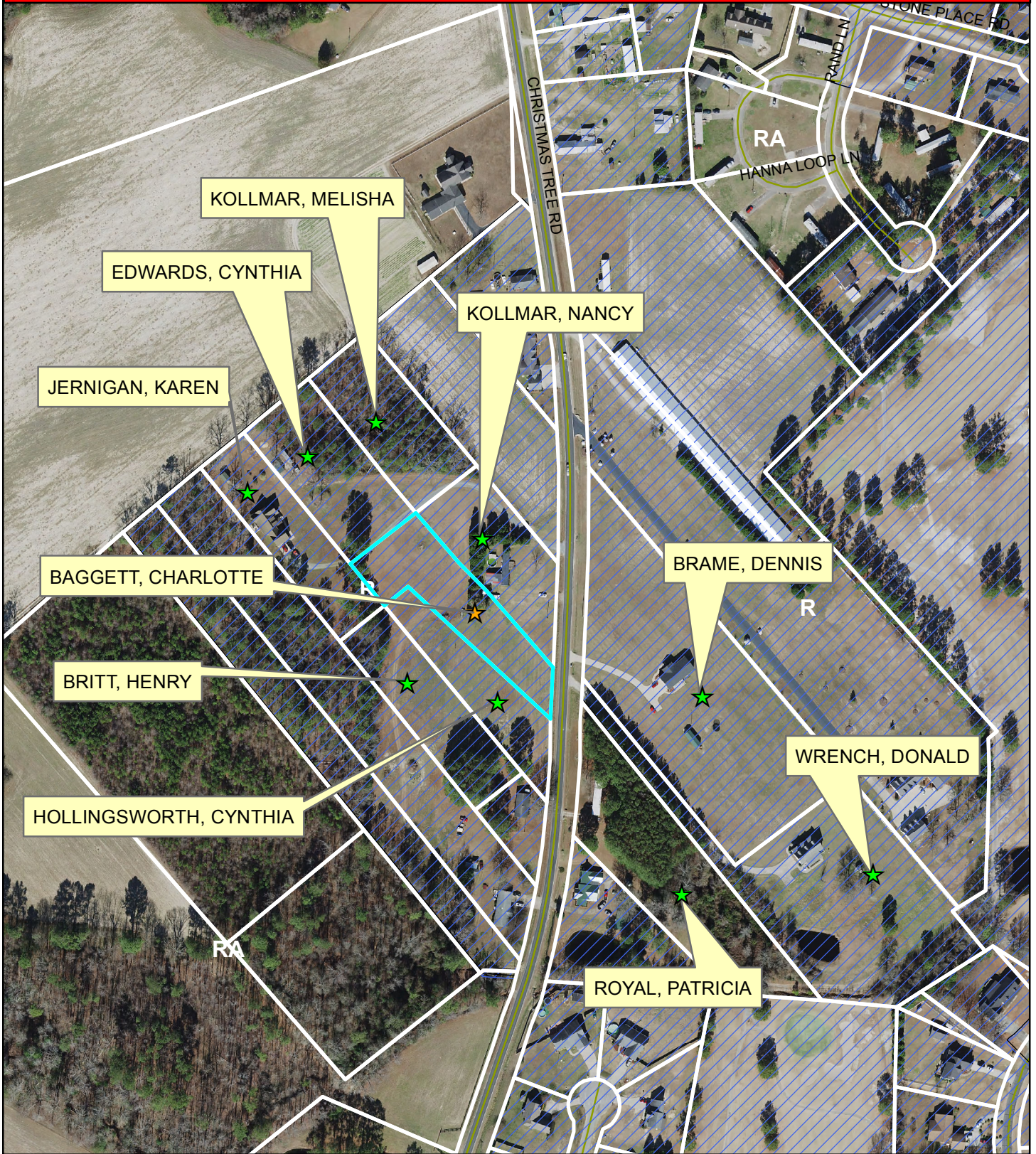
Mr. Jackson expressed his concern that these items of discussion were not on the agenda and the meeting had gone longer than he had expected. He further expressed concern for the need of updated Board by-laws and how this discussion could also be related to the mining special use applications heard several years ago. Chair Naylor responded she was not chair at that time and now that she is chair would like to see the Board tighten up their rules of procedure as well.

There being no further business, the meeting was adjourned at 7:10 p.m.



Chairman

Secretary

RZ-4-18-1 Christmas Tree Road Charlotte Baggett



1 inch = 273 feet

-  Proposed Area
-  Adjacent Property Owners

FLOOD DAMAGE PREVENTION ORDINANCE

Non-Coastal Regular Phase

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FLOOD DAMAGE PREVENTION ORDINANCE

Non-Coastal Regular Phase

ARTICLE 1. STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND OBJECTIVES.

SECTION A. STATUTORY AUTHORIZATION.

The Legislature of the State of North Carolina has in Part 6, Article 21 of Chapter 143; Parts 3 and 4 of Article 18 of Chapter 153A; and Part 121, Article 6 of Chapter 153A of the North Carolina General Statutes, delegated to local governmental units the responsibility to adopt regulations designed to promote the public health, safety, and general welfare.

Therefore, the County of Sampson, North Carolina, does ordain as follows:

SECTION B. FINDINGS OF FACT.

- (1) The flood prone areas within the jurisdiction of Sampson County are subject to periodic inundation which results in loss of life, property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures of flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.
- (2) These flood losses are caused by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities and by the occupancy in flood prone areas of uses vulnerable to floods or other hazards.

SECTION C. STATEMENT OF PURPOSE.

It is the purpose of this ordinance to promote public health, safety, and general welfare and to minimize public and private losses due to flood conditions within flood prone areas by provisions designed to:

- (1) Restrict or prohibit uses that are dangerous to health, safety, and property due to water or erosion hazards or that result in damaging increases in erosion, flood heights or velocities;
- (2) Require that uses vulnerable to floods, including facilities that serve such uses, be protected against flood damage at the time of initial construction;
- (3) Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of floodwaters;
- (4) Control filling, grading, dredging, and all other development that may increase erosion or flood damage; and
- (5) Prevent or regulate the construction of flood barriers that will unnaturally divert flood waters or which may increase flood hazards to other lands.

SECTION D. OBJECTIVES.

The objectives of this ordinance are to:

- (1) Protect human life, safety, and health;
- (2) Minimize expenditure of public money for costly flood control projects;
- (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the

general public;

- (4) Minimize prolonged business losses and interruptions;
- (5) Minimize damage to public facilities and utilities (i.e. water and gas mains, electric, telephone, cable and sewer lines, streets, and bridges) that are located in flood prone areas;
- (6) Minimize damage to private and public property due to flooding;
- (7) Make flood insurance available to the community through the National Flood Insurance Program;
- (8) Maintain the natural and beneficial functions of floodplains;
- (9) Help maintain a stable tax base by providing for the sound use and development of flood prone areas; and
- (10) Ensure that potential buyers are aware that property is in a Special Flood Hazard Area.

ARTICLE 2. DEFINITIONS.

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance it's most reasonable application.

“Accessory Structure (Appurtenant Structure)” means a structure located on the same parcel of property as the principal structure and the use of which is incidental to the use of the principal structure. Garages, carports and storage sheds are common urban accessory structures. Pole barns, hay sheds and the like qualify as accessory structures on farms, and may or may not be located on the same parcel as the farm dwelling or shop building.

“Addition (to an existing building)” means an extension or increase in the floor area or height of a building or structure.

“Alteration of a watercourse” means a dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

“Appeal” means a request for a review of the Floodplain Administrator's interpretation of any provision of this ordinance.

“Area of Shallow Flooding” means a designated Zone AO or AH on a community's Flood Insurance Rate Map (FIRM) with base flood depths determined to be from one (1) to three (3) feet. These areas are located where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident.

“Area of Special Flood Hazard” see “Special Flood Hazard Area (SFHA)”.

“Base Flood” means the flood having a one (1) percent chance of being equaled or exceeded in any given year.

“Base Flood Elevation (BFE)” means a determination of the water surface elevations of the base flood as published in the Flood Insurance Study. When the BFE has not been provided in a “Special Flood Hazard Area”, it may be obtained from engineering studies available from a Federal, State, or other source using FEMA approved engineering methodologies. This elevation, when combined with the “Freeboard”, establishes the “Regulatory Flood Protection Elevation”.

“Basement” means any area of the building having its floor subgrade (below ground level) on all sides.

“Building” see “Structure”.

“Chemical Storage Facility” means a building, portion of a building, or exterior area adjacent to a building used for the storage of any chemical or chemically reactive products.

“Design Flood”: See “Regulatory Flood Protection Elevation.”

“Development” means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.

“Development Activity” means any activity defined as Development which will necessitate a Floodplain Development Permit. This includes buildings, structures, and non-structural items, including (but not limited to) fill, bulkheads, piers, pools, docks, landings, ramps, and erosion control/stabilization measures.

“Digital Flood Insurance Rate Map (DFIRM)” means the digital official map of a community, issued by the Federal Emergency Management Agency (FEMA), on which both the Special Flood Hazard Areas and the risk premium zones applicable to the community are delineated.

“Disposal” means, as defined in NCGS 130A-290(a)(6), the discharge, deposit, injection, dumping, spilling, leaking, or placing of any solid waste into or on any land or water so that the solid waste or any constituent part of the solid waste may enter the environment or be emitted into the air or discharged into any waters, including groundwaters.

“Elevated Building” means a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

“Encroachment” means the advance or infringement of uses, fill, excavation, buildings, structures or development into a special flood hazard area, which may impede or alter the flow capacity of a floodplain.

“Existing building and existing structure” means any building and/or structure for which the “start of construction” commenced before July 16th 1991.

“Existing Manufactured Home Park or Manufactured Home Subdivision” means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) was completed before April 18, 1988, the initial effective date of the floodplain management regulations adopted by the community.

“Flood” or “Flooding” means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (a) The overflow of inland or tidal waters; and/or
- (b) The unusual and rapid accumulation or runoff of surface waters from any source.

“Flood Boundary and Floodway Map (FBFM)” means an official map of a community, issued by the FEMA, on which the Special Flood Hazard Areas and the floodways are delineated. This official map is a supplement to and shall be used in conjunction with the Flood Insurance Rate Map (FIRM).

“Flood Hazard Boundary Map (FHBM)” means an official map of a community, issued by the FEMA, where the boundaries of the Special Flood Hazard Areas have been defined as Zone A.

“Flood Insurance” means the insurance coverage provided under the National Flood Insurance Program.

“Flood Insurance Rate Map (FIRM)” means an official map of a community, issued by the FEMA, on which both the Special Flood Hazard Areas and the risk premium zones applicable to the community are delineated. (see also DFIRM)

“Flood Insurance Study (FIS)” means an examination, evaluation, and determination of flood hazards, corresponding water surface elevations (if appropriate), flood hazard risk zones, and other flood data in a community issued by the FEMA. The Flood Insurance Study report includes Flood Insurance Rate Maps (FIRMs) and Flood Boundary and Floodway Maps (FBFMs), if published.

“Flood Prone Area” see “Floodplain”

“Flood Zone” means a geographical area shown on a Flood Hazard Boundary Map or Flood Insurance Rate Map that reflects

the severity or type of flooding in the area.

“Floodplain” means any land area susceptible to being inundated by water from any source.

“Floodplain Administrator” is the individual appointed to administer and enforce the floodplain management regulations.

“Floodplain Development Permit” means any type of permit that is required in conformance with the provisions of this ordinance, prior to the commencement of any development activity.

“Floodplain Management” means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including, but not limited to, emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.

“Floodplain Management Regulations” means this ordinance and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances, and other applications of police power. This term describes federal, state or local regulations, in any combination thereof, which provide standards for preventing and reducing flood loss and damage.

“Floodproofing” means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitation facilities, structures, and their contents.

“Flood-resistant material” means any building product [material, component or system] capable of withstanding direct and prolonged contact (minimum 72 hours) with floodwaters without sustaining damage that requires more than low-cost cosmetic repair. Any material that is water-soluble or is not resistant to alkali or acid in water, including normal adhesives for above-grade use, is not flood-resistant. Pressure-treated lumber or naturally decay-resistant lumbers are acceptable flooring materials. Sheet-type flooring coverings that restrict evaporation from below and materials that are impervious, but dimensionally unstable are not acceptable. Materials that absorb or retain water excessively after submergence are not flood-resistant. Please refer to Technical Bulletin 2, *Flood Damage-Resistant Materials Requirements*, and available from the FEMA. Class 4 and 5 materials, referenced therein, are acceptable flood-resistant materials.

“Floodway” means the channel of a river or other watercourse, including the area above a bridge or culvert when applicable, and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot.

“Floodway encroachment analysis” means an engineering analysis of the impact that a proposed encroachment into a floodway or non-encroachment area is expected to have on the floodway boundaries and flood levels during the occurrence of the base flood discharge. The evaluation shall be prepared by a qualified North Carolina licensed engineer using standard engineering methods and models.

“Freeboard” means the height added to the BFE to account for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, blockage of bridge or culvert openings, and the hydrological effect of urbanization of the watershed. The BFE plus the freeboard establishes the “Regulatory Flood Protection Elevation”.

“Functionally Dependent Facility” means a facility which cannot be used for its intended purpose unless it is located in close proximity to water, limited to a docking or port facility necessary for the loading and unloading of cargo or passengers, shipbuilding, or ship repair. The term does not include long-term storage, manufacture, sales, or service facilities.

“Hazardous Waste Management Facility” means, as defined in NCGS 130A, Article 9, a facility for the collection, storage, processing, treatment, recycling, recovery, or disposal of hazardous waste.

“Highest Adjacent Grade (HAG)” means the highest natural elevation of the ground surface, prior to construction, immediately next to the proposed walls of the structure.

“Historic Structure” means any structure that is:

- (a) Listed individually in the National Register of Historic Places (a listing maintained by the US Department of

- Interior) or preliminarily determined by the Secretary of Interior as meeting the requirements for individual listing on the National Register;
- (b) Certified or preliminarily determined by the Secretary of Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (c) Individually listed on a local inventory of historic landmarks in communities with a “Certified Local Government (CLG) Program”; or
- (d) Certified as contributing to the historical significance of a historic district designated by a community with a “Certified Local Government (CLG) Program.”

Certified Local Government (CLG) Programs are approved by the US Department of the Interior in cooperation with the North Carolina Department of Cultural Resources through the State Historic Preservation Officer as having met the requirements of the National Historic Preservation Act of 1966 as amended in 1980.

“Letter of Map Change (LOMC)” means an official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

- (a) Letter of Map Amendment (LOMA): An official amendment, by letter, to an effective National Flood Insurance Program map. A LOMA is based on technical data showing that a property had been inadvertently mapped as being in the floodplain, but is actually on natural high ground above the base flood elevation. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.
- (b) Letter of Map Revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.
- (c) Letter of Map Revision Based on Fill (LOMR-F): A determination that a structure or parcel of land has been elevated by fill above the BFE and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community’s floodplain management regulations.
- (d) Conditional Letter of Map Revision (CLOMR): A formal review and comment as to whether a proposed project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

“Light Duty Truck” means any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less as defined in 40 CFR 86.082-2 and is:

- (a) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or
- (b) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
- (c) Available with special features enabling off-street or off-highway operation and use.

“Lowest Adjacent Grade (LAG)” means the lowest elevation of the ground, sidewalk or patio slab immediately next to the building, or deck support, after completion of the building.

“Lowest Floor” means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access, or limited storage in an area other than a basement area is not considered a building's lowest floor, provided that such an enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this ordinance.

“Manufactured Home” means a structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term “manufactured home” does not include a “recreational vehicle”.

“Manufactured Home Park or Subdivision” means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

“Market Value” means the building value, not including the land value and that of any accessory structures or other improvements on the lot. Market value may be established by independent certified appraisal; replacement cost depreciated for age of building and quality of construction (Actual Cash Value); or adjusted tax assessed values.

“New Construction” means structures for which the “start of construction” commenced on or after April 18, 1988, the effective date of the initial floodplain management regulations and includes any subsequent improvements to such structures.

“Non-Encroachment Area (NEA)” means the channel of a river or other watercourse, including the area above a bridge or culvert when applicable, and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot as designated in the Flood Insurance Study report.

“Post-FIRM” means construction or other development for which the “start of construction” occurred on or after July 16th 1991, the effective date of the initial Flood Insurance Rate Map.

“Pre-FIRM” means construction or other development for which the “start of construction” occurred before July 16th 1991, the effective date of the initial Flood Insurance Rate Map.

“Principally Above Ground” means that at least 51% of the actual cash value of the structure is above ground.

“Public Safety” and/or “Nuisance” means anything which is injurious to the safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

“Recreational Vehicle (RV)” means a vehicle, which is:

- (a) Built on a single chassis;
- (b) 400 square feet or less when measured at the largest horizontal projection;
- (c) Designed to be self-propelled or permanently towable by a light duty truck;
- (d) Designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel, or seasonal use, and
- (e) Is fully licensed and ready for highway use.

(For the purpose of this ordinance, “Tiny Homes/Houses” and Park Models that do not meet the items listed above are not considered Recreational Vehicles and should meet the standards of and be permitted as Residential Structures.)

“Regulatory Flood Protection Elevation” means the “Base Flood Elevation” plus the “Freeboard”. In “Special Flood Hazard Areas” where Base Flood Elevations (BFEs) have been determined, this elevation shall be the BFE plus 2 feet freeboard). In “Special Flood Hazard Areas” where no BFE has been established, this elevation shall be at least 2 feet above the highest adjacent grade.

“Remedy a Violation” means to bring the structure or other development into compliance with state and community floodplain management regulations, or, if this is not possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of the ordinance or otherwise deterring future similar violations, or reducing federal financial exposure with regard to the structure or other development.

“Riverine” means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

“Salvage Yard” means any non-residential property used for the storage, collection, and/or recycling of any type of equipment, and including but not limited to vehicles, appliances and related machinery.

“Solid Waste Disposal Facility” means any facility involved in the disposal of solid waste, as defined in NCGS 130A-290(a)(35).

“Solid Waste Disposal Site” means, as defined in NCGS 130A-290(a)(36), any place at which solid wastes are disposed of by incineration, sanitary landfill, or any other method.

“Special Flood Hazard Area (SFHA)” means the land in the floodplain subject to a one percent (1%) or greater chance of being flooded in any given year, as determined in Article 3, Section B of this ordinance.

“Start of Construction” includes substantial improvement, and means the date the building permit was issued provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the building.

“Structure” means a walled and roofed building, a manufactured home, or a gas, liquid, or liquefied gas storage tank that is principally above ground.

“Substantial Damage” means damage of any origin sustained by a structure during any one-year period whereby the cost of restoring the structure to it’s before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. See definition of “substantial improvement. Substantial damage also means flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.]

“Substantial Improvement” means any combination of repairs, reconstruction, rehabilitation, addition, or other improvement of a structure, taking place during any one-year period for which the cost equals or exceeds 50 percent of the market value of the structure before the “start of construction” of the improvement. This term includes structures which have incurred “substantial damage”, regardless of the actual repair work performed. The term does not, however, include either:

- (a) Any correction of existing violations of state or community health, sanitary, or safety code specifications which have been identified by the community code enforcement official and which are the minimum necessary to assure safe living conditions; or
- (b) Any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure and the alteration is approved by variance issued pursuant to Article 4 Section E of this ordinance.

“Technical Bulletin and Technical Fact Sheet” means a FEMA publication that provides guidance concerning the building performance standards of the NFIP, which are contained in Title 44 of the U.S. Code of Federal Regulations at Section 60.3. The bulletins and fact sheets are intended for use primarily by State and local officials responsible for interpreting and enforcing NFIP regulations and by members of the development community, such as design professionals and builders. New bulletins, as well as updates of existing bulletins, are issued periodically as needed. The bulletins do not create regulations; rather they provide specific guidance for complying with the minimum requirements of existing NFIP regulations.

It should be noted that Technical Bulletins and Technical Fact Sheets provide guidance on the minimum requirements of the NFIP regulations. State or community requirements that exceed those of the NFIP take precedence. Design professionals should contact the community officials to determine whether more restrictive State or local regulations apply to the building or site in question. All applicable standards of the State or local building code must also be met for any building in a flood hazard area.

“Temperature Controlled” means having the temperature regulated by a heating and/or cooling system, built-in or appliance.

“Variance” is a grant of relief from the requirements of this ordinance.

“Violation” means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Articles 4 and 5 is presumed to be in violation until such time as that documentation is provided.

“Water Surface Elevation (WSE)” means the height, in relation to NAVD 1988, of floods of various magnitudes and

frequencies in the floodplains of riverine areas.

“Watercourse” means a lake, river, creek, stream, wash, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.

ARTICLE 3. GENERAL PROVISIONS.

SECTION A. LANDS TO WHICH THIS ORDINANCE APPLIES.

This ordinance shall apply to all Special Flood Hazard Areas within the jurisdiction, including Extra-Territorial Jurisdictions (ETJs),[if applicable] of Sampson County.

SECTION B. BASIS FOR ESTABLISHING THE SPECIAL FLOOD HAZARD AREAS.

The Special Flood Hazard Areas are those identified under the Cooperating Technical State (CTS) agreement between the State of North Carolina and FEMA in its FIS dated 6/20/2018 for Sampson County and associated DFIRM panels, including any digital data developed as part of the FIS, which are adopted by reference and declared a part of this ordinance. Future revisions to the FIS and DFIRM panels that do not change flood hazard data within the jurisdictional authority of Sampson County are also adopted by reference and declared a part of this ordinance. Subsequent Letter of Map Revisions (LOMRs) and/or Physical Map Revisions (PMRs) shall be adopted within 3 months.

SECTION C. ESTABLISHMENT OF FLOODPLAIN DEVELOPMENT PERMIT.

A Floodplain Development Permit shall be required in conformance with the provisions of this ordinance prior to the commencement of any development activities within Special Flood Hazard Areas determined in accordance with the provisions of Article 3, Section B of this ordinance.

SECTION D. COMPLIANCE.

No structure or land shall hereafter be located, extended, converted, altered, or developed in any way without full compliance with the terms of this ordinance and other applicable regulations.

SECTION E. ABROGATION AND GREATER RESTRICTIONS.

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

SECTION F. INTERPRETATION.

In the interpretation and application of this ordinance, all provisions shall be:

- (a) Considered as minimum requirements;
- (b) Liberally construed in favor of the governing body; and
- (c) Deemed neither to limit nor repeal any other powers granted under State statutes.

SECTION G. WARNING AND DISCLAIMER OF LIABILITY.

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Larger floods can and will occur. Actual flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the Special Flood Hazard Areas or uses permitted

within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of Sampson County or by any officer or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

SECTION H. PENALTIES FOR VIOLATION.

Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a Class 1 misdemeanor pursuant to NC G.S. § 143-215.58. . Any person who violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than \$100.00 or imprisoned for not more than thirty (30) days, or both. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent Sampson County from taking such other lawful action as is necessary to prevent or remedy any violation.

ARTICLE 4. ADMINISTRATION.

SECTION A. DESIGNATION OF FLOODPLAIN ADMINISTRATOR.

The Head Building Inspector, hereinafter referred to as the “Floodplain Administrator”, is hereby appointed to administer and implement the provisions of this ordinance. In instances where the Floodplain Administrator receives assistance from others to complete tasks to administer and implement this ordinance, the Floodplain Administrator shall be responsible for the coordination and community’s overall compliance with the National Flood Insurance Program and the provisions of this ordinance.

SECTION B. FLOODPLAIN DEVELOPMENT APPLICATION, PERMIT AND CERTIFICATION REQUIREMENTS.

- (1) **Application Requirements.** Application for a Floodplain Development Permit shall be made to the Floodplain Administrator prior to any development activities located within Special Flood Hazard Areas. The following items shall be presented to the Floodplain Administrator to apply for a floodplain development permit:
 - (a) A plot plan drawn to scale which shall include, but shall not be limited to, the following specific details of the proposed floodplain development:
 - (i) The nature, location, dimensions, and elevations of the area of development/disturbance; existing and proposed structures, utility systems, grading/pavement areas, fill materials, storage areas, drainage facilities, and other development;
 - (ii) The boundary of the Special Flood Hazard Area as delineated on the FIRM or other flood map as determined in Article 3, Section B, or a statement that the entire lot is within the Special Flood Hazard Area;
 - (iii) Flood zone(s) designation of the proposed development area as determined on the FIRM or other flood map as determined in Article 3, Section B;
 - (iv) The boundary of the floodway(s) or non-encroachment area(s) as determined in Article 3, Section B;
 - (v) The Base Flood Elevation (BFE) where provided as set forth in Article 3, Section B; Article 4, Section C; or Article 5, Section D;
 - (vi) The old and new location of any watercourse that will be altered or relocated as a result of proposed development; and
 - (vii) The certification of the plot plan by a registered land surveyor or professional engineer.

- (b) Proposed elevation, and method thereof, of all development within a Special Flood Hazard Area including but not limited to:
 - (i) Elevation in relation to NAVD 1988 of the proposed reference level (including basement) of all structures;
 - (ii) Elevation in relation to NAVD 1988 to which any non-residential structure in Zones A, AE, AH, AO, A99 will be floodproofed; and
 - (iii) Elevation in relation to NAVD 1988 to which any proposed utility systems will be elevated or floodproofed.
- (c) If floodproofing, a Floodproofing Certificate (FEMA Form 086-0-34) with supporting data, an operational plan, and an inspection and maintenance plan that include, but are not limited to, installation, exercise, and maintenance of floodproofing measures.
- (d) A Foundation Plan, drawn to scale, which shall include details of the proposed foundation system to ensure all provisions of this ordinance are met. These details include but are not limited to:
 - (i) The proposed method of elevation, if applicable (i.e., fill, solid foundation perimeter wall, solid backfilled foundation, open foundation on columns/posts/piers/piles/shear walls); and
 - (ii) Openings to facilitate automatic equalization of hydrostatic flood forces on walls in accordance with Article 5, Section B(4)(d) when solid foundation perimeter walls are used in Zones A, AE, AH, AO, A99.
- (e) Usage details of any enclosed areas below the lowest floor.
- (f) Plans and/or details for the protection of public utilities and facilities such as sewer, gas, electrical, and water systems to be located and constructed to minimize flood damage.
- (g) Certification that all other Local, State and Federal permits required prior to floodplain development permit issuance have been received.
- (h) Documentation for placement of Recreational Vehicles and/or Temporary Structures, when applicable, to ensure that the provisions of Article 5, Section B, subsections (6) and (7) of this ordinance are met.
- (i) A description of proposed watercourse alteration or relocation, when applicable, including an engineering report on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects to properties located both upstream and downstream; and a map (if not shown on plot plan) showing the location of the proposed watercourse alteration or relocation.

(2) **Permit Requirements.** The Floodplain Development Permit shall include, but not be limited to:

- (a) A complete description of all the development to be permitted under the floodplain development permit (e.g. house, garage, pool, septic, bulkhead, cabana, pier, bridge, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials, etc.).
- (b) The Special Flood Hazard Area determination for the proposed development in accordance with available data specified in Article 3, Section B.
- (c) The Regulatory Flood Protection Elevation required for the reference level and all attendant utilities.
- (d) The Regulatory Flood Protection Elevation required for the protection of all public utilities.
- (e) All certification submittal requirements with timelines.
- (f) A statement that no fill material or other development shall encroach into the floodway or non-encroachment area

of any watercourse unless the requirements of Article 5, Section F have been met.

- (g) The flood openings requirements, if in Zones A, AE, AH, AO, A99.
- (h) Limitations of below BFE enclosure uses (if applicable). (i.e., parking, building access and limited storage only). (OPTIONAL)
- (i) A statement, that all materials below BFE/RFPE must be flood resistant materials.

(3) **Certification Requirements.**

(a) Elevation Certificates

- (i) An Elevation Certificate (FEMA Form 086-0-33) is required prior to the actual start of any new construction. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the elevation of the reference level, in relation to NAVD 1988. The Floodplain Administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder prior to the beginning of construction. Failure to submit the certification or failure to make required corrections shall be cause to deny a floodplain development permit.
- (ii) A final Finished Construction Elevation Certificate (FEMA Form 086-0-33) is required after construction is completed and prior to Certificate of Compliance/Occupancy issuance. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of final as-built construction of the elevation of the reference level and all attendant utilities. The Floodplain Administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to Certificate of Compliance/Occupancy issuance. In some instances, another certification may be required to certify corrected as-built construction. Failure to submit the certification or failure to make required corrections shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy. The Finished Construction Elevation Certificate certifier shall provide at least 2 photographs showing the front and rear of the building taken within 90 days from the date of certification. The photographs must be taken with views confirming the building description and diagram number provided in Section A. To the extent possible, these photographs should show the entire building including foundation. If the building has split-level or multi-level areas, provide at least 2 additional photographs showing side views of the building. In addition, when applicable, provide a photograph of the foundation showing a representative example of the flood openings or vents. All photographs must be in color and measure at least 3" × 3". Digital photographs are acceptable.

(b) Floodproofing Certificate

- (i) If non-residential floodproofing is used to meet the Regulatory Flood Protection Elevation requirements, a Floodproofing Certificate (FEMA Form 086-0-34), with supporting data, an operational plan, and an inspection and maintenance plan are required prior to the actual start of any new construction. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the floodproofed design elevation of the reference level and all attendant utilities, in relation to NAVD 1988. Floodproofing certification shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. The Floodplain Administrator shall review the certificate data, the operational plan, and the inspection and maintenance plan. Deficiencies detected by such review shall be corrected by the applicant prior to permit approval. Failure to submit the certification or failure to make required corrections shall be cause to deny a Floodplain Development Permit. Failure to construct in accordance with the certified design shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy.
- (ii) A final Finished Construction Floodproofing Certificate (FEMA Form 086-0-34), with supporting data, an operational plan, and an inspection and maintenance plan are required prior to the issuance of a Certificate of Compliance/Occupancy. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the floodproofed design elevation of the reference level and all attendant utilities, in relation to NAVD 1988. Floodproofing certificate shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. The Floodplain Administrator

shall review the certificate data, the operational plan, and the inspection and maintenance plan. Deficiencies detected by such review shall be corrected by the applicant prior to Certificate of Occupancy. Failure to submit the certification or failure to make required corrections shall be cause to deny a Floodplain Development Permit. Failure to construct in accordance with the certified design shall be cause to deny a Certificate of Compliance/Occupancy.

- (c) If a manufactured home is placed within Zones A, AE, AH, AO, A99 and the elevation of the chassis is more than 36 inches in height above grade, an engineered foundation certification is required in accordance with the provisions of Article 5, Section B(3)(b).
- (d) If a watercourse is to be altered or relocated, a description of the extent of watercourse alteration or relocation; a professional engineer's certified report on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects to properties located both upstream and downstream; and a map showing the location of the proposed watercourse alteration or relocation shall all be submitted by the permit applicant prior to issuance of a floodplain development permit.
- (e) Certification Exemptions. The following structures, if located within Zones A, AE, AH, AO, A99, are exempt from the elevation/floodproofing certification requirements specified in items (a) and (b) of this subsection:
 - (i) Recreational Vehicles meeting requirements of Article 5, Section B(6)(a);
 - (ii) Temporary Structures meeting requirements of Article 5, Section B(7); and
 - (iii) Accessory Structures that are 150 square feet or less or \$3,000 or less and meeting requirements of Article 5, Section B(8).

(4) **Determinations for existing buildings and structures.**

For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:

- (a) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;
- (b) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
- (c) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and
- (d) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the NC Building Code and this ordinance is required.

SECTION C. DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR.

The Floodplain Administrator shall perform, but not be limited to, the following duties:

- (1) Review all floodplain development applications and issue permits for all proposed development within Special Flood Hazard Areas to assure that the requirements of this ordinance have been satisfied.
- (2) Review all proposed development within Special Flood Hazard Areas to assure that all necessary local, state and federal

permits have been received, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.

- (3) Notify adjacent communities and the North Carolina Department of Public Safety, Division of Emergency Management, State Coordinator for the National Flood Insurance Program prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency (FEMA).
- (4) Assure that maintenance is provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is maintained.
- (5) Prevent encroachments into floodways and non-encroachment areas unless the certification and flood hazard reduction provisions of Article 5, Section F are met.
- (6) Obtain actual elevation (in relation to NAVD 1988) of the reference level (including basement) and all attendant utilities of all new and substantially improved structures, in accordance with the provisions of Article 4, Section B(3).
- (7) Obtain actual elevation (in relation to NAVD 1988) to which all new and substantially improved structures and utilities have been floodproofed, in accordance with the provisions of Article 4, Section B(3).
- (8) Obtain actual elevation (in relation to NAVD 1988) of all public utilities in accordance with the provisions of Article 4, Section B(3).
- (9) When floodproofing is utilized for a particular structure, obtain certifications from a registered professional engineer or architect in accordance with the provisions of Article 4, Section B(3) and Article 5, Section B(2).
- (10) Where interpretation is needed as to the exact location of boundaries of the Special Flood Hazard Areas, floodways, or non-encroachment areas (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), make the necessary interpretation. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this article.
- (11) When BFE data has not been provided in accordance with the provisions of Article 3, Section B, obtain, review, and reasonably utilize any BFE data, along with floodway data or non-encroachment area data available from a federal, state, or other source, including data developed pursuant to Article 5, Section D(2)(c), in order to administer the provisions of this ordinance.
- (12) When BFE data is provided but no floodway or non-encroachment area data has been provided in accordance with the provisions of Article 3, Section B, obtain, review, and reasonably utilize any floodway data or non-encroachment area data available from a federal, state, or other source in order to administer the provisions of this ordinance.
- (13) When the lowest floor and the lowest adjacent grade of a structure or the lowest ground elevation of a parcel in a Special Flood Hazard Area is above the BFE, advise the property owner of the option to apply for a Letter of Map Amendment (LOMA) from FEMA. Maintain a copy of the LOMA issued by FEMA in the floodplain development permit file.
- (14) Permanently maintain all records that pertain to the administration of this ordinance and make these records available for public inspection, recognizing that such information may be subject to the Privacy Act of 1974, as amended.
- (15) Make on-site inspections of work in progress. As the work pursuant to a floodplain development permit progresses, the Floodplain Administrator shall make as many inspections of the work as may be necessary to ensure that the work is being done according to the provisions of the local ordinance and the terms of the permit. In exercising this power, the Floodplain Administrator has a right, upon presentation of proper credentials, to enter on any premises within the jurisdiction of the community at any reasonable hour for the purposes of inspection or other enforcement action.
- (16) Issue stop-work orders as required. Whenever a building or part thereof is being constructed, reconstructed, altered, or repaired in violation of this ordinance, the Floodplain Administrator may order the work to be immediately stopped. The stop-work order shall be in writing and directed to the person doing or in charge of the work. The stop-work order shall state the specific work to be stopped, the specific reason(s) for the stoppage, and the condition(s) under which the

work may be resumed. Violation of a stop-work order constitutes a misdemeanor.

- (17) Revoke floodplain development permits as required. The Floodplain Administrator may revoke and require the return of the floodplain development permit by notifying the permit holder in writing stating the reason(s) for the revocation. Permits shall be revoked for any substantial departure from the approved application, plans, and specifications; for refusal or failure to comply with the requirements of State or local laws; or for false statements or misrepresentations made in securing the permit. Any floodplain development permit mistakenly issued in violation of an applicable State or local law may also be revoked.
- (18) Make periodic inspections throughout the Special Flood Hazard Areas within the jurisdiction of the community. The Floodplain Administrator and each member of his or her inspections department shall have a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction of the department at any reasonable hour for the purposes of inspection or other enforcement action.
- (19) Follow through with corrective procedures of Article 4, Section D.
- (20) Review, provide input, and make recommendations for variance requests.
- (21) Maintain a current map repository to include, but not limited to, historical and effective FIS Report, historical and effective FIRM and other official flood maps and studies adopted in accordance with the provisions of Article 3, Section B of this ordinance, including any revisions thereto including Letters of Map Change, issued by FEMA. Notify State and FEMA of mapping needs.
- (22) Coordinate revisions to FIS reports and FIRMs, including Letters of Map Revision Based on Fill (LOMR-Fs) and Letters of Map Revision (LOMRs).

SECTION D. CORRECTIVE PROCEDURES.

- (1) Violations to be corrected: When the Floodplain Administrator finds violations of applicable state and local laws; it shall be his or her duty to notify the owner or occupant of the building of the violation. The owner or occupant shall immediately remedy each of the violations of law cited in such notification.
- (2) Actions in Event of Failure to Take Corrective Action: If the owner of a building or property shall fail to take prompt corrective action, the Floodplain Administrator shall give the owner written notice, by certified or registered mail to the owner's last known address or by personal service, stating:
 - (a) That the building or property is in violation of the floodplain management regulations;
 - (b) That a hearing will be held before the Floodplain Administrator at a designated place and time, not later than ten (10) days after the date of the notice, at which time the owner shall be entitled to be heard in person or by counsel and to present arguments and evidence pertaining to the matter; and
 - (c) That following the hearing, the Floodplain Administrator may issue an order to alter, vacate, or demolish the building; or to remove fill as applicable.
- (3) Order to Take Corrective Action: If, upon a hearing held pursuant to the notice prescribed above, the Floodplain Administrator shall find that the building or development is in violation of the Flood Damage Prevention Ordinance, he or she shall issue an order in writing to the owner, requiring the owner to remedy the violation within a specified time period, not less than sixty (60) calendar days, nor more than least 180 calendar days. Where the Floodplain Administrator finds that there is imminent danger to life or other property, he or she may order that corrective action be taken in such lesser period as may be feasible.
- (4) Appeal: Any owner who has received an order to take corrective action may appeal the order to the local elected governing body by giving notice of appeal in writing to the Floodplain Administrator and the clerk within ten (10) days following issuance of the final order. In the absence of an appeal, the order of the Floodplain Administrator shall be final. The local governing body shall hear an appeal within a reasonable time and may affirm, modify and affirm, or

revoke the order.

- (5) Failure to Comply with Order: If the owner of a building or property fails to comply with an order to take corrective action for which no appeal has been made or fails to comply with an order of the governing body following an appeal, the owner shall be guilty of a Class 1 misdemeanor pursuant to NC G.S. § 143-215.58 and shall be punished at the discretion of the court.

SECTION E. VARIANCE PROCEDURES.

- (1) The Board of Adjustment as established by Sampson County, hereinafter referred to as the “appeal board”, shall hear and decide requests for variances from the requirements of this ordinance.
- (2) Any person aggrieved by the decision of the appeal board may appeal such decision to the Court, as provided in Chapter 7A of the North Carolina General Statutes.
- (3) Variances may be issued for:
 - (a) The repair or rehabilitation of historic structures upon the determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and that the variance is the minimum necessary to preserve the historic character and design of the structure;
 - (b) Functionally dependent facilities if determined to meet the definition as stated in Article 2 of this ordinance, provided provisions of Article 4, Section E(9)(b), (c), and (e) have been satisfied, and such facilities are protected by methods that minimize flood damages during the base flood and create no additional threats to public safety; or
 - (c) Any other type of development provided it meets the requirements of this Section.
- (4) In passing upon variances, the appeal board shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this ordinance, and:
 - (a) The danger that materials may be swept onto other lands to the injury of others;
 - (b) The danger to life and property due to flooding or erosion damage;
 - (c) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - (d) The importance of the services provided by the proposed facility to the community;
 - (e) The necessity to the facility of a waterfront location as defined under Article 2 of this ordinance as a functionally dependent facility, where applicable;
 - (f) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
 - (g) The compatibility of the proposed use with existing and anticipated development;
 - (h) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
 - (i) The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - (j) The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
 - (k) The costs of providing governmental services during and after flood conditions including maintenance and repair

of public utilities and facilities such as sewer, gas, electrical and water systems, and streets and bridges.

- (5) A written report addressing each of the above factors shall be submitted with the application for a variance.
- (6) Upon consideration of the factors listed above and the purposes of this ordinance, the appeal board may attach such conditions to the granting of variances as it deems necessary to further the purposes and objectives of this ordinance.
- (7) Any applicant to whom a variance is granted shall be given written notice specifying the difference between the BFE and the elevation to which the structure is to be built and that such construction below the BFE increases risks to life and property, and that the issuance of a variance to construct a structure below the BFE may result in increased premium rates for flood insurance up to \$25 per \$100 of insurance coverage. Such notification shall be maintained with a record of all variance actions, including justification for their issuance.
- (8) The Floodplain Administrator shall maintain the records of all appeal actions and report any variances to the FEMA and the State of North Carolina upon request.
- (9) Conditions for Variances:
 - (a) Variances shall not be issued when the variance will make the structure in violation of other federal, state, or local laws, regulations, or ordinances.
 - (b) Variances shall not be issued within any designated floodway or non-encroachment area if the variance would result in any increase in flood levels during the base flood discharge.
 - (c) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 - (d) Variances shall only be issued prior to development permit approval.
 - (e) Variances shall only be issued upon:
 - (i) A showing of good and sufficient cause;
 - (ii) A determination that failure to grant the variance would result in exceptional hardship; and
 - (iii) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, or extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
- (10) A variance may be issued for solid waste disposal facilities or sites, hazardous waste management facilities, salvage yards, and chemical storage facilities that are located in Special Flood Hazard Areas provided that all of the following conditions are met.
 - (a) The use serves a critical need in the community.
 - (b) No feasible location exists for the use outside the Special Flood Hazard Area.
 - (c) The reference level of any structure is elevated or floodproofed to at least the Regulatory Flood Protection Elevation.
 - (d) The use complies with all other applicable federal, state and local laws.
 - (e) The Sampson County has notified the Secretary of the North Carolina Department of Public Safety of its intention to grant a variance at least thirty (30) calendar days prior to granting the variance.

ARTICLE 5. PROVISIONS FOR FLOOD HAZARD REDUCTION.

SECTION A. GENERAL STANDARDS.

In all Special Flood Hazard Areas the following provisions are required:

- (1) All new construction and substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse, and lateral movement of the structure.
- (2) All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage in accordance with the FEMA Technical Bulletin 2, *Flood Damage-Resistant Materials Requirements*.
- (3) All new construction and substantial improvements shall be constructed by methods and practices that minimize flood damages.
- (4) All new electrical, heating, ventilation, plumbing, air conditioning equipment, and other service equipment shall be located at or above the RFPE or designed and installed to prevent water from entering or accumulating within the components during the occurrence of the base flood. These include, but are not limited to, HVAC equipment, water softener units, bath/kitchen fixtures, ductwork, electric/gas meter panels/boxes, utility/cable boxes, water heaters, and electric outlets/switches.
 - (a) Replacements part of a substantial improvement, electrical, heating, ventilation, plumbing, air conditioning equipment, and other service equipment shall also meet the above provisions.
 - (b) Replacements that are for maintenance and not part of a substantial improvement, may be installed at the original location provided the addition and/or improvements only comply with the standards for new construction consistent with the code and requirements for the original structure.
- (5) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system.
- (6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into flood waters.
- (7) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.
- (8) Nothing in this ordinance shall prevent the repair, reconstruction, or replacement of a building or structure existing on the effective date of this ordinance and located totally or partially within the floodway, non-encroachment area, or stream setback, provided there is no additional encroachment below the Regulatory Flood Protection Elevation in the floodway, non-encroachment area, or stream setback, and provided that such repair, reconstruction, or replacement meets all of the other requirements of this ordinance.
- (9) New solid waste disposal facilities and sites, hazardous waste management facilities, salvage yards, and chemical storage facilities shall not be permitted, except by variance as specified in Article 4, Section E(10). A structure or tank for chemical or fuel storage incidental to an allowed use or to the operation of a water treatment plant or wastewater treatment facility may be located in a Special Flood Hazard Area only if the structure or tank is either elevated or floodproofed to at least the Regulatory Flood Protection Elevation and certified in accordance with the provisions of Article 4, Section B(3).
- (10) All subdivision proposals and other development proposals shall be consistent with the need to minimize flood damage.
- (11) All subdivision proposals and other development proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage.
- (12) All subdivision proposals and other development proposals shall have adequate drainage provided to reduce exposure

to flood hazards.

- (13) All subdivision proposals and other development proposals shall have received all necessary permits from those governmental agencies for which approval is required by federal or state law, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.
- (14) When a structure is partially located in a Special Flood Hazard Area, the entire structure shall meet the requirements for new construction and substantial improvements.
- (15) When a structure is located in multiple flood hazard zones or in a flood hazard risk zone with multiple base flood elevations, the provisions for the more restrictive flood hazard risk zone and the highest BFE shall apply.

SECTION B. SPECIFIC STANDARDS.

In all Special Flood Hazard Areas where BFE data has been provided, as set forth in Article 3, Section B, or Article 5, Section D, the following provisions, in addition to the provisions of Article 5, Section A, are required:

- (1) Residential Construction. New construction and substantial improvement of any residential structure (including manufactured homes) shall have the reference level, including basement, elevated no lower than the Regulatory Flood Protection Elevation, as defined in Article 2 of this ordinance.
- (2) Non-Residential Construction. New construction and substantial improvement of any commercial, industrial, or other non-residential structure shall have the reference level, including basement, elevated no lower than the Regulatory Flood Protection Elevation, as defined in Article 2 of this ordinance. Structures located in Zones A, AE, AH, AO, A99 may be floodproofed to the Regulatory Flood Protection Elevation in lieu of elevation provided that all areas of the structure, together with attendant utility and sanitary facilities, below the Regulatory Flood Protection Elevation are watertight with walls substantially impermeable to the passage of water, using structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. For AO Zones, the floodproofing elevation shall be in accordance with Article 5, Section G (2). A registered professional engineer or architect shall certify that the floodproofing standards of this subsection are satisfied. Such certification shall be provided to the Floodplain Administrator as set forth in Article 4, Section B(3), along with the operational plan and the inspection and maintenance plan.
- (3) Manufactured Homes.
 - (a) New and replacement manufactured homes shall be elevated so that the reference level of the manufactured home is no lower than the Regulatory Flood Protection Elevation, as defined in Article 2 of this ordinance.
 - (b) Manufactured homes shall be securely anchored to an adequately anchored foundation to resist flotation, collapse, and lateral movement, either by certified engineered foundation system, or in accordance with the most current edition of the State of North Carolina Regulations for Manufactured Homes adopted by the Commissioner of Insurance pursuant to NCGS 143-143.15. Additionally, when the elevation would be met by an elevation of the chassis thirty-six (36) inches or less above the grade at the site, the chassis shall be supported by reinforced piers or engineered foundation. When the elevation of the chassis is above thirty-six (36) inches in height, an engineering certification is required.
 - (c) All enclosures or skirting below the lowest floor shall meet the requirements of Article 5, Section B(4).
 - (d) An evacuation plan must be developed for evacuation of all residents of all new, substantially improved or substantially damaged manufactured home parks or subdivisions located within flood prone areas. This plan shall be filed with and approved by the Floodplain Administrator and the local Emergency Management Coordinator.
- (4) Elevated Buildings. Fully enclosed area, of new construction and substantially improved structures, which is below the lowest floor:
 - (a) Shall not be designed or used for human habitation, but shall only be used for parking of vehicles, building access, or limited storage of maintenance equipment used in connection with the premises. Access to the enclosed area

shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment (standard exterior door), or entry to the living area (stairway or elevator). The interior portion of such enclosed area shall not be finished or partitioned into separate rooms, except to enclose storage areas;

- (b) Shall not be temperature-controlled or conditioned;
- (c) Shall be constructed entirely of flood resistant materials at least to the Regulatory Flood Protection Elevation; and
- (d) Shall include, in Zones A, AE, AH, AO, A99 flood openings to automatically equalize hydrostatic flood forces on walls by allowing for the entry and exit of floodwaters. To meet this requirement, the openings must either be certified by a professional engineer or architect or meet or exceed the following minimum design criteria:
 - (i) A minimum of two flood openings on different sides of each enclosed area subject to flooding;
 - (ii) The total net area of all flood openings must be at least one (1) square inch for each square foot of enclosed area subject to flooding;
 - (iii) If a building has more than one enclosed area, each enclosed area must have flood openings to allow floodwaters to automatically enter and exit;
 - (iv) The bottom of all required flood openings shall be no higher than one (1) foot above the higher of the interior or exterior adjacent grade;
 - (v) Flood openings may be equipped with screens, louvers, or other coverings or devices, provided they permit the automatic flow of floodwaters in both directions; and
 - (vi) Enclosures made of flexible skirting are not considered enclosures for regulatory purposes, and, therefore, do not require flood openings. Masonry or wood underpinning, regardless of structural status, is considered an enclosure and requires flood openings as outlined above.

(5) Additions/Improvements.

- (a) Additions and/or improvements to pre-FIRM structures when the addition and/or improvements in combination with any interior modifications to the existing structure are:
 - (i) Not a substantial improvement, the addition and/or improvements must be designed to minimize flood damages and must not be any more non-conforming than the existing structure.
 - (ii) A substantial improvement, with modifications/rehabilitations/improvements to the existing structure or the common wall is structurally modified more than installing a doorway, both the existing structure and the addition must comply with the standards for new construction.
- (b) Additions to pre-FIRM or post-FIRM structures that are a substantial improvement with no modifications/rehabilitations/improvements to the existing structure other than a standard door in the common wall, shall require only the addition to comply with the standards for new construction.
- (c) Additions and/or improvements to post-FIRM structures when the addition and/or improvements in combination with any interior modifications to the existing structure are:
 - (i) Not a substantial improvement, the addition and/or improvements only must comply with the standards for new construction consistent with the code and requirements for the original structure.
 - (ii) A substantial improvement, both the existing structure and the addition and/or improvements must comply with the standards for new construction.
- (d) Any combination of repair, reconstruction, rehabilitation, addition or improvement of a building or structure

taking place during a 1 year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started must comply with the standards for new construction. For each building or structure, the 1 year period begins on the date of the first improvement or repair of that building or structure subsequent to the effective date of this ordinance. Substantial damage also means flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The requirement does not, however, include either:

- (i) Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assume safe living conditions.
- (ii) Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

(6) Recreational Vehicles. Recreational vehicles shall either:

(a) Temporary Placement

- (i) Be on site for fewer than 180 consecutive days; or
- (ii) Be fully licensed and ready for highway use. (A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities, and has no permanently attached additions.)

(b) Permanent Placement. Recreational vehicles that do not meet the limitations of Temporary Placement shall meet all the requirements for new construction.

(7) Temporary Non-Residential Structures. Prior to the issuance of a floodplain development permit for a temporary structure, the applicant must submit to the Floodplain Administrator a plan for the removal of such structure(s) in the event of a hurricane, flash flood or other type of flood warning notification. The following information shall be submitted in writing to the Floodplain Administrator for review and written approval:

- (a) A specified time period for which the temporary use will be permitted. Time specified may not exceed three (3) months, renewable up to one (1) year;
- (b) The name, address, and phone number of the individual responsible for the removal of the temporary structure;
- (c) The time frame prior to the event at which a structure will be removed (i.e., minimum of 72 hours before landfall of a hurricane or immediately upon flood warning notification);
- (d) A copy of the contract or other suitable instrument with the entity responsible for physical removal of the structure; and
- (e) Designation, accompanied by documentation, of a location outside the Special Flood Hazard Area, to which the temporary structure will be moved.

(8) Accessory Structures. When accessory structures (sheds, detached garages, etc.) are to be placed within a Special Flood Hazard Area, the following criteria shall be met:

- (a) Accessory structures shall not be used for human habitation (including working, sleeping, living, cooking or restroom areas);
- (b) Accessory structures shall not be temperature-controlled;

- (c) Accessory structures shall be designed to have low flood damage potential;
- (d) Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters;
- (e) Accessory structures shall be firmly anchored in accordance with the provisions of Article 5, Section A(1);
- (f) All service facilities such as electrical shall be installed in accordance with the provisions of Article 5, Section A(4); and
- (g) Flood openings to facilitate automatic equalization of hydrostatic flood forces shall be provided below Regulatory Flood Protection Elevation in conformance with the provisions of Article 5, Section B(4)(d).

An accessory structure with a footprint less than 150 square feet or that is a minimal investment of \$3,000 or less and satisfies the criteria outlined above is not required to meet the elevation or floodproofing standards of Article 5, Section B (2). Elevation or floodproofing certifications are required for all other accessory structures in accordance with Article 4, Section B(3).

- (9) Tanks. When gas and liquid storage tanks are to be placed within a Special Flood Hazard Area, the following criteria shall be met:

- (a) Underground tanks. Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty;
- (b) Above-ground tanks, elevated. Above-ground tanks in flood hazard areas shall be elevated to or above the Regulatory Flood Protection Elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area;
- (c) Above-ground tanks, not elevated. Above-ground tanks that do not meet the elevation requirements of Article 5, Section B (2) of this ordinance shall be permitted in flood hazard areas provided the tanks are designed, constructed, installed, and anchored to resist all flood-related and other loads, including the effects of buoyancy, during conditions of the design flood and without release of contents in the floodwaters or infiltration by floodwaters into the tanks. Tanks shall be designed, constructed, installed, and anchored to resist the potential buoyant and other flood forces acting on an empty tank during design flood conditions.
- (d) Tank inlets and vents. Tank inlets, fill openings, outlets and vents shall be:
 - (i) At or above the Regulatory Flood Protection Elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and
 - (ii) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

- (10) Other Development.

- (a) Fences in regulated floodways and NEAs that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of Article 5, Section F of this ordinance.
- (b) Retaining walls, sidewalks and driveways in regulated floodways and NEAs. Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of Article 5, Section F of this ordinance.
- (c) Roads and watercourse crossings in regulated floodways and NEAs. Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of Article 5,

Section F of this ordinance.

SECTION C. RESERVED.

SECTION D. STANDARDS FOR FLOODPLAINS WITHOUT ESTABLISHED BASE FLOOD ELEVATIONS.

Within the Special Flood Hazard Areas designated as Approximate Zone A and established in Article 3, Section B, where no BFE data has been provided by FEMA, the following provisions, in addition to the provisions of Article 5, Section A, shall apply:

- (1) No encroachments, including fill, new construction, substantial improvements or new development shall be permitted within a distance of twenty (20) feet each side from top of bank or five times the width of the stream, whichever is greater, unless certification with supporting technical data by a registered professional engineer is provided demonstrating that such encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.
- (2) The BFE used in determining the Regulatory Flood Protection Elevation shall be determined based on the following criteria:
 - (a) When BFE data is available from other sources, all new construction and substantial improvements within such areas shall also comply with all applicable provisions of this ordinance and shall be elevated or floodproofed in accordance with standards in Article 5, Sections A and B.
 - (b) When floodway or non-encroachment data is available from a Federal, State, or other source, all new construction and substantial improvements within floodway and non-encroachment areas shall also comply with the requirements of Article 5, Sections B and F.
 - (c) All subdivision, manufactured home park and other development proposals shall provide BFE data if development is greater than five (5) acres or has more than fifty (50) lots/manufactured home sites. Such BFE data shall be adopted by reference in accordance with Article 3, Section B and utilized in implementing this ordinance.
 - (d) When BFE data is not available from a Federal, State, or other source as outlined above, the reference level shall be elevated or floodproofed (nonresidential) to or above the Regulatory Flood Protection Elevation, as defined in Article 2. All other applicable provisions of Article 5, Section B shall also apply.

SECTION E. STANDARDS FOR RIVERINE FLOODPLAINS WITH BASE FLOOD ELEVATIONS BUT WITHOUT ESTABLISHED FLOODWAYS OR NON-ENCROACHMENT AREAS.

Along rivers and streams where BFE data is provided by FEMA or is available from another source but neither floodway nor non-encroachment areas are identified for a Special Flood Hazard Area on the FIRM or in the FIS report, the following requirements shall apply to all development within such areas:

- (1) Standards of Article 5, Sections A and B; and
- (2) Until a regulatory floodway or non-encroachment area is designated, no encroachments, including fill, new construction, substantial improvements, or other development, shall be permitted unless certification with supporting technical data by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point within the community.

SECTION F. FLOODWAYS AND NON-ENCROACHMENT AREAS.

Areas designated as floodways or non-encroachment areas are located within the Special Flood Hazard Areas established in Article 3, Section B. The floodways and non-encroachment areas are extremely hazardous areas due to the velocity of floodwaters that have erosion potential and carry debris and potential projectiles. The following provisions, in addition to standards outlined in Article 5, Sections A and B, shall apply to all development within such areas:

- (1) No encroachments, including fill, new construction, substantial improvements and other developments shall be permitted unless:
 - (a) It is demonstrated that the proposed encroachment would not result in any increase in the flood levels during the occurrence of the base flood discharge, based on hydrologic and hydraulic analyses performed in accordance with standard engineering practice and presented to the Floodplain Administrator prior to issuance of floodplain development permit; or
 - (b) A Conditional Letter of Map Revision (CLOMR) has been approved by FEMA. A Letter of Map Revision (LOMR) must also be obtained within six months of completion of the proposed encroachment.
- (2) If Article 5, Section F(1) is satisfied, all development shall comply with all applicable flood hazard reduction provisions of this ordinance.
- (3) Manufactured homes may be permitted provided the following provisions are met:
 - (a) The anchoring and the elevation standards of Article 5, Section B(3); and
 - (b) The encroachment standards of Article 5, Section F(1).

SECTION G. STANDARDS FOR AREAS OF SHALLOW FLOODING (ZONE AO).

Located within the Special Flood Hazard Areas established in Article 3, Section B, are areas designated as shallow flooding areas. These areas have special flood hazards associated with base flood depths of one (1) to three (3) feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and indeterminate. In addition to Article 5, Sections A and B, all new construction and substantial improvements shall meet the following requirements:

- (1) The reference level shall be elevated at least as high as the depth number specified on the Flood Insurance Rate Map (FIRM), in feet, plus a freeboard of 2 feet, above the highest adjacent grade; or at least 2 feet above the highest adjacent grade if no depth number is specified.
- (2) Non-residential structures may, in lieu of elevation, be floodproofed to the same level as required in Article 5, Section G(1) so that the structure, together with attendant utility and sanitary facilities, below that level shall be watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. Certification is required in accordance with Article 4, Section B(3) and Article 5, Section B(2).
- (3) Adequate drainage paths shall be provided around structures on slopes, to guide floodwaters around and away from proposed structures.

SECTION H. STANDARDS FOR AREAS OF SHALLOW FLOODING (ZONE AH).

Located within the Special Flood Hazard Areas established in Article 3, Section B, are areas designated as shallow flooding areas. These areas are subject to inundation by 1-percent-annual-chance shallow flooding (usually areas of ponding) where average depths are one (1) to three (3) feet. Base Flood Elevations are derived from detailed hydraulic analyses are shown in this zone. In addition to Article 5, Sections A and B, all new construction and substantial improvements shall meet the following requirements:

- (1) Adequate drainage paths shall be provided around structures on slopes, to guide floodwaters around and away from proposed structures.

ARTICLE 6. LEGAL STATUS PROVISIONS.

SECTION A. EFFECT ON RIGHTS AND LIABILITIES UNDER THE EXISTING FLOOD DAMAGE PREVENTION ORDINANCE.

This ordinance in part comes forward by re-enactment of some of the provisions of the Flood Damage Prevention Ordinance enacted April 18th 1988 as amended, and it is not the intention to repeal but rather to re-enact and continue to enforce without interruption of such existing provisions, so that all rights and liabilities that have accrued thereunder are reserved and may be enforced. The enactment of this ordinance shall not affect any action, suit or proceeding instituted or pending. All provisions of the Flood Damage Prevention Ordinance of Sampson County enacted on April 18th 1988, as amended, which are not reenacted herein are repealed.

The date of the initial Flood Damage Prevention Ordinance for each municipal jurisdiction within Sampson County is as follows:

The City of Clinton initial Flood Damage Prevention Ordinance June 7, 1977.

The Town of Autryville initial Flood Damage Prevention Ordinance February 9, 1988.

SECTION B. EFFECT UPON OUTSTANDING FLOODPLAIN DEVELOPMENT PERMITS.

Nothing herein contained shall require any change in the plans, construction, size, or designated use of any development or any part thereof for which a floodplain development permit has been granted by the Floodplain Administrator or his or her authorized agents before the time of passage of this ordinance; provided, however, that when construction is not begun under such outstanding permit within a period of six (6) months subsequent to the date of issuance of the outstanding permit, construction or use shall be in conformity with the provisions of this ordinance.

SECTION C. SEVERABILITY.

If any section, clause, sentence, or phrase of the Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this Ordinance.

SECTION D. EFFECTIVE DATE.

This ordinance shall become effective June 20, 2018.

SECTION E. ADOPTION CERTIFICATION.

I hereby certify that this is a true and correct copy of the Flood Damage Prevention Ordinance as adopted by the County Commissioners of Sampson County, on the 4th day of June, 2018.

WITNESS my hand and the official seal of Clark Wooten, County Commissioner Chairman, this the 4th day of June, 2018.

(signature)

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 2 (a)

Meeting Date: May 7, 2018

<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: Addition of Buckboard Lane (in the Stagecoach Estates Subdivision) to State Secondary Road System

DEPARTMENT: Administration

PUBLIC HEARING: No

CONTACT PERSON(S): Susan J. Holder, Assistant County Manager

PURPOSE: To consider addition of road to secondary roads system, as requested by NCDOT

ATTACHMENTS: Memorandum/Resolution Regarding Addition of Road

BACKGROUND:

The Department of Transportation has provided the Board with a proposed resolution for consideration. The resolution requests that the Department add Buckboard Lane (located in the Stagecoach Estates Subdivision) to the State secondary road system. The NCDOT District Office has completed a field survey which indicates that all property owners have signed the petition. According to the memo received from NCDOT, they are prepared to add the road if the Board adopts the necessary resolution.

RECOMMENDED ACTION OR MOTION:

Motion to adopt a resolution requesting the addition of Buckboard Lane to the state secondary roads system.



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

JAMES H. TROGDON, III
SECRETARY

April 27, 2018

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

Dear Ms. Holder,

This office has completed the investigation of Buckboard Lane in Stagecoach Estates Subdivision in Sampson County. We received a request that this road be added to the State System for maintenance.

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

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

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

Sincerely,

DocuSigned by:

EBE7F67A0D7043B
Kevin Bradshaw
Assistant District Engineer

CKB/ckb

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
5501 BARBADOS BOULEVARD
CASTLE HAYNE, NC 28429-5647

Telephone: (910) 341-2000
Fax: (910) 675-0143
Customer Service: 1-877-368-4968

Website: www.ncdot.gov

Location:
5501 BARBADOS BOULEVARD
CASTLE HAYNE, NC 28429-5647

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

North Carolina

County of Sampson

Road Description Buckboard Lane in Stagecoach Estates Subdivision

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

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

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

CERTIFICATE

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

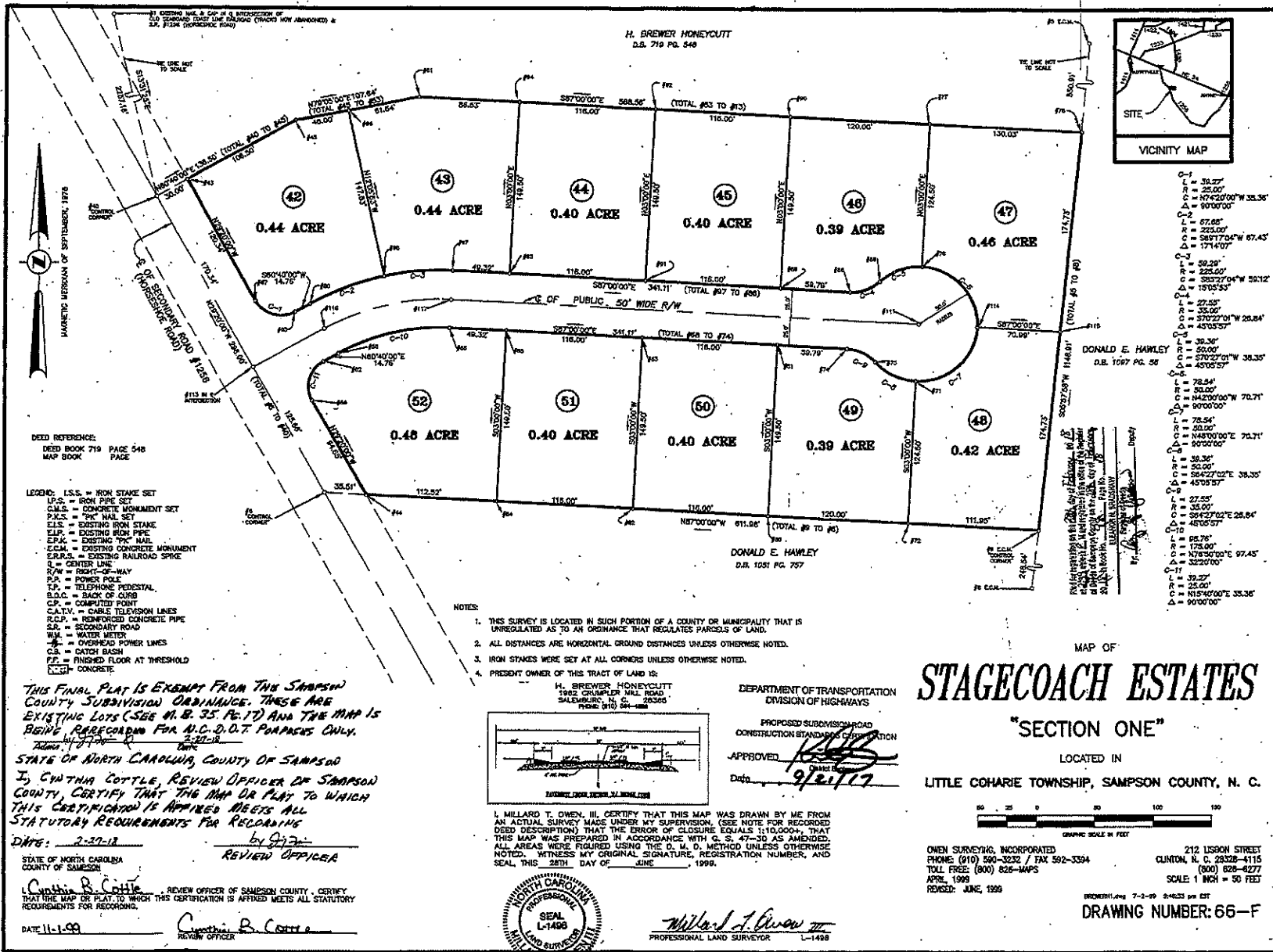
WITNESS my hand and official seal this the _____ day of _____, 20__.

Official Seal

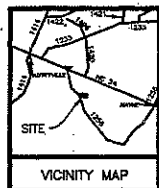
Clerk, Board of Commissioners
County of _____

PLEASE NOTE:

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



H. BREWER HONEYCUTT
D.B. 719 PG. 549



C-1	= 39.27'
C-2	= 25.00'
C-3	= 107423.00"W 33.35'
C-4	= 50700.00'
C-5	= 57.65'
C-6	= 225.00'
C-7	= 58517.04"W 67.45'
C-8	= 1714.00'
C-9	= 59.25'
C-10	= 225.00'
C-11	= 58527.04"W 28.71'
C-12	= 10505.33'
C-13	= 27.55'
C-14	= 335.00'
C-15	= 57027.04"W 28.84'
C-16	= 45055.57'
C-17	= 36.36'
C-18	= 56.00'
C-19	= 58527.04"W 38.35'
C-20	= 45055.57'
C-21	= 78.54'
C-22	= 51.00'
C-23	= 184200.00"W 70.71'
C-24	= 90700.00'
C-25	= 78.54'
C-26	= 20.00'
C-27	= 148700.00'E 70.71'
C-28	= 90700.00'
C-29	= 36.36'
C-30	= 26.00'
C-31	= 58427.02'E 38.35'
C-32	= 45055.57'
C-33	= 27.55'
C-34	= 335.00'
C-35	= 58427.04"W 28.84'
C-36	= 10505.33'
C-37	= 28.78'
C-38	= 175.00'
C-39	= 176350.00'E 97.45'
C-40	= 32220.00'
C-41	= 39.27'
C-42	= 25.00'
C-43	= 107423.00"W 33.35'
C-44	= 50700.00'

DEED REFERENCE:
DEED BOOK 719 PAGE 548
MAP BOOK PAGE

- LEGEND:
- I.S.S. = IRON STAKE SET
 - I.P.S. = IRON PIPE SET
 - C.M.S. = CONCRETE MONUMENT SET
 - P.K.S. = "PK" NAIL SET
 - E.I.S. = EXISTING IRON STAKE
 - E.I.P. = EXISTING IRON PIPE
 - E.P.K. = EXISTING "PK" NAIL
 - E.C.M. = EXISTING CONCRETE MONUMENT
 - E.R.S. = EXISTING RAILROAD SPIC
 - Q. = CENTER LINE
 - R/W = RIGHT-OF-WAY
 - P.P. = POWER POLE
 - T.P. = TELEPHONE PEDESTAL
 - B.O.C. = BACK OF CURB
 - C.P. = COMPUTED POINT
 - C.A.T.V. = CABLE TELEVISION LINES
 - R.C.P. = REINFORCED CONCRETE PIPE
 - S.R. = SECONDARY ROAD
 - W.M. = WATER METER
 - O.P. = OVERHEAD POWER LINES
 - C.B. = CATCH BASIN
 - F.F. = FINISHED FLOOR AT THRESHOLD
 - C. = CONCRETE

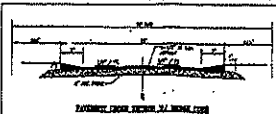
NOTES:

- THIS SURVEY IS LOCATED IN SUCH PORTION OF A COUNTY OR MUNICIPALITY THAT IS UNREGULATED AS TO AN ORDINANCE THAT REGULATES PARCELS OF LAND.
- ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
- IRON STAKES WERE SET AT ALL CORNERS UNLESS OTHERWISE NOTED.
- PRESENT OWNER OF THIS TRACT OF LAND IS:

H. BREWER HONEYCUTT
1982 GRADUATE NAIL ROAD
SALESMAN, N. C. 28355
PHONE 810 941

DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

PROPOSED SUBMISSION ROAD
CONSTRUCTION STANDARDS COMMISSION
APPROVED: *[Signature]*
DATE: 9/21/17



I, MILLARD T. OWEN, III, CERTIFY THAT THIS MAP WAS DRAWN BY ME FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION. (SEE NOTE FOR RECORD) (SEE DESCRIPTION) THAT THE ERROR OF CLOSURE EQUALS 1:10,000+, THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G. S. 47-3D AS AMENDED. ALL AREAS WERE FIGURED USING THE D. M. D. METHOD UNLESS OTHERWISE NOTED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER, AND SEAL THIS 28TH DAY OF JUNE, 1998.



Millard T. Owen III
PROFESSIONAL LAND SURVEYOR L-1498

MAP OF
STAGECOACH ESTATES

"SECTION ONE"

LOCATED IN
LITTLE COHARIE TOWNSHIP, SAMPSON COUNTY, N. C.



OWEN SURVEYING, INCORPORATED
PHONE: (910) 566-3232 / FAX 592-3394
TOLL FREE: (800) 826-WAPS
APRIL 1998
REVISED: JUNE 1999

212 LISBON STREET
CLINTON, N. C. 28328-4115
(910) 628-4277
SCALE 1 INCH = 50 FEET

DRAWING NUMBER: 66-F

THIS FINAL PLAN IS EXEMPT FROM THE SAMPSON COUNTY SUBDIVISION ORDINANCE. THESE ARE EXISTING LOTS (SEE N.C. 35 PG. 17) AND THE MAP IS BEING RECORDED FOR N.C.D.O.T. PURPOSES ONLY.

DATE: 2-27-12
STATE OF NORTH CAROLINA, COUNTY OF SAMPSON
I, **Cynthia B. Cottle**, REVIEW OFFICER OF SAMPSON COUNTY, CERTIFY THAT THIS MAP OR PLAN TO WHICH THIS CERTIFICATION IS APPLIED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

DATE: 11-1-99
STATE OF NORTH CAROLINA, COUNTY OF SAMPSON
I, **Cynthia B. Cottle**, REVIEW OFFICER OF SAMPSON COUNTY, CERTIFY THAT THIS MAP OR PLAN TO WHICH THIS CERTIFICATION IS APPLIED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 2(b)

Meeting Date: May 7, 2018	<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

Convention and Visitors Bureau

Tammy Peterson has submitted her resignation from the CVB due to her workload. The CVB has offered the names of three individuals as possible replacements: Shawn Hobbs (Town of Roseboro STEP Director and Main Street Director), Bart Rice (SCC Director of Small Business) and Deborah Thompson (Owner of Simply NC). The CVB requests that the appointee's new term expire on June 30, 2021 (rather than June 2018) to eliminate the need for another Board action in just a month.

Juvenile Crime Prevention Council (JCPC)

The JCPC Board has recommended the appointment of the following:
 Melissa Reese - to replace Courtney Cox of Eastpointe Mental Health
 Dr. Wesley Johnson - to replace Col. Tommy Macon of Sampson County Schools

Library Board of Trustees

Natalie Smith of Newton Grove is recommended as a replacement appointment for Jill Usher, at the request of the Library Board of Trustees.

Workforce Development Board (WOIA)

There are three members whose terms expire in June. Mr. Eugene Pearsall and Edward Timmons are eligible and willing to be reappointed. Ms. Donna Williams is eligible, but does not wish to be reappointed.

DATE: 10 April 2018

TO: Mrs. Sue Lee, Vice Chair, Sampson County Board of Commissioners
VIA: Ed Causey, County Manager
Susan Holder, Assistant County Manager



FROM: Sheila Barefoot, CVB Director

SUBJECT: CVB Board Appointments

This letter is to inform you that Mrs. Tammy Peterson has submitted her resignation to the Sampson County Convention & Visitors Bureau Board of Directors. Mrs. Peterson stated that due to her work load with Hubb's Farm, other statewide organizations and family obligations that she does not have the time to serve in the capacity that she feels the position deserves. Mrs. Peterson's position on the board is to serve representing a Sampson County business.

Over the past couple of months, the CVB Board has discussed and recommended the names of numerous individuals to potentially serve as a member of the CVB Board upon review and subsequent approval by the BOC. The Board has focused on individuals outside the City of Clinton that represent a Sampson County business that is directly or indirectly involved in the tourism industry.

The CVB Board would like to recommend that Mr. Shawn Hobbs be appointed to fill the unexpired term of Mrs. Peterson subject to consideration and approval by the BOC. Mr. Hobbs is the Main Street Director for the Town of Roseboro and the Director of the STEP Prosperity Program and the Community Garden in Roseboro. He works to promote Roseboro in a manner to attract visitors to the area.

As in past recommendations, the CVB Board would also offer the following individuals as potential candidates. Mr. Bart Rice, Director Small Business, with the Sampson County Community College. The CVB has worked with Mr. Rice and the Community College pertaining program areas to benefit business owners. Also, Mrs. Deborah Thompson, Owner, Simply NC. Ms. Thompson has operated her business in downtown Clinton offering NC and Sampson County products and gift baskets.

Since Mrs. Peterson's term expires on June 30, 2018, the CVB Board requests that the appointment of a replacement be made with the term expiring June 30, 2021. By making the appointment a three-year term, it would eliminate this topic from coming back to the BOC in June.

These three individuals contact information are on the following page.

If you should have any questions or requiree additional information, please contact me at 910-592-2557 or sbarefoot@visitsampsonnc.com.

Thank you for all you do for the Sampson County Convention and Visitors Bureau.

Sincerely

Sheila Barefoot
CVB Director

CONTACT INFORMATION:

Mr. Shawn Hobbs
106 W. Roseboro Street
Roseboro, NC 28382
910-850-1414
shawnhobbsdesigns@hotmail.com

Mr. Bart Rice
739 Carter Town Road
Clinton, NC 28328
910-900-4025
brice@sampsoncc.edu

Ms. Deborah Thompson
100 E. Main Street
Clinton, NC 28328
910-590-2939
deborahrosethompson@gmail.com

NORTH CAROLINA'S
SAMPSON COUNTY

FINANCE DEPARTMENT
David K. Clack, Finance Director

March 5, 2018

Susan J. Holder
Sampson County Assistant County Manager
406 County Complex Road
Clinton, NC 28328

From: Sampson County Juvenile Crime Prevention Council

Subject: Recommendation(s) to the Board of Commissioners
Mrs. Holder,

The Sampson County Juvenile Crime Prevention Council met Monday, February 12, 2018. This meeting resulted in requesting the appointment of a new member to the JCPC Board. The JCPC would like to present a recommendation for the appointment of Mrs. Melissa Reese of Eastpointe Mental Health to the Juvenile Justice Council as a new member. Mrs. Reese will be replacing Courtney Cox, also with Eastpointe Mental Health. The Council also would like to present a recommendation to allow membership to the JCPC board for Dr. Wesley Johnson, Sampson County Schools. Dr. Johnson will be replacing Mr. Tommy Macon with his retirement from the schools.

Thank you for your continued support and interest for the youth of Sampson County and your consideration of this request.

Respectfully,



Reverend Dudley Neal
Chairman, Sampson County Juvenile Crime Prevention Council

Susan Holder

From: Rosalind Cross <rcros422@cccc.edu>
Sent: Wednesday, March 28, 2018 2:33 PM
To: Susan Holder
Cc: Pearsall, Eugene; Donna Williams; Edward W. Timmons
Subject: Re: Triangle South Workforce Development Board Appointments

Good afternoon:

According to the roster of the Triangle South Workforce Development Board, the following members have appointments that will expire, effective June 30, 2018, as follows:

Eugene Pearsall
Donna Williams
Edward Timmons

All three are eligible for reappointment if they so desire to continue serving and if the Board of Commissioners will allow the reappointment. The board does not have term limits. All have served the board well, are engaged by serving on various committees of the board, and attend meetings regularly.

Best,

Roz

--

ATTENTION: The administrative offices and staff of the Triangle South Workforce Development Board have MOVED to Central Carolina Community College's Center for Workforce Innovation! Effective November 29th, our new address is 5910 Enterprise Park Drive, Sanford, NC 27330, (Previously 5910 Clyde Rhyne Road).

Rosalind M. Cross

Director of Workforce Development and WIOA Programs
Triangle South Workforce Development Board
Central Carolina Community College

rcross@cccc.edu

www.trianglesouthworkforce.com

Phone: [\(919\) 777-7795](tel:(919)777-7795)

Cell: [\(919\) 935-4069](tel:(919)935-4069)

FAX: [\(919\) 718-7071](tel:(919)718-7071)

Physical and Mailing Address:

Center for Workforce Innovation
5910 Enterprise Park Drive - Office # A110
Sanford, NC 27330

Susan Holder

From: Temporary Connections <temporary61@outlook.com>
Sent: Monday, April 02, 2018 4:50 PM
To: Susan Holder
Subject: Board Appointment

Good Afternoon! I see that my term on the Workforce Development Board will expire on June 30. I do not wish to be appointed to another term. It is becoming difficult to make it to the meetings, and if I cannot give 100% it is not fair to the other members on the board. I have learned a great deal and tried to contribute whatever I could to benefit Sampson County. If other appointments arise and my circumstances change, I would be open to another opportunity.

Donna Williams
Temporary Connections
Phone 910 592 5438
Fax 910 592 4400
temporary61@outlook.com

The Sampson County Board of Commissioners convened for their regular meeting at 6:00 p.m. on Monday, April 2, 2018 in the County Auditorium, 435 Rowan Road in Clinton, North Carolina. Members present: Chairman Clark Wooten, Vice Chairperson Sue Lee, and Commissioners Thaddeus Godwin, Jerol Kivett and Harry Parker.

Chairman Wooten convened the meeting and recognized Vice Chairperson Lee. She called upon Commissioner Godwin for the invocation. Vice Chairperson Lee then led the Pledge Allegiance.

Approval of Agenda

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

Item 1: Roads

Quarterly Report NCDOT District Engineer Keith Eason provided the Board with a quarterly report providing updates on maintenance projects such as the resurfacing projects of US Hwy 701 from Garland through Clinton and US Hwy 13 from Spivey's Corner to the Cumberland County line, and other secondary routes. He also noted that all repair projects stemming from Hurricane Matthew had been completed.

Adoption of County Resolution NCDOT Project #47777 Mr. Eason informed the Board that NCDOT was preparing to install approximately 1900 feet of center turn lane on NC 24 east of Clinton. He explained that the roadway would be constructed with state funds, but required the adoption of the county resolution provided in the agenda. Mr. Eason stated that the turning lane would help with traffic flow and increase safety. Upon a motion made by Commissioner Parker and seconded by Commissioner Godwin, the Board voted unanimously to adopt the NCDOT resolution approving the construction of the center turn lane on NC 24 (NCDOT Project #47777) (Copy filed in Inc. Minute Book ____ Page ____).

Item 2: Reports and Presentations

Recognition of Retiree Retiree Rebecca Hairr was not present to receive the plaque recognizing her years of service.

Presentation - Courthouse Needs The chairman recognized Resident Superior Court Judge Albert D. Kirby, Jr. who presented the Board with concerns regarding

Courthouse security and needed accommodations for jurors and jury pools. Judge Kirby noted that the primary area of concern was the common hall space which is shared by citizens and court officials. He also noted the concern for the Courthouse guests who were often required to wait outside for court sessions due to lack of indoor space. He stated that Sheriff Jimmy Thornton, the Clerk of Court, certain Courthouse security staff, and he had conversed about possibly building on to the building, or even acquiring the building next to the Courthouse Extension to serve as a waiting area.

Item 3: Action Items

Public Hearing – Consideration of Appropriations and Expenditures for Economic Development Activities Related to Farm Fresh Produce Distribution, Inc. The Chairman opened the hearing and acknowledged Economic Developer John Swope who provided the Board with an information packet and gave a brief overview of Farm Fresh Produce Distribution, Inc., and the appropriations and expenditures to be considered. Mr. Swope informed the Board that any appropriations and expenditures would be made pursuant to an incentive agreement, and that under the agreement, the County would provide performance-based business incentive payments to Farm Fresh Produce Distribution, Inc. over a five-year period in the amount of \$74,036. The company would commit to make certain capital investments in the County and maintain certain levels of employment, and that if the company failed to meet those levels it would be held accountable to the clawback provisions stated in the contract. The potential public benefits anticipated to be derived from the agreement included a taxable investment of \$4,100,000, tax revenues of \$260,931 (prior to GBI) and \$186,896 (after GBI), and employment of 36 full-time jobs at an average annual salary of \$21,000 - \$22,000. He also noted that the company proposed to expand their existing 82,400 square foot building with a new addition of 62,500 square feet. The Chairman opened the floor for public comment, and none were received. The hearing was closed. Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Godwin, the Board voted unanimously to adopt a resolution approving the incentives agreement (Copy filed in Inc. Minute Book ____ Page ____).

Public Hearing – Consideration of Amendments to Animal Control Ordinance The Chairman opened the hearing and recognized County Attorney Joel Starling, who informed the Board that updates to Article I, Section 1-3 and Article III, Sections 1-33 and 1-38 of the Sampson County Animal Control Ordinance were necessary due to the changes in terminology for the Board of Health following consolidation. Mr. Starling briefly revisited the Board’s new responsibilities, as stated in the recently adopted resolutions. The Chairman opened the floor for public comment, and none were received. The hearing was closed. Upon a motion made by Vice Chairperson Lee and seconded by Chairman Wooten, the Board voted unanimously to adopt a resolution approving the amendments to Animal Control Ordinance as provided (Copy filed in Inc. Minute Book ____ Page ____).

Adoption of Resolutions Related to Consolidation of Human Service Agencies
County Attorney Joel Starling presented the Board with the proposed resolutions which set forth the authorities and duties of the Board of Commissioners and Social Services and Health Advisory Committees upon consolidation. Mr. Starling noted that according to the resolutions, the Board could delegate certain authorities and reserve certain authorities pursuant to and consistent with related statutes. Chairman Wooten asked for clarification on the authorities regarding the appointment, disciplining, and termination of the Social Services Director, and Mr. Starling noted the portions of the resolutions which note that “the Board expressly reserves to itself the power to make, in consultation with and after conferring with the County Manager, personnel decisions with respect to the Director of the Sampson County Department of Social Services, including, but not limited to, the authority to appoint, discipline, and terminate the employment of the Director of the Sampson County Department of Social Services; provided, however, that the County Manager shall assist and advise the Board in its review of the work performance of the Director of the Sampson County Department of Social Services.” Upon a motion made by Commissioner Kivett and seconded by Commissioner Parker, the Board voted unanimously to adopt the resolution delegating certain authorities to the Social Services Advisory Committee and reserving certain authorities to the Board of Commissioners.

With regard to the resolution related to the Health Department, Attorney Starling clarified that the agencies were not consolidated, but that the responsibilities were subsumed under the Board pursuant to related statutes. He noted that, acknowledging the constraints imposed by the General Statutes, the Board of Commissioners essentially maintained the same responsibilities for personnel as noted with the Social Services Advisory Committee. Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Godwin, the Board voted unanimously to adopt the resolution delegating certain authorities to the Health Department Advisory Committee and reserving certain authorities to the Board of Commissioners.

Appointment - Sampson Community College Board of Trustees Upon a motion made by Vice Chairperson Lee and seconded by Chairman Wooten, the Board voted unanimously to appoint Joyce Herring to the Sampson Community College Board of Trustees.

Appointment - Town of Faison Planning Board, ETJ Member Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Kivett, the Board voted unanimously to appoint Kendrick Faison to the Town of Faison Planning Board as an ETJ member.

Item 4: Consent Agenda

Upon a motion made by Commissioner Kivett and seconded by Vice Chairperson Lee, the Board voted unanimously to approve the Consent Agenda items (a) through (h) as follows:

(Considered in capacity as Board of Commissioners)

- a. Approved the minutes of the March 5, 2018 meetings
- b. Adopted a resolution proclaiming April as Public Health Month (Copy filed in Inc. Minute Book ____ Page ____.)
- c. Adopted a resolution proclaiming April as Child Abuse Prevention Month (Copy filed in Inc. Minute Book ____ Page ____.)
- d. Approved the request from the Sampson County Library to declare certain withdrawn materials as surplus and authorized disposal pursuant to Records Retention Policy and Materials Selection Policy
- e. Approved a request from the Sampson County Sheriff's Office to surplus a Micro-Uzi submachine gun and authorize transfer to Class III dealer in exchange for semi-auto rifles and accessories
- f. Approved the revised Sampson Area Transportation No-Show Policy (Copy filed in Inc. Minute Book _____, Page ____.)
- g. Approved tax refunds and releases as submitted:

#8492	Francisco Javier Rodriguez	\$574.75
#8461	Gary Michael Hudson	\$104.71
#8508	Bradford Ray Williamson	\$127.21
#8497	Yong Hako	\$274.76
#8515	Elizabeth Ann Hales	\$107.40
#8521	Mark Ashley Tatum	\$324.92
#8454	James Robert Williams	\$142.29
#8525	About Time Transport, LLC	\$217.62
#8526	Iris Dell & Haywood Johnson	\$115.83
#8500	Donald Hugh Lamm	\$291.66
Tax Release	James Christopher Mooney	\$555.87

- h. Approved budget amendments as submitted:

<u>EXPENDITURE</u>		<u>Cooperative Extension</u>	<u>Increase</u>	<u>Decrease</u>
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>		
04449500	529930	Miscellaneous United Way	\$3,500.00	

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
04034950	403602	4-H United Way	\$3,500.00	

<u>EXPENDITURE</u>				
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
28349610	523100	Sampson Soil & Water Educational Supplies	\$800.00	

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
28334961	409909	Fund Bal Appropriated State	\$800.00	

<u>EXPENDITURE</u>				
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
04449500	531130	Cooperative Extension Travel	\$250.00	

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
04034950	403602	Miscellaneous Revenue	\$250.00	

<u>EXPENDITURE</u>				
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
13554810	568414	Social Services LIEAP	\$45,000.00	

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
13535480	403314	LIEAP	\$45,000.00	

<u>EXPENDITURE</u>				
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
02558810	544005	Aging Family Caregiver Program – Cont Svs	\$875.00	

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
02035881	408401	Family Caregiver Prog - Donations	\$875.00	

- Approved Clinton City Schools Budget Amendments No. 2 (State); Approved Clinton City Schools Amendment No. 3 (State); Approved Clinton City Schools Amendment No. 1 (Local); Approved Clinton City Schools Amendment No. 1 (Federal) as submitted.

(Considered in capacity as Board of Health)

Upon a motion made by Commissioner Kivett and seconded by Vice Chairperson Lee, the Board voted unanimously to approve the Consent Agenda items (i) through (j) as follows:

- i. Received and accepted Annual Communicable Disease Report for 2017 (Copy filed in Inc. Minute Book ____ Page ____.)
- j. Approved Local Health Services Analysis Policy and Procedure, as recommended by Sampson County Health Department Advisory Committee

County Manager Reports

Prior to the County Manager Report, Chairman Wooten addressed the public regarding the recent Animal Shelter's Notice of Civil Penalty and Notice of Warning. The Chairman publicly accepted responsibility for the notices and informed the public that the Administration and Shelter staff had been working diligently to resolve the issues and improve shelter operations for the future. He also assured the public that the issues which led to the penalty and warning were not done intentionally and that the shelter employees, Board, and staff were passionate individuals who cared for all Shelter animals. He continued by noting that the issues which led to the notices were being addressed and actions had been and would continue to be taken to ensure the same does not reoccur. He concluded by guaranteeing that there would be efforts made to provide the animal shelter staff, and county employees alike, the training needed to provide better services.

County Manager Ed Causey presented the Board with a County Manager Report on the status of the Animal Shelter Notice of Civil Penalty and Notice of Warning (Copy filed in Inc. Minute Book ____ Page ____.).

Mr. Causey noted that Administration had been working closely with the Animal Shelter Director and staff to provide solutions, and though a lot had been accomplished, the work would be continued. Regarding the Civil Penalty, Mr. Causey informed the Board that penalties in the amount of \$3,300.00 were related to actions concerning the care and treatment of two dogs, and though there were minor details and explanatory specifics to be added to the findings of fact related to the assessed penalty, the County accepted the findings and penalty. He also noted that Dr. Patricia Norris, Director of the Animal Welfare Section of the North Carolina Department of Agriculture, indicated that she would consider mitigating the penalties with facility improvements that represent a similar amount of money. He noted that the shelter had already made lighting improvements and purchased a new scale that would be offered in lieu of the \$3,300.00 penalty. Mr. Causey stated that the process of planning and implementing corrective actions to address all noted issues had begun, and that the long-term benefit of the shelter would be considered when implementing improvements. He then noted that corrective action plan had been implemented to improve record keeping and documentation, veterinarian-guided assessment training and review, proper feeding, employee training, and facility evaluation. Mr. Causey informed the Board that the Civil Notice and Warning also assessed a \$1,500.00 fine for 15 violations of NC General Statute 19A-32 for failure to hold an animal for the 72-hour

minimum holding period prior to euthanasia and that measures had been taken to improve documentation regarding owner surrenders.

Regarding the operations and the general status of shelter operations prior the recent penalty, Mr. Causey referenced the included inspections reports for the past two years, which did not reveal that there were concerns in the past and showed that the shelter had completed a number of improvements as requested by the State. The report also highlighted other measures that had been taken in the past to improve the operations of the Shelter, including the Board's action to increase the budget of the shelter since 2010 from \$201,378 to \$298,630. He also noted the report presented to the Board during the 2018 planning session which highlighted an improved euthanasia rate, efforts to increase local adoption and rescues and critical placement of animals, and that the gas chamber had been eliminated in 2013, which evidenced the commitment to the humane treatment of animals. Mr. Causey concluded by noting that Dr. Norris had visited the shelter herself (unannounced) since delivering the Civil Notice, and had stated that she found the facility to be impressive as a rural shelter, clean, with quiet and calm animals that appeared to be well cared for, and a staff that was gracious and receptive to guidance.

Each of the Board members expressed their disappointment in receiving the penalty and warning, noting that staff is being and would be held accountable, and lauded the staff on the actions taken since the penalties and warning were issued.

The Chairman opened the floor for comments and the following were received:

Tommy Tucker: Noted that the issue had been on various television stations and in local media. He stated that the County needed to re-evaluate shelter operations entirely and make the changes necessary to provide quality care for shelter animals. He also stated that all personnel needed to be qualified and sympathetic, while having the primary focus of providing proper care for as many cats and dogs as possible. He went on to state that proper care should include ensuring that all animals be fed properly, treated humanely, and presented in the best ways possible on Facebook, radio, StarVision, and other media outlets to increase the likelihood of being adopted. Mr. Tucker then mentioned that the shelter should partner with as many reputable rescue groups as possible to increase the total number of adoptions. He suggested that an Animal Shelter Advisory Board be developed with the role of reporting directly to the Board of Commissioners, and that the Advisory Board should be authorized to check on the shelter at any time. He also expressed the needs for implementing spay and neuter program. He stated that it was important that a shelter remain open (referring to a newspaper editorial that stated that the animals could be sent to other shelters and the facility closed). In response to the County Manager's report, Mr. Tucker stated that if the County was going to keep the same personnel and have more training, then more transparency was a must. He concluded by stating that the Advisory Board must be

appointed and must check on the shelter consistently and must report to an appointed commissioner, who should be working with this Advisory Board to make sure the Shelter is operating as it should.

Nancy Gump: Noted that she had been involved in rescue work and fostering for the last eight years she had lived in Sampson County. Ms. Gump informed the Board that there are free auditing services available with non-profit companies, whose primary focus is to assist shelters in documentation and record keeping. She advised the County to solicit these agencies' services in efforts to improve shelter operations. She also expressed concerns regarding the current hold time policies and the proposed delay in time before animals were available to rescue (versus local adopters) and advised the Board to revisit the policies, providing more time for the animals to remain alive and in shelter care. She also mentioned that the County needed to evaluate its adoption and rescue programs, focusing on the transport schedule and the entire adoption process. She noted that rescues will take a blend of dogs - those easy to find homes for and those that are ill, old and hard to place. She stated that the Shelter had been very supportive in fostering and facilitating rescue efforts in the past. Lastly, Ms. Gump referenced a standard operation procedure model that she presented years ago for Sampson County to follow.

Angela Marco: Referenced a poem titled "To A Louse: On Seeing One on a Lady's Bonnet, at Church", Ms. Marco expressed her discontent with the animal shelter operations. Ms. Marco she noted the importance of the County seeing itself as others see it, stating that the image of Sampson County is damaged due to the penalty and warning. She continued by stating that it appeared that the County placed more focus on economic development, and that animal welfare is not a priority, whereas, it should be because of its direct impact on economic development as a quality of life issue. Overall, the negative perception adversely impacted economic development and the County's ability to attract businesses. She then advised the County to develop a task force that consisted of concerned citizens and representatives from each municipality, who would monitor shelter operations and develop a county-wide comprehensive plan that would guarantee the animals were properly monitored and cared for. She concluded by advising the County to consider the issue and the overall effects it had and make improvements accordingly.

Patricia Oglesby: Suggested that the Board of Commissioners develop an Advocacy Board to provide expertise and education to assist with the operations of the shelter. She proposed that the Advocacy Board consist of qualified and experienced persons who are knowledgeable of documentation and veterinary practices.

Chairman Wooten offered thanks to each speaker and once again accepted responsibility for the penalty and warning, while also noting that the Board was

committed to providing shelter staff and county employees the training needed to provide quality services.

Ed Causey concluded the County Manager Report by informing the Board of the Board of Equalization and Review meetings scheduled for April 17 and 25, from 1-6 pm in the Administration Board Room. He also provided the Board with an update on the consolidation of the human services agencies, noting that both agencies and directors were transitioning well. He then proposed that the budget presentation be made in the County Auditorium on May 21, 2018, at 5 pm, and that the meeting would be recessed to reconvene at 6 pm at the Cooperative Extension Building for the Annual Report to the People.

Item 5: Public Comment Period

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

Sarah White: Ms. White expressed concerns with dangers of the Hwy 24 project. She stated that she has not been successful in contacting the NCDOT, nor has she received any return calls. She expressed that the citizens should be informed of the progress of the project.

Larry Sutton: Mr. Sutton expressed disappointment in that the County failed to acknowledge the 50th Anniversary of the assassination of Dr. Martin Luther King, Jr.

Sharon Whitley: Ms. Whitley spoke in highly of the shelter, its operations and staff, and informed the Board of the programs offered by the Sampson County Animal Advocates, to include the spay and neuter and adoption programs.

Closed Session

Upon a motion made by Vice Chairperson Lee and seconded by Vice Chairperson Lee and seconded by Commissioner Godwin, the Board voted unanimously to go into Closed Session pursuant to G.S. 143-318.11(a)(6). Upon a motion made by Commissioner Parker and seconded by Vice Chairperson Lee, the Board voted unanimously to come out of Closed Session. Upon a motion made by Commissioner Kivett and seconded by Commissioner Parker, the Board voted unanimously to create the position of County Attorney and employ Joel Starling at a salary of \$125,004.00, effective July 1, 2018, and to approve the budget amendment as follows from the Commissioners Contingency to fund the necessary facility improvements to produce office space.

<u>EXPENDITURE</u>		<u>Legal</u>		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11141500	526200	Department Supplies	\$8,500.00	
11141500	535100	Building Renovations	\$5,000.00	
11141500	526201	Dept Supplies Equipment	\$3,500.00	
11999000	509700	Contingency		\$17,000.00

Adjournment

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

Clark H. Wooten, Chairman

Susan J. Holder, Clerk to the Board



Sampson County Finance Department
David K. Clack, Finance Officer

M E M O R A N D U M

TO: Sampson County Board of Commissioners

FROM: David K. Clack, Finance Officer

DATE: April 23, 2018

SUBJECT: Disposal of Records

Pursuant to records retention policy the Finance Department is requesting approval to dispose of the records listed below.

Description	Through Fiscal Year Ending June 30,
Copies of accounts payable checks, invoices, and vendor files	2008
Monthly financial reports	2008
Accounts receivable collection records	2008
Requests for bids, purchase orders, requisitions, and contracts	2008
Budget amendments and budget work papers	2008
Bank statements and reconciliations	2008
Journal entries	2008
Receipt books and copies of deposits	2008
Report reconciliations for Health, DSS, & Employment programs	2008
Fixed asset records	2008
Insurance policies	2008
Ambulance billing records and receipts	2008
Surplus sale records	2008
Tax deposits, refunds, and distribution reports	2008
DSS trust vouchers	2008
CDBG, and Crisis housing grant records	2008
Travel expense invoices and reports	2008
Facilities fees reports	2008
Sales tax refund requests	2008

The records will be shredded.

Sampson County Department of Aging
405 County Complex Road
Clinton, NC 28328
(P) 910-592-4653 (F) 910-590-2142

Lorie Sutton, Director

Memorandum

TO: Ed Causey, County Manager
Susan Holder, Assistant County Manager, Clerk to the Board

FROM: Lorie Sutton, Aging/Transportation Director

DATE: April 20, 2018

RE: FY 17-18 Home & Community Block Grant Budget – Revision#1

Attached is a revision to the FY 17-18 Home and Community Block Grant budget. We need to reallocate our funding based on the units we have served thus far. We will be reducing In-Home Aide and Congregate Meals and increasing Adult Day Health Care, Transportation and Home Delivered Meals. We also received notice that our HCCBG funding was given an additional \$2,977.00, which is included in the revision.

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

Thank you.

/ls

Attachment: DOA-732

NAME AND ADDRESS
 COMMUNITY SERVICE PROVIDER
 Sampson County Dept of Aging
 405 County Complex Rd; Suite 140
 Clinton, NC 28328

Home and Community Care Block Grant for Older Adults

County Funding Plan
Provider Services Summary

DOA-732 (Rev. 2/14)
County Sampson
July 1, 2017 through June 30, 2018
REVISION #1 , DATE : 4/20/2018

Services	Ser. Delivery (Check One)		A				B	C	D	E	F	G	H	I
	Direct	Purch.	Access	In-Home	Other	Total	Required Local Match	Net* Serv Cost	NSIP Subsidy	Total Funding	Projected HCCBG Units	Projected Reimburse Rate	Projected HCCBG Clients	Projected Total Units
	Adult Day Health Care	X			84962		////////////////////	9440	94402		94402	2,360	\$ 40.00	13
In-Home Aide	X			82578		////////////////////	9175	91753		91753	6,166	\$ 14.88	15	
Home Improvements	X			92000		////////////////////	10222	102222		102222			100	
Senior Center	X				39699	////////////////////	4411	44110		44110			125	
Transportation	X		37353			////////////////////	4150	41503		41503	5,821	\$ 7.13	25	
Information & Assist	X		19042			////////////////////	2116	21158		21158			1500	
Congregate Meals	X				77812	////////////////////	8646	86458	15,439	101,897	20,585	\$ 4.20	142	
Home Delivered Meals	X				132510	////////////////////	14723	147233	23,953	171,186	31,938	\$ 4.61	151	
						////////////////////	0	0		0				
						////////////////////	0	0		0				
						////////////////////	0	0		0				
						////////////////////	0	0		0				
						////////////////////	0	0		0				
						////////////////////	0	0		0				
Total	////////	////////	56395	259540	250021	565956	62883	628839	39,392	668,231	66,870	////////	2071	0

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

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

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

 Authorized Signature, Title
 Community Service Provider

 Signature, County Finance Officer Date

 Signature, Chairman, Board of Commissioners Date

Susan Holder

From: Ronald Bass
Sent: Monday, April 09, 2018 10:36 AM
To: Susan Holder; David Clack
Subject: Ambulance surplus
Attachments: 20180409102953827.pdf

Good morning,

Sampson County EMS would like to surplus a 1998 Ford ambulance (1FDWE30F5WHB49933) the current mileage is 211,419. This is the unit that Sampson Regional Medical Center gave to the county in 2011. I have attached a letter of request from Sampson Community College asking that the unit be released to the college to be utilized in their EMS training program. If you concur with this request please place on the May Board of Commissioners meeting.

Please feel free to contact me should you have any questions.

*Ronald Bass
Emergency Services Director
Sampson County Emergency Management
107 Underwood Street
Clinton, NC 28328-2241
Tel (910) 592-8996
ronaldbass@sampsonnc.com*



June 12, 2017

Sampson Community College
Workforce Development & Continuing Education
1801 Sunset Avenue
Clinton, NC 28328
(910) 592-8081
www.sampsoncc.edu

Ronald Bass
EM Director for Sampson County Emergency Services
107 Underwood Street
Clinton, NC 28328
(910) 592-8996
ronaldbass@sampsonnc.com

Dear Mr. Bass:

It has come to our attention that an ambulance vehicle will be coming out of the main rotation of Emergency Service vehicles in the coming weeks. Sampson Community College is interested in acquiring the mentioned vehicle from the County of Sampson.

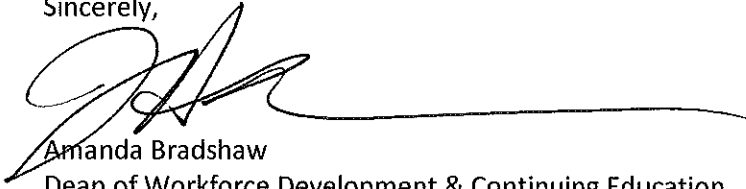
As you may be aware, Sampson Community College plays a critical role in helping to train and develop the emergency services workforce in Sampson County. We take pride in training both the paid and volunteer emergency service workforces. In addition, Sampson Community College is proudly growing a new Emergency Management Services Degree program to help meet the ever-growing need of emergency personnel in the state of North Carolina. With the addition of this vital piece of training equipment, this would enable our students to attain an even greater training while learning lifesaving skills.

If the County of Sampson is willing to consider the acquisition of the ambulance vehicle by Sampson Community College, we would appreciate the consideration that state equipment funds are limited. The opportunity is also available for the County of Sampson to receive a taxable deduction if the ambulance vehicle is donated to the college through the Sampson Community College Foundation. Please don't hesitate to contact the Workforce Development & Continuing Education Department with any questions you may have.

"An Equal Opportunity/Affirmative Action Employer"

We look forward to continuing a successful partnership with the County of Sampson as we all work to provide the best quality of life to our citizens.

Sincerely,

A handwritten signature in black ink, appearing to be 'Amanda Bradshaw', followed by a long horizontal line extending to the right.

Amanda Bradshaw
Dean of Workforce Development & Continuing Education

CC: Dr. Starling
Wanda Capps
Angela Magill



N.C. Cooperative Extension
Sampson County Center
sampson.ces.ncsu.edu

55 Agriculture Place
Clinton, NC 28328
P: 910-592-7161
F: 910-592-9513

April 24, 2018

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

Dear Mr. Causey:

Enclosed you will find the "Notification of Funding Offer" from the North Carolina Department of Agriculture and Consumer Services, for a Pesticide Container Recycling Program for Sampson County. This program was approved under the Pesticide Environmental Trust Fund, to be awarded to Sampson County. Della King, our Agricultural Agent – Field Crops, who is also our county Pesticide Coordinator, will oversee the operation and management of this recycling program. Please review the enclosed documents of this contract package, sign, and return to us. I have spoken to David Clack and Della about the funding, and we agree that it would be best to include these funds in the 2018-2019 budget, and begin the program after July 1, 2018.

Please let me know any additional information needed or questions you may have of myself or Della.

Sincerely,

Eileen A. Coite
County Extension Director





Steve Troxler
Commissioner

North Carolina Department of Agriculture and Consumer Services

N. David Smith
Chief Deputy Commissioner

March 15, 2018

Della King, Agriculture Agent
Sampson County Cooperative Extension
55 Agriculture Place
Clinton, NC 28328

NOTIFICATION OF FUNDING OFFER

Dear Ms. King:

On behalf of Commissioner Steve Troxler and the North Carolina Department of Agriculture and Consumer Services - Structural Pest Control and Pesticides, I am pleased to inform you that **\$5,851.00** for your project, Sampson County Pesticide Container Recycling Program was approved under the Pesticide Environmental Trust Fund.

Two original Contract packets must be completed and returned to the NCDA&CS, making sure that the contracts and certain forms have been signed, dated, and witnessed, as applicable, before they are returned to the address provided below. By completing these documents, you are agreeing to the specific stipulations, the general terms and conditions and specific reporting requirements. Please return the two completed packets to:

Renee Woody, Environmental Programs Manager
NC Department of Agriculture & Consumer Services, Structural Pest Control and Pesticides Division
1090 Mail Service Center
Raleigh, NC 27699-1090

All authorized representative signatures must be in blue ink. Use the Contract Check Off List to ensure all attachments are included and are in the correct order for each contract packet.

One fully executed, original contract will be returned to you for your records. If you have any questions about your contract or any of the forms contained in your offer packet, please call Renee Woody at 919-857-4137, or feel free to send an email to renee.woody@ncagr.gov.

I would like to take this opportunity to thank you for participating in the Pesticide Container Recycling Program for the enhancement of container recycling by farmers and commercial pesticide applicators, which reduces the burden on landfills, protects human health and the environment by reducing the threat of improper rinsing and disposal, and ensures the users are following state regulations that prohibit open dumping, burning, and water dumping of pesticide containers.

Sincerely,

N. David Smith
Chief Deputy Commissioner

Enclosures

cc: L.L. McMillan, Grants & Contracts Administrative Assistant
Renee Woody, Environmental Programs Manager



NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

Steven W. Troxler, Commissioner

Contract Check Off List for Grantee (Government/University)

INSTRUCTIONS: Check the "Yes" boxes in the left column for the document titles that are being returned with the two signed, dated and witnessed copies of the contract, with signatures in blue ink. Be sure to include all the other documents specified in your contract package. If "No" has been checked off for you, that document is not required for this grant program or project.

GRANTEE ORGANIZATION NAME: County of Sampson

PROJECT TITLE/NAME: Pesticide Container Recycling Program

CONTRACT #: 17-038-4010

<i>GO Entities Only Check One Box</i>			<i>Document Title</i>	<i>Department Use – Documents Attached or On File</i>		<i>Grants and Contracts- Documents Attached or On File</i>	
Yes		No		Yes	No	Yes	No
			Contractual "Check Off List for Grantee				
			Contract Cover (To be signed, dated & witnessed)				
			Attachment A – General Terms and Conditions – Government/University				
			Attachment B – Scope of Work (includes Timeline and Line Item Budget)				
			Attachment C – Certifications and Assurances Section				
			Attachment D – NC OpenBook Supplemental Information				
			Attachment E – Signature Card				
			Attachment F – W-9 Tax Information				
			Attachment G – Vendor Electronic Payment Form				

STATE OF NORTH CAROLINA
COUNTY OF WAKE



Departmental Use Only

CENTER: 6137
ACCOUNT: 536401
AMOUNT: \$ 5,851.00

**North Carolina Department of Agriculture and Consumer Services
Structural Pest Control & Pesticides Division**

**Sampson County Pesticide Container Recycling Program –
Government**

CONTRACT # 17-038-4010

This Contract is hereby entered into by and between the **North Carolina Department of Agriculture and Consumer Services, Structural Pest Control & Pesticides Division**, (the "Agency") and **the County of Sampson**, ("Grantee"), and referred to collectively as the "Parties." The Grantee's federal tax identification number is 56-6000338 and is physically located in Sampson County, and is further located at 55 Agriculture Place, Clinton, NC 28328.

The purpose of this Contract is to enhance a pesticide container recycling program and the recycling of properly prepared containers. The Grantee's project title is Sampson County Pesticide Container Recycling Program. This Contract is funded by a grant from the Pesticide Environmental Trust Fund. Funds awarded under this Contract must be used for the purposes for which they are intended.

The Grantee's fiscal year ends June 30.

Contract Documents:

This Contract consists of the Grant Contract and its attachments, all of which are identified by name as follows:

1. This Contract
2. General Terms and Conditions (Attachment A)
3. Scope of Work, including Timeline, Line Item Budget and Budget Narrative (Attachment B)
4. Certifications and Assurances Section (Attachment C)
5. NC Openbook Supplemental Information (Attachment D)
6. Signature Card (Attachment E)
7. W-9 Tax Information (Attachment F)
8. Vendor Electronic Payment Form (Attachment G)

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

I. Precedence Among Contract Documents:

In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

II. Effective Period:

This Contract shall be effective on March 15, 2018 and shall terminate on June 30, 2019 with the option to extend, if mutually agreed upon, through a written amendment as provided for in the General Terms and Conditions as described in Attachment A.

III. Grantee's Duties:

The Grantee shall provide the services as described in Attachment B, Scope of Work.

IV. Agency's Duties:

The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents. The total amount paid by the Agency to the Grantee under this Contract shall not exceed \$5,851.00.

This amount consists of \$ 5,851.00 in State funds.

a. There are no matching requirements from the Grantee.

b. There are no matching requirements from the Grantee; however, the Grantee has committed the following match to this project:

	In Kind	\$
	Cash	\$
	Other/Specify:	\$

c. The Grantee's matching requirement is _____, which consists of:

	In Kind	\$
	Cash	\$
	Other/Specify:	\$

d. The Grantee has committed to an additional \$ _____ to complete the project as described in Attachment B.

The contributions from the Grantee shall be sourced from non-federal funds.

The total Contract amount is \$ 5,851.00.

V. Conflict of Interest Policy:

The Agency has determined that the Grantee is a government agency and is not subject to N.C.G.S. § 143C-6-23(b). Therefore, the Grantee is not required to file a Conflict of Interest Policy with the Agency prior to disbursement of funds.

VI. Statement of No Overdue Tax Debts:

The Agency has determined that Grantee is a government agency and is not subject to N.C.G.S. § 143C-6-23(c). Therefore, the Grantee is not required to file a Statement of No Overdue Tax Debts with the Agency prior to disbursement of funds.

VII. Reversion of Unexpended Funds:

Any unexpended grant funds shall revert to the Agency upon termination of this Contract.

VIII. Reporting Requirements:

(1) State [N.C.G.S. 143C-6-23]:

The Agency has determined that the Grantee is a governmental entity and is not subject to the State reporting requirements mandated by N.C.G.S. § 143C-6-23. Therefore, the Grantee does not have to file annual electronic reports with the NC Office of State Budget & Management.

(2) Agency:

- a) Performance Reports: Grantee shall submit a written Annual Report by December 31, 2018 and 2019 that summarizes the accomplishments and setbacks of the pesticide container recycling program since the grant was awarded.
- b) Financial Reports: Grantee shall submit copies of invoices and checks that paid for items approved in this grant when 80% of the grant funding has been spent. The final report will include copies of invoices and checks that paid for the remaining 20% or less of the grant funding not later than 60 days after the expiration or termination of this Contract.

IX. Payment Provisions:

Upon execution of this Contract the Grantee shall submit to the Agency Contract Administrator a completed Request for Payment form, to be provided by the Agency. All Request for Payment forms should be received no more than monthly, with a certified invoice showing expenditures and matching funds, if applicable, for the current period and cumulatively for the entire project. Upon approval by the Agency, payment shall be made within 30 days. Twenty percent (20%) of the total funds awarded under this Contract shall be retained by the Agency until both the final performance and financial reports are submitted by the Grantee and approved by the Agency. All payments are subject to the availability of funds.

The Grantee shall expend funds in accordance with G.S. 143C-6-23 (f1)(f2)(j). The Grantee shall account for any income earned, which may result from any funds awarded under this Contract, on the Agency "Request for Reimbursement" form. Eligible uses of income earned are:

- a) Expanding the project or program;
- b) Continuing the project or program after grant ends; or
- c) Supporting other projects or programs that further the broad objectives of the grant program.

If this Contract is terminated prior to the original end date, the Grantee may submit a final Request for Payment form. All unexpended funds shall be returned by the Grantee to the Agency within 60 days of the Contract termination date with a complete final financial report, accompanied by either a final invoice or a refund of any funds received but not expended. The Agency shall have no obligation to honor requests for payment based on expenditure reports submitted later than 60 days after termination or expiration of the Contract period.

Reimbursement requests shall be completed on a "Request for Reimbursement" form furnished to the Grantee by the Agency. All reimbursement forms must include support documentation, including but not limited to: copies of invoices, individual time sheets and travel logs that have been signed by the employee and supervisor, salary registers or payrolls that include fringe benefits, hourly rates of pay, and signature of the Grantee's responsible financial person, cancelled checks and lease agreements.

Eligible expenditures for payment must be within the effective period noted in the Contract. Reimbursement may not be considered prior to the submission and final execution of the Contract.

All travel reimbursement shall be made in accordance with the current State rates, at the time of the expenditure, and shall be made in accordance with the "State Budget Manual".

All matching funds, including in-kind and cash, must be spent concurrently with funds provided by the Contract. Both types of matching funds expended shall be accounted for on the monthly certified invoices.

Indirect costs are not allowable expenditures under this Contract.

X. Contract Administrators:

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

For the Agency:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Renee Woody, Environmental Programs Manager Structural Pest Control and Pesticides Division 1090 Mail Service Center Raleigh, NC 27699-1090 Telephone: 919-857-4137 Fax: 919-733-9796 Email: renee.woody@ncagr.gov	

For the Grantee:

Grantee Contract Administrator- Mailing Address	Grantee Principal Investigator or Key Personnel
Della King, Agriculture Agent Sampson County Cooperative Extension Service 55 Agriculture Place Clinton, NC 28328 Telephone: 910-592-7161 Fax: 910-592-9513 Email: della_king@ncsu.edu	

XI. Supplementation of Expenditure of Public Funds:

The Grantee assures that funds received pursuant to this Contract shall be used only to supplement, not to supplant, the total amount of federal, State and local public funds that the Grantee otherwise expends for activities involved with specialty services and related programs. Funds received under this Contract shall be used to provide additional public funding for such services. The funds shall not be used to reduce the Grantee's total expenditure of other public funds for such services.

XII. Disbursements:

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

- a. Will implement or already have implemented adequate internal controls over disbursements;
- b. Pre-audit all invoices presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
- c. Assure adequate control of signature stamps/plates;
- d. Assure adequate control of negotiable instruments; and
- e. Have procedures in place to ensure that account balance is solvent and to reconcile the account monthly.

XIII. Outsourcing:

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

XIV. N.C.G.S. § 133-32 and Executive Order 24:

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State employee of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement or Contract, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employee of your organization.

[This Contract is continued on the next page.]

XV. Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract.

IN WITNESS WHEREOF, the Grantee and the Agency execute this Contract in **two (2)** originals, one (1) of which is retained by the Grantee and one (1) which is retained by the Agency.

Grantee: County of Sampson

Signature of Authorized Representative Date

Printed Name Title

Witness:

Signature Date

Printed Name Title



North Carolina Department of Agriculture and Consumer Services

Signature of Authorized Representative Date

N. David Smith, Chief Deputy Commissioner

GRANTEE'S DUTIES

The Grantee shall comply with all provisions of the Contract, regulations, any amendments thereto, and any instructions, policies, and/or procedures issued in connection therewith. Specifically, the Grantee shall agree to conform to the services and/or requirements listed below.

- A. The Sampson County Cooperative Extension Service shall provide the following for the enhancement and use only for the Sampson County Pesticide Container Recycling Program:
 - One (1) – 20' Storage container
 - One (1) – Primer and Painting of existing container
 - Two (2) – 6" x 6" x 8' Treated lumber
 - Eight (8) – Boxes nitrile gloves (100/box)
 - Forty-eight (48) – JetRinse pressure nozzles
- B. Maintain accurate and complete records to document the purchasing of budget line items as required by the Agency. The Grantee also specifically agrees to provide financial reports to the Agency that includes the following:
 - copies of invoices for purchases made with money from this grant;
 - copies of checks to vendors for purchases made with money from this grant; and
 - the above two items must be sent to the Agency to show that 80% of the grant has been spent before the final 20% of the grant will be sent to the grantee for budget line items.
- C. Records shall not be destroyed, purged or disposed without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.
- D. The Grantee shall also submit a written Annual Report by December 31, 2018 that summarizes the accomplishments and setbacks of the project.
- E. The Grantee shall submit all the Agency required reports in a timely manner, failure to do so may be a basis for cancellation of this Contract.

DATE: March 15, 2018

GRANTEE'S LINE ITEM and NARRATIVE BUDGET

NAME OF RECIPIENT: County of Sampson

APPROVED AMOUNT: \$5,851.00

Expenditures for reimbursement under the PETF Pesticide Container Recycling Program are presented below. Items not listed are not approved for reimbursement. Approval for items not listed shall be secured prior to the expenditure of funds if reimbursement of that item will be requested.

LINE ITEM	ESTIMATED AMOUNT
(1) 20' Storage container	2,666.00
(1) Painting of existing container	1,940.00
(2) 6" x 6" x 8' Treated lumber @ \$24.97/each	49.94
(8) Boxes 100-count nitrile gloves @ \$8.10/each	64.80
(48) Pressure rinse nozzles	1,130.00
TOTAL	\$5,851.00

APPROVED BY:

SIGNATURE: _____

DATE: _____

Certifications and Assurances

CERTIFICATIONS REGARDING LOBBYING, NONPROCUREMENT, DEBARMENT, SUSPENSION AND DRUG-FREE WORKPLACE

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Signature of this form provides for compliance with certification requirements under 2 CFR, Subtitle B, Chapter IV, Part 417, "Nonprocurement Debarment and Suspension," Part 418, "New Restrictions on Lobbying," and Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)," and 2 CFR Part 180. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Agriculture & Consumer Services determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by authority: 31 U.S.C. 1352 and U.S.C. 301 and implemented at 2 CFR Part 180, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 2 CFR Section 418.110, the applicant certifies that to the best of their knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 contract, 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 attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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.

2. NONPROCUREMENT DEBARMENT AND SUSPENSION

As required by Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR Part 180 and 2CFR Part 417, for prospective participants in primary covered transactions, as defined at 2 CFR 180.435 and Subpart C, 417.332, the applicant certifies that it and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2. (a) (b) of this certification.
- d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default.
- e) Agree to include a term or condition in lower tier covered transactions requiring lower tier participants to comply with subpart C of the OMB guidance in 2 CFR part 180, as supplemented by subpart C of Part 417.

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this certification.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 2 CFR Part 182, Subparts B, and C, for grantees:

The applicant certifies that it will:

- a) Make a good faith effort, on a continuing basis, to maintain a drug-free workplace. You must agree to do so as a condition for receiving any award covered by this part.
- b) Publish a drug-free workplace statement and establish a drug-free awareness program for your employees (see Sections 182.205 through 182.220); and
- c) Take actions concerning employees who are convicted of violating drug statutes in the workplace (see Section 182.225), including notification to any Federal agency on whose award the convicted employee was working and within 30 days take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended; or require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
- d) You must identify all known workplaces under your Federal awards (see Section 182.230).

The grantee must provide the location site(s) for the performance of work done in connection with the specific grant.

Place(s) of Performance (Street address, city, county, state, zip code)

_____	_____
_____	_____
_____	_____

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 2 CFR Part 182:

- A. As a condition of the grant, I certify that I will comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of part 421, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug Free Workplace Act of 1988 (Pub.L100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

B. I agree to notify the agency as required by 2 CFR 182.300(b) of any conviction for a criminal drug offense within ten days.

Notice shall include the identification number(s) of each affected grant.

As the duly authorized representative of the Grantee, I hereby certify and state to the best of my knowledge and belief, that the Grantee will comply with the above certifications.

Grantee Organization Name

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

Title



**SAMPSON COUNTY
EMERGENCY
MANAGEMENT
SERVICES**

107 UNDERWOOD ST., CLINTON, NORTH CAROLINA 28328



**RONALD BASS
DIRECTOR
(910) 592-8996**

MEMORANDUM:

TO: Mrs. Susan J. Holder, Assistant County Manager
FROM: *RB* Ronald Bass, Emergency Management
DATE: April 24, 2018
SUBJECT: **Hazardous Materials Emergency Preparedness (HMEP) Project**

The HMEP Grant is a USDOT grant that is funded by monies derived from shippers of hazardous materials. It is awarded to LEPC's within North Carolina with the expectation that "the funds will be used for enhancing preparedness for transportation incidents involving hazardous materials."

For the 2017 Hazardous Materials Preparedness Project, we will be partnering with Bladen County to plan and conduct a full-scale transportation incident. The incident will involve first responders from both Counties. The goal will be to test and evaluate the capabilities of first responders, evaluate and exercise portions of the County EOP, and to evaluate interoperability of local responders and the State Haz-Mat Team.

Please feel free to contact me should you have any questions.

RB/mw

Attachments



North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Director

Hazardous Material Emergency Preparedness Grant Program "HMEP"

CFDA #: 20.703

Fiscal Year 2017

Grant #: HM-HMP-0544-16-02-00

SUB AWARD NOTIFICATION

Jerry Cashwell
Sampson County
107 Underwood Street
Clinton, NC 28328-0107

Period of Performance: January 1, 2018 to December 31, 2018
Project Title(s): Sampson/Bladen Transportation Incident
Total Amount of Award: \$3,500.00
MOA#:1712

North Carolina Emergency Management is pleased to inform you that the federal Fiscal Year (FY) 2017 Hazardous Material Emergency Preparedness Grant Program (HMEP) has been approved for funding. In accordance with the provisions of FY 2017 HMEP award, North Carolina Emergency Management hereby awards to the foregoing sub-recipient a grant in the amount shown above. The CFDA number is 20.703 and North Carolina Emergency Management federal grant number is HM-HMP-0544-16-02-00.

Payment of Funds: The grant shall be effective upon final approval by North Carolina Emergency Management of the grant budget and program narrative and the execution of the forthcoming Memorandum of Agreement. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

Conditions: The sub-recipient shall understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. Sub-recipient shall also certify the understanding and agreement to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the 2 CFR 200 and all applicable laws governing these funds and all other federal, state and local laws; that all information is correct; that there has been appropriate coordination with affected agencies; that sub-recipient is duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the sub-recipient; and that all agencies involved with this project understand that federal funds are limited to the period of performance. Sub-recipient must read and sign forthcoming Memorandum of Agreement for acceptance of the award.

Supplanting: The sub-recipients confirm that sub-grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, the sub-recipient will certify that the receipt of federal funds through North Carolina Emergency Management shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

Callion L. Maddox
Homeland Security Grants Branch Manager

GRANT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL BY THE DEPARTMENT OF PUBLIC SAFETY, NORTH CAROLINA EMERGENCY MANAGEMENT GRANT PROGRAM BUDGET AND NARRATIVE

MAILING ADDRESS
4236 Mail Service Center
Raleigh NC 27699-4236
www.readync.org
www.ncdps.gov



OFFICE LOCATION
1636 Gold Star Drive
Raleigh, NC 27607-3371
Telephone: (919) 825-2500
Fax: (919) 825-2685

An Equal Opportunity employer



North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Director

Hazardous Material Emergency Preparedness Grant Program "HMEP"

CFDA #: 20.703

Fiscal Year 2017

Grant Award #: HM-HMP-0544-16-02-00

MEMORANDUM OF AGREEMENT

Between

Recipient:

State of North Carolina
Department of Public Safety
Emergency Management

Sub-recipient:

Sampson County
Tax ID/EIN #: 56-6000338
DUNS #: 040044067

MOA #: 1712

DPS Fund Code: 1501-8073-35CB

MOA Amount: \$3,500.00

MOA Period of Performance: 1/01/2018 to 12/31/2018

1. Purpose

The purpose of this Memorandum of Agreement (MOA) is to establish responsibilities and procedures to implement the terms of the US Department of Transportation (USDOT) HMEP Grant Program. A copy of the complete federal grant instructions is available at www.DOT.gov. This agreement is to set forth terms by which the State of North Carolina, Department of Public Safety, North Carolina Emergency Management (Recipient), shall provide HMEP funding to the Sub-recipient to fund projects related to Emergency Management Planning, Trainings and Exercises. For more detailed description of the project approved for MOA#1712, please see Attachment 1 for detailed Scope of Work.

2. Program Authorization and Regulations

This Agreement, the North Carolina General Assembly and the Hazardous Materials Emergency Planning Grant Program (HMEP) are governed by the following statutes and regulations: (1) The Hazardous Materials Transportation Act, as amended, 49 U.S.C. § 5101 *et. seq.*; (2) 49 C.F.R. Part 110, and any other applicable policy memoranda and guidance documents; (3) Emergency Planning Community Right-To-Know Act (EPCRA), 42 U.S.C. § 11001 *et. seq.*; (4) 2 CFR Part 200; (5) The Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §5121 *et. seq.*; (6) Where applicable, it will comply with Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 *et seq.*, Federal Fair Labor Standards Act, 29 U.S.C. Section 201 *et seq.*, Davis-Bacon Act, 40 U.S.C. §§ 276a to 276a-7, Sections 306 and 508 of the Clean Air Act, 42 U.S.C. § 1857(h) and § 1368, Executive Order 11738, the Americans With Disabilities Act, 42 U.S.C. § 12001 *et. seq.*, the Anti-kickback (Copeland) Act of 1934, 18 U.S.C. Section 874 and 40 U.S.C. Section 276a, which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities, the Hatch Act, which limits the political activity of employees, the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 as amended Pub. L. 93-234, 87 Section 975, approved December 31, 1973. Section 103(a) required, on and after March 2, 1974, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area, that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance, applicable N.C. General Statutes when negotiating contracts for services and the Energy Policy and Conservation Act (P.L. 94-163) FY 2017 HMEP Notice of

Funding Opportunity Announcement (NOFOA) available at www.phmsa.dot.gov 9) applicable Grants Programs Directorate (GPD) Information Bulletins available at www.phmsa.dot.gov; and 10) the N.C. Emergency Management Act, Chapter 166A of the North Carolina General Statutes.

3. Compensation

Recipient agrees that it will pay the Sub-recipient complete and total compensation for the services to be rendered by the Sub-recipient. Payment to the Sub-recipient for expenditures under this Agreement will be reimbursed after the Sub-recipient's cost report is submitted and approved for eligible scope of work activity. The original signed copy of this Award and MOA must be signed by the Official(s) authorized to sign below and returned to North Carolina Emergency Management **no later than 45 days after the award date. The grant shall be effective upon return of the executed Grant Award and Memorandum of Agreement and final approval by North Carolina Emergency Management of the grant budget and program narrative.** Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.) and/or that all work activities are completed.

4. Funding Eligibility Criteria

Federal funds administered through the State are available to local governments to assist in the cost of developing and maintaining a "Comprehensive Emergency Management" program. Continued HMEP funding is contingent upon completion of all HMEP funding requirements. The following eligibility criteria must be adhered to during the Grant Program:

A. Every sub-recipient must:

- Be established as a state, local, or non-profit agency by appropriate resolution/ ordinance
- Complete any procurement(s) and expenditures no later than 12/31/2018
- Provide a semi-annual progress report to the NCEM EPCRA program manager using the latest grant

- B. File Retention: RECIPIENT/SUB-RECIPIENT's performance under this Agreement shall be subject to 2 CFR Part 200 Pursuant to 2 CFR Part 1201 , the RECIPIENT/SUB-RECIPIENT, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records to the AGENCY/GRANTEE, awarding agency (USDOT), and the Comptroller General of the United States or any authorized representatives, employees, and agents thereof. Sub-recipient is required to maintain records and (invoices) of this grant for five (5) years after termination of the grant, or audit if required, or longer where required by law, as outlined below, attached and incorporated by reference. However, if litigation, claim or audit has been initiated prior to the expiration of the five-year period and extends beyond the five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. Files must be available for review by North Carolina Emergency Management Staff for site visits, project closeout and future audits.

Sub-recipient must include appropriate documentation in the file, including but not limited to the following documents:

- Grant Award and Memorandum of Agreement/ Memorandum of Understanding and Supporting Appendices
- Completed appropriate cost report forms with invoices and proof(s) of payment
- Audit Findings and Corrective Action Plans

- C. Employees must be covered by an approved Pay Plan. However, the director may be exempt from this requirement.

D. The political subdivision must either:

- Have an acceptable local travel regulation plan
- Accept the state travel regulations.

5. Conditions

The Sub-recipient certifies that it understands and agrees that funds will only be expended for those projects outlined in the funding amounts as individually listed in the FY 2017 HMEP Application Packet, incorporated by reference herein. The Recipient certifies that it understands and agrees to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the applicable laws, rules and policies governing these funds; that all information is correct; that there has been appropriate coordination with affected agencies; that it is duly authorized to commit the Sub-recipient to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Sub-recipient; and that all agencies involved with this project understand that all federal funds are limited to period of performance of this award.

6. Supplantation

The sub-recipients are required to provide assurance that grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for hazardous materials transportation preparedness activities. In compliance with that mandate, the Sub-recipient certifies that the receipt of federal funds through North Carolina Emergency Management shall in no way supplant or replace state or local funds or other resources that would have been made available for hazardous materials transportation preparedness activities.

7. Compliance

The Sub-recipient shall comply with the applicable statutes, ordinances, regulations, licensing requirements, policies, guidelines and requirements, reporting requirements and certifications and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA, including those of federal requirements and State and local agencies having appropriate jurisdiction and found in the applicable FY 2017 HMEP Notice of Funding Opportunity Announcement (NOFOA). The Sub-recipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Failure to comply with the specified conditions will result in the return of this grant award to North Carolina Emergency Management.

8. Responsibilities

A. The Recipient shall:

- i. Provide funding to the Sub-recipient to perform the work activities as described herein.
- ii. Conduct a review of the project to ensure that it is in accordance with HMEP requirements.
- iii. Directly monitor the completion of this project.

B. The Sub-recipient shall:

- i. Expend FY 2017 HMEP Grant Program funds in accordance with the applicable USDOT and HMEP NOFO, the Grant Application Package, and the Grant Award and Special Conditions documents, incorporated by reference herein, of this MOA for the performance of the work activities.
- ii. Utilize State of North Carolina and/or local procurement policies and procedures for the expenditure of funds, and conform to applicable State and Federal law and the standards identified in the Procurement Standards Sections of 2 CFR Part 200. The Sub-recipient must follow procurement procedures and policies as outlined in the applicable USDOT and HMEP NOFO and the USDOT and Financial Management Guide. Sub-recipient shall comply with all applicable laws, regulations and program guidance. Sub-recipient must comply with the most recent version of the funding Administrative Requirements, Cost Principles, and Audit requirements. Administrative and procurement practices must conform to applicable federal requirements. A non-exclusive list of regulations commonly applicable to USDOT grants are listed below, codified in the following guidance: ; 2 CFR 215; 2 CFR Parts 225, 220, and 230 (formerly OMB Circulars A-87, A21 and A-122); 15 CFR Part 24; Federal Acquisition Regulations (FAR), Part 31.2; and 2 CFR 200 Sub-part F and 44 CFR Part 14; 28 CFR Part 23 "Criminal Intelligence Systems Operating Policies"; 49 CFR Part 1520 "Sensitive Security Information"; Public Law 107-296, The Critical Infrastructure Act of 2002; Title VI of the Civil

Rights Act of 1964, as amended, 42 U.S.C. 2000 et. seq.; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et. seq; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; The Age Discrimination Act of 1975, as amended, 20 U.S.C. 6101 et. seq.; Cash Management Improvement Act (CMIA) and its implementing regulations at 31 CFR Part 205; PHMSA. USDOT Grant Programs Directorate, Grants Management Division, Match Guidance; Certifications and Assurances regarding Lobbying 31 U.S.C. 1352, Drug-Free Workplace Act, as amended, 41 U.S.C. 701 et. seq. and Certification Regarding Drug-Free Workplace Requirements, Debarment and Suspension Executive Orders 12549 and 12689 and 44 CFR Part 17 and Certification Regarding Debarment, Suspension and Other Responsibility Matters; Assurances as listed in SF 424B and SF 424D, 28 CFR Parts 66, 67, 69, 70 and 83; and Grant Award and Special Conditions documents.

- C. Sub-recipient must take possession of all purchased equipment, receive any grant-eligible service and/or complete work activities prior to seeking reimbursement from the Recipient.
- D. Sub-recipient must complete the procurement(s) process not later than 12/31/2018
- E. REPORTS: The RECIPIENT/SUB-RECIPIENT shall provide reports or information to the AGENCY/GRANTEE. Report(s), as described in Attachment 2 to this Agreement, which are due thirty (30) days from completion of the plan, exercise, or study. Reports shall include the current LEPC membership roster, a copy of the most recent LEPC meeting minutes and agenda and LEPC by-laws. The RECIPIENT/SUB-RECIPIENT shall provide a semi-annual summary (progress report), not later than **June 15, 2018** to the EPCRA Program Manager to ensure that the project deliverables are being met, and that each grant contract is operating within budget. The AGENCY/GRANTEE may require additional reports as needed. The RECIPIENT/ SUB-RECIPIENT shall, as soon as possible, provide any additional reports requested by the AGENCY/GRANTEE. The AGENCY/GRANTEE contact will be the Division of Emergency Management EPCRA Program Manager for all reports. If all required reports and copies are not sent to the AGENCY/GRANTEE or are not completed in a manner acceptable to the AGENCY/GRANTEE, the AGENCY/GRANTEE may withhold payment until they are completed or may take such other action as set forth in paragraph (9). The AGENCY/GRANTEE may terminate the Agreement with a RECIPIENT/SUB-RECIPIENT if reports are not received within thirty (30) days after written notice by the AGENCY/GRANTEE. "Acceptable to the AGENCY/GRANTEE" means that the work product was completed in accordance with generally accepted principles and is consistent with the Budget and Scope of Work. Upon request by the AGENCY/GRANTEE, the RECIPIENT/ SUB-RECIPIENT shall provide such additional updates or information as may be required by the AGENCY/GRANTEE.
- F. Comply with the applicable federal statutes, regulations, policies, guidelines and requirements, reporting requirements and certifications as outlined in the applicable HMEP NOFOA and Grant Award and Special Conditions documents.
- G. Maintain a grant management filing system as required in this MOA and Attachment 3.
- H. Comply with current federal suspension and debarment regulations pursuant to 2 CFR 200 Sub-part F. . Sub-recipient shall be responsible to ensure that it has checked the federal System for Awards Management (SAM) <https://www.sam.gov/portal/public/SAM/> and the State Debarred Vendors Listing, <http://www.pandc.nc.gov/actions.asp> to verify that contractors or sub-recipients have not been suspended or debarred from doing business with the federal government".
- I. Ensure that HMEP funds are not used to support the hiring of any personnel for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities.
- J. Federal grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. ("Non-supplanting requirement")
- K. All materials publicizing or resulting from award activities must be approved by EPCRA program manager.
- L. The purchase or acquisition of any additional materials, equipment, accessories or supplies or completion of any work activities beyond those identified in this MOA shall be the sole responsibility of Sub-recipient and shall not be reimbursed under this MOA.
- M. Sub-recipient shall have sole responsibility for the maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this Agreement unless hand received or transferred.
- N. Sub-recipient shall maintain an effective property management system that complies with the following requirements. Equipment is defined as tangible, non-expendable property having a useful life of more

than one year and an acquisition cost of \$5,000 or more per unit. Sub-recipient may have property management guidelines that are more restrictive, requiring a unit of equipment with a value of less than \$5,000 to be inventoried; if so, such equipment purchased under this award allocation shall be included on the report submitted to Recipient.

- i. Recipient and Sub-recipient shall take an initial physical inventory of any equipment. The Grant Summary, Cost Reports with backup documentation, Certificate of Title, and any other Sub-recipient reports or inventory reports that include information regarding the grant, vendor, invoice number, cost per item, number of items, description, location, condition and identification number may be used to meet this requirement. The Sub-recipient must provide semi-annual update until all funds are expended.
 - ii. Sub-recipient must ensure a control system exists to ensure adequate safeguards to prevent loss, damage or theft. Sub-recipient shall be responsible for replacing or repairing equipment which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage or theft of the property must be investigated and fully documented, and made part of the official project records.
 - iii. Sub-recipient or equipment owner must ensure adequate maintenance procedures exist to keep the equipment in good condition.
 - iv. Sub-recipient may dispose of the equipment when the original or replacement equipment acquired under the grant award is no longer needed for the original project or program. Items with a fair market value of less than \$5,000 may be retained, transferred or otherwise disposed of with prior approval of Recipient and in accordance with disposition requirements in 2 C.F.R. Part 200. Items with a current per unit standard federal or fair market value in excess of \$5,000 may be retained, transferred or otherwise disposed of with prior Recipient approval in accordance with disposition requirements in 2 C.F.R. Part 200. Sub-recipient must provide documentation that includes the method used to determine current fair market value.
 - v. Only authorized equipment listed in the FY2017 PHMSA NOFO are eligible for purchase. For more guidance visit www.phmsa.dot.gov.
- O. No indirect or administrative costs will be charged to this allocation award.

Sub-recipients must utilize equipment as intended in their project application to NCEM. Any variation from this intended use must be requested in writing and approved by NCEM.

Any equipment purchased under the PHMSA Grant is subject to use as a regional asset to be utilized by the US DOT, North Carolina Emergency Management, or Domestic Preparedness Region partners and statewide as needed. Failure to adhere to this policy might result in revocation of funds allocated for the purchase of said equipment.

- P. Each Sub-recipient must have a DUNS Number, prior to any funds being released. DUNS Numbers may be obtained from either of the following web links: www.dnb.com or <http://fedgov.dnb.com/webform>.
- Q. System for Award Management (SAM) registration is required for all applicants. Each Sub-recipient shall ensure that your organization's name, address, DUNS number and EIN are up to date in SAM and that the DUNS number used in SAM is the same one used to apply for all federal awards. SAM information can be found at <http://www.sam.gov>. Future payments will be contingent on the information provided in SAM. Therefore, it is imperative that the information is correct.
- R. The purchase or acquisition of any additional materials, equipment, accessories or supplies, or the provision of any training, exercise or work activities beyond that identified in this MOA shall be the sole responsibility of Sub-recipient and shall not be reimbursed under this MOA.
- S. Sub-recipients certify that they have read and agree to abide by the instructions contained in the sub-recipient instructions document provided by NCEM.
- T. If applicable, changes, real property, equipment, supplies and copyrights will be administered in accordance with 2 CFR Part 200.

9. Funding

All terms and conditions of this MOA are dependent upon and subject to the allocation of funds from USDOT, PHMSA and Recipient for the purposes set forth and the MOA shall automatically terminate if funds cease to be available. Allowable costs shall be determined in accordance with the applicable USDOT Program Guidelines, which include, but may not be limited to, the FY 2017 HMEP NOFO, available at: www.phmsa.dot.gov, 2 CFR Parts 200 Sub-part F, 215, 220, 225, and 230, Federal Acquisition Regulations (FAR) Part 31.2, and the USDOT Financial Management Guide available at www.DOT.gov. Allowable costs are also subject to the approval of the State Administrative Agent for the State of North Carolina, the Secretary of the Department of Public Safety.

10. Taxes

Sub-recipient shall be considered to be an independent sub-recipient and as such shall be responsible for all taxes.

11. Warranty

As an independent sub-recipient, the Sub-recipient will hold the Recipient harmless for any liability and personal injury that may occur from or in connection with the performance of this Agreement to the extent permitted by the North Carolina Tort Claims Act. Nothing in this Agreement, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this Agreement. This Agreement does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This Agreement is intended for the sole and exclusive benefit of the parties hereto. This Agreement is not made for the benefit of any third person or persons. No third party may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

12. Audit Requirements

For all PHMSA grant programs, Sub-recipient is responsible for obtaining audits in accordance with 2 CFR 200 Subpart F.

13. State Property

Sub-recipient shall be responsible for the custody and care of any property purchased with HMEP funds furnished for use in connection with the performance of this Agreement and shall reimburse the Recipient for any loss or damage to said property until the property is disposed of in accordance with HMEP Program requirements. Recipient will not be held responsible for any property purchased under this MOU/MOA. Title to the property purchased with HMEP funds shall be in the Sub-recipient's name unless noted in section 2 of the MOA.

14. Points of Contact

To provide consistent and effective communication between Sub-recipient and the Department of Public Safety, North Carolina Emergency Management, each party shall appoint a principal representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. The Department of Public Safety, North Carolina Emergency Management contact shall be, Assistant Director for Planning & Homeland Security, the Homeland Security Grants Management Staff, and NCEM Branch Staff. The Sub-recipient point of contact shall be the HMEP Program Manager or the person designated by the Sub-recipient. All confidential information of either party disclosed to the other party in connection with the services provided hereunder will be treated by the receiving party as confidential and restricted in its use to only those uses contemplated by the terms of this MOA. Any information to be treated as confidential must be clearly marked as confidential prior to transmittal to the other party. Neither party shall disclose to third parties, the other party's confidential information without written authorization to do so from the other party. Specifically excluded from such confidential treatment shall be information that: (i) as of the date of disclosure and/or delivery, is already known to the party receiving such information; (ii) is or becomes part of the public domain, through no fault of the receiving party; (iii) is lawfully disclosed to the receiving party by a third party who is not obligated to retain such information in confidence; or (iv) is independently developed at the receiving party by someone not privy to the confidential information.

15. Public Records Access

While this information under Federal control is subject to requests made pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. §552 et. seq., all determinations concerning the release of information of this nature are made on a case-by-case basis by the PHMSA FOIA Office. This agreement may be subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes.

16. Subcontracting

If Sub-recipient subcontracts any or all purchases or services required under this Agreement, then Sub-recipient agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this MOA. Sub-recipient and any subcontractor agree to include in the subcontract that the subcontractor shall hold Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this MOA. If Sub-recipient subcontracts any or all purchases or services required under this MOA, a copy of the executed subcontract Agreement must be forwarded to Recipient. A contractual arrangement shall in no way relieve Sub-recipient of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements. Sub-recipient is bound by all special conditions of this grant award as set out in the Grant Application Package and the Grant Award and Special Conditions documents, incorporated by reference herein, as well as all terms, conditions and restrictions of the applicable HMEP NOFO referenced herein.

17. Situs

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in State Court in Wake County, North Carolina.

18. Antitrust Laws:

This Agreement is entered into in compliance with all State and Federal antitrust laws.

19. Other Provisions/Severability

Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, or the Sub-recipient. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

20. Compliance with the law

Sub-recipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Sub-recipient shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA, including those of federal requirements and State and local agencies having appropriate jurisdiction and found in the FY 2017 HMEP NOFO.

21. Entire Agreement

This Agreement and any annexes, exhibits and amendments annexed hereto and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.

22. Modification

This Agreement may be amended only by written amendments duly executed by the Recipient and the Sub-recipient.

23. Certification of Eligibility--Under the Iran Divestment Act

Pursuant to N.C.G.S. § 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S §147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, N.C.G.S. 147-86.55 et seq. requires that each vendor, prior to contacting with the State certify, and the undersigned on behalf of the Vendor does hereby certify, to the following:

- That the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran.

- That the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List.
- That the undersigned is authorized by the Vendor to make this Certification.

The State Treasurer’s Final Divestment List can be found on the State Treasurer’s website at the address: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-divestment-Act-resources.aspx> and will be updated every 180 days. For Questions about the Department of State Treasurer’s Iran Divestment Policy, please direct question to (919) 814-3852.

24. Termination

The terms of this agreement, as modified with the consent of all parties, will remain in effect until 12/31/2018. Either party upon thirty (30) days advance written notice to the other party may terminate this agreement. Upon approval by USDOT, PHMSA and the issuance of the Grant Adjustment Notice, if this MOA is extended, the termination date for the extension will be the date listed in the applicable USDOT, PHMSA Grant Adjustment Notice, incorporated by reference herein. If USDOT suspends or terminates funding in accordance with 2 CFR 200 and the FY2017 HMEP NOFO, incorporated by reference herein, the Sub-recipient shall reimburse North Carolina Emergency Management for said property and/or expenses.

25. Budget and Scope of Work

Sub-recipient shall implement the HMEP Grant project summarized below and as described in the approved project application. That Application is hereby incorporated by reference into this Agreement. The Agency/ Recipient shall reimburse eligible costs according to the following expenditures:

A. Funding Summary

Project Costs:

Federal Share:	\$	3,500.00
State Share:	\$	0.00
Local Share:	\$	0.00
TOTAL:	\$	3,500.00

B. Scope of Work Summary

Please see Attachment 1 for a detailed Scope of Work description.

C. Reports to be provided during Period of Performance

Sub-recipient must also provide a semi-annual summary (progress report); no later than **June 15th** to the HMEP Grant Manager and/or Field Planner to ensure that the project deliverables are being met, and that each grant contract is operating within budget.

D. Reports to be Provided at the Conclusion of Work (if applicable)

- Semi-annual project progress reports.
- Sub-recipient involved legal action that pertains to Planning, Training, Exercise and Equipment purchased with HMEP
- After action report from exercise
- Training course roster and description
- A copy of a plan created or re written with grant funds
- Any other documentation that would be pertinent
- Any invoices detailing the expenses associated with the project
- Proof of payment for each invoice

26. Lobbying Prohibition

The Sub-recipient certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or employee of any state or federal agency, a member of the N.C. General Assembly, 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.

- B. In any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representative 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.

27. Assurance of Compliance with Title VI of the Civil Rights Act of 1964

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

A. Compliance with Regulations

The contractor shall comply with the Regulations relative to nondiscrimination in Federally-Assisted Programs of the 2 C.F.R. 200 and North Carolina regulation as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

B. Nondiscrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitation for Subcontracts, Including Procurements of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractors obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

D. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Research and Special Programs Administration (RSPA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Recipient or the Research and Special Programs Administration as appropriate, and shall set forth what efforts it has made to obtain such information.

E. Sanctions for Noncompliance

In the event of the contractor's noncompliance with nondiscrimination provisions of this contract, the Recipient shall impose contract sanctions as it or the Research and Special Programs Administration may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies
- Cancellation, termination, or suspension of the contract, in whole or in part

F. Incorporation of Provisions

The contractor shall include the provisions of every subcontract, including procumbent of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contract shall take such action with respect to any subcontract or procurements as the Recipient or the Research and Special Programs Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provide, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontract or supplier as a result of such direction, the contractor may request the Recipient to enter into such litigation to protect the of the Recipient and, in addition the contractor may request the United States to enter such litigation to protect the interests of the United States.

28. Assurance of Compliance with Title VI of the Civil Rights Act of 1964

Sub-recipient **HEREBY AGREES THAT** as a condition to receiving any federal financial assistance from the USDOT it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act) and all requirements imposed by or pursuant to 2 CFR Sub Part F , Nondiscrimination in Federally-Assisted Programs of the USDOT - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise discrimination under any program or activity for which the Sub-recipient receives federal financial assistance from the USDOT, and **HEREBY GIVES ASSURANCE THAT** it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations. More specifically and without limiting the above general assurance, the Sub-recipient hereby gives the following specific assurance with respect to the project:

- A. That the Sub-recipient agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to ("facility")) operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
- B. That the Sub-recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and, in adapted form in all proposals for negotiated agreements:
 - i. The Sub-recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and 2 CFR Sub Part F issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority, business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.
- C. That the Sub-recipient shall insert the clauses of this agreement in every contract subject to the Act and the Regulations.
- D. That this assurance obligates the Recipient for the period during which federal financial assistance is extended to the project.
- E. That the Sub-recipient shall provide for such methods of administration for the program as are found by the Secretary of USDOT or the official to whom he delegates specific authority to give reasonable guarantee that is, other recipients, sub-recipients, contractors, subcontractors, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.

- F. That the Sub-recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, and Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Recipient by the USDOT and is binding on it, other recipients, sub-recipients, contractors, subcontractors, transferees, successors in interest and other participants in the Department of Transportation Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the recipients.

29. Assurance of compliance with Title VI of the Civil Rights Act of 1964

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by Sub-recipient executed in expending these grant funds. The [Sub-recipient, licensee, lessee, permittee, etc., as appropriate] for herself/himself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this [deed, license, lease, permit, etc.] for a purpose for which a USDOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Sub-recipient, licensee, lessee, permittee, etc.] shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 2 CFR Sub Part F and as said Regulations may be amended. That in the event of breach of the above nondiscrimination covenants, Sub-recipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [licenses, lease, permit, etc.] had never been made or issued. That in the event of breach of any of the above nondiscrimination covenants, Sub-recipient shall have the right to re-enter said lands and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of Sub-recipient and its assigns. The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by Sub-recipient. The [Sub-recipient, licensee, lessee, permittee, etc., as appropriate] for herself/himself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in case of deeds, and leases add "as a covenant running with the land"] that (1) no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination, and (3) that the [Sub-recipient, licensee, lessee, permittee, etc.] shall use the premises in compliance with all other requirements imposed by or pursuant 2 CFR Sub Part F Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. That in the event of breach of any of the above nondiscrimination covenants, Sub-recipient **shall** have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued. That in the event of breach of any of the above nondiscrimination covenants, Sub-recipient shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of Sub-recipient **and** its assigns. Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

30. Assurance of Compliance with Privacy Act

The Sub-recipient agrees:

- A. To comply with the provisions of the Privacy Act of 1974, 5 U.S.C. §552A and regulations adopted there under, when performance under the program involves the design, development, or operation of any system or records on individuals to be operated by the Sub-recipient, its third-party contractors, subcontractors, or their employees to accomplish a USDOT function.
- B. To notify USDOT when the Sub-recipient or any of its third-party contractors, subcontractors, sub-recipients, or their employees anticipate a system of records on behalf of USDOT in order to implement the program, if such system contains information about individuals name or other identifier assigned to the individual. A

system of records subject to the Act may not be used in the performance of this Agreement until the necessary and applicable approval and publication requirements have been met.

- C. To include in every solicitation and in every third-party contract, sub grant, and when the performance of work, under that proposed third-party contract, sub grant, or sub agreement may involve the design, development, or operation of a system of records on individuals to be operated under that third-party contract, sub grant, or to accomplish a USDOT function, a Privacy Act notification informing the third party contractor, or sub Recipient, that it will be required to design, develop, or operate a system of records on individuals to accomplish a USDOT function subject to the Privacy Act of 1974, 5 U.S.C. §552a, and applicable USDOT regulations, and that a violation of the Act may involve the imposition of criminal penalties; and
- D. To include the text of Subsections a through c in all third party contracts, and sub grants under which work for this Agreement is performed or which is award pursuant to this Agreement or which may involve the design, development, or operation of a system of records on behalf of the USDOT.

31. Certification Regarding Drug-Free Workplace Requirements (Sub-Recipients Other Than Individuals)

This certification is required by the regulations implementing the *Drug-Free Workplace Act of 1988*. The regulations, published in the January 31, 1989 Federal Register, require certification by sub-recipient, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of act upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension of debarment, (*See 44 CFR Part 2*)

The subgrantee(sub-recipient) certifies that it will or will not continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Sub-recipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- (b) Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Sub-recipient's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2), from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted -
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (g).

Place(s) of Performance: The Sub-recipient shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant (street address, city, county, state, zip code)

32. Execution and Effective Date

This grant shall become effective upon return of this original Grant Award and Memorandum of Agreement, properly executed on behalf of the Sub-recipient, to North Carolina Emergency Management and will become binding upon execution of all parties to the Agreement. The terms of this Agreement will become effective 1/01/2018. The last signature shall be that of Erik A. Hooks, Secretary for the North Carolina Department of Public Safety.

33. Term of this Agreement

This agreement shall be in effect from 1/01/2018 to 12/31/2018.

IN WITNESS WHEREOF, the parties have each executed this Agreement and the parties agree that this Agreement will be effective as of 1/01/2018

N.C. DEPARTMENT OF
PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT
1636 GOLD STAR DR
RALEIGH, NC 27607

SAMPSON COUNTY
107 UNDERWOOD STREET
CLINTON, NC 28328-0107

DocuSigned by:
BY: Michael A. Sprayberry
MICHAEL A. SPRAYBERRY, DIRECTOR
NORTH CAROLINA EMERGENCY MANAGEMENT

DocuSigned by:
BY: Edwin W. Causey
9D82B8EB0002457...

APPROVED AS TO PROCEDURES:

BY: _____
JAMES J. CHEROKE, CONTROLLER
DEPARTMENT OF PUBLIC SAFETY

BY: _____

DocuSigned by:
BY: William Polk
WILLIAM POLK, ASSISTANT GENERAL COUNSEL
REVIEWED FOR THE DEPARTMENT OF
PUBLIC SAFETY, BY WILLIAM POLK,
DPS ASSISTANT GENERAL COUNSEL, TO FULFILL THE
PURPOSES OF THE US DEPARTMENT OF
TRANSPORTATION GRANT PROGRAMS

DocuSigned by:
BY: Ronald Bass
9D34950BF3BB428...

BY: _____
ERIK A. HOOKS, SECRETARY
DEPARTMENT OF PUBLIC SAFETY

THIS MOA WAS PREVIOUSLY APPROVED AS TO FORM BY THE NORTH CAROLINA DEPARTMENT OF JUSTICE FOR THE FY 2017 HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS GRANT PROGRAM ONLY AND IS SUBJECT TO EXECUTION BY ERIK A. HOOKS, SECRETARY OF THE DEPARTMENT OF PUBLIC SAFETY. THIS MOU/MOA SHOULD NOT BE USED FOR OTHER MOUs/MOAs FOR THE HMEP FOR OTHER FISCAL YEARS.

Attachment 1

2017 Hazardous Materials Preparedness Project Guidance and Application

North Carolina Emergency Management Technological Hazards Branch

General Information

United States Department of Transportation Fiscal Year 2017 Hazardous Materials Emergency Preparedness (HMEP) Grant funds will be passed through to Local Emergency Planning Committees (LEPCs) and Tribes within North Carolina on a competitive basis utilizing a single application.

For the federal HMEP Grant program, NCEM will award a maximum amount of \$10,000 to any one LEPC and \$25,000 for multi-county LEPCs/Regional Activities.

To be considered for an award under either program, Area Coordinators/Branch Managers must receive a completed application for the LEPC project no later than January 30, 2018.

The HMEP Grant is a United States Department of Transportation grant and is managed by the Pipeline and Hazardous Materials Safety Administration (PHMSA). The HMEP funds are derived from shippers of hazardous materials; therefore, there is an expectation that the funds will be used for enhancing preparedness for transportation incidents involving hazardous materials.

This year priority will be given to (in order):

- Joint/regional hazardous materials preparedness activities.
- Exercise of hazardous materials plans.
- Development of emergency response plans with a clearly identifiable hazardous materials focus or the development or update of the hazardous materials annex to the County/Tribal Plan.

Period of Performance (Anticipated)

Feb 1, 2018 through January 30, 2019.

Eligible Projects and Activities

The following activities are eligible as projects for consideration. The intent of this process is to allow grant funds to be used by LEPCs for a variety of identified planning needs.

- Conduct Joint/regional hazardous materials preparedness activities that mutually benefit all parties.
- Conduct exercises based on response plans.
- Develop initial LEPC/Tribal Emergency Response Plan, or Hazardous Materials Annex to County/Tribal Plan.
- Revision of the LEPC/Tribal Emergency Response Plan, or Hazardous Materials Annex to County/Tribal Plan.

- Develop or expand Regional Response Team planning.
- Conduct or revise Hazard Identification and Vulnerability Analysis (HIVA).

Grant Award Criteria

Applicants must ensure their hazardous materials response plan is consistent with the provisions of the Emergency Planning and Community Right-To-Know Act (EPCRA), also known as the Superfund Amendment Reauthorization Act (SARA) Title III, and have a functional and active LEPC or Tribal hazardous material response program. Proposed projects will be competitively evaluated according to the following selection criteria:

- How effective will the project be in improving hazardous materials capabilities?
- How cost effective is the proposed project?
- Does it contribute to other jurisdictions planning and regional response efforts?

Applicants must have an active registration in the federal System for Award Management (SAM).

Budgetary Criteria

The following budgetary rules apply to all applications.

Allowable expenses for activities:

- Hiring contractors or consultants to perform work eligible under the grant.
- Equipment rental.
- Per Diem and travel expenses.
- Supplies and training materials.
- Mail and postage costs.
- Printing and reproduction costs.
- Commodity Flow Studies

Non-allowable expenses:

- No funds awarded may be used for the purchase of equipment (including software and electronics).
- No funds may be used to replace or supplant local government funding of existing planning or exercise programs.
- Salary (including overtime) of any employees who backfill positions.

For more information about project and expense eligibility, please see the [HMEP Grant Program Expenditures and Activities Guide](#), published by the Pipeline and Hazardous Materials Safety Administration.

Application Review

Proposed project applications will be subjected to a competitive review process. If necessary, a review panel will meet before February 15, 2018 to evaluate all applications. The review panel may consist of the Branch Managers and/or members of the North Carolina State Emergency Response Commission Hazardous Materials Committee. An effort will be made to achieve the

broadest possible geographic distribution of these awards. Applicant performance on other NCEM grants will be considered when evaluating the applications.

Monitoring and Follow-Up Requirements

LEPCs receiving grant funds must enter into a Memorandum of Agreement with North Carolina Emergency Management. Additionally, they must provide a semi-annual summary (progress report), not later than Aug 1, 2018, to the Technological Hazards Branch to ensure that the project deliverables are being met, and that each grant contract is operating within budget. All changes to the statement of work must be approved in writing prior to conducting activities.

Activities must be completed by January 30, 2019 and final documentation is required by February 15, 2019 and includes the following:

- If training/exercise is conducted, a complete roster and After Action Report (AAR) detailing the outcome and benefit is required.
- If seminar or conference, an agenda, attendance roster, and copies of presentations are required.
- If an emergency response plan, hazardous materials response plan, or hazardous materials annex was updated, a copy of the updated plan is required.
- Cost Report should be completed and sent along with detailed invoices and proof of payment.

Note: Funds will not be reimbursed until all deliverables are received.

Application Process

1. Complete the attached 2017 Hazardous Materials Preparedness Project Application.
2. Submit a separate set of applications for each proposed project (if necessary).
3. If submitting a joint/regional application, establish priorities and clearly show how each jurisdiction will benefit.
4. If multiple projects are requested, establish and define a priority list.
5. Submit project proposal electronically via e-mail attachment to appropriate NCEM Area Coordinator who will either tentatively approve or disapprove. The Area Coordinator will forward (tentatively approved applications) to the Branch Manager who will review the application and forward to the Hazardous Materials Preparedness Project review committee for final approval.
6. If there are any questions regarding this process, please contact an EPCRA Coordinator at 919-436-2746 or email epcra@ncdps.gov.

2017 HAZARDOUS MATERIALS PREPAREDNESS PROJECT APPLICATION

Instructions

Please provide the information requested below. All fields are mandatory. Limit your response to the space allocated whenever possible. If this is not possible, please indicate on the form when additional pages are attached. Clear, complete, and concise information is required for the panel to make fair and equitable decisions.

Applicant Information

Organization:	Sampson County Emergency Services
Mailing Address: Street, City, State, Zip +4	107 Underwood Street Clinton NC 28328-0107
Physical Address: Street, City, State, Zip +4	107 Underwood Street Clinton NC 28328-0107
DUNS Number:	040044067
Tax ID Number:	56-6000338

Host County:	Sampson County Emergency Services
Local Emergency Planning Committee (LEPC):	Sampson County LEPC
Is your organization registered in SAM:	Yes

Point of Contact:	Jerry Cashwell
Title:	Assistant Director of Sampson County Emergency Services
Email:	jcashwell@sampsonnc.com
Phone Number:	910-592-8996
Fax:	910-592-5383

Memorandum of Agreement (MOA/MOU) Information

Please list all names and titles that should appear on the signature page of the MOA/MOU should your organization receive an award. Only one signatory is required; multiple spaces have been provided for entities with policies requiring multiple people to sign. If more space is needed, please add rows identical to the ones below and notify NCEM. Names will appear in order entered below.

NCEM grant MOAs are currently being disseminated and signed electronically via DocuSign.

Name:	Ed Causey
Title:	County Manager
Email	ecausey@sampsonnc.com

Name:	David Clack
Title	Director of Finance
Email:	davec@sampsonnc.com

Name	Ronald Bass
Title:	Director of Emergency Services
Email:	ronaldbass@sampsonnc.com

Project Overview:

Project Title:	Sampson/Bladen Transportation Incident
Is your proposed activity joint or regional in nature?	Regional
If you answered yes above, please explain, otherwise put N/A:	Sampson and Bladen Counties will work together to plan and conduct a full-scale transportation incident.
Would you like to request the State Hazardous Materials Regional Response Team (RRT) participate in your HMEP grant activity?	Yes
If you answered yes above, please describe desired RRT involvement (technical assistance, exercise participation, pre-planning, etc.), otherwise put N/A:	Pre-Planning and Response

Note: Requests for regional response team participation will be reviewed and granted as funding allows. Regional Response Team participation will be funded by Tier II fee revenue and do not need to be accounted for in your project budget below.

Project Statement of Work

Please provide a detailed description of your proposed project.

- Breakdown activities into clear actions.
- Identify personnel providing services if applicable.
- Identify measurable, tangible deliverables/results.

Statement of Work
<ul style="list-style-type: none"> - Plan and conduct Hazardous Materials Incident involving first responders from Bladen and Sampson County - Test and evaluate capabilities of first responders - Evaluate and exercise portions of the County EOP - Evaluate interoperability of local responders and State Haz-Mat Team

Project Timeline

Include critical dates and measurable activities for task completion. Projects must be completed in time to submit all paperwork by February 15, 2019.

Date	Milestone
April 2018	Planning Meeting
July 2018	Planning Meeting
August 2018	Planning Meeting
September 2018	Planning Meeting

October 2018	Planning Meeting
November 2018	Exercise

Project Budget

Please provide your projected costs.

Item Description	Cost
Planning Meeting	\$200.00
Planning Meeting	\$200.00
Planning Meeting	\$200.00
Planning Meeting	\$200.00
Planning Meeting	\$200.00
Exercise	\$2500.00
Total Projected Cost:	\$3500.00

Final signed cost report should be submitted with, or prior to, final performance deliverables. The requested reimbursement amount on the final cost report should not exceed the total amount of the grant reward.

Application Submission

Please type your name and today's date below as signature to certify the following:

- This application is complete and accurate to the best of your knowledge.
- This project, if awarded, will adhere to the approved Statement of Work and any changes made to this project after submission must be approved in writing by the Technological Hazards Branch of North Carolina Emergency Management.
- This application will be submitted by email to your county's NCEM Area Coordinator on or before January 30, 2018.

Name:	Melissa Wescott
Date:	January 30, 2018

If you have any questions please do not hesitate to reach out to us at 919-436-2746 or epcra@ncdps.gov.

Attachment 2

Semi-Annual Progress Report

FY 2017 HMEP HM-HMP-0544-16-02-00

Grant Award Amount: \$

Funds Expended:

Activities	Metric	
1. Equipment	Dates, current status. For example: list needs identified, items in vendor negotiation, purchased, placed in service, etc.	
2. Planning	Dates, current status. For example: list needs identified, updates or revisions made to plans, or those to be made.	
3. Training	Dates, status of training. For example: list identified needs; training planned, in progress, or conducted (with agenda and roster attached).	
4. Exercise	Dates, status of exercise. For example: list identified needs; exercise(s) planned, in progress, or conducted (with After Action Report attached).	

Report submitted by:
Date:

Semi-Annual Progress Reports are due:
June 15th

Attachment 3

Required Sub-Grantee File Documentation

Sub-grantee or sub-recipient must meet the financial administration requirements in 2 C.F.R Part 200 and must maintain a file for each HMEP grant award. The files must be available for review by the North Carolina Division of Emergency Management – Homeland Security Branch Staff for site visits, project closeout and future audits.

Sub-grantee or sub-recipient must include appropriate documentation in the file, including but not limited to the following documents:

1. Grant Award and Memorandum of Agreement/ Memorandum of Understanding and Supporting Appendices
2. Completed appropriate cost report forms with invoices and proof(s) of payment
3. Audit Findings and Corrective Action Plans
4. Equipment Inventory records with photo documentation of labeling
5. Rosters from meeting, training and exercises.
6. After Action Reports



Sampson County Finance Department
David K. Clack, Finance Officer

MEMORANDUM

TO: Board of Commissioners

FROM: David K. Clack Finance Officer

DATE: April 26, 2018

SUBJECT: Juvenile Justice Certifications and Funding Plan FY 18-19

Attached please find the certification standards form and the funding plan for the Juvenile Justice Program for the fiscal year 2018-2019. The standards and funding plan have been approved and recommended by the Juvenile Justice committee.

We respectfully request that the Board approve the documents.



NC Department of Public Safety
Juvenile Crime Prevention Council Certification

Fiscal Year: 2018-2019

County: Sampson Date: April 9, 2018

CERTIFICATION STANDARDS

STANDARD #1 - Membership

- A. Have the members of the Juvenile Crime Prevention Council been appointed by county commissioners? Y
B. Is the membership list attached? Y
C. Are members appointed for two year terms and are those terms staggered? Y
D. Is membership reflective of social-economic and racial diversity of the community? Y
E. Does the membership of the Juvenile Crime Prevention Council reflect the required positions as provided by N.C.G.S. §143B-846? N

If not, which positions are vacant and why?

Chief of Police, Chief District Court Judge, District Attorney, Substance Abuse Professional, Two persons under the age of 18 Rep. United Way. All have been asked with no response.

STANDARD #2 - Organization

- A. Does the JCPC have written Bylaws? Y
B. Bylaws are [X] attached or [] on file (Select one.)
C. Bylaws contain Conflict of Interest section per JCPC policy and procedure. Y
D. Does the JCPC have written policies and procedures for funding and review? Y
E. These policies and procedures [X] attached or [] on file. (Select one.)
F. Does the JCPC have officers and are they elected annually? Y
JCPC has: [X] Chair; [X] Vice-Chair; [X] Secretary; [X] Treasurer.

STANDARD #3 - Meetings

- A. JCPC meetings are considered open and public notice of meetings is provided. Y
B. Is a quorum defined as the majority of membership and required to be present in order to conduct business at JCPC meetings? Y
C. Does the JCPC meet bi-monthly at a minimum? Y
D. Are minutes taken at all official meetings? Y
E. Are minutes distributed prior to or during subsequent meetings? Y

STANDARD #4 - Planning

- A. Does the JCPC conduct an annual planning process which includes a needs assessment, monitoring of programs and funding allocation process? Y
B. Is this Annual Plan presented to the Board of County Commissioners and to DPS? Y
C. Is the Funding Plan approved by the full council and submitted to Commissioners for their approval? Y

Juvenile Crime Prevention Council Certification (cont'd)

STANDARD #5 - Public Awareness

- A. Does the JCPC communicate the availability of funds to all public and private non-profit agencies which serve children or their families and to other interested community members? (RFP, distribution list, and article attached) _____ Y
- B. Does the JCPC complete an annual needs assessment and make that information available to agencies which serve children or their families, and to interested community members? _____ Y

STANDARD #6 – No Overdue Tax Debt

- A. As recipient of the county DPS JCPC allocation, does the County certify that it has no overdue tax debts, as defined by N.C.G.S. §105-243.1, at the Federal, State, or local level? _____ Y

Briefly outline the plan for correcting any areas of standards non-compliance.

Having complied with the Standards as documented herein, the Juvenile Crime Prevention Council may use up to \$15,500 of its annual Juvenile Crime Prevention fund allocation to cover administrative and related costs of the council. *Form JCPC/ OP 002 (b) JCPC Certification Budget Pages* detailing the expenditure budget must be attached to this certification.

The JCPC Certification **must be received by June 30, 2018.**

**JCPC Administrative Funds
SOURCES OF REVENUE**

DPS JCPC	
Only list requested funds for JCPC Administrative Budget.	_____ 11,363
Local	_____
Other	_____
Total	_____ 11,363

JCPC Chairperson Date

Chairman, Board of County Commissioners Date

DPS Designated Official Date

Juvenile Crime Prevention Council Certification (cont'd)

Sampson

County

FY 2018-2019

Instructions: N.C.G.S. § 143B-846 specifies suggested members be appointed by county commissioners to serve on local Juvenile Crime Prevention Councils. In certain categories, a designee may be appointed to serve. Please indicate the person appointed to serve in each category and his/her title. Indicate appointed members who are designees for named positions. Indicate race and gender for all appointments.

Specified Members	Name	Title	Designee	Race	Gender
1) School Superintendent or designee	Wesley Johnson		<input type="checkbox"/>	w	m
2) Chief of Police	Vacant		<input type="checkbox"/>		
3) Local Sheriff or designee	Chris Godwin	Sheriff Dept	<input checked="" type="checkbox"/>	w	m
4) District Attorney or designee	Vacant		<input type="checkbox"/>		
5) Chief Court Counselor or designee	Tracy Arrington	Court Counselor	<input type="checkbox"/>	b	f
6) Director, AMH/DD/SA, or designee			<input type="checkbox"/>		
7) Director DSS or designee	Lynn Fields	DSS	<input checked="" type="checkbox"/>	i	f
8) County Manager or designee	David K Clack	Finance Officer	<input checked="" type="checkbox"/>	w	m
9) Substance Abuse Professional	Vacant		<input type="checkbox"/>		
10) Member of Faith Community	Reverend Neal	JCPC Chairman	<input type="checkbox"/>	w	m
11) County Commissioner	Clark Wooten	BOC Chairman	<input type="checkbox"/>	w	m
12) Two Persons under age 18 (State Youth Council Representative, if available)	Vacant		<input type="checkbox"/>		
	Vacant		<input type="checkbox"/>		
13) Juvenile Defense Attorney	Vacant		<input type="checkbox"/>		
14) Chief District Judge or designee	Vacant		<input type="checkbox"/>		
15) Member of Business Community	Fred Cumbo	Retired	<input type="checkbox"/>	w	m
16) Local Health Director or designee	Tamra Jones	Health	<input checked="" type="checkbox"/>	w	f
17) Rep. United Way/other non-profit	Vacant		<input type="checkbox"/>		
18) Representative/Parks and Rec.	Dana Hall	Director	<input type="checkbox"/>	w	f
19) County Commissioner appointee	Elizabeth Phillips	JCPC Secretary	<input type="checkbox"/>	w	f
20) County Commissioner appointee	Billy F Jackson	Retired LEO	<input type="checkbox"/>	w	m
21) County Commissioner appointee	Melissa Reese	EastPointe Mental Health	<input type="checkbox"/>	w	f
22) County Commissioner appointee			<input type="checkbox"/>		
23) County Commissioner appointee			<input type="checkbox"/>		
24) County Commissioner appointee			<input type="checkbox"/>		
25) County Commissioner appointee			<input type="checkbox"/>		

Sampson County

NC DPS - Community Programs - County Funding Plan

Available Funds: \$ 168,092 Local Match: \$ 23,380 Rate: 10%

DPS JCPC funds must be committed with a Program Agreement submitted in NC Allies and electronically signed by authorized officials.

#	Program Provider	DPS-JCPC Funding	LOCAL FUNDING			OTHER	OTHER	Total	% Non DPS-JCPC Program Revenues
			County Cash Match	Local Cash Match	Local In-Kind	State/Federal	Funds		
1	JCPC Administration	\$11,363						\$11,363	
2	Sampson Co Coop Ext 4-H Development (Psychological Services)	\$7,000			\$1,900			\$8,900	21%
3	Coastal Horizons, Inc (Temporary Shelter Care)	\$16,800			\$2,400			\$19,200	13%
4	Sampson Co Coop Ext 4-H Development (Restitution/Community Service/Teen Court)	\$79,802			\$14,280			\$94,082	15%
5	Sampson Co Coop Ext 4-H Development (Interpersonal Skill Building)	\$32,236			\$4,800			\$37,036	13%
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
TOTALS:		\$147,201			\$23,380			\$170,581	14%

The above plan was derived through a planning process by the Sampson County
 Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 2018-2019

Amount of Unallocated Funds \$20,891

Amount of funds reverted back to DPS _____

Discretionary Funds added _____

check type initial plan update final

-----DPS Use Only-----

Reviewed by _____	Date _____
Area Consultant	
Reviewed by _____	Date _____
Program Assistant	
Verified by _____	Date _____
Designated State Office Staff	

 Chairperson, Juvenile Crime Prevention Council (Date)

 Chairperson, Board of County Commissioners (Date)
 or County Finance Officer

CONTRACT TO AUDIT ACCOUNTS

Of SAMPSON COUNTY
Primary Government Unit

N/A
Discretely Presented Component Unit (DPCU) if applicable

On this 1ST day of JANUARY, 2018,

Auditor: W GREENE PLLC Auditor Mailing Address: PO BOX 160

WHITEVILLE, NC 28472 Hereinafter referred to as The Auditor

and BOARD OF COMMISSIONERS (Governing Board(s)) of SAMPSON COUNTY
(Primary Government)

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

1. The Auditor shall audit all statements and disclosures required by accounting principles generally accepted in the United States of America (GAAP) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit (s) for the period beginning JULY 1, 2017, and ending JUNE 30, 2018. The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).
2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with auditing standards generally accepted in the United States of America. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards*, (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board). **County and Multi-County Health Departments:** The Office of State Auditor will require Auditors of these Governmental Units to perform agreed upon procedures (AUPs) on eligibility determination on certain programs. Both Auditor and Governmental Unit agree that Auditor shall complete and report on these AUPs on Eligibility Determination as required by Office of the State Auditor (OSA) and in accordance with the instructions and timeline provided by OSA.
3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's Auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the SLGFD staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

COPY

Contract to Audit Accounts (cont.)

SAMPSON COUNTY

Primary Government Unit

N/A

Discretely Presented Component Unit (DPCU) if applicable

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2011 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of their most recent peer review report regardless of the date of the prior peer review report to the Governmental Unit and the Secretary of the LGC prior to the execution of the audit contract. **If the audit firm received a peer review rating other than pass**, the Auditor shall not contract with the Governmental Unit without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

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

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to the SLGFD within four months of fiscal year end. Audit report is due on: OCTOBER 31, 2018. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay shall be submitted to the Secretary of the LGC for approval.
7. It is agreed that generally accepted auditing standards include a review of the Governmental Unit's systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. **Invoices for services rendered under these contracts shall not be paid by the Governmental Unit until the invoice has been approved by the Secretary of the LGC.** (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoices shall be sent via upload through the current portal address: <https://nctreasurerslgfd.leapfile.net>. Subject line should read "Invoice – [Unit Name]". The PDF invoice marked 'approved' with approval date shall be returned by email to the Auditor to present to the Governmental Unit for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
9. In consideration of the satisfactory performance of the provisions of this contract, the Primary Government shall pay to the Auditor, upon approval by the Secretary of the LGC, the fee, which includes any cost the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (Federal and State grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. (Note: **Fees listed on Fees page.**) This does not include fees for any Pre-Issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item #12).
10. If the Governmental Unit has outstanding revenue bonds, the Auditor shall submit to the SLGFD either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to the SLGFD simultaneously with the

Primary Government Unit

N/A

Discretely Presented Component Unit (DPCU) if applicable

Governmental Unit’s audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

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

If the OSA designates certain programs to be audited as major programs, as discussed in item #2, a turnaround document and a representation letter addressed to the OSA shall be submitted to the SLGFD.

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

- 14. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be varied or changed to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.
- 15. If an approved contract needs to be amended for any reason, the change shall be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee. This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted through the audit contract portal to the Secretary of the LGC for approval. The portal address to upload the amended contract is <https://nctreasurerslgfd.leapfile.net>. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

- 16. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit shall be attached to the contract, and by reference here becomes part of the contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item #23 of this contract. Engagement letters containing indemnification clauses shall not be accepted by the SLGFD.
- 17. Special provisions should be limited. Please list any special provisions in an attachment.
- 18. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the parent government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.
- 19. The contract shall be executed, pre-audited, physically signed by all parties including Governmental Unit and the Auditor and then submitted in PDF format to the Secretary of the LGC. The current portal address to upload the contractual documents is <https://nctreasurerslgfd.leapfile.net>. Electronic signatures are not accepted at this time. Included with this contract are instructions to submit contracts and invoices for approval as of November 2017. These instructions are subject to change. Please check the NC Treasurer’s web site at <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx> for the most recent instructions.
- 20. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. **The audit should not be started before the contract is approved.**
- 21. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.
- 22. **E-Verify.** Auditor **shall comply** with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor **shall require** such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.
- 23. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted: (See Item 16 for clarification).

SIGNATURE PAGES FOLLOW FEES PAGE

Contract to Audit Accounts (cont.) SAMPSON COUNTY

Primary Government Unit
N/A

Discretely Presented Component Unit (DPCU) if applicable

FEES – PRIMARY GOVERNMENT

AUDIT: \$ 40,000

WRITING FINANCIAL STATEMENTS: \$ 10,000

ALL OTHER NON-ATTEST SERVICES: \$ N/A

For all non-attest services the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Governmental Auditing Standards* (as applicable). Bookkeeping and other non-attest services necessary to perform the audit shall be included under this contract. However, bookkeeping assistance shall be limited to the extent that the Auditor is not auditing his or her own work or making management decisions. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience necessary to oversee the services and accept responsibility for the results of the services. Financial statement preparation assistance shall be deemed a “significant threat” requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. The Auditor shall maintain written documentation of his or her compliance with these standards in the audit work papers.

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

The 75% cap for interim invoice approval for this audit contract is \$ 37,500

** NA if there is to be no interim billing

FEES – DPCU (IF APPLICABLE)

AUDIT: \$ N/A

WRITING FINANCIAL STATEMENTS: \$ N/A

ALL OTHER NON-ATTEST SERVICES: \$ N/A

For all non-attest services the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Governmental Auditing Standards* (as applicable). Bookkeeping and other non-attest services necessary to perform the audit shall be included under this contract. However, bookkeeping assistance shall be limited to the extent that the Auditor is not auditing his or her own work or making management decisions. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience necessary to oversee the services and accept responsibility for the results of the services. Financial statement preparation assistance shall be deemed a “significant threat” requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. The Auditor shall maintain written documentation of his or her compliance with these standards in the audit work papers.

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

The 75% cap for interim invoice approval for this audit contract is \$ N/A

** NA if there is to be no interim billing

Contract to Audit Accounts (cont.) SAMPSON COUNTY
Primary Government Unit
N/A
Discretely Presented Component Unit (DPCU) if applicable

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

Audit Firm Signature:

W GREENE PLLC
Name of Audit Firm

By M. WADE GREENE, CPA CFE

Authorized Audit firm representative name: Type or print


Signature of authorized audit firm representative

Date JANUARY 1, 2018

wgreene@greenecocpa.com
Email Address of Audit Firm

Governmental Unit Signatures:

SAMPSON COUNTY
Name of Primary Government

By CLARK WOOTEN

Mayor / Chairperson: Type or print name and title

Signature of Mayor/Chairperson of governing board

Date

By N/A

Chair of Audit Committee - Type or print name

Signature of Audit Committee Chairperson **

Date NA

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

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

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

By DAVID K. CLACK

Primary Government Unit Finance Officer:

Type or print name

Primary Government Finance Officer Signature

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

davec@sampsonnc.com
Email Address of Finance Officer

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

Please provide us the most current email addresses available as we use this information to update our contact database

Contract to Audit Accounts (cont.) SAMPSON COUNTY
Primary Government Unit
N/A
Discretely Presented Component Unit (DPCU) if applicable

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

N/A

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

DPCU Governmental Unit Signatures:

N/A

Name of Discretely Presented Component Unit

By _____

DPCU Board Chairperson: Type or print name and title

Signature of Chairperson of DPCU governing board

Date _____

By _____

Chair of Audit Committee - Type or print name

Signature of Audit Committee Chairperson **

Date

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

N/A

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

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

By _____

DPCU Finance Officer:

Type or print name

DPCU Finance Officer Signature

Date _____

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

Email Address of Finance Officer

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

*****Please provide us the most current email addresses available as we use this information to update our contact database*****

Steps to Completing the Audit Contract

1. Complete the header information – If a DPCU is subject to the audit requirements found in the Local Government Budget and Fiscal Control Act and a separate report is being issued for that DPCU, a separate audit contract for the DPCU is required. If a separate report is not being issued for the DPCU – it is being included in the Primary Government’s audit – the DPCU shall be named with the Primary Government on the audit contract for the Primary Government. The Board Chairperson of the DPCU shall sign the audit contract in addition to the elected leader of the Primary Government.
2. Item No. 1 – Complete the period covered by the audit
3. Item No. 6 – Fill in the audit due date. For Governmental Unit (s), the contract due date can be no later than 4 months after the end of the fiscal year, even though amended contracts may not be required until a later date.
4. Item No. 8 – If the process for invoice approval instructions changed, the Auditor should make sure he and his administrative staff are familiar with the current process. Instructions for each process can be found at the following link. <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>
5. Item No. 9 –Please note that the new fee section has been moved to page 5.
6. Item No. 16 – Has the engagement letter been attached to the contract that is being submitted to SLGFD?
 - a. Do the terms and fees specified in the engagement letter agree with the Audit contract? *“In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence.”*
 - b. Does the engagement letter contain an indemnification clause? **The audit contract shall not be approved if there is an indemnification clause – refer to LGC Memo # 986.**
7. Complete the fee section for BOTH the Primary Government and the DPCU (if applicable) on the fees page; please note:

- The cap on interim payments is 75% of the current audit fee for services rendered if the contracted fee amount is a fixed amount. If any part of the fee is variable, interim payments are limited to 75% of the prior year’s total audit fee. If the contract fee is partially variable, we shall compare the authorized interim payment on the contract to 75% of last year’s actual approved total audit fee amount according to our records. There is a report of audit fees paid by each governmental unit on our web site: https://www.nctreasurer.com/slg/lfm/audit_acct/Pages/default.aspx select “audit fees”

Please call or email Lorna Hodge at 919-814-4299 lorna.hodge@nctreasurer.com if you have any questions about the fees on this list.

- For variable fees for services, are the hourly rates or other rates clearly stated in detail? If issued separately in an addendum, has the separate page been acknowledged in writing by the Governmental Unit?

Contract to Audit Accounts (cont.) SAMPSON COUNTY

Primary Government Unit

N/A

Discretely Presented Component Unit (DPCU) if applicable

- For fees for services that are a combination of fixed and variable fees, are the services to be provided for the fixed portion of the fee clearly stated? Are the hourly rates or other rates clearly stated for the variable portion of the fee? (Note: See previous bullet point regarding variable fees.)
 - If there is to be no interim billing, please indicate N/A instead of leaving the line blank.
8. Signature Area – There are now 2 Signature Pages: one for the Primary Government and one for the DPCU. Please only send the page(s) that are applicable to your Unit of Government and do not include the instructions pages. Make sure all signatures have been obtained, and properly dated. **The contract shall be approved by Governing Boards pursuant to G.S. 159-34(a).** If this contract includes the audit for a DPCU that is a Public Authority that falls under the Local Government Budget and Fiscal Control Act, it shall be named in this contract and the Board Chairperson of the DPCU also shall sign the contract in the area indicated. If the DPCU is filing a separate audit, a separate audit contract is required for that DPCU.
9. Please place the date the Primary Government’s Governing Board and the DPCU’s Governing Board (if applicable) approved the audit contract in the space provided.
- a. Please make sure that you provide email addresses for the audit firm and finance officer as these will be used to communicate official approval of the contract.
 - b. Has the pre-audit certificate for the Primary Government (and the DPCU if applicable) been signed and dated by the appropriate party?
 - c. Has the name and title of the Mayor or Chairperson of the Unit’s Governing Board and the DPCU’s Chairperson (if applicable) been typed or printed on the contract and has he/she signed in the correct area directly under the Auditor’s signature?
10. If the Auditor is performing an audit under the yellow book or single audit rules, has year-end bookkeeping assistance been limited to those areas permitted under the revised GAO Independence Standards? Although not required, we encourage Governmental Units and Auditors to disclose the nature of these services in the contract or an engagement letter. Fees for these services should be shown in the space indicated on the fees page.
11. Has the most recently issued peer review report for the audit firm been included with the contract? This is required if the audit firm has received a new peer review report that has not yet been forwarded to us. The audit firm is only required to send the most current Peer Review report to us once – not multiple times.
12. After all the signatures have been obtained and the contract is complete, please convert the contract and all other supporting documentation to PDF. When submitting for approval send the documents as one PDF file to include the Audit contract, any applicable addendums, the engagement letter and Peer Review Report. Submit these documents using the most current submission process which can be obtained at the NC Treasurer’s web site
- <https://www.nctreasurer.com/slg/Audit%20Forms%20and%20Resources/Instructions%20for%20Contract%20Submission.pdf>
13. If an audit cannot be completed by the due date, the Auditor or Governmental Unit shall file an Amended Contract form (Amended LGC-205). This form shall be signed by the Governmental Unit representative and the Auditor. The explanation for the delay in completing the audit is part of this contract amendment form and shall be provided. The parties that signed the original audit contract shall sign the amended contract form as well. If the signing representatives are unable to sign the amended contract, please include an explanation for this in the submitted amended contract form.

PO Box 160
251 Washington Street
Whiteville NC 28472
P. 910-207-6564
F. 910-207-6519



January 1, 2018

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

To the Board of County Commissioners and Management:

We are pleased to confirm our understanding of the services we are to provide County of Sampson for the year ended June 30, 2018. We will audit the financial statements of governmental activities, the business-type activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of County of Sampson as of and for the year ended June 30, 2018. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement County of Sampson's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the County of Sampson's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI, if applicable, is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Schedule of Changes in Total Pension Liability – Law Enforcement Officers' Special Separation Allowance
- Schedule of Total Pension Liability as a Percentage of Covered Payroll - LEO
- Other Postemployment Benefits – Scheduling of Funding Progress

- Other Postemployment Benefits – Schedule of Employer Contribution
- Schedule of County’s Proportionate Share of Net Pension Liability (Asset) (LGERS)
- Schedule of County’s Contribution (LGERS)
- Schedule of County’s Proportionate Share of Net Pension Liability (Asset) (ROD)
- Schedule of County’s Contributions (ROD)

We have also been engaged to report on supplementary information other than RSI that accompanies County of Sampson’s financial statements. We will subject the following supplementary information, if applicable, to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor’s report on the financial statements:

- Schedule of expenditures of federal and state awards.
- Combining and individual fund financial statements.
- Budgetary and other schedules.

The following other information, if applicable, accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor’s report will not provide an opinion or any assurance on that other information.

- Introductory information.
- Statistical sections.

Audit Objective

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on-

- Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and grant agreements, non compliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our report will be addressed to the Management and the Board of County of Sampson. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting,

or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluation the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors. We have advised you of the limitations of our audit regarding the detection of fraud and the possible effect on the financial statements (including misappropriation of cash or other assets). We have offered to perform, as a separate engagement, extended procedures specifically designed to detect fraud and you have declined to engage us to do so at this time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivable and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to the inquiry. At the conclusion of our audit, we will also require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal and state awards; federal and state award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of control may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of County of Sampson's compliance with the provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedure will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of County of Sampson's major programs. The purpose of these procedures will be to express an opinion on County of Sampson's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal and state awards, and related notes of County of Sampson in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal and state awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing and maintaining effective internal controls, including internal controls over federal and state awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information

is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal and state awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in

audit findings; promptly follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on the date of field work.

You are responsible for identifying all federal and state awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal and state awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal and state awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal and state awards. You also agree to include the audited financial statements with any presentation of schedule of expenditures of federal and state awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and state awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal and state awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and state awards.

You are responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information. With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal and state awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal and state awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal and state awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, the Finance Officer, with suitable skill, knowledge, and experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate

confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We understand that your employees will prepare all cash or other confirmations and schedules we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our report to County of Sampson; however, management is responsible for distribution of reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our report are to be made available for public inspection.

The audit documentation for this engagement is the property of W Greene, PLLC and constitutes confidential information. However, subject to applicable laws and regulations,

audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Regulator or its designee, a federal and state agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of W Greene, PLLC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Oversight Agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately August 1, 2018 and to issue our report no later than October 31, 2018. Wade Greene is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

To ensure that W Greene PLLC's independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses will not exceed \$40,000 for the audit and \$10,000 for the preparation of the financial statements. However, any additional fees incurred in obtaining required audit evidence (i.e. bank confirmations) will be billed directly to the County. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all our-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from

your personnel and the assumption that unexpected circumstances will not be encountered during the audit. 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. Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

We appreciate the opportunity to be of service to County of Sampson and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Wade Greene

M. Wade Greene, CPA CFE
W Greene, PLLC

RESPONSE:

This letter correctly sets forth the understanding of County of Sampson.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

8547

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

YEAR <u>2017</u>	\$ <u>176.47</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>176.47</u>

These taxes were assessed through clerical error as follows.

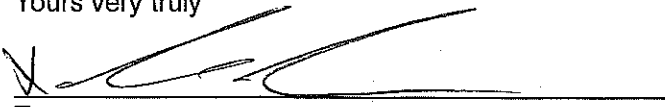
Bill # 0034631592
4TJ 6939
Tag Turn In (sold)
2015 Toy

GO 2	County Tax	<u>121.83</u>
	School Tax	_____
	Fire Tax	_____
TO 6	City Tax	<u>54.64</u>
	TOTAL \$	<u>176.47</u>

Mailing Address.


X 415 Main St
Newton Grove
NC, 28366

Yours very truly


Taxpayer

Social Security # _____

RECOMMEND APPROVAL:


Sampson County Tax Administrator

Board Approved _____
Date _____ Initials _____

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

8563

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 The Woodshed Custom Cabinets etc in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	\$
2018	

TOTAL REFUND \$ 470.30

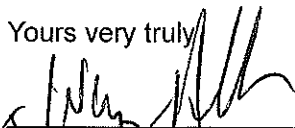
These taxes were assessed through clerical error as follows.

2017 GMC
Vehicle sold TAG turned in
Tag # WRS 9707

602 County Tax	<u>283.21</u>
501 School Tax	<u>49.78</u>
Fire Tax	_____
102 City Tax	<u>137.31</u>
TOTAL \$	<u>470.30</u>

Mailing Address.

x PO Box 2111
Clinton NC 28329

Yours very truly

Taxpayer

Social Security # X 1

RECOMMEND APPROVAL


Sampson County Tax Administrator

Board Approved _____
Date Initials

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

April 18, 2018

FROM: Lorie Sutton, Director of Aging

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2017-2018

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>
02558670-525100	Home Repairs - Gas, Oil & Tires	\$ 1,000.00	
02558670-526200	Home Repairs - Dept Supplies	\$ 1,387.00	
02558670-526201	Home Repairs - Dept Supplies-Equipment	\$ 1,500.00	
02558670-555000	Home Repairs - Capital Outlay - Other	\$ 5,500.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02035867-408900	Home Repairs - Misc Revenue	\$ 9,387.00	

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

Increase revenue needed to pay for gas, oil & tires and to purchase a dump trailer, supplies and laptop.

Lorie B Sutton
(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval. 0

4/18, 2018

[Signature]
(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval. 0

_____, 20____

[Signature]
(County Manager & Budget Officer)

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

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

FROM: David K. Clack, Finance Officer
 TO: Sampson County Board of Commissioners
 VIA: County Manager & Finance Officer
 SUBJECT: Budget Amendment for fiscal year 2017-2018

1. It is requested that the budget for the State Disaster Recovery Assistance 17 Program be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
29549450-519049	Administration	100,000.00	
29549450-562004	Housing rehabilitation	300,000.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
29034945-403614	Grant NC Dept of Emergency Mgmt	500,000.00	

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

To allocate grant funds to for the Disaster Recovery Assistance Program to repair, elevate and reconstruct houses for eligible people in Sampson County.

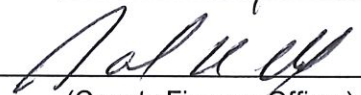


 (Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 2018



 (County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20__



 (County Manager & Budget Officer)

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

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

FROM: David K. Clack, Finance Officer
 TO: Sampson County Board of Commissioners
 VIA: County Manager & Finance Officer
 SUBJECT: Budget Amendment for fiscal year 2017-2018

1. It is requested that the budget for the Single Family Housing Rehabilitation Disaster Recovery Program be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
29549440-519049	Administration	160,000.00	
29549440-562004	Housing rehabilitation	529,340.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
29034944-403614	Grant NC Housing Finance	689,340.00	

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

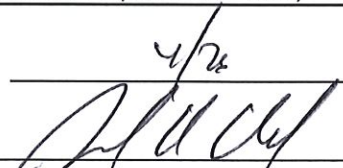
To allocate grant funds to complete rehabilitation services on 20 additional houses.



 (Signature of Department Head)

ENDORSEMENT


1. Forwarded, recommending approval/disapproval.

4/26, 2018


 (County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____


 (County Manager & Budget Officer)

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

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

FROM: David K. Clack, Finance Officer
 TO: Sampson County Board of Commissioners
 VIA: County Manager & Finance Officer
 SUBJECT: Budget Amendment for fiscal year 2017-2018

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

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11659110-555030	Category 1 capital outlay	11,084.00	
11659110-555031	Category 2 capital outlay		11,084.00

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

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

To reallocate capital outlay funds from category 2 equipment to category 1 buildings.



 (Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 2018


(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____



 (County Manager & Budget Officer)

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

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

4/20/2018

FROM: RONALD BASS, DIRECTOR

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2017-2018

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11243300 526200	DEPARTMENTAL SUPPLIES	998.39 999.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11034330 403683	EM SUPPLEMENTAL GRANT	999.00	998.39

2. Reason for the above request is as follows: TO RECORD TIER II GRANT FUNDS

Ronald Bass
(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval. D

4/20, 2018
[Signature]
(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval. O

_____, 20____
[Signature]
(County Manager & Budget Officer)

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

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

FROM: Lin Reynolds, Public Works Director
 TO: Sampson County Board of Commissioners
 VIA: County Manager & Finance Officer
 SUBJECT: Budget Amendment for fiscal year 2017-2018

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

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
61971000-526200	Dept supplies	164,000.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
61937100-409900	Fund balance appropriated	164,000.00	

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

To allocate funds to purchase supplies needed to complete installation of new taps as a result of signups during the discounted tap on period ended March 31.



 (Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 2018



 (County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 2018

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



 (County Manager & Budget Officer)

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

4/24/2018

FROM: Anna Ellis

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2017-2018

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11243800-523900	Medical Supplies	1,660.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11034380-408401	Donations	1,660.00	

2. Reason(s) for the above request is/are as follows:
Budget donations received for medical supplies.

Anna Ellis

(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

4/24 2018
Earl H. Carter

(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____
Earl W. Carter

(County Manager & Budget Officer)

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

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

27-Apr-18

FROM: Sheriff Jimmy Thornton

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2017-2018

1. It is requested that the budget for the SHERIFF'S Department be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11243100-555000	C.O. - OTHER EQUIP	4,035.00	
11243100-526201	DEPT. SUPPLIES - CD	1,385.00	
11243100-526200	DEPT. SUPPLIES	1,518.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11034310-402604	USDOJ GRANTS	6,938.00	

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

To budget funds for the purchase of equipment for use during a Sex Offender Round-Up sponsored by the US Marshal's Service. (See Attachment for Equipment Breakdown) *Capital Outlay (1) EO Tech NV Monocular Equipment (1) Steiner N2080 Binoculars*

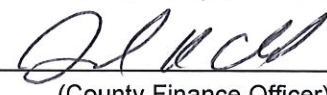


(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

4/30, 2018



(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____



(County Manager & Budget Officer)

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

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

FROM: Wanda Robinson, Health Director
 TO: Sampson County Board of Commissioners
 VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2017-2018

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

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
12551250-581000	Transfer to State agency	4,398.00	
12551510-581000	Transfer to State agency	744.00	
12551600-581000	Transfer to State agency	3,403.00	
12551630-581000	Transfer to State agency	62,160.00	
12551640-581000	Transfer to State agency	20,155.00	
12551690-581000	Transfer to State agency	13,841.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
12535125-404097	Fund balance approp title XIX	4,398.00	
12535151-404097	Fund balance approp title XIX	744.00	
12535160-404097	Fund balance approp title XIX	3,403.00	
12535163-404097	Fund balance approp title XIX	62,160.00	
12535164-404097	Fund balance approp title XIX	20,155.00	
12535169-404097	Fund balance approp title XIX	13,841.00	

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

To allocate funds to pay back cost settlement funds to State for prior fiscal year.

Wanda Robinson
 (Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 8/13/18, 2018
[Signature]
 (County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____
[Signature]
 (County Manager & Budget Officer)

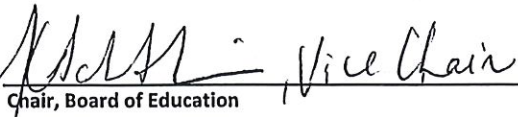
Date of approval/disapproval by B.O.C.

SAMPSON COUNTY SCHOOLS

FY 2017-2018 CAPITAL BUDGET AMENDMENT DETAIL BY PROJECT

Fund	Purpose	Program	Object	Location	Description	Beginning Budget	Budget Adjustment	Amended Budget	Reason for Adjustment
4	9100	077	323	000	WASTEWATER TREATMENT CONTINGENCY	\$20,000.00	\$0.00	\$20,000.00	
4	9108	077	461	346	FURNITURE AND EQUIPMENT	\$5,000.00	\$0.00	\$5,000.00	
4	9108	077	461	354	FURNITURE AND EQUIPMENT	\$4,200.00	\$0.00	\$4,200.00	
4	9108	077	461	364	FURNITURE AND EQUIPMENT	\$2,200.00	\$0.00	\$2,200.00	
4	9108	077	461	370	FURNITURE AND EQUIPMENT	\$7,000.00	\$0.00	\$7,000.00	
4	9108	077	461	372	FURNITURE AND EQUIPMENT	\$876.00	\$0.00	\$876.00	
4	9108	077	461	376	FURNITURE AND EQUIPMENT	\$4,000.00	\$0.00	\$4,000.00	
4	9100	077	522	000	CONTINGENCY FOR EMERGENCIES	\$58,562.58	\$33,630.63	\$92,193.21	To cover emergency capital needs
4	9102	077	522	000	UNION DISTRICT CAPITAL	\$86,600.00	\$0.00	\$86,600.00	
4	9103	077	522	352	MIDWAY FIELD HOUSE	\$104,237.42	\$0.00	\$104,237.42	
4	9105	077	522	348	HOBBDON HIGH SCIENCE ROOF	\$162,000.00	(\$33,667.28)	\$128,332.72	Move project savings to HVAC
4	9100	077	523	000	HVAC CONTINGENCY	\$40,000.00	\$33,667.28	\$73,667.28	To cover school HVAC needs
4	9106	077	523	352	HVAC COMPUTER	\$11,000.00	\$0.00	\$11,000.00	
4	9107	077	523	388	HVAC COMPUTER	\$11,000.00	\$0.00	\$11,000.00	
4	9100	077	528	000	ROOF AND PAINTING CONTINGENCY	\$50,000.00	\$0.00	\$50,000.00	
4	9100	077	529	000	CHILLER REPLACEMENT	\$100,000.00	\$0.00	\$100,000.00	
4	9100	077	532	000	PLAYGROUND FALL PROTECTION	\$50,000.00	(\$30,000.00)	\$20,000.00	Move savings to emergency funds
4	9101	077	532	348	HOBBDON TRACK	\$371,638.00	\$0.00	\$371,638.00	
4	9104	077	532	349	LAKEWOOD PARKING LOT PAVING	\$101,322.00	(\$3,630.63)	\$97,691.37	Move savings to emergency funds
4	6550	077	551	000	ACTIVITY BUS	\$76,200.00	\$0.00	\$76,200.00	
						<u>\$1,265,836.00</u>	<u>(\$0.00)</u>	<u>\$1,265,836.00</u>	

Passed by majority vote of the Board of Education of Sampson County on the 23rd Day of April, 2018.


 Chair, Board of Education


 Secretary, Board of Education

We, the Board of County Commissioners of Sampson County hereby approve the Capital Outlay Budget Amendment as indicated above and have made entry of this budget on the minutes of said Board, this ____ day of _____, 2018.

 Charman, Board of Commissioners

 County Manager

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. **4 (a-b)**

Meeting Date: May 7, 2018

<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: Board of Health Items

DEPARTMENT: Administration/Multiple Departments

ITEM DESCRIPTIONS/ATTACHMENTS:

- a. Minutes of the March 19, 2018 Board of Health Advisory Committee
- b. Request for approval of fee schedule revisions as recommended by the Board of Health Advisory Committee: The Board of Health Advisory Committee has unanimously recommended approval of the enclosed revised fee schedule.

RECOMMENDED ACTION OR MOTION:

- a. Minutes are provided for information only; no action needed.
- b. Approve revised fee schedule as recommended.

SAMPSON COUNTY HEALTH DEPARTMENT

Wanda Robinson
Health Director



360 County Complex Road, Suite 200
Clinton NC 28328

To: Ed Causey, County Manager
From: Wanda Robinson, Health Director
Subject: Commissioner's agenda item
Date: April 24, 2018

Attached is the minutes for the March Board of Health Advisory Committee meeting. They were approved by the committee on April 16th, 2018.

Please feel free to contact me if you have any questions.

Sampson County Board of Health Minutes March 19, 2018

Member Attendance: Dr. Jeffrey Bell, Paul Bradshaw, Dr. Elizabeth Bryan, Robert Butler, Linda Heath, Jacqueline Howard, Chairman, Allie Ray McCullen, Commissioner Harry Parker, Linda Peterson.

SCHD staff attendance: Wanda Robinson, Tamra Jones, Sally DeMay, Kelly Parrish, Annie Fennell, Erin Ellis, Perry Solice. Administration staff: Edwin Causey, Susan Holder and County Attorney Joel Starling.

- I. **Call to Order:** Dr. Jacqueline Howard, Chair
- II. **Approval of minutes:**
Motion made to accept the January 22, 2018 minutes as written made by Robert Butler and seconded by Dr. Jeffrey Bell. All in favor. Motion passed.
- III. **Additions/Deletions to agenda:** No additions or deletions to agenda.
- IV. **Board of Health Annual Training:**
Wanda Robinson reviewed the following handouts for annual training:
 - a. Slide handouts
 1. Slide 24 Key Provisions of local Boards of Health-who should be on board
 2. Slide 25 Roles of Boards of Health-Rulemaking, Adjudication, Administration
 3. Slide 26 Rulemaking-Board of Health- laws state that Boards of Health “have the responsibility to protect and promote the public health.” and “shall have authority to adopt rules necessary for that purpose.”
 4. Slide 27 BOH Rule-Directive adopted by a local BOH-A rule can prohibit citizens from doing something or require citizens to do something and there are criminal, civil and administrative penalties. Example: Smoking in certain areas; Septic Tank rules.
 5. Slide 28 Rulemaking – Examples
 6. Slide 29 Interaction with Other State Rules- discussed that BOH rule may be more stringent than the Environmental Management Commission or Commission for Public Health rule.
 7. Slide 30 Rulemaking-General Limitations-do not make rules outside of Public Health
 8. Slide 31 Rulemaking-Specific Limitations-BOH unable to adopt rules related to the grading, operating and permitting of food and lodging establishments.
 9. Slide 32 Roles of Board of Health – Adjudication- serves as a kind of judge in the context of an appeal.
 10. Slide 36 Administration-Appointing Local Health Director, performing Health Director annual evaluation.
 11. Slide 37 Administration-Financial-Fees schedules are brought to the BOH-and then goes to Board of County Commissioners to adopt. Budget is brought to BOH and then to Board of County Commissioners to adopt. Budget will be brought to the next BOH meeting. Will be having a conversation in future regarding changes coming with Medicaid.

- b. GS § 130A-35 Board of Health; Appointment; Terms-reviewed sections (b); (c); (d); (e); (h) our board has chosen to have a meal in place of receiving a per diem; (i) board meets every other month.
- c. GS§ 130A-39 Powers and Duties of a Local Board of Health

V. Accreditation:

Wanda Robinson reviewed handouts on Accreditation. We are coming up for Re-Accreditation, information due by November 2018 and site visit will be scheduled for January, February or March of 2019. Reviewed the Benchmark 36, Activity 36.2 regarding training of Board of Health. There are 147 activities that have to be completed. Kelly Parrish and Sydney (Luke) Smith are our Co-Coordinator. These benchmarks make us look at what we do, how we do it and how we document what we do.

VI. Dangerous Dog Committee:

Public Hearing to amend the Animal Control Ordinance will be held on April 2nd at 6 pm. Wanda wanted to make sure the whole committee wanted to serve Dangerous Dog Hearing Committee versus a subcommittee. Decision was made that whole Advisory committee would serve to hear the Dangerous Dog Hearing Appeals. Joel Starling discussed the amendments that are being proposed for the Dangerous Dog Ordinance are mainly changing from Board of Health titles to Sampson County Health Department Advisory Committee.

VII. Consolidation of Health and Human Services:

Joel Starling, County Attorney reviewed the proposed Resolution that will be presented at the April Board of County Commissioners meeting that will delineate which of the responsibilities that the Board of County Commissioners will retain and which ones they will delegate to the advisory board that will consist of the existing Board of Health members. Commissioners would like for the advisory board to continue exercising as much of the functions they have been doing going forward into the future; however there are some items that State Statutes says, that because the Board of County Commissioners have assumed the responsibility to act as the Board of Health, they will have to do the things like Rulemaking, Adjudication and Credentialing. Board of Commissioners cannot delegate Rulemaking, but would appreciate the advisory board's recommendations to public health rulemaking because of the expertise of the advisory board members. Adjudication will be difficult to act as an advisory board. The Dangerous Dog Appeal Hearing Resolution states that a Board will hear the appeals; therefore, the Advisory board will retained the Dangerous Dog Appeal Hearings upon adoption of an amended Resolution.

Draft Resolution comes from the Accreditation Benchmarks. New name will be Sampson County Health Department Advisory Committee subject to board of approval. The board is going to still exercise these functions, this is a subset of adopting and enforcing rules necessary to protect and promote the public health, includes having Operating Procedures, having access to legal counsel and following procedures in adopting rules set forth sections 138 and 139. Evaluating the need for adoption or amendment of local rules and ordinances. It is the intent that these will go through this board in an advisory capacity. Adjudicating disputes- will not have much of an advisory capacity except for Dangerous Dog Appeals. Board of County Commissioners will need to get training. Assuring the development, implementation and evaluation and development of

local health services and programs. The draft Ordinance will be available for review. There are some aspects of Credentialing that advisory board will need to review to determine if credentials are adequate as an advisory function that will go to Board of County Commissioners for final decisions. Changes should not be very different than before, extra steps added. Discussion on minutes being a month behind before being approved and submittal to Board of County Commissioners, this will be worked out at a later date.

VIII. Local Health Department-Health Services Analysis Policy:

Tamra Jones discussed policy. Health Service Analysis program has become the main reporting platform for Local Health Departments to report required data. This is hosted by the State Center for Health Statistics. Policy states that SCHD will take our information monthly and submit in a batch report through FilezillaFTP. Discussed the procedures to correcting errors and resubmitting batches. Motion made by Linda Health to accept the Policy as presented. Seconded by Paul Bradshaw. All in favor. Motion passed.

IX. Financial Report:

Tamra Jones review the Financial Activity Summary attached. Discussed the programs that have increased and changes with e-WIC cards. Reviewed the Medicaid Revenues; February Medicaid Revenue graph, local revenues-insurance and local fees collected from clients; February local revenue graph; and Environmental Health local revenue February graph.

X. Community Health Grant:

We have reapplied for a grant \$150,000 that will be for a three year term. We received this grant previously and received \$100,000 to assist with our uninsured and underinsured clients.

XI. Health Directors Report:

2 positions are still vacant, Nutritionist II and Director of Nursing. Nutritionist is difficult to fill, position will have been open for a year at the end of August. Important to fill this position due to need to maintain a certain caseload to obtain funding. Question was asked if the salary is an issue with the Nutritionist. Finding someone with the degree that is required is one issue as well as salary. Consultant has recommending down grading the position to see if we could attract any new graduates or so that Nurses could apply for position. Have not done anything with the Director of Nursing position. Will be discussing with Nancy Dillman, Human Resource in the next couple of weeks.

XII. Public Comment:

No public comment.

XIII. Adjournment:

Motion to adjourn to enter into closed session for personnel discussion was made by Linda Heath and seconded by Robert Butler. All in favor. Motion passed.

XIV. Closed Session-Personnel GS § 143-318.11(6):

Chairman	Date	Secretary	Date
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SAMPSON COUNTY HEALTH DEPARTMENT

Wanda Robinson
Health Director



360 County Complex Road, Suite 200
Clinton NC 28328

To: Ed Causey, County Manager
From: Wanda Robinson, Health Director
Subject: Commissioner's agenda item
Date: April 24, 2018

Attached is the revised fee schedule that was reviewed by Board of Health Advisory Committee. They were approved by the committee on April 16th, 2018 and is being submitted for approval by the County Commissioners.

Please feel free to contact me if you have any questions.

HEALTH DEPARTMENT FEES FY 17-18

CODES	DESCRIPTIONS	Current Fee	DATE REVISED	recommended fee
11976	Nexplanon Removal w/o Insertion	NEW	7/1/2018	\$230.00
11982	Nexplanon Device Removal & Insertion	NEW	7/1/2018	\$300.00
82239	Bile Acids - LAB CORP	NEW	7/1/2018	\$49.38
90636	Twinrix (Hepatitis A & B)	\$0.00	7/1/2018	\$100.00
90649	Gardasil 9	\$241.00	7/1/2018	\$255.00
90670	Pneumococcal 13-Valent Prevnar 13	\$245.00	7/1/2018	\$267.00
90675	Rabies Vaccine (Intramuscular)	\$340.00	7/1/2018	\$370.00
90698	Pentacel vaccine	\$105.00	7/1/2018	\$110.00
90702	DT Pediatric	\$60.00	7/1/2018	\$66.00
90707	Measles Mumps Rubella	\$85.00	7/1/2018	\$90.00
90710	Measles Mumps Rubella Varicella (ProQuad)	\$245.00	7/1/2018	\$260.00
90714	Td Tenivac	\$32.00	7/1/2018	\$40.00
90716	Varicella	\$149.00	7/1/2018	\$160.00
90732	Pneumococcal 23	\$113.00	7/1/2018	\$121.00
90734	Meningococcal IM (Menactra/Menveo)	\$140.00	7/1/2018	\$145.00
90736	Zostavax	\$270.00	7/1/2018	\$275.00
90744	HepB-Pediatric (Engerix)	\$25.00	7/1/2018	\$52.00
J7126	Hydroxprogesterone caproate, 1 mg, injection (Makena)	NEW	7/1/2018	\$0.00
J3490	17P Compounded		7/1/2018	\$0.00
J2790	Rhogam	\$145.00	7/1/2018	\$143.00
J7297 UD	Liletta/Other Levonorgestrel IUD 52mg 3 yr duration	\$50.00	7/1/2018	\$47.16
J7298 UD	Mirena/Other Levonorgestrel IUD 52mg 5 yr duration	\$859.14	7/1/2018	\$317.76
J7300 UD	Paraguard/Other Intrauterine copper contraceptive	\$223.38	7/1/2018	\$249.35
J7307 UD	Nexplanon Etonogestrel (contraceptive) implant system	\$373.00	7/1/2018	\$399.00
S4993 UD	Contraceptive Pills	\$11.69	7/1/2018	\$4.28
S4993 P	Contraceptive Pills	\$11.69	7/1/2018	\$6.00
S5000 UD	Emergency Contraception - Opcicon	NEW	7/1/2018	\$8.24
S5000 C	Emergency Contraception - Opcicon	NEW	7/1/2018	\$0.00
S5000 PP	Emergency Contraception - Opcicon	NEW	7/1/2018	\$11.00
S5001 UD	Emergency Contraception (Ella)	\$13.61	7/1/2018	\$18.82
S5001 P	Emergency Contraception (Ella)	\$50	7/1/2018	\$25.00

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 or Deputy 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.