



**SAMPSON COUNTY
BOARD OF COMMISSIONERS
MEETING AGENDA
July 1, 2013**

7:00 pm Convene Regular Meeting - County Auditorium

Invocation and Pledge of Allegiance
Approve Agenda as Published

Roads

Tab 1 Planning & Zoning

- a. RZ-6-13-1 Request to Rezone 0.91 Acres at 3101 Wilmington Highway from RA-Residential Agriculture to C-Commercial 1 - 6

Tab 2 Action Items

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Tab 3 Consent Agenda

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- b. Approve minutes of the May 6, 2013; May 8, 2013; and May 14, 2013; and June 3, 2013 meetings 22 - 69
- b. Schedule a public hearing regarding the naming of private roads for Monday, August 5, 2013 70
- c. Approve contract with Godwin-Falcon Fire Department for Rescue/RT services 71 - 78
- d. Accept Hazardous Materials Emergency Planning Grant and authorize execution of associated grant documents 79 - 94
- e. Approve FY 2013-2014 Agreement for the Provision of County-Based Aging Services between Sampson County and Mid Carolina Area Agency on Aging 95 - 104
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**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 1

Meeting Date: July 1, 2013	<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 - all

CONTACT PERSON: Mary Rose, Planning Director

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

ATTACHMENTS: Planning Staff Memorandum; Planning Board Minutes; Maps

BACKGROUND: RZ-6-13-1 Planning staff will review a request to rezone approximately 0.91 acres located at 3101 Wilmington Highway from RA-Residential Agriculture to C-Commercial. The Planning Board has heard certain findings of fact (as shown in attached documents) and determined that the request is consistent with the goals and objectives of the Sampson County Land Use Plan due to the fact the property is located along a major thoroughfare where commercial development is encouraged. Based upon these findings, the Planning Board unanimously recommended **approval** of the rezoning request and the adoption of a zoning consistency statement.

RECOMMENDED ACTION OR MOTION: Motion to approve rezoning request RZ-6-13-1 accepting the presented findings of fact and making the following zoning consistency statement: *Whereas, in accordance with the provisions of North Carolina General Statute 153A-341, the Sampson County Board of Commissioners does hereby find and determine that the recommendations of the ordinance amendment RZ-6-13-1 is consistent with the goals and objectives of the Sampson County Land Use Plan and other long range planning documents due to the fact that this property is located along a major thoroughfare where commercial development is encouraged.*

MEMORANDUM

CLINTON - SAMPSON PLANNING AND DEVELOPMENT
227 LISBON STREET
CLINTON, NC 28328

To: Ed Causey, County Manager
From: Mary M. Rose, Planning Director 
Subject: June 24, 2013 Sampson County Planning and Zoning Board Meeting -
County Board of Commissioners July 1, 2013 Agenda Item
Date: June 24, 2013

The following request was addressed by the Planning and Zoning Board at their June 24, 2013 meeting:

RZ-6-13-1 - A rezoning request by Charlie James Carr to rezone approximately 0.91 acres located 3101 Wilmington Hwy from RA-Residential Agriculture to C-Commercial was unanimously recommended by the Board with the following findings of fact and zoning consistency statement:

Findings of Fact:

1. Charlie and Joyce Carr have signed the rezoning application as the owners of the property under consideration.
2. This rezoning will include approximately 0.91 acres as shown on the location map.
3. This portion of the property is currently zoned RA-Residential Agriculture. (see attached site map)
4. This property is located along Wilmington Hwy, US Highway 421 and was recently recombined with the existing property on the corner of Hwy 421 and Willard Road which is currently zoned C Commercial. The properties adjoining to the north, south, east, and west are zoned RA-Residential Agriculture.
5. All adjacent property owners within 100' have been notified by mail.

Zoning Consistency Statement:

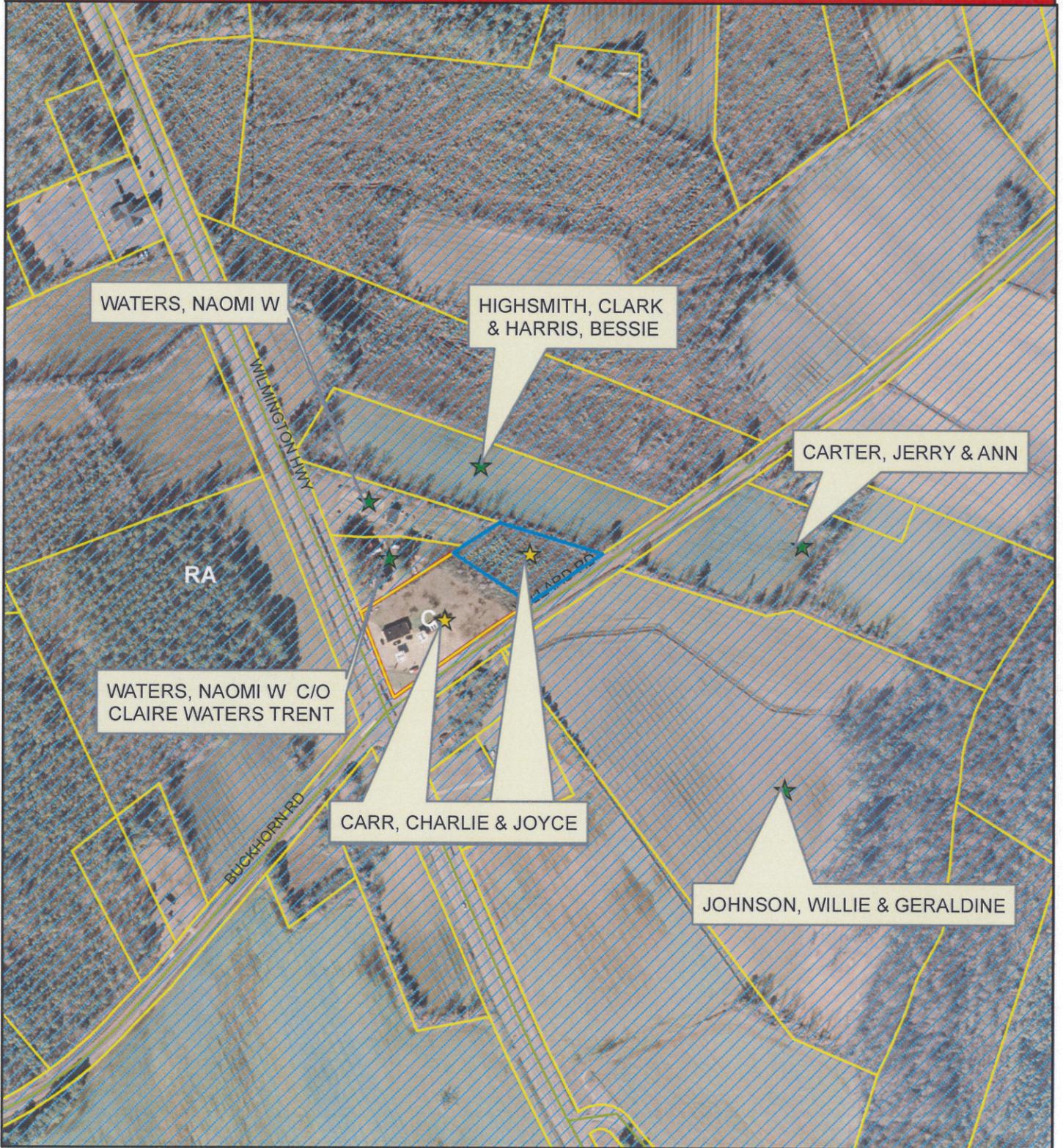
Whereas, in accordance with the provisions of North Carolina General Statute 153A-341, the Sampson County Planning Board does hereby find and determine that the recommendation of the ordinance amendment RZ-6-13-1 is consistent with the goals and objectives of the Sampson County Land Use Plan and other long range planning documents due to the fact this property is located along a major thoroughfare where commercial development is encouraged.

Please contact my office with any questions or comments.

cc: Susan Holder, Assistant County Manager

attachments

RZ-6-13-1 Charlie Carr 3101 Wilmington Highway



★	Proposed Property	□	C - Commercial
★	Property Owners Within 100'	▨	RA - Residential Agriculture



MINUTES OF THE SAMPSON COUNTY
PLANNING AND ZONING BOARD

Meeting Date

June 24, 2013

Members Present

Billy Cottle
Sherri Smith
Debra Bass
Scott Brown
Gary Mac Herring
Angela Marco

Members Absent

Clayton Hollingsworth

Minutes Approved

Upon a motion by Billy Cottle, seconded by Clayton Sherri Smith, the minutes of the May 23, 2013 meeting were unanimously approved as presented.

V-6-13-1

A variance request by Girther D. Fryar at 390 Cornwallis Road from Section 5.1 of the Sampson County Zoning Ordinance with regard to continuance of non-conforming buildings. (See attached site plan and photo)

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

1. Girther D. Fryar has signed the variance application as the owner of the property under consideration.
2. The property is currently zoned RA-Residential Agriculture. (See attached location map)
3. The lot is approximately 0.44 acres (19,166 sq. ft.) as shown by the Sampson County Tax Office.
4. The existing building does have an existing well and septic tank.
5. The applicant is proposing to reconnect power to an existing residence that does not currently meet the minimum 50 foot front or 15 foot side setback required in an RA- Residential Agriculture district. (See Section 3.3.1 of the Sampson County Zoning Ordinance)
6. The property under consideration has been posted.

After Board discussion, Gary Mac Herring made a motion to approve the request as presented, seconded by Sherri Smith.

Ayes: Unanimous

V-6-13-2

A variance request Jose and Guadalupe Garcia at 5185 Hobbton Highway from Section 5.1 of the Sampson County Zoning Ordinance with regard to continuance of non-conforming buildings. (See attached site plan and photo)

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

1. Guadalupe Garcia has signed the variance application as the owner of the property under consideration.
2. The property is currently zoned RA-Residential Agriculture. (See attached location map)

3. The existing lots are approximately 0.71 acres (30,927 sq. ft.) as shown by the Sampson County Tax Office.
4. There is an existing well and septic tank on the property.
5. The applicant is proposing to reconnect power to an existing residence that does not currently meet the minimum 50 foot front setback required in an RA- Residential Agriculture district. (See Section 3.3.1 of the Sampson County Zoning Ordinance)
6. The property under consideration has been posted.

Upon a motion made by Billy Cottle to approve the variance as presented, and seconded by Debra Bass, the variance was approved as presented.

V-6-13-3

A variance request by Keith D. Britt at 2557 Dudley Road from Sections 5.1 and 5.5 of the Sampson County Zoning Ordinance with regard to extension of a non-conforming use. (See attached site plan and photo)

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

1. Keith Britt has signed the variance application as the owner of the property under consideration.
2. The property is currently zoned RA-Residential Agriculture. (See attached location map)
3. The lot is approximately 0.94 acres (40,946 sq. ft.) as shown by the Sampson County Tax Office.
4. The applicant is proposing a 24 x 45 foot addition that would be attached to the existing residence by a 4x4 foot covered breezeway. The existing residence does not currently meet the minimum 50 foot front setback required in an RA- Residential Agriculture district. (See Section 3.3.1 of the Sampson County Zoning Ordinance)
5. The proposed addition would meet all front, side and rear setbacks.
6. The property under consideration has been posted.

Upon a motion made by Sherri Smith to approve the variance as presented, and seconded by Angela Marco, the variance was approved as presented.

Ayes: Unanimous

V-6-13-4

A variance request by Marvin Vallecillo at 174 Wells Chapel Church Road from Section 5.1 of the Sampson County Zoning Ordinance with regard to continuance of non-conforming buildings. (See attached site plan and photo)

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

1. Marvin Vallecillo has signed the variance application as the owner of the property under consideration.
2. The property is currently zoned RA-Residential Agriculture. (See attached location map)
3. The lot is approximately 0.41 acres (18,046 sq. ft.) as shown by the Sampson County Tax Office.
4. The applicant is proposing to reconnect power to an existing residence that does not currently meet the minimum 50 foot front or 15 foot side setback required in an RA- Residential Agriculture district. (See Section 3.3.1 of the Sampson County Zoning Ordinance)
5. There is an existing well and septic tank on the property.
6. The property under consideration has been posted.

Upon a motion made by Gary Mac Herring to approve the variance as presented, and seconded by Billy Cottle, the variance was approved as presented.

Ayes: Unanimous

RZ-6-13-1

Charlie James Carr – 3101 Wilmington Highway

A rezoning request by Charlie James Carr to rezone approximately 0.91 acres located 3101 Wilmington Hwy. from RA-Residential to C-Commercial. (See attached location map)

EVIDENCE PRESENTED. Ms. Rose presented the Planning Board with the following findings of fact for consideration:

1. Charlie and Joyce Carr have signed the rezoning application as the owners of the property under consideration.
2. This rezoning will include approximately 0.91 acres as shown on the location map.
3. This portion of the property is currently zoned RA-Residential Agriculture. (see attached site map)
4. This property is located along Wilmington Hwy, US Highway 421 and was recently recombined with the existing property on the corner of Hwy 421 and Willard Road which is currently zoned C Commercial. The properties adjoining to the north, south, east, and west are zoned RA-Residential Agriculture.
5. All adjacent property owners within 100' have been notified by mail.

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-6-13-1 is consistent with the goals and objectives of the Sampson County Land Use Plan and other long range planning documents due to the fact this property is located along a major thoroughfare where commercial development is encouraged.

DECISION. Sherri Smith made a motion to recommend approval of this request as presented with the above zoning consistency statement, seconded by Gary Mac Herring and unanimously recommended by the Board.

Ayes: Unanimous

There being no further business, the meeting was adjourned at 7:00 p.m.

Chairman

Secretary

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO.

2 (a)

Meeting Date: July 1, 2013	<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 type="checkbox"/> Planning/Zoning
	<input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Water District Issue

SUBJECT: Public Hearing - Proposed Appropriations and Expenditures for Economic Development Activities (continued from June 3, 2013)

DEPARTMENT: Economic Development

PUBLIC HEARING: Yes

CONTACT PERSON: John Swope, Economic Developer

PURPOSE: To solicit public comment on the proposed appropriations and expenditures for economic development activities

ATTACHMENTS: None

BACKGROUND: Economic Developer John Swope has requested that the hearing be continued again until the Board's August meeting.

RECOMMENDED ACTION OR MOTION: Continue public hearing until August 5, 2013

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO.

2 (b)

Meeting Date: July 1, 2013	<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
	<input type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input checked="" type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
	<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue
	<input type="checkbox"/>		<input type="checkbox"/>	

SUBJECT: Tax Settlement and Charge to Tax Collector

DEPARTMENT: Tax Administration

PUBLIC HEARING: No

CONTACT PERSON: Jim Johnson, Tax Administrator

PURPOSE: To hear annual settlement of taxes for FY 2012-2013 and charge Tax Collector with collection of FY 2013-2014 taxes

ATTACHMENTS: Tax Charge (Mr. Johnson will provide settlement report at meeting.)

BACKGROUND: Annually, the Tax Administrator must provide a settlement of taxes for the previous fiscal year before being charged with the collection of the current year taxes. Mr. Johnson will be present to make the settlement report.

RECOMMENDED ACTION OR MOTION: Motion to accept settlement and charge Tax Collector with collection of taxes for FY 2013-2014

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

Phone 910-592-8146

Fax 910-592-4865

To: Ed Causey, County Manager
From: Jim Johnson, Tax Administrator
Date: June 17, 2013
Subject: Annual Tax Settlement

According to GS 105-373, after July 1 and before being charged with collection of taxes for the current fiscal year a preliminary report on the previous fiscal year must be reported to the governing board.

State of North Carolina
County of Sampson

To the Tax Collector of the County of Sampson:

You are hereby authorized, empowered and commanded to collect the taxes set forth in the tax records filed in the Sampson County Tax Office and in the tax receipts herewith delivered to you, in the amount and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the County of Sampson, and this order shall be a full and sufficient authority to direct, require and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law.

Witness my hand and official seal, this 1st day of July, 2013.

Chairman, Sampson County Board of Commissioners

ATTEST:

Clerk to the Board of Commissioners

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 2 (c)

Meeting Date: July 1, 2013	<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
	<input type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input checked="" type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
	<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue
	<input type="checkbox"/>		<input type="checkbox"/>	

SUBJECT: Designation of Voting Delegate for 106th Annual NCACC Conference

DEPARTMENT: Governing Body

PUBLIC HEARING: No

CONTACT PERSON: Ed Causey, County Manager

PURPOSE: To designate board member to serve as voting delegate at business session of NCACC Annual Conference, August 22-25, 2013, in Guilford County

ATTACHMENTS: Voting delegate form

BACKGROUND: The North Carolina Association of County Commissioners Annual Conference will be held on August 22-25, 2013 in Guildford County. The Board needs to determine which of its attending members should be designated as the Board's voting delegate for the business session of the conference.

PRIOR BOARD ACTION: None

RECOMMENDED ACTION OR MOTION: Designate a board member to serve as the County's voting delegate at the 2013 NCACC Annual Conference



Designation of Voting Delegate to NCACC Annual Conference

I, _____, hereby certify that I am the duly designated voting delegate for _____ County at the 106th Annual Conference of the North Carolina Association of County Commissioners to be held in Guilford County, N.C., on August 22-25, 2013.

Signed: _____

Title: _____

Article VI, Section 2 of our Constitution provides:

“On all questions, including the election of officers, each county represented shall be entitled to one vote, which shall be the majority expression of the delegates of that county. The vote of any county in good standing may be cast by any one of its county commissioners who is present at the time the vote is taken; provided, if no commissioner be present, such vote may be cast by another county official, elected or appointed, who holds elective office or an appointed position in the county whose vote is being cast and who is formally designated by the board of county commissioners. These provisions shall likewise govern district meetings of the Association. A county in good standing is defined as one which has paid the current year's dues.”

Please return this form to Sheila Sammons by: **Friday, August 9, 2013:**

NCACC
215 N. Dawson St.
Raleigh, NC 27603
Fax: (919) 733-1065
sheila.sammons@ncacc.org

Susan Holder

From: Lori Sutton [lbsutton@sampsonnc.com]
Sent: Tuesday, May 21, 2013 1:39 PM
To: Susan Holder
Subject: FW: Transportation Advisory Board

Susan,

Cynthia Wilson with CCAP has given permission for Youlanda Hoxie, CCAP Case Manager II, to serve on our Transportation Advisory Board. Will you please request this appointment from the BOC.

Thank you.

Lorie

From: Cynthia Wilson [mailto:cynthia.wilson@ccap-inc.org]
Sent: Monday, May 20, 2013 2:22 PM
To: Lori Sutton
Cc: Stephanie Ashley
Subject: Fwd: Transportation Advisory Board

Lori:
Youlanda Hoxie, CCAP Case Manager II, is the person whom CCAP is submitting to serve on the Transportation Advisory Board. Do you need that on letterhead, or is email sufficient? Anything else needed to accompany this submission?

Cynthia

----- Forwarded message -----

From: **Stephanie Ashley** <stephanie.ashley@ccap-inc.org>
Date: Mon, May 20, 2013 at 1:38 PM
Subject: Re: Transportation Advisory Board
To: Cynthia Wilson <cynthia.wilson@ccap-inc.org>

Ms. Wilson:

The last meeting was attending by Youlanda Hoxie, Case Manager and Raquel Rosario, Program Support Aide. We can submit Youlanda Hoxie's name. Thanks, Stephanie

On Mon, May 20, 2013 at 1:33 PM, Cynthia Wilson <cynthia.wilson@ccap-inc.org> wrote:
Stephanie:

Whose name would you like me to submit to Lori Sutton to serve on the Sampson County Transportation Advisory Board. With transportation as such a concern for the residents of Sampson County that we serve, I think this board is aligned with finding solutions to the challenge we see. Comment?

Cynthia

NORTH CAROLINA'S
SAMPSON COUNTY

FINANCE DEPARTMENT
David K. Clack, Finance Officer

June 3, 2013

Susan J. Holder

Assistant County Manager

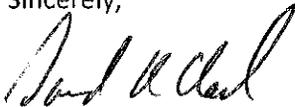
Dear Mrs. Holder,

The Department of Juvenile Justice & Delinquency Prevention met Monday, May 20, 2013. This meeting resulted in the following recommendations to the Board of Commissioners for the reappointment of the following JCPC members for another term. I would like to request that this be presented to the Board for their approval.

All members for reappointment were in attendance and have accepted reappointment for another term. They are as follows:

- | | | |
|-----------------------|-----------------|---------------------|
| • Terrace Miller | City Schools | June/2013-June/2014 |
| • Rev. Roger A. White | Faith Community | June/2013-June/2014 |
| • Darold Cox | General Public | June/2013-June/2014 |
| • Billy Frank Jackson | General Public | June/2013-June/2014 |

Sincerely,



David K. Clack

Sampson County Finance Officer



SAMPSON COMMUNITY COLLEGE

a member institution of the North Carolina Community College System

Established 1967

HIGHWAY 24 WEST
POST OFFICE BOX 318
CLINTON, NORTH CAROLINA 28329

voice 910-592-8081
fax 910-592-8048
email: fsutter@sampsoncc.edu

March 12, 2013

Mr. Ed Causey, County Manager
Sampson County Board of Commissioners
435 Rowan Road
Clinton, NC 28328

SUBJECT: Appointment of a Trustee to the Sampson Community College
Board of Trustees

Dear Ed:

Under the terms of the General Statutes of North Carolina, the Board of Commissioners must appoint a person to serve a four-year term as a trustee of Sampson Community College, beginning July 1, 2013. Mr. Chris Fann's term will expire on June 30, 2013.

A new requirement for appointees has been added. Appointments to the SCC Board of Trustees must comply with the requirements of House Bill 1843, the State Government Ethics Act. The Act mandates that individuals must complete the Statement of Economic Interest. The Statement must be approved by the State Ethics Commission prior to individuals assuming their position on the Board of Trustees.

We would appreciate your notifying the college of your selection at your earliest convenience in order to meet these new requirements.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Paul Hutchins
President

/fks

pc: Mr. Larry Barnes, Chairman – Board of Trustees
Mr. Chris Fann

✓ dln
Learn
Shelley



June 20, 2013

Ms. Susan Holder
Assistant County Manager
406 County Complex
Clinton, NC 28328

Dear Ms. Holder:

The Sampson County Convention & Visitors Bureau (CVB) Board of Directors met on Tuesday, April 16 and Tuesday, June 18, 2013. The agendas included discussions regarding potential appointments to the CVB Board by the Sampson County Board of Commissioners. The following individuals' terms expire June 30, 2013:

Deborah Hall	(Representative recommended to the BOC by the Clinton Council)
David King	(Representative from a Sampson County Travel Related Organization)
Sherri Smith	(Representative from a Sampson County Business)

It is the recommendation of the Board of Directors that the following individuals be appointed to the Sampson County Convention & Visitors Bureau:

Sherri Smith	(Representative from a Sampson County Business)
Deborah Hall	(Representative recommended to the BOC by the City Council)
Aaron Jackson	(Representative from a Sampson County Travel Related Organization)

In addition, there is one vacant CVB Board position for a representative from a Sampson lodging provider. At this time the CVB Board has no recommendation as to a replacement. We will continue to search for a replacement and welcome any suggestions from the Board of Commissioners.

As stated in the Resolution establishing the CVB, the Board of Commissioners shall annually appoint the Chair of the CVB. According to the By-Laws established the Chair can serve three consecutive terms and then can serve additional terms after one-year absence from serving in the capacity as Chair.

With this in mind, the CVB Board discussed individuals to recommend to the Board of Commissioners to potentially serve as Chair if the BOC so approved. It is recommended that Ray Jordan be considered to serve as chair of the CVB for another year.

Please accept this information as our recommendations to the Board of Commissioners. If you or the Board of Commissioners has any questions or needs additional information, please contact me at your convenience.

Respectfully submitted,

A handwritten signature in black ink that reads "Vickie Crane". The signature is written in a cursive style with a long horizontal flourish at the end.

Vickie Crane, Director
Sampson County Convention & Visitors Bureau

cc: File
CVB Board Members



CITY OF CLINTON
P.O. Box 199
Clinton, North Carolina 28329-0199
www.cityofclintonnc.us
910-592-1961



May 9, 2013

Mrs. Deborah Hall
Sessoms Jewelry
105 Wall Street
Clinton, NC 28328

Dear Mrs. Hall:

At its regular meeting on May 7, 2013, the Mayor and City Council recommended your reappointment to a three-year term on the Sampson County Tourism Development Authority. This recommendation will be forwarded to the Sampson County Board of Commissioners for their consideration. If approved, your new term of office will expire in June 2016.

The City appreciates your willingness to continue serving on this Board.

Sincerely,

A handwritten signature in black ink, appearing to read "John F. Connet".

John F. Connet
City Manager

JFC/mlm

cc: Vickie Crane
Susan Holder

Susan Holder

From: Tracy Davis [tdavis@mccog.org]
Sent: Monday, June 24, 2013 1:17 PM
To: Susan Holder
Subject: Adult Care Home CAC appointment

Hey Susan,

Cassandra Raynor-Simpson's Adult Care Home Community Advisory Committee Appointment expired 3/2013 of this year. Due to an increase in her job duties she felt that she could no longer be a valuable CAC volunteer. So we have a vacancy on the Adult Care Home CAC. I was hoping to get this on the agenda for the July Commissioners meeting.

I don't know if you have anyone interested in being appointed to the Adult Care Home CAC. The Magnolia suggested Allison Morrisey to the appointment. I have spoken with Ms. Morrisey and she did indicate an interest. Her contact information is as follows:

Allison Morrisey
P O Box 533
Clinton, NC 28329
Phone: (910) 385-8697

Thank you,

*Tracy H. Davis, CIRS-A/CPRP
Information & Referral Specialist, Senior Games Coordinator, Regional Ombudsman
Mid-Carolina Area Agency on Aging
P O Drawer 1510
Fayetteville, NC 28302
Phone: (910) 323-4191 x27
Fax: (910) 323-9330*

Aging well through advocacy and purpose.

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 3

Meeting Date: July 1, 2013	<input type="checkbox"/> Information Only	<input type="checkbox"/> Public Comment
	<input type="checkbox"/> Report/Presentation	<input type="checkbox"/> Closed Session
	<input type="checkbox"/> Action Item	<input type="checkbox"/> Planning/Zoning
	<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Water District Issue

SUBJECT: Consent Agenda

DEPARTMENT: Administration/Multiple Departments

ITEM DESCRIPTIONS/ ATTACHMENTS:

- a. Approve minutes of the May 6, 2013; May 8, 2013; and May 14, 2013; and June 3, 2013 meetings
- b. Schedule a public hearing regarding the naming of private roads for Monday, August 5, 2013
- c. Approve contract with Godwin-Falcon Fire Department for Rescue/RT services
- d. Accept Hazardous Materials Emergency Planning Grant and authorize execution of associated grant documents
- e. Approve FY 2013-2014 Agreement for the Provision of County-Based Aging Services between Sampson County and Mid Carolina Area Agency on Aging
- f. Approve County funding allocations for JCPC (Juvenile Crime Prevention Council) programs as recommended by JCPC Committee
- g. Approve budget amendments

RECOMMENDED

ACTION OR MOTION: Motion to approve Consent Agenda as presented

The Sampson County Board of Commissioners convened for their regular meeting at 7:00 p.m. on Monday, May 6, 2013 in the County Auditorium, 435 Rowan Road in Clinton, North Carolina. Members present: Chairman Billy Lockamy, and Commissioners Albert D. Kirby, Jr., Harry Parker, and Jefferson Strickland. Absent: Vice Chairman Jarvis McLamb (who was hospitalized).

The Chairman convened the meeting and called upon Commissioner Kirby for the invocation. Commissioner Strickland then led the Pledge Allegiance.

Commissioner Strickland reported that he had talked with Mrs. Joyce McLamb an hour previous to the meeting; she told him that Commissioner McLamb continues to be diligent with his physical therapy, and he was thinking clearer. The family was pleased with his progress. Commissioner Kirby added that he had spoken with Commissioner McLamb on the telephone. He noted that Commissioner McLamb still displayed his sense of humor, having stated to Mr. Kirby that if the commissioners did something too far into the taxpayers' pockets with the budget he might have another stroke.

Chairman Lockamy recognized Clinton High School student Lauren Johnson, attending the meeting as a Civics class assignment.

Approval of Agenda

Upon a motion made by Commissioner Strickland and seconded by Commissioner Parker, the Board voted unanimously to approve the agenda with the addition of item c, a discussion regarding an appointment to the Eastpointe MCO Board of Directors and item d, a discussion of the removal of mobile units at Sampson Community College to Tab 3, Action Items.

Roads

Monthly Report - NCDOT Keith Eason, NCDOT Assistant District Engineer, was present to answer questions and concerns of the Board and citizens in attendance. Mr. Eason reported that Litter Sweep had been successful and had resulted in a good cleanup effort. Mr. Eason reported that SR 1446 (Autryville Road) from Green Path Road to US 13 was under contract and should be resurfaced within the next month. He further reported that utility issues had delayed work on Keith Road, but it should be constructed this year. Commissioner Strickland commended the Department efforts with Litter Sweep but reported that White Woods Road still needed assistance. Commissioner Kirby questioned if the land acquisition process had been completed

with respect to Highway 24, and Mr. Eason explained that the majority of acquisition had been completed, but there were always lagging issues. He added that condemnation processes could be underway if there were lingering concerns.

Item 1: Planning and Zoning Items

ZA-3-13-1 Chairman Lockamy opened the public hearing and called upon Planning Director Mary Rose who reviewed the request to amend Section 4.6 of the Sampson County Zoning Ordinance with regard to Substandard Lots of Record. Ms. Rose reported that the request was brought upon unanimous recommendation of the Planning Board. She noted that in the current Sampson County Zoning Ordinance there are many existing lots of record in Sampson County which are below the minimum development standards. She explained that in a zoning district where there is access to public water, the minimum lot size is 25,000 square feet, and where there is not access to public water, the minimum lot size is 30,000 square feet. Because there are many below-standard lots of record, over the past few years the Planning Board has noted there have been a number of variances to come before their board which exceed the 30 percent threshold for which planning staff can issue permits if the lots meet development requirements. The Planning Board, she stated, at the request of planning staff, had recommended that the zoning ordinance text be revised to where if any substandard lot of record can meet Sampson County Environmental Health regulations for the placement of a well and septic tank on the property and can also meet Sampson County zoning ordinance setback requirements, then staff can administratively issue them a zoning permit as opposed to the issue having to be brought before the Planning Board for a variance. What this does, she noted, is save the citizens of Sampson County from having to go before the Board. She added this had been discussed with the Inspections Department and Environmental Health, and they saw no reason why this should not work well for the citizens of Sampson County. Ms. Rose clarified that there were a number of existing substandard lots; no new lots could be developed as substandard. Commissioner Kirby asked if there were an immediate need for action on this request as he would like to have additional time to review it to fully understand the ramifications of the action. Upon a motion made by Commissioner Kirby and seconded by Commissioner Parker, the Board voted unanimously to continue the hearing until June 3, 2013.

ZA-3-13-2 Chairman Lockamy opened the public hearing and called upon Planning Director Mary Rose who reviewed the request to amend Section 9.3 of the Sampson County Zoning Ordinance to include Memorial Plaque as a Sign Not Requiring a Permit from the Zoning Officer. Ms. Rose explained that in the current ordinance there were signs which do not require a permit from the Planning Department. Ms. Rose explained the incident which brought this matter to the attention of planning staff wherein a citizen in the southern portion of the County desired to have a plaque or piece of artwork located on her family farm property to identify her

homeplace. When the citizen visited the Planning Department for a permit, staff had no zoning provision under which to issue the permit. Ms. Rose reviewed the proposed text which identified memorial plaques as cornerstones, historical tablets, grave markers and other remembrances which are placed upon the property they identify (not at an intersection or off the property). These signs would be limited to a maximum of 64 square feet in signs surface area, 12 feet in height and would not be used for advertising or commercial purposes, i.e., not as a billboard to advertise a business. Commissioner Kirby questioned how often such request would come up, and Ms. Rose stated that it was not often but that staff had seen other such similar signs. Commissioner Kirby asked if the committee that exists now to review memorials placement would be involved, and staff noted that this committee would only involve the placement of memorial plaques on government property. Ms. Rose added that in the planning world if there is no existing provision, then regulations were developed to address it. The proposed text amendment would simply offer parameters as to maximum size and placement and clarify that no permit would be required for such sign. Chairman Lockamy if such regulations existed in other counties and Ms. Rose stated yes and noted a few surrounding counties with similar regulations. Commissioner Kirby questioned if this simply created more bureaucracy. Chairman Lockamy opened the floor for comments, and the following were received:

Ann Knowles: I am a landowner. If I wanted to put up a sign on the side of my barn, why do I have to come and ask for permission? I am not on the right-of-way, and citizens have enough sense to know if you put it on the state right-of-way, the state will take it up. If it is back on my property, why is this an issue? [Ms. Rose reiterated that the planning board was most concerned about maximum parameters for size and the fact of the sign's non-commercial use. It was noted that bona fide farms would not be considered commercial use.]

Larry Sutton: I am concerned about the current anti-government stance that some people already have. They think the government is already interfering too much, and in some ways they might already be. We don't want to provide fodder for those who feel that way now and feel the government is once again overstepping onto my personal arena. I would think that this should be left alone unless it becomes an issue in the future by what someone has done which might infringe upon my rights. Even then, they have the free speech to do that. This may be a can of worms you want to leave closed.

County Attorney Annette Chancy Starling asked Ms. Rose that as she currently interpreted the County Zoning Ordinance, if something was not included was it assumed to be prohibited, and Ms. Rose stated yes; it were not provided for or permitted, it is not allowed. Ms. Chancy Starling asked if this were the rationale for bringing this amendment for approval. Ms. Rose agreed that the planning staff's interpretation of the ordinance was that if it is not specifically provided for, then it is

prohibited. Ms. Starling noted that this was typically what she had encountered in legal questions regarding zoning ordinances and that the School of Government typically advises this way. Commissioner Kirby stated he had always taken exception to this. Commissioner Strickland made a motion to approve the zoning amendment request as recommended by the Planning Board, which was seconded by Commissioner Lockamy. After further discussion, the motion was withdrawn. Upon a motion made by Commissioner Lockamy and seconded by Commissioner Kirby, the Board voted unanimously to continue the hearing until June 3, 2013.

ZA-3-13-3 Chairman Lockamy opened the public hearing and called upon Planning Director Mary Rose who reviewed the request to amend to amend Section 4.4 of the Sampson County Zoning Ordinance with regard to the Relationship of Buildings to a Lot. Ms. Rose reported that this had been unanimously recommended by the Planning Board. She explained that currently if a citizen had two dwellings on a piece of property, they must be 100 feet apart. There is a provision in the Zoning Ordinance that as long as the dimensional criteria can be met, for example with public water on 25,000 square feet of land, there could be two dwellings on a 50,000 square foot parcel, but this would require them to be 100 feet apart. She explained that a situation had come to staff's attention whereby a gentleman wanted to add another home on the property with an existing residence , but he did not have the ability to keep the two dwellings 100 feet apart. After speaking with Building Inspections and Environmental Health Directors, staff understood why they were separation requirements between dwellings, i.e., for septic drain lines, building and fire code, etc. However, after speaking with Environmental Health and Building Inspections, rather than having this gentleman accomplish his request through the subdivision process, which indeed he could have with 15 feet setback on each side (30 feet of separation between the dwellings), they saw no reason why the 100 feet separation should be required. Both Environmental Health and Building Inspections agreed that 50 feet would be sufficient separation to address any concerns relative to septic drain lines and health and safety regulations. This was discussed with the Planning Board, who recommended the reduction in the zoning ordinance amendment to 50 feet. Commissioner Kirby questioned that the original separation was originally set for health and safety reasons, and Ms. Rose clarified that the separation requirement in the current zoning ordinance had not been recommended by Inspections or Environmental Health, rather the verbiage used was from the Bladen County ordinance from which Sampson County's ordinance was developed in 2004. She reiterated that the request was not compromising environmental health as the same result could be achieved through the subdivision process to divide the property into two lots. Commissioner Kirby asked how many similar instances there had been since this request was the result of an single issue brought to the attention of the planning staff, and Ms. Rose stated that this was the only time. However, she could not estimate how many times persons would have subdivided property to address similar situations. Upon a motion made by Commissioner Kirby and seconded by Commissioner Parker, the Board voted unanimously to continue the hearing until June 3, 2013.

ZA-3-13-4 Chairman Lockamy opened the public hearing and called upon Planning Director Mary Rose who reviewed the request to amend Section 4.13 of the Sampson County Zoning Ordinance with regard to the location of Accessory Structures/Buildings. Ms. Rose explained that accessory structures were detached structures in addition to the primary residence such as a storage building or garage. The existing ordinance's language includes a minimum distance of 30 feet between principal structures and accessory buildings. After review with Environmental Health and Inspections, it was recommended to the Planning Board that this be reduced to 10 feet. The other aspect of this request, she noted, was to amend the ordinance to clarify that an accessory building could be located on a contiguous parcel to the property, but not on a non-contiguous parcel. Upon a motion made by Commissioner Kirby and seconded by Commissioner Parker, the Board voted unanimously to continue the hearing until June 3, 2013.

RZ-4-13-1 Chairman Lockamy opened the public hearing and called upon Planning Director Mary Rose who reviewed the request to rezone approximately 2 acres at 6715 Plainview Highway from MRD-Mixed Residential Agriculture to C-Commercial. Ms. Rose reported that this was unanimously recommended by the planning board, and noted the facts with regards to this property, and reported that notification had been made to surrounding property owners with no opposition. She reported that the planning board found this request to be consistent with the land use plan. There being no further comments, the hearing was closed. Upon a motion made by Commissioner Strickland and seconded by Commissioner Kirby, the board voted unanimously to approve rezoning request RZ-4-13-1, accepting the presented findings of fact and making the following zoning consistency statement: *Whereas, in accordance with the provisions of North Carolina General Statute 153A-341, the Sampson County Board of Commissioners does hereby find and determine that the recommendation of the ordinance amendment RZ-4-13-12 is consistent with the goals and objectives of the Sampson County Land Use Plan for commercial growth due to the fact in section 1 of the Sampson County Land Use Plan, economic growth and commercial activities are encouraged at locations with access to major thoroughfares such as US Highway 421.*

RZ-4-13-2 Chairman Lockamy opened the public hearing and called upon Planning Director Mary Rose who reviewed the request to rezone approximately 5.75 acres at 1648 NC Highway 55 from RA-Residential Agriculture to C-Commercial. Ms. Rose reviewed the rezoning request, explaining that the owner had operated a business at the location for a number of years and at this point wished to expand. However when the property was originally zoned, planning staff did not realize that a portion of the property (which was in Johnston County) was already zoned commercial, and they zoned the Sampson County property as Residential Agricultural. The expansion necessitates that a portion of the property be rezoned to Commercial. There has been no opposition by neighboring properties. Upon a motion made by Commissioner Kirby

and seconded by Commissioner Strickland, the board voted unanimously to approve rezoning request RZ-4-13-2, accepting the presented findings of fact and making the following zoning consistency statement: *Whereas, in accordance with the provisions of North Carolina General Statute 153A-341, the Sampson County Board of Commissioners does hereby find and determine that the recommendation of the ordinance amendment RZ-4-13-12 is consistent with the goals and objectives of the Sampson County Land Use Plan for commercial growth due to the fact in section 1 of the Sampson County Land Use Plan, economic growth and commercial activities are encouraged at locations with access to major thoroughfares such as US Highway 55.*

Item No. 2: Reports and Presentations

Recognition of Retiree The Chairman presented a county plaque to Donna Boone, in recognition of her service to Sampson County.

Item No. 3: Action Items

Public Hearing - Naming of Private Roads The Chairman opened the public hearing and called upon Assistant County Manager Susan Holder who reviewed the recommendations of the Road Naming Committee. There were no other comments, and the hearing was closed. Upon a motion made by Commissioner Kirby and seconded Commissioner Parker, the Board voted unanimously to name the private roads as follows:

PVT 55HD 2335	Trinity Lane
PVT 1214 3774	Gen Boykin Avenue

Courthouse Security - Consideration of Seeking Architectural Services for Feasibility Study County Manager Ed Causey recalled that the board had at their April meeting directed staff to obtain a proposal for architectural services to determine the feasibility of connecting the two court buildings, in an effort to reduce the cost for courthouse security improvements. He reviewed a proposal provided by RATIO Architects, Inc. for the feasibility study, noting that the contact person was Ms. Sharon Crawford, with whom the County had worked on previous building projects. He noted that the proposed fee was \$28,500, which included site assessment, building code analysis and up to two design concepts. Commissioner Kirby asked if any other companies had been considered, and if the proposal cost was high. Mr. Causey stated he had not spoken with any other companies, but that the proposal seemed reasonable as it contained more than he had anticipated, including some design concepts and cost estimates. He reiterated that this particular person had demonstrated an ability to work on projects in Sampson County which required the collaboration of a number of people. Upon a motion made by Commissioner Strickland and seconded by Commissioner Parker, the Board voted unanimously to accept the proposal for architectural services, to be funded from the Board's contingency account.

Appointment to Eastpointe MCO Board of Directors County Manager Ed Causey explained the requested changes in the appointments to the Eastpointe MCO Board as necessitated by Senate Bill 191. Presently, the Eastpointe Board has 27 members, which must be reduced to 21 members, he explained, and Eastpointe had requested that the commissioners designate the appointee the County wished to retain as their representative. At this point in the reorganization, each member county is only guaranteed one representative; Mr. Causey noted that Commissioner Kirby currently serves as one of Sampson County's two representatives. Mr. Causey further explained that in July, each representative's name would be randomly selected to determine the staggered terms on the new board. The Board of Commissioners would then be asked to confirm this term. Upon a motion made by Commissioner Parker and seconded by Commissioner Strickland, the Board voted unanimously to appoint Commissioner Kirby as the Eastpointe Board representative. Commissioner Strickland noted that Sampson County had historically been represented by a commissioner and a citizen appointee, currently J.W. Simmons, and both have served well. He noted that he hoped that the opportunity would present itself to appoint Mr. Simmons to another available position or board.

Disposal of Alternative School Mobile Units at Sampson Community College County Manager Ed Causey provided a brief report on the Community College's desire to have the vacated alternative school mobile units removed from the campus, noting that the College had offered the buildings to a company who would demolish/remove at their cost, with no response. Mr. Causey reported that SCC President Paul Hutchins had informed the County that they had received informal bids for the demolition and removal ranging from \$34,000 to \$17,800 and had found the money in the College's existing budget to fund the removal. To move forward, the College was requesting the Board relinquish any interest in the surplus buildings. Upon a motion made by Commissioner Kirby and seconded by Commissioner Parker, the Board voted unanimously to relinquish any interest in the mobile units and allow the College to dispose of them as they deemed necessary.

Item No. 4: Consent Agenda

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

- a. Approved the minutes of the February 4, 2013; March 21, 2013; April 1, 2013; and April 8, 2013 meetings
- b. Scheduled a public hearing for Monday, June 3, 2013 for the closeout of FY 13 CDBG NC Tomorrow Grant Program

- c. Adopted a resolution proclaiming May as Mental Health Month in Sampson County
- d. Approved the execution of the Field Internship Agreement between Wayne Community College and Sampson County EMS (Copy filed in Inc. Minute Book _____, Page _____.)
- e. Approved the execution of the contracts to audit accounts between the County and Thompson, Price, Scott, Adams & Co., PA (extension of the contract for the audit for fiscal year ending June 30, 2012 and new contract for the audit for fiscal year ending June 30, 2013) (Copies filed in Inc. Minute Book _____, Page _____.)
- f. Approved the Home and Community Care Block Grant funding plan for FY 2013-2014 (Copy filed in Inc. Minute Book _____, Page _____.)
- g. Approved the late property tax exemption application from Jesus is the Truth Pentecostal Holiness Church
- h. Approve the following tax refunds:

# 5690	Johnson, Parsons & Hobson, PLLC	\$193.43
# 5626	John A. Davis	\$464.85
#5696	Gregory Clement Butler	\$128.19

- i. Approved the following budget amendments:

<u>EXPENDITURE</u>		<u>Rescue</u>	
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	
11243700	553000	C/O Medical Equipment	144,000.00

<u>REVENUE</u>		<u>Source of Revenue</u>	
<u>Code Number</u>		<u>Increase</u>	<u>Decrease</u>
11034330	408402	DHS Federal Firefighters Assistance Grant	144,000.00

<u>EXPENDITURE</u>		<u>Emergency Management</u>	
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	
11243300	526201	Department Supplies - Equipment	29,982.00
11243300	539500	Employee Training	44,400.00

<u>REVENUE</u>		<u>Source of Revenue</u>	
<u>Code Number</u>		<u>Increase</u>	<u>Decrease</u>
11034330	408402	Assistance to Firefighters Fire Prev Grant	74,382.00

<u>EXPENDITURE</u>		<u>Health Department-Immunization Action Plan</u>	
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	
			<u>Increase</u> <u>Decrease</u>
12551600	543000	Rental Equipment	43.00
12551600	523900	Medical Supplies	199.00
12551600	531100	Travel	1,000.00
12551600	526200	Departmental Supplies	2,500.00
12551600	529700	Lab Supplies	425.00

<u>REVENUE</u>			
<u>Code Number</u>		<u>Source of Revenue</u>	
			<u>Increase</u> <u>Decrease</u>
12535160	404000	State Assistance	4,167.00

<u>EXPENDITURE</u>		<u>Health Department – TB – CDC</u>	
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	
			<u>Increase</u> <u>Decrease</u>
12551200	512100	Salaries	12,371.00
12551200	518100	FICA	677.00
12551200	518120	Medicare FICA	159.00
12551200	518200	Retirement	835.00
12551200	518901	401K	313.00
12551200	518300	Group Insurance	1,369.00
12551200	518400	Dental Insurance	43.00
12551200	525100	Gas, Oil, and Tire	275.00
12551200	526200	Departmental Supplies	586.00
12551200	529700	Lab Supplies	466.00
12551200	531100	Travel	1,000.00
12551200	535200	Maintenance/Repair Equipment	116.00
12551200	544000	Contracted Services	1,000.00
12551200	581002	Transfer to Other Health Programs	9,500.00
12551010	512100	Salaries	12,371.00
12551010	518100	FICA	677.00
12551010	518120	Medicare FICA	159.00
12551010	518200	Retirement	834.00
12551010	518901	401K	273.00
12551020	512100	Salaries	12,371.00
12551020	518100	FICA	677.00
12551020	518120	Medicare FICA	159.00
12551020	518200	Retirement	834.00
12551020	518901	401K	273.00

<u>REVENUE</u>			
<u>Code Number</u>		<u>Source of Revenue</u>	
			<u>Increase</u> <u>Decrease</u>
12535160	404000	State Assistance	9,500.00

<u>EXPENDITURE</u>		<u>Health Department – Tuberculosis – CDC</u>	
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	
			<u>Increase</u> <u>Decrease</u>
12551200	512100	Salaries	4,298.66
12551200	518100	FICA	266.52
12551200	518120	Medicare FICA	62.33
12551200	518200	Retirement	289.76
12551200	518901	401K	108.76
12551010	518300	Salaries	4,298.66
12551010	518400	FICA	266.52
12551010	525100	Medicare FICA	62.33
12551010	526200	Retirement	289.76
12551010	529700	401K	108.76
12551010	512100	Salaries	4,298.66
12551010	518100	FICA	266.52
12551010	518120	Medicare FICA	62.33
12551010	518200	Retirement	289.76
12551010	518901	401K	108.76

REVENUE

<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
12535120	404000	State Assistance		5,026.00

<u>EXPENDITURE</u>		<u>Health - General Admin/Family Planning</u>	
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	
			<u>Increase</u> <u>Decrease</u>
12551100	581002	Transfer to Other Health Programs	1,500.00
12551640	523900	Medical Supplies	1,500.00

REVENUE

<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
12535164	404096	Transfer from Other Health Programs	1,500.00	
12553100	404000	State Assistance	1,500.00	

<u>EXPENDITURE</u>		<u>Social Services</u>	
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	
			<u>Increase</u> <u>Decrease</u>
13553100	526201	Departmental Supplies - Equipment	130,000.00
13553100	538100	Data Processing	25,000.00
13553100	539300	Medicaid	25,000.00

REVENUE

<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
13535310	new	Medicaid Fraud Collections	180,000.00	

<u>EXPENDITURE</u>		<u>Aging</u>	
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	
			<u>Increase</u> <u>Decrease</u>
02558810	526200	FCG Departmental Supplies	535.00

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
02035881	408401	FCG Donations	535.00	
<u>EXPENDITURE</u>				
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
02558680	526200	Senior Center Departmental Supplies	300.00	
<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
02035868	408900	Senior Center Misc Revenue	300.00	
<u>EXPENDITURE</u>				
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
02558660	544000	PC II - Contracted Services	27,795.00	
<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
02035866	404202	PC II - Medicaid	27,020.00	
02035866	404203	PC II - Private Pay	775.00	
<u>EXPENDITURE</u>				
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
04549580	526200	Departmental Supplies	1,000.00	
<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
04034958	404088	SHIIP Revenue (State of NC - Dept of Insuran)	1,000.00	
<u>EXPENDITURE</u>				
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11761100	526200	Department Supplies	399.00	
11761100	526201	Department Supplies - Equipment	4,130.00	
11761100	544200	Cultural Programs	1,000.00	
11761100	556100	CO - Books	800.00	
<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11036110	404110	Library Fines and Fees	4,000.00	
110361100	408401	Donations	241.00	
11036110	408930	Discard Sales	2088.00	
<u>EXPENDITURE</u>				
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11243100	581000	Tranfer to State Agency	11,800.00	
<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11034310	404115	Concealed Weapons Fees	11,800.00	

<u>EXPENDITURE</u>		<u>Fire Districts</u>		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
23243410	581016	Newton Grove Fire Department	9,000.00	
<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
23043416	499900	NC Fund Balance Appropriated	9,000.00	

Item No. 5: Board Information

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

- a. Miscellaneous Counties Resolutions Regarding Legislative Issues

County Manager Reports

County Manager Ed Causey reported that the loan closing for the well project would be held on Thursday at 11:00 a.m., with the pre-construction conference to follow that afternoon, thus finalizing the paperwork to commence the construction of the wells. He also reminded the Board of the meeting of the Board of Equalization and Review scheduled for Wednesday, May 8th at 1:00 p.m. and the NCACC County Assembly Day on May 22nd. Mr. Causey and Assistant County Manager Susan Holder discussed opportunities for the ethics training required by General Statutes for new/re-elected officials within 12 months of their election/re-election: a live webinar on May 15, the purchase of the webinar for later viewing, or training in conjunction with the NCACC Conference in August. Commissioner Strickland urged commissioners to attend the NCACC Conference in Greensboro.

Public Comments

There were no public comments offered.

Closed Session

Upon a motion made by Commissioner Strickland and seconded by Commissioner Kirby, the Board voted unanimously to enter into Closed Session pursuant to GS 143-318.11(a)(4) industrial recruitment and GS 143-318.11(a)(6) for personnel (employee appeal of adverse action). The Board decided to postpone the personnel discussion given the inability of the employee to attend the session. In Closed Session, Economic Developer John Swope and County Attorney Annette Chancy Starling discussed issues related to Project Trio (minutes maintained separately). The Board returned to the Auditorium. Upon a motion made by Commissioner Strickland

and seconded by Commissioner Kirby, the Board voted unanimously to come out of Closed Session.

Recess to Reconvene

Upon a motion made by Commissioner Parker and seconded by Commissioner Kirby, the Board voted unanimously to recess to reconvene at noon on Wednesday, May 8, 2013 in the Conference Room of the Sampson County Administration Building for an additional Closed Session regarding industrial recruitment.

Billy C. Lockamy, Chairman

Susan J. Holder, Clerk to the Board

The Sampson County Board of Commissioners re-convened at noon on Wednesday, May 8, 2013 in the Conference Room of the County Administration Building, 406 County Complex Road in Clinton, North Carolina. Members present: Chairman Billy Lockamy, and Commissioners Albert D. Kirby, Jr., Harry Parker, and Jefferson Strickland. Absent: Vice Chairman Jarvis McLamb (who was hospitalized).

The Chairman convened the meeting.

Closed Session

Upon a motion made by Commissioner Strickland and seconded by Commissioner Kirby, the Board voted unanimously to enter into Closed Session pursuant to GS 143-318.11(a)(4) to discuss industrial recruitment. In Closed Session, Economic Developer John Swope and County Attorney Annette Chancy Starling discussed issues related to Project Trio. County Attorney Annette Chancy explained the economic development exception to the General Statutes with regard to disclosure of public records (NCGS 132-6(d), noting that public records may be withheld if all of certain conditions are met: if they are related to a proposed expansion or location, for a specific business or industrial project, and if the release would frustrate the purpose for which such public records were created. Ms. Starling reviewed a Confidentiality Agreement requested by the prospect for Project Trio.

Upon a motion made by Commissioner Lockamy and seconded by Commissioner Strickland, the Board voted unanimously to return to open session. Commissioner Strickland made a motion to accept the Confidentiality Agreement with regard to Project Trio; Chairman Lockamy seconded the motion. After discussion, the motion was withdrawn and Commissioner Strickland moved that the Board enter back into Closed Session for further discussion on the Agreement. Commissioner Parker seconded the motion, and it passed unanimously. In Closed Session, Ms. Starling responded to questions regarding litigation related to the breach of the Agreement (Section 6). Commissioner Kirby discussed potential amendments to Section 1.

Upon a motion made by Commissioner Strickland and seconded by Commissioner Parker, the Board voted unanimously to come out of Closed Session. Upon a motion made by Commissioner Strickland and seconded by Commissioner Kirby, the Board voted unanimously to approve the Confidentiality Agreement related to Project Trio, as amended, and to authorize the Chairman to sign the Agreement.

Upon a motion made by Commissioner Parker and seconded by Commissioner Strickland, the Board voted unanimously to return to Closed Session where Economic Developer John Swope discussed specifics related to the Project Trio prospect and the potential site development and incentive packages. (Minutes and materials maintained separately.) Upon a motion made by Commissioner Strickland and seconded by Commissioner Parker, the Board voted to come out of Closed Session.

Recess to Reconvene

Upon a motion made by Commissioner Kirby and seconded by Commissioner Strickland, the Board voted unanimously to recess to reconvene at 1:15 p.m. on May 14, 2013 in the Conference Room of the Sampson County Administration Building for the purposed of Closed Sessions regarding personnel and industrial recruitment.

Billy C. Lockamy, Chairman

Susan J. Holder, Clerk to the Board

The Sampson County Board of Commissioners re-convened at approximately 1:30 p.m. on Tuesday, May 14, 2013 in the Conference Room of the County Administration Building, 406 County Complex Road in Clinton, North Carolina. Members present: Chairman Billy Lockamy, and Commissioners Albert D. Kirby, Jr., Harry Parker, and Jefferson Strickland. Absent: Vice Chairman Jarvis McLamb (who was hospitalized).

The Chairman re-convened the meeting.

Closed Session - Personnel

Upon a motion made by Chairman Lockamy and seconded by Commissioner Parker, the Board voted unanimously to enter into Closed Session pursuant to GS 143-318.11(a)(6) to discuss personnel. In Closed Session, the Board heard an employee appeal of a disciplinary action pursuant to the Sampson County Personnel Resolution. (Minutes maintained separately.)

Upon a motion made by Commissioner Parker and seconded by Commissioner Kirby, the Board voted unanimously to come out of Closed Session. Commissioner Kirby made a motion to support the County Manager's recommendation that employee Christy Bilberry be terminated, such motion being based upon the Board's examination of the evidence provided that Ms. Bilberry violated the Personnel Resolution and that she was warned three times - on August 9, 2012; November 7, 2012 and in February 2013 - and the Board's finding that such evidence supports the fact that she was warned and did violate the Personnel Resolution on those three instances. Commissioner Parker seconded the motion, and it passed unanimously.

Closed Session - Economic Development

Upon a motion made by Commissioner Lockamy and seconded by Commissioner Strickland, the Board voted unanimously to go into Closed Session for the purposes of discussing the location of a potential industry. As the Economic Developer prepared his presentation, Commissioner Kirby moved that the Board go out of Closed Session to briefly re-convene as the Board of Equalization and Review to consider the approval of the minutes of that body. The motion was seconded by Commissioner Parker, and passed unanimously.

Following a brief meeting of the Board of Commissioners sitting as the Board of Equalization and Review (minutes maintained separately), Chairman Lockamy

reconvened the Board of Commissioners. Upon a motion made by Commissioner Kirby and seconded by Commissioner Parker, the Board voted unanimously to go again into Closed Session for the purposes of discussing the location of a potential industry. In Closed Session, Economic Developer John Swope provided a recap on the anticipated project benefits for Project Trio, the potential for grant funding for the expansion of the County's water infrastructure to serve the industry at the I-40, Exit 355 site, alternatives for performance-based incentives, and potential site development costs (wetlands mitigation, natural gas line and buffer land acquisition). The Board voiced their concerns regarding the cost of land acquisition and the need to question the wetland determination and mitigation due to its impact on the need for land acquisition (minutes and materials maintained separately) .

Mr. Swope and County Attorney Annette Chancy Starling reviewed a proposed access agreement which would allow the industry prospect and its contractors right of access to the County's 180 acre parcel at I-40, Exit 355 for due diligence land activities, such as soil/geotechnical investigations, soil borings, environmental assessments, etc.

Upon a motion made by Commissioner Strickland and seconded by Commissioner Parker, the Board voted unanimously to come out of Closed Session. Upon a motion made by Commissioner Strickland and seconded by Commissioner Parker, the Board voted unanimously to authorize the Chairman to execute the proposed access agreement for Project Trio.

Upon a motion made by Commissioner Kirby and seconded by Commissioner Strickland , the Board voted unanimously to schedule a public hearing regarding the incentive package for Project Trio on Monday, June 3, 2013.

Recess to Reconvene

Upon a motion made by Commissioner Kirby and seconded by Commissioner Parker, the Board voted unanimously to recess to reconvene at 1:00 p.m. on Thursday, May 30, 2013 in the Conference Room of the Sampson County Administration Building for the purpose of another Closed Session regarding industrial recruitment.

Billy C. Lockamy, Chairman

Susan J. Holder, Clerk to the Board

**SAMPSON COUNTY,
NORTH CAROLINA**

June 3, 2013

The Sampson County Board of Commissioners convened for their regular meeting at 7:00 p.m. on Monday, June 3, 2013 in the County Auditorium, 435 Rowan Road in Clinton, North Carolina. Members present: Chairman Billy Lockamy, and Commissioners Albert D. Kirby, Jr., Harry Parker, and Jefferson Strickland. Absent: Vice Chairman Jarvis McLamb.

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

Commissioner Strickland reported that Commissioner McLamb had returned home on Friday and that his wife had reported that he had a good weekend. He was very happy to be home, and asked that people call before visiting.

Approval of Agenda

Upon a motion made by Commissioner Lockamy and seconded by Commissioner Strickland, the Board voted unanimously to approve the agenda with the addition of item e under Tab 1 (Planning and Zoning), a hearing regarding rezoning request RZ-5-13-1.

Roads

Monthly Report - NCDOT Keith Eason, NCDOT Assistant District Engineer, was present to answer questions and concerns of the Board and citizens in attendance. Mr. Eason reported that the resurfacing of SR 1446 (Autry Mill Road) from Green Path Road to US 13 had been completed in the past week. He further reported that work on Keith Road was awaiting the movement of utilities. Chairman Lockamy if contract had been let for Highway 24, and Mr. Eason reported that the contract for the last section in Cumberland County and first section in Sampson County had been let on the past Tuesday to Barnhill Construction, contingent upon approval by the Board of Transportation this week. He added that the other contracts were to be awarded in September; the sections were being "clustered." All four sections were scheduled to be completed by December 2016.

Item 1: Planning and Zoning Items

ZA-3-13-1 Chairman Lockamy opened the continued public hearing and called upon Planner Lyle Moore. Mr. Moore recapped the request for the text amendment to amend Section 4.6 of the Sampson County Zoning Ordinance with regard to Substandard Lots of Record. There were no comments from the public, and the hearing

was closed. Upon a motion made by Commissioner Strickland and seconded by Commissioner Parker, the Board voted unanimously to approve ZA-3-13-1, amending Section 4.6 of the Sampson County Zoning Ordinance with regard to a Substandard Lot of Record, as recommended by the Planning Board.

ZA-3-13-2 Chairman Lockamy opened the continued public hearing and called upon Planner Lyle Moore who reviewed the request to amend Section 9.3 of the Sampson County Zoning Ordinance to include Memorial Plaque as a Sign Not Requiring a Permit from the Zoning Officer. The following comments were offered:

Commissioner Kirby: This is one I have concerns about, and I think I expressed it before. There have been no other complaints. This is the first time it came up in the history of the County, this one incident.

Mr. Moore: Yes, sir. This is the first time this request has come to our office, and there has not been any complaints about it.

Commissioner Kirby: What I am saying is I think it is an issue that opens to bureaucracy to have to get into this. It may never ever come up again. In other words, it is something I don't think should be dealt with unless there is a need, where you are finding people coming in on a routine basis facing this issue.

Mr. Moore: If you don't feel like there needs be any restrictions upon it or anything like that , you can wipe those off as far as 64 square feet being the maximum and the height being the maximum. Planning staff would like to ask that you still make it a sue that does not require a permit so that it is in our ordinance, that it is addressed, and we have the authority to allow it to happen.

County Attorney Annette Chancy Starling: How did this arise? Didn't someone complain about a sign?

Mr. Moore: There was a sign that was built by a lady. I actually have a photo of it if you'd like to see it. It was basically built, and then she came in and also an adjoining property owner called. Not with negative concerns. She just wanted to make sure the sign was on the family's property, which it was. We told her that our ordinance was not, we did not have a provision for it, so we had to bring it before the Planning Board and the County commissioners to get it put into the ordinance. But, the lady did take it down, and she is awaiting your decision. Like I said, even if there is not a maximum size or setback or anything like that, we would still have to have it in the book as a permitted use whether or not.

Ms. Starling: So would you not let her put it back up until it was allowed?

Mr. Moore: That's right.

Commissioner Kirby: My question is, and help me out with this Madam attorney, why is it the business of Sampson County's government to tell somebody, a landowner who legally wants to put up on her property a sign that nobody is really complaining about, that they only asked a question that they could put it up there?

Mr. Moore: Well, it is not our intent to restrict the property owners of Sampson County. It is more to, I guess, allow everybody the same.

Ms. Starling: Don't you have provisions for other signs too?

Mr. Moore: We do. There's provisions for billboards, provisions for signs that deal with home occupations, signs that are on commercial property. They all have size and setback.

Ms. Starling: Not just that. Don't you have requirements for those like if an exterminator comes to a house or something like that?

Mr. Moore: Yes, if a tree service or something like that comes to your yard and does a job there, he can put his sign up there temporarily while he's working. That's one of the signs that are not restricted. They're exempt from the zoning ordinance, but the zoning ordinance provides for it. So, let's say, like you said this is the first time its coming to the office, and this lady is asking for an 8 x 8 sign, but think of the adjoining property owners. The next time somebody could come in, if it's not allowed for, and want to put up a 100 x 100 foot sign.

Ms. Starling: At the same time, you could just exempt it.

Mr. Moore: That's what I am saying. You could just exempt the size requirements, and it's still provided for in the ordinance.

Commissioner Kirby: What I'm saying is when we are doing an ordinance, we're actually taking an action to deal with a factor which doesn't exist. There are no complaints now. What would you say to a citizen who says this is just another example of County government getting into my business. Now, I'm not talking about situations where an individual comes in, an exterminator comes in, and they're putting up a temporary sign. All these commercial things, I understand that. We're talking about a property owner; this is her land. The sign is put up on her property. And, they've had no complaints about it. Nobody is saying it's getting in the way of ingress or egress, or it's blocking the traffic of the roadway. This is on her property, and I just don't understand why we ought to be meddling in it at all.

Mr. Moore: Well, like I said, it's just my experience. I've been a planner for five years, and if it's not in the ordinance, I can't allow anybody to do it on their property because there's not a provision for it.

Ms. Starling: But could you do something like, instead of allowing it, you could do something like, these are exempt?

Mr. Moore: That's what I was saying. We are already wanting it to be exempt if it's 8 x 8 and no taller than 12 feet. So you want to say there's no height restriction upon it and there's not maximum square footage. It's exempt. It's in the ordinance saying it's exempt, so we wouldn't regulate it at all. That's what the text amendment is for. We're not wanting to regulate it unless it is over a certain size.

Commissioner Kirby: But you are regulating it, though.

Mr. Moore: That's what I am saying. If you want to take the square footage and the height out, we wouldn't be regulating them at all. But, there would be a provision saying that you could have it, but it wouldn't be regulated.

Commissioner Kirby: Why not. That's the normal understanding of a property owner anyway.

Ms. Starling: I shared your view, too. I've had to go before other boards too for other clients. For some reason, every planning board I've run into, their staff always interprets their ordinance as if it's not permitted, it's prohibited. The School of Government tells them to do it that way. That's the way it's interpreted.

Mr. Moore: That's the way I've done it since I've been here. The way I was told to do it.

Commissioner Strickland: Unless I am interpreting this thing wrong, it's actually giving the citizen and landowners more privileges. I don't think it's taking anything away.

Commissioner Kirby: I can't see how it's giving them more privileges. You don't have to tell them they don't have to apply for it if they already own the land anyway. No more than you have to tell them that they don't have to go get a permit to plant a row of cotton or plant a row of corn. It's their land. So you don't have to come out and say: by the way landowner, you don't have to go out and get a permit to plant some beans out there on your land. That just doesn't make sense. Seems to me that if a person has property, the normal use of your property - especially if it's not interfering with anybody else - and in this situation nobody is saying, like I said nobody is complaining. They are just asking whether or not they could do it. So, I'm only asking ourselves are we getting into too much bureaucracy or red tape. Just let them go on, and until there is

a complaint, until there's a problem, deal with the problem. That's only in my humble opinion.

Chairman Lockamy: I think they are trying to deal with the problem now so they won't have no problem in the future. I'm thinking that if somebody wanted to put a sign up, and somebody said I can't, maybe it's in the zoning. But there's no zoning on it. It's not going to hurt anything.

Commissioner Kirby: Nobody's ever had this problem, ever, in the history of Sampson County. This has never come up like this.

Mr. Moore: No, sir. Like Ms. Rose said last month, this is an ordinance that we adopted from Bladen County. The ordinance is not the same as we adopted it in 2004. Meaning, when people wanted to do something that the ordinance did not address, they came in and there was a zoning amendment which allows them and future residents of Sampson County to be able to do that whether it's something like a home occupation or something to that extent. There's always had to be a first to come in.

Larry Sutton: I'm confused a little bit because what is the correct perception to take. Should we assume that it is okay and do it, or should we not assume that it can't be done unless there is a rule that says we can do it.

Ms. Starling (asking Mr. Moore): Whom do y'all answer to? Whom do you call at the School of Government for advice or to interpret things?

Mr. Moore: Usually, I think Mr. David Owens. I do call the School of Government, but they reference all of that to the General Statutes.

Ms. Starling: Generally, what most planning departments do is they say that it has to be permitted in the ordinance in order to be allowed. The reason they say that is because, what they tell me, is because if you just say it is allowed if it's not prohibited, then somebody can go building a big sign, and if you're assuming it's allowed, because it's not prohibited, you can't make them take that sign down because they are going to say it's already a pre-existing allowed use. And, so, then you have an argument that it is a pre-existing, non-conforming use, and so you shouldn't be required to take it down. I've seen the issue arise with sweepstakes whenever those sweepstakes businesses were coming into the town and the County. There was not a provision for it. In some counties, people would start sweepstakes buildings, and they would say well, it's not prohibited, so we assume it's permitted. By saying that then you're saying I already have a pre-existing, non-conforming use, and you can't make me shut down. But the planning departments I've run into have always said no, it's not assumed to be permitted, it's assumed that unless it is listed out, it's prohibited, and what you need to do is come talk to use and we'll go through proper steps to letting you allow it.

Larry Sutton: My own personal view of this is if I own the property, if it's my land and I choose to put a memorial plaque on my land, in my yard, that should be my business. Unless my memorial plaque is causing someone an issue, until it is causing someone an issue, it shouldn't be the County's business that it is there.

Mr. Moore: What I think is getting clouded here is we are wanting to exempt them so that it is not our business. That's what this provision is for, and if you want to get rid of the 12 foot height and the 64 square feet, it is exempt if it is 1000 square feet and 300 feet tall.

Commissioner Kirby: But what I'm saying to you, and with all due respect sir, is this. The Constitution of the United States of America, and the laws that deal with land purchase, that is land ownership, already exempts it, in my opinion, or it ought to. It ought to be if it's my property, I ought to be able to use it within the confines of the legal purpose within the Constitution of the United States that I have it for. There will be a number of others, I can think of four or five other situations where we'll be coming right back saying, well, there's a negative use on your property, and we'll have to exempt this and exempt that. All of a sudden you don't really own the land when you buy it. Really, somebody else owns it, and they tell you how. Anyway, it seems to create bureaucracy that should not be there, in my opinion.

Larry Sutton: Also, the point you made, Commissioner Kirby, about one's garden. That to me should be understood. That I have a right to use my land the way I choose to do as long as I'm not breaking any ordinance or any law, and I don't see a point in having a zoning ordinance that addresses what is not even a problem or an issue until there's a problem or an issue. Maybe then the Planning Board can come into the picture discuss and decide on how to handle that concern. I am of the opinion that it should be presumed to be okay until I break the law. That's my opinion on that.

Chairman Lockamy closed the hearing and entertained motions. Commissioner Strickland stated that it had been unanimously approved the Planning Board after careful consideration; they had thought about it, and it was their opinion it should be adopted. Commissioner Strickland moved that the request to amend Section 9.3 be approved, and Chairman Lockamy seconded the motion. Chairman Lockamy stated that he was like Commissioner Strickland. He stated that if the Planning Board sees there's a need for it, and the County had committees and citizens that service on the Planning Board seeing that they have a need for it, I could go along with it. Commissioner Kirby stated that the commissioners were not a rubber stamp of the Planning Board; they were independent and had their own obligations. He stated that he wasn't elected to come and do just because the Planning Board said to do it. Chairman Lockamy stated that the County Attorney had spoken and it was not bothering anything. He stated they were trying to solve a problem, to alleviate it to

begin with, and he did not see a problem with it and did not think it would create a problem. There being no other comments, Commissioners Strickland and Lockamy voted yea, and Commissioners Kirby and Parker voted nay; therefore, no action was taken on the request. Ms. Starling suggested talking to the Planning Department to ensure the ordinance has clarity as to whether if certain requests/users are allowed if they are not specifically prohibited.

ZA-3-13-3 Chairman Lockamy opened the public hearing and called upon Planner Lyle Moore who reviewed the request to amend Section 4.4 of the Sampson County Zoning Ordinance with regard to the Relationship of Buildings to a Lot. No comments were offered from the floor. Upon a motion made by Commissioner Kirby and seconded by Commissioner Parker, the Board voted unanimously to approve ZA-3-13-3, amending Section 4.4 of the Sampson County Zoning Ordinance with regard to the Relationship of Buildings to a Lot, as recommended by the Planning Board.

ZA-3-13-4 Chairman Lockamy opened the public hearing and called upon Planner Lyle Moore who reviewed the request to amend Section 4.13 of the Sampson County Zoning Ordinance with regard to the location of Accessory Structures/Buildings. No comments were offered, and the hearing was closed. Upon a motion made by Commissioner Strickland and seconded by Commissioner Kirby, the Board voted unanimously to approve ZA-3-13-4, amending Section 4.13 of the Sampson County Zoning Ordinance with regard to Accessory Structures/Buildings, as recommended by the Planning Board.

RZ-5-13-1 Chairman Lockamy opened the public hearing and called upon Planner Lyle Moore who reviewed the request from Prestage Farms to rezone approximately 26.45 acres located at 925 Wallace Highway from RA-Residential Agricultural to I-Industrial. Mr. Moore reported that this was unanimously recommended by the planning board, noted the facts with regards to this property, and reported that notification had been made to surrounding property owners with no response. Commissioner Kirby asked if there were any time restraints with respect to getting the property zoned, since the Board had not previously seen the walked-on material. Mr. Moore stated that he could not speak to the sensitivity of the time, but he could tell the Board that Prestage Farms had come into his office and explained that they had existing grain bins on the industrial tract and they wished to build more to the east, which would have crossed the zoning boundary. Mr. Moore explained that Prestage owned both tracts, and there was more than adequate setback on the property. There being no further comments, the hearing was closed. Commissioner Kirby asked for clarification that Prestage Farms already had their existing property zoned RA, and Mr. Moore stated that the existing property was RA, but the property they owned the west was already zoned Industrial. They wanted to get it all zoned Industrial in order to put grain bins on the property. Upon a motion made by Commissioner Strickland and seconded by Commissioner Parker, the board voted unanimously to approve rezoning

request RZ-5-13-1 as presented including the presented findings of fact and 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-5-13-1 is consistent with the goals and objectives of the Sampson County Land Use Plan and other long range planning documents due to the fact this property is located along a major thoroughfare where commercial development is encouraged.*

Item No. 2: Action Items

Appointment of Tax Administrator for Four-Year Term Assistant County Manager Susan Holder explained that Tax Administrator Jim Johnson was originally appointed for a two-year term, under the provisions of NCGS 105-294; however, now that Mr. Johnson had met the requirements of the statute, he was eligible for reappointment to a four-year term. Upon a motion made by Commissioner Kirby and seconded by Commissioner Parker, the Board voted unanimously to appoint Mr. Johnson for a four year term. Ms. Holder (as Clerk to the Board) administered the Oath of Office to Mr. Johnson. (Copy filed in Inc. Minute Book _____, Page _____.)

Consideration of Award of Bid for Medicaid Transportation DSS Director Sarah Bradshaw reported that the current contract for Medicaid Transportation with Enroute Transportation ends as of June 30, 2013, and the County had recently completed the bid process to obtain bids for the service. Ms. Bradshaw reported that two bids were received, from Enroute and Van-Go Transportation. She stated that DSS was currently recommending a contract with Enroute effective July 1, 2013, and that they were anticipating that they might have the possibility of contracting with Van-Go, once they were in operation and if they met all related pre-contract requirements. She stated that Enroute was a trained provider with 16 years experience in the County, and Van-Go was currently not, to their understanding, operating any transportation services, but were working toward setting up operations. She reported that the State and federal government were closely auditing local MA Transportation programs and noted that the Department had received their first audit final letter which referenced that future audit non-compliance issues as being subject to county chargebacks. Due to the recent closer scrutiny of the program, she stated, Enroute and DSS had worked together to implement new requirements, and staff reported a good working relationship. Ms. Bradshaw cautioned that due to this transportation involving medical services for recipients, continuity of federal and State compliant services was extremely important. To illustrate the volume of services, Mr. Bradshaw explained that the Department currently averages 125-150 calls per day as requests for transportation and approximately 1,150 trips per month were scheduled. She explained that staff was required by law to assess each request, to determine if person is eligible and has a qualifying medical need/ appointment and seek least expensive means for the transportation, which may include family, friends, neighbors, etc.; not all referrals go to

Enroute. She explained that the Department must follow the State contract process. She noted that counties may have multiple contracts for MA Transportation Services. It has just been the case, she noted, that Enroute had basically been the only responsible bidder to date for the level of services provided. She stated that in order to recommend a State contract for the services, the Department must first assess the providers and determine if they were compliant with all rules and regulations for their vehicles (insurance coverage, adequate fleet size, etc.) and employees (criminal background checks, drug-testing, etc.) as well as education and training. In summary, she stated that in considering the two bidders, Enroute was the only company currently in operation and compliant; however any other companies with an established business and meeting all requirements could be considered in the future for contracting. She stated that DSS was recommending the contract provided with Enroute Transportation at a rate of \$2.55 per mile, plus applicable fuel surcharge. She acknowledged that Van-Go's bid was \$1.65 without a fuel surcharge. Ms. Bradshaw stated that though she did not have actual rates from other counties, she had talked with a member of the State's Medicaid Transportation workgroup and learned that rates vary widely across the state. For Sampson County, she noted, the current rate of \$2.15 and the proposed rate of \$2.55 was likely one of the higher rates due to a our land mass, rural nature, lack of transportation options, a high number of Medicaid recipients (almost 17,000 monthly), and thus transportation requests and the distance from the County to certain medical providers. Ms. Bradshaw stated that they were anticipating that Van-Go Transportation would be establishing their business soon, and if that happened, the Department may have the opportunity to return to the Board with an additional contract proposal. She stated that she believed it to be premature to bring forth a contract proposal for Van-Go as their business would need to be established and operating with transportation services to the point that DSS could complete the inspection process prior to July 1. She reiterated that if they or any other company can come forward with a proposal to provide transportation services, that DSS was obligated to look at that proposal and to work with established transportation providers in County to determine the least expensive means for transportation.

In addition to other companies which may come forward, Ms. Bradshaw stated that they were anticipating bringing the Board other MA Transportation contracts with some of the County's Adult Care Home facilities. As of January 1, 2013, such facilities cannot get Medicaid reimbursement for transporting their own residents to medical appointments without going through DSS and the assessment process.

Ms. Bradshaw concluded by stating that no matter how many individuals and/or companies are authorized to provide MA Transportation services for Sampson County, DSS would consider each daily request for transportation and would either refer to or authorize the least expensive provider. Their mission is to provide the required service via the highest quality and most cost-efficient means, remaining

vigilant of the proper use of County funds and consistently working to eliminate potential County chargebacks/penalties.

The Board and staff discussed the recommendation, with comments as follows:

Commissioner Parker: You said that Enroute had proposed \$2.55 to Van-Go's \$1.65 with a surcharge if gas goes up. Do you know what extra that would be added onto that \$2.55?

Ms. Bradshaw/Hurmean Beach: Currently, 7 cents. In the contract and the bid proposal which proposes to do the same thing as the current contract calls for, the monthly gas prices are tracked and monitored and the amount goes up 1 cent for every 5 cents gas is over \$2.95/gallon.

Commissioner Kirby: You were speaking as if you have information about Van-Go. Tell me what you know about Van-Go.

Ms. Bradshaw: I didn't know about Van-Go at all as a business until they placed a bid for these services. Then I contacted Van-Go, as well as Enroute, in considering the bid.
Commissioner Kirby: Do you have any understanding of Van-Go's financial position? Have you looked at any financial statements, any profit and loss statements or anything about the solvency of that business?

Ms. Bradshaw: They are non-existent right now. They have filed their Articles of Incorporation in March with the Secretary of State's office for Van-Go Transportation Services, Inc. They're not in operation with transportation services. I've talked to an owner and an employee there. They are hoping to get established as a transportation service, and they are specifically interested in non-emergency Medicaid transportation.

Commissioner Kirby: So where you are saying they are non-existent, that's not really true. They are a North Carolina corporation, in good standing, correct?

Ms. Bradshaw: My understanding.

Commissioner Kirby: As far as you know, you have no idea as to their financial capitalization, what position they're in, say for example to buy 1,000 vehicles. You don't know if tomorrow they could buy 1,500 vehicles. You have no idea about that, right?

Ms. Bradshaw: No. I mostly looked at the proposal. That's what I am supposed to do; look at the proposal and ask some questions. The \$1.65 rate was proposed with them seeking, I think, 10 vehicles - you have the tabulations; I don't have the copy before me - and a number of drivers and employees that would be well under what is currently needed to meet the Medicaid transportation service demands in Sampson County. I've

talked with the company, and Mr. Osman thanked me for some of the information that he learned through the conversation and asked if they could come sometime and just sit and talk about the Medicaid transportation program. Of course, I said certainly. Again, it is my understanding that they are working toward - I believe they are already advertising - a transportation service being established and provided in Sampson County, even with a location possibly in Sampson. The month of June, there's not enough time to establish the business, get people employed, get all that needs to be done, and then afford the time for the agency to turn around and go in and inspect and make sure and determine that everything is okay for us to propose a contract. And then we'd have to turn around and come back to you with a proposal of contract. Again, these are medical services; people cannot have a break in the transportation services that we're providing.

Commissioner Kirby: What are you relying on to come up with that conclusion you just made? That there would not be enough time, and they couldn't do it. What are you relying on?

Ms. Bradshaw: My personal knowledge of what it takes.

Commissioner Kirby: What it takes is just to have a van to go pick somebody up. Is that pretty much true?

Ms. Bradshaw: No, it's not that simple. It is a very complex program and service, and there are lots and lots of requirements. They are all in that material before you. There is a lot to consider. If you are looking at the type of contract with the volume of work, of services, to be provided with one company. I hope that some of what I said is not getting lost though. We can have multiple contracts. If the company is up and established and has everything, we could probably within a month or two, who knows. We could conceivably come to you with a proposed contract with that company and any others. I know as a DSS Director in the State that there is a lot more knowledge out there throughout the State, other businesses and folks about the Medicaid transportation program. It's gotten more attention by the federal government, State government, a lot more media coverage, and all kinds of things, and so a lot more people are in tune to this as a possible service that a business may want to provide. Counties across the state have multiple contracts; some don't have but one, and most are with their county transportation service. There's just all different kinds of models out there. We here, as I said earlier, authorize a lot of Medicaid transportation to be provided by neighbors, relatives, friends, folks that have the ability to take the recipients to a medical appointment at a cheaper rate than the contract rate. That is our requirement.

Commissioner Parker: Aren't we are talking about transportation between Van-Go and Enroute, I know that there are responsibilities, requirements that you must meet also

that you must meet to get with them and tell them what the requirements are. What was the lowest bid?

Ms. Bradshaw: \$1.65 per mile.

Commissioner Parker: What is the bidding process? How does that work? Does that work where you sit down with your people and determine who is experienced and get the nod of the bid for that transportation contract? Because they're the ones that fill out the contract. We're talking about transportation, now, we are not talking about models of other counties or companies. We're talking about Sampson County and they filled out a contract, a bid for that contract. I'm under the impression that experience in your favor, you take experience to be real serious. With the rest of the past contractors, did they have any experience before they bid for the contract.

Ms. Bradshaw: I was not the Director nor in a position to know sixteen years ago.

Commissioner Parker: I'm asking the question because there are certain things that you are responsible for also under these contracts, and that is to get with these different contractor and let them know what the requirements are for that contract. Have you done that with the other company?

Ms. Bradshaw: We work together with the County Office, David Clack and his section, who handles the bid process. We provide a bid packet to the County; they handle the bid process. I am not the person who has been trained and closely handles all contracts and bidding. The County administrative staff do.

Commissioner Parker: But you make the recommendations, am I correct?

Ms. Bradshaw: Once we receive bids, then the County looks to me to look at them and consider everything, and that's all I've done. I've considered the bids. I've considered the fact that we have a company that's established with 16 years of experience and then a company who's not established yet. We could contract with both. I'm proposing tonight a contract with one who is ready, set, go and the other, who may be ready, set, go soon. That one, I'm not proposing a contract for, yet. I'm saying that there is a potential we may get there, soon.

Commissioner Parker: In the bidding process, I'm confused about that. We have a guideline that we go by for the bidding. Normally the low bid is the one that would be considered.

Ms. Bradshaw: The lowest responsible bid.

Commissioner Parker: We don't know anything about responsible because we haven't gotten into the company; we don't know about the company. That's why I say the research hasn't been done to find out what their capabilities are. Now they fill out the bid for the contract. Anyone that would fill out that bid for the contract. And we take it under the impression that they are capable of doing that service. Do you understand where I'm coming from?

Ms. Bradshaw: Just because they place a bid? Can you help me understand? You said if they place a bid you take for granted they are capable of doing that service?

Commissioner Parker: If they submit the bid, they can produce the services for that bid.

Ms. Bradshaw. We are talking about timing. This comes down to timing, I believe, for the most part. It's just my prudent judgment that in three weeks, you cannot, I know what is all involved in purchasing vehicles, employing people, going through all the background checking, doing all of that, getting all the insurance, getting everything going, the location locally, and then our process. It would take us at least a week to go in and inspect everything and then turn around and a draft a proposed contract and bring to you.

Commissioner Kirby: So your conclusion of irresponsibility is based on ... are you using a legal term? Because the statute I think reads something like, the lowest responsible bidder, taking into consideration time of the project, the experience and other things involved. My question is when you start talking about, you making the statement openly, that you do not think Van-Go is responsible. Is that correct?

Ms. Bradshaw: That's not exactly the way I would put it.

Commissioner Kirby: Then how would you put it?

Ms. Bradshaw: As I just mentioned, I don't think that there is time for that company or that they have had that time or prepared with an established business, established service, established manpower, vehicles and equipment and everything, nor indicated that they have proposed to purchase or hire adequate numbers of vehicles or staff or that sort of thing to be ready July 1. If continued work by the company, Van-Go or anyone else, reveals that the company or other companies can get set up enough to adequately provide these services, and yes if we are comfortable with moving forward, we can come back with a proposed contract. We can have multiple contracts.

Commissioner Kirby: Make sure I'm clear about this. You're basically saying, based upon your years of experience, they're not responsible now. Is that what you are saying?

Ms. Bradshaw: That is not the way I would say it. We are talking about the bids. When we talk about responsible bids, and I can defer to Ms. Holder or Mr. Clack for assistance with this, my understanding the bid is what we are talking about, not the company, in terms of whether it is a responsible bid or not.

Chairman Lockamy: Do we have to put it out for bid? Is it required by law?

Ms. Bradshaw: Yes, when you are going to pay over \$25,000 for services like this to an entity, and you are going to negotiate a rate, then yes. And it's the State contract form.

Chairman Lockamy: So we did that the right way. Have you had any compliance, no compliance issues with the company that's doing it now? County chargeback or anything with Enroute?

Ms. Bradshaw: No chargebacks, and no compliance issues at this time.

Chairman Lockamy: How many employees do you think he would have?

Ms. Bradshaw: The company, that it would take? At least what they have now, and my understanding would be that they would need to increase their staff. The company president has acknowledged such as well. Because our Medicaid population is going to continue to grow, with the Affordable Care Act being implemented soon, just individuals who think they may be eligible for Medicaid are going to come out. The State is having us look at the woodwork effect of what's coming down the pipeline of Affordable Care Act changes. So, we're going to increase our number of Medicaid eligibles over time, over the time of this next contract period and therefore our requests are going to come in more for Medicaid transportation assistance. So, any provider of the service has to meet those demands with increasing their fleet size, increasing their staff, those sorts of things.

Chairman Lockamy: So you are saying in your professional opinion, the length of time, the shortness of time, you don't think they would have the opportunity to ... they've not been doing this before.

Ms. Bradshaw: There's not vehicles, staff in place. The business is not established. That's what I just determined in the conversation. It wasn't quite clear to me in their cover memo that they provided the packet that they submitted. I was seeing that they were saying that they were serving folks now. That was their service provided with a different business, a home health business. But, they have acknowledged to me that they do not have vehicles and staff and all in place, now.

Commissioner Kirby: I am still on the issue of what the law is, requires, and the lawyer here can get into, but if you're saying that you do not think that they are irresponsible.

The law basically says that the award goes to the lowest responsible bidder. If you are saying that they are responsible, then the law mandates that they get it. If you're saying that they are not responsible, I want to hear you say it. Are you saying that they are irresponsible, not responsive?

Ms. Bradshaw: With all due respect, I think I have answered that question twice. I am not prepared to say it that way; that is not the way I would understand it to be. I am not a lawyer, though, you know that. You are, Ms. Chancy is, Ms. Holder is more experienced with this, and Mr. Clack with bidding and contracting, and RFP, and all those processes. At this point, I would really respectfully need to turn some of these questions back to the folks who are better and the experts on the matter rather than me sit and try to answer your question. I would want to answer your questions correctly.

Commissioner Kirby: I didn't ask you as the legal term. I am asking basically from what you were thinking when you said they should not get it. When you said that Enroute should get it. Because there was a time when Enroute didn't have any experience. You go back sixteen years. There was a point in time when they didn't do anything at all. Somebody awarded them a contract. So, my question is, I'm trying to get to your thinking in wanting to award it to Enroute as opposed to Van-Go. Are you saying that in your mind, you felt like they were just not responsible.

Ms. Bradshaw: Going back to Enroute's beginnings, I was employed at the agency, but I was not in any kind of administrator capacity. But what I know is, that there possibly was, and I'm trying to speak without looking back in the history books and the actual information, so I might misspeak. If a bid was placed at an amount, and at a time frame ahead of time for the transportation services to be begun, at an amount where, and with time permitting that they could staff up, get the business operating and going and be ready, set, go, I would assume it would have been a July 1 date whatever year that was. Then, I'm sure that the administrators before me and the County and the commissioners who voted on it at the time felt that that was a responsible bid. They might have been the only bidder. I do know that there have not been any other bidders in the history, really, over the past 16 years, other than Enroute. Where we are at is at a junction where if everyone is following me on this, the federal and State government are closely scrutinizing this, the policies and the procedures, and the requirements, and they are training and are doing all kinds of things with those entities that they supervise like county Departments of Social Services. What they are drilling into us and auditing us on are things like are we contracting when we need to, are we doing multiple contracts, are we looking at various possible providers of Medicaid transportation providers each and every month, and are we authorizing Medicaid transportation services making a referral for the least expensive means. In doing so, those services that are provided have to be what meet the quality standards that the federal and State government sets forth. Can't have excessive wait times; therefore the provider has to have adequate fleet so that they can go all over this County and anywhere out of this

County and make multiple trips if need be to Chapel Hill or whatever so that there are not excessive wait times for the clients. There's just so much policy and so many regulations that are set forth, and we're in the capacity of having to manage those contracts and having to make sure that providers of all service meet whatever applicable federal and State guidelines that are out there. That's basically it. We sit in a position of having to monitor.

Commissioner Parker: Do we have anyone here representing Van-Go tonight?

Chairman Lockamy: We may have. I can see exactly what you are talking about. We've got a company here, Enroute, that's been established 16 years with no complaints, no chargebacks, probably hires 15- 20 people in the County I would think, maybe some out of the County. It provides jobs for our County and community. In a direct proportion, his vehicles has got to be serviced by mechanics; he probably has his own staff of mechanics, but others too. Buys tires, services from Sampson County, and then we let someone come it who's not established, we don't think, yet, and do this. And do away with his 15-20 employees, I don't know how many he has. I'm hearing that we don't feel comfortable, even though that it is the lowest bid, that they can provide the service.

Ms. Bradshaw: Effective July 1, that's all I'm saying.

Chairman Lockamy: I'm hearing that these people, Van-Go, is trying to get started. I welcome them to the business world. And, by doing so if they show that they can, have multiple contracts. I see that. We've got a commitment to serve the citizens of our County from Mingo, to Mintz, to Ivanhoe. Large county. I see these people go by my house, every morning before 7:30 - 8:00 o'clock. I know some of the drivers that they've got. It's jobs to them. Your recommendation is saying that you don't feel comfortable. I can see that. I think there's representatives of Van-Go, and Commissioner Parker has asked to ask some questions to them.

Commissioner Kirby: There's no likelihood that there would be any jobs lost at all. There's no contracts with the existing employees of Enroute that wouldn't prevent Van-Go from hiring every one of them. All 18 of those drivers could be hired to work for Van-Go, and I'm sure that Van-Go could take every one of them and have experienced drivers. It's just a framework that we're dealing with, because the corporation, Mr. Moore, he's not driving for everybody. All the other folks are driving. They work for a price. I'm sure that, in response to what the Chairman is saying, they've got to drive the cars, so they could hire every single one of them. No job would be lost. But, I do want to ask you this question: what would you say to somebody, Ms. Bradshaw, who would have concerns about your relationship to Mr. Moore. In your position, advocating for Enroute, being that your relationship with Mr. Moore personally.

Ms. Bradshaw: What do you feel that relationship is?

Commissioner Kirby: Isn't it true that Mr. Moore is the father of your nephew?

Ms. Bradshaw: Yes, and has been divorced from my sister for years.

Commissioner Kirby: But he's the father of your nephew, correct?

Chairman Lockamy: I don't think that has anything to do with that.

Commissioner Kirby: I was asking what would somebody think. I think it does.

Ms. Bradshaw: Have you had a concern raised?

Chairman Lockamy requested that the County Attorney speak to the effect it would have on the issue.

Ms. Starling: It is not termed as a conflict of interest, in the federal or the State regulations.

Commissioner Kirby: Yes there is. I'm speaking in terms, with all due respect Mr. Chairman, to what would a citizen say. I'm humbly saying this, plaintively, about the appearance of impropriety. You're advocating, and have been advocating for the last hour and a half, for your nephew's father.

Chairman Lockamy: That's irrelevant to this thing. I don't go along with that.

Ms. Bradshaw: I did not have any say so in Enroute's beginning with our agency with these services. They've been established, well established, well before I became Director. I have family members receiving services at my agency. We handle many, many types of programs and services in our agency. Yes, I am the Director, and yes I have responsibilities, but you also need for me to use the best judgment and put the best conflict of interest policies in place and enforce them for myself and my staff, and I stand here before you and tell you that I do that.

Commissioner Kirby: I'm just talking about the appearance of impropriety, Ms. Bradshaw. I'm talking about the appearance that for some reason, because of your relationship. I'm saying hypothetically, what if three weeks from now, two weeks from now, your nephew comes up and says thank you Aunt Sarah for helping my daddy get the contract.

Chairman Lockamy: I don't want to hear that.

Commissioner Strickland: That is almost out of order.

Chairman Lockamy: I've heard all I want to hear out of this. We have an attorney who said it didn't make any difference. If you keeping harping on our employee, I'm going to take a recess.

Commissioner Parker suggested that the Board hear from Van-Go, and Assistant County Manager Susan Holder recommended the Board vote to allow comments on the issue to be consistent with how the Board had handled allowing non-hearing comments in the past.

Commissioner Strickland: Before you do that, I want to ask. Can you reassure me you used all techniques of objectivity in the selection process.

Ms. Bradshaw: I absolutely did, and I can assure you that if both bidders, well if Van-Go was, like Enroute, had the time to and was already established or can be established by July 1, we could be standing here with a proposal to contract with both. I'm just saying time is preventing us from doing that with Van-Go or me to propose that. I just do not believe that would be proper for me. I don't believe that you should find that it would be proper for me to come here with a proposal for a company to do this level of service July 1 that's not ready and my in judgment, and the Department's judgment, not able to be ready. This is all because of the volume of federal requirements and state requirements related to this huge program. It's not a small service. One hundred and fifty calls a day, thousands of trips a month.

Upon a motion made by Commissioner Strickland, and seconded by Chairman Lockamy, the Board voted unanimously to allow a representative of Van-Go to speak and for the Board to ask questions.

Commissioner Parker (directing question to Van-Go owner Assam Osman): How long has your company been in business?

Dr. Osman: If you don't mind, I want to answer like for questions she mentioned, Ms. Bradshaw. First of all, before I start the bid, I did a course of community transportation myself, and I met all the requirements for all of the drivers. The second, we already have a vehicle, and I mention that in my bid for her, and I told her the brand name of the vehicle that I already have for this bid. I told her in three weeks to allow her, one week to make the inspection. Our office in Dunn, Van-Go partner with my other home healthcare agency, and I mentioned right here that my insurance for the vehicle what we have including the coverage and everything. Already I mention for her I have four more vehicles the same in order to be ADA accessible and everything with seven passenger. I mentioned that in my bid, and on the bid I can provide you with the insurance, Geico, with the coverage of that vehicle I have. If we are awarded this bid I already have five vans with Dodge in Raleigh, and we can have five more with EMS

and four more with Mercedes. And, all what they right now in this company if you look last year contract you will find they used to have fourteen vehicles, and fourteen vehicles in one week I can have it ready, fourteen vehicles. About the drivers, we have twenty applications and resumes from drivers from Sampson County, and we decided to open office in Sampson County, in Clinton, to provide that services. This doesn't take us only one week. I provide all of that in my bid. With all of the calculations, I did \$1.65. Most counties in North Carolina provide the same service for \$1.65 or \$1.70 or less. There is big difference between the two bids, \$800,000, for two years, and I found that a little bit too much. This why I provide that bid. I didn't find any previous experience needed in the bid. I didn't find I need to have fifteen years previous experience. We are new in transportation, but we are not new in healthcare, and we studied all of the information needed for transportation and put it on policies and procedures, and she can review it. Now, we have twenty drivers application from Sampson County ready to be hired. Right her, the Department of Human Resources and Marketing, she can hire all of them tomorrow. Already we have 65 employees with our home healthcare agency, and we are serving Sampson County too. So, I don't have any problem. We are established company; we are existing company. Regardless if we did the Articles of Incorporation in March. But, there's nothing showing me on this bid that telling me I do have to have previous experience. Right here, I didn't find anything. Otherwise, I don't apply for it.

Commissioner Parker: You said that you can hire and that you have applications on, in Sampson County?

Dr. Osman: I have applications right here, and when we put the ad, we put it we will make coverage on Sampson County. This is how we putted the ad. We didn't say in Harnett County; we said in Sampson County, and we still have the newspaper showing that, and we'll receive resumes for the statures. We have resumes for the drivers, and we are ready to install the GPS in the vehicles. It doesn't take for us a long time. And, I can provide for you the information about vehicles if you are interesting on it - Mercedes Sprinter 2013. I purchase it only for this bid.

Commissioner Kirby: Have you ever in your experience, in your other operation, have you ever breached a contract or not fulfilled an agreement?

Dr. Osman: You can look at my credit history. It's very easy. Originally I am a doctor, a physician. I'm providing home healthcare. If you see my estimate, you will see I didn't put lots of of profits - eight cents profit per mile. I tried to calculate normally, based on the last year bid and this year bid. If you look at the bid for last year, you will see the number of clients, like four thousand some. This year the number of clients is fifteen hundred. So, you can't calculate the estimate to estimate fourteen vehicles or nineteen vehicles. Ms. Bradshaw, she helped me a lot when she called me asking me why didn't you calculate 100,000 miles no show. I didn't know about it. When I look at the last year, the last time bid, I don't know Enroute, but I just found a bit like equal opportunity for

everybody. I have a group of people right here in Dunn and in Sampson County, and I put the bid. I didn't find I need transportation experience for fifteen years. I didn't know if Medicaid Transportation I can't transport three people in the same vehicle, and this why I'm telling you I didn't purchase the rest of the vehicles . Why, because I got that information, and it was helpful for me from Ms. Bradshaw. Most of the time I get to transport only one person at a time, and vehicles what I purchased and what I ordered, it fits eleven passengers without wheelchair and three wheelchair passengers and four non-wheelchair. It's seven passenger, and it's mentioned on my bid. I said everything in details, and I said I have no previous experience, but I did a training for transportation, for community transportation. I'm really clear with Medicaid related information. I did a certification in Medicaid, as a Medicaid provider and in transportation.

Chairman Lockamy: Are you in the business, are you a home provider?

Dr. Osman: Yes sir.

Ms. Bradshaw: I just wanted in summary again make sure that everyone understands we're not as an agency passing judgment on the future operations of potential businesses out there to do Medicaid transportation. We're talking about using prudent judgment right now, professional opinion about what is doable with the full knowledge that we have at the department of what is required before a business can take on the contracted services that we're talking about here tonight. I was just looking through the Medicaid Transportation Policy, which was all included in the bid package, it always is, and we stand, and always are, ready to answer any questions anyone has about anything in there. But, there are lots and lots of different procedures, policies, requirements that I haven't even mentioned tonight in this presentation that are required that we would have to go and of the provider before they start the service. We would have to go in and make sure to inspect all those things. There has to be full understanding and training on the policy and procedures for Medicaid transportation services. There has to be no show policies. There has to be, you know, all kinds of things, working with the limited English proficiency folks; you have to have interpreter services available. I mean, there's just a list of different requirements, and they're all in this State contract form that we put before you tonight, right now as a proposal with Enroute. What I guess I did want to clarify again is we're not saying that as an agency that we don't foresee coming to you again soon, at your additional meetings to come, with additional contracts. We are required as an agency to have multiple contracts actually, if others come forward to compete for the business and come to us with proposals. We would be working on that, getting that together, and coming forward before you with a request just like I'm doing tonight for Enroute. If it would come to fruition for Van-Go, I would be standing here before you with that. If it comes to fruition with the adult care home facilities, right now we've just got two of them talking to us. If they come to us with some rates, and that sort of thing, we're gonna, and we get to the point where we can propose a contract with those facilities, we'll be coming to

you with a proposed State contract with each one of those adult home care facilities. If you approve those contracts, they're sent off, and those entities can get Medicaid reimbursement rather than what they are doing right now in transporting without Medicaid reimbursement. I guess what I'm saying is, we're here tonight just because it's June 3rd, your regular meeting and the month before the current contract ends. There cannot be a break in service, these medical-related services for our citizens. We must as an agency make sure that all requirements be met by whoever is providing the service, and we're prepared tonight only to come to you with a recommendation, a request for a contract with Enroute. But that does not need to be interpreted as we won't be back, because we very possibly will be soon with other proposed contracts for additional folks. The State and federal, the federal government actually looks for counties to have a variety of providers for this service now, and that's basically it.

Chairman Lockamy: I agree that Van-Go has put in a very reasonable bid, but myself, personally, I don't feel comfortable for turning someone loose with our citizens of Sampson County who have had the service with no complaints, even though the bid is higher as someone at this point in time don't have any transportation experience at all. I know they're into home health. That's a different field than transportation. That's my opinion. I feel like that with some experience in a few months or a year, competition is coming. If Mr. Moore and all that's in the future, and they prove themselves where it be Van-Go or another organization, transportation want to submit a bid, I don't have any problem with it. I just don't feel comfortable honestly hiring someone that has never been in the transportation business at this point in time, putting our citizens through that and our staff through that. That's my opinion.

Commissioner Parker: I believe in fairness. I believe in being honest about things. Lots of times, it's not all about feelings. It's about doing the right thing. We have this system of bidding, and the way this system is, the lowest bidder are the ones that are supposed to get the contract. Not that saying Enroute hasn't done a good job, but I'm saying that because this shows a likeness on this board. We've got to do the right thing. We've got to be fair. We've got to be impartial. Now, I know we've got experience. We've got a company that's never had the transportation experience. How are they going to get it until they get involved in this situation. I just want to be fair about the matter. That's all I'm trying to say is to be fair and be honest about it. If not, we are undermining the whole bidding system. What do we need it for?

Chairman Lockamy: I honor your opinion, and I hope you do mine too. The cheapest man ain't always the best. I can go out there and bid on insurance and just because mine's cheaper, sometimes I don't get it because this guy, he's got ten years more experience. I see it every day, and it hurts my feelings sometimes too, but I go on. That's just my opinion of it. I just hate to put our citizens through this at this point in time. I feel like in the future after they get established, there'll definitely be competition coming. I don't want confusion with anything.

Commissioner Strickland: I think first that the needs of the citizens is what comes first, and in particular the part of our society, the citizens of Sampson County, the Medicaid recipients. Perhaps they in some cases do not have lots of other alternatives that they can turn to. Their main source of transportation is the transportation system. That's what they must rely on; that's what they do rely on, that or alternative methods that have been mentioned. I think the Department has been very objective. I think from what I've seen, have been very respectful of all concerned. I think they have a thorough understanding of the needs and what is needed. That's how I'm going to base my decision - their understanding of the need that they have and how they can best be met.

Commissioner Kirby: We've heard a quote that has been I suppose given to Benjamin Franklin; I don't think he really said it: a penny saved is a penny earned. That quote today is more important than any other time in our nation's history. We have become a nation of reckless, wasteful spending. You can't debate that. Wasteful spending is the slow undoing of America, and unfortunately, in my humble opinion, of Sampson County. And to satisfy the spending, we always try to justify it, and you put all these different associations with, explanations for, nothing that's plausible. There's always an explanation. No experience, but neglecting the fact that it is wasteful spending. But to satisfy it, what we do is increase the taxes of our citizens, and that is what we've done. Since 2001, we've increased the taxes of the citizens of Sampson County all but for two years. In 2001, it was increased. 2002, there was a tax increase. 2003, there's a tax increase. 2004, a tax increase. However, there was a revaluation year, so we don't know about that. It wasn't a revenue neutral rate, but it was a tax increase because spending didn't stop. 2005, there's a tax increase. 2006, there's a tax increase. 2007, there was a tax increase. 2008, there wasn't; it was 81 cents. 2009, it was an increase. 2010, it didn't increase. The point I'm making is nearly every year that we've had, for the last ten years, we've increased taxes. That increase is done to take care of spending. So, instead of following Benjamin Franklin's, or whoever it was who said that, Sampson County hasn't been saving things and cutting it. We've been spending and raising taxes to cover it. It's a slow process, and when it's slow, you don't think about it. That's what happens. This is an example of how it happens. With all due respect, this is an example of wasteful spending. You had an individual who had a contract, and he was charging the County \$2.15/mile. Another guy, who wants to do it for \$1.65. The guy who was doing it for \$2.15, he ups it to \$2.55. And the guy's at \$1.65, and you're going to give it to the guy who wants to do it for \$2.55. Two people placed bids in this - one \$2.55, and one \$1.65. It is irresponsible to give it to the one that's higher. It's just irresponsible. And there are public bid statutes. There are bid laws that deal with this issue. We're required to bid it because it's taxpayers' money. The bid statute was created. It was made for this purpose, and that is to protect the public coffer. That's why that law came into effect. Before the bid laws, you didn't have to worry about the lowest responsible bidder. You didn't have to worry about it at all. You'd just give it to whomever you wanted to. But, they passed these rules to say, wait a minute government, when you're dealing with

taxpayers' money we want you to be responsible with it. And the lowest individual, you give it to that person. That is why I cannot support giving it to an individual that's higher. It's irresponsible.

Chairman Lockamy: Tax increase. I wasn't in it a few years ago, but I think we built some nice schools, and I think we got the DSS buildings, and we got offices, and that tax just won't spending used throwing it away. How much is this going to cost the County, the bids?

Sarah Bradshaw: There's no County expense in this. It's State.

Commissioner Kirby: Let me respond to that , Mr. Chairman, unless you want to shut me up.

Chairman Lockamy: I wasn't trying to shut you up. What do you mean shut you up? I can shut you up if you want me to shut you up.

Commissioner Kirby: With all due respect, Mr. Chairman

Chairman Lockamy: You just mind, Mr. Chairman, whoever you are talking to, and I'll respect your opinion. But, I'm not trying to shut you up.

Commissioner Parker: Let's keep this professional.

Ms. Bradshaw: The purpose of me, once I got the bids from both bidders, of calling both, was to ask similar questions of both. I knew what Enroute had considered. They're established with us; they understand they program. I know what they consider. With Van-Go, I asked a few questions to see if I could gauge what they took into consideration already so I could know what hadn't been considered, and I think that's what Mr. Osman was referring to earlier when he mentioned. I just chose one thing to start with and asked who did you take into consideration the no shows that were referenced in the policy that they had gotten in their bid packet and what to do about the deadhead miles, basically, which we know are right many miles. And, with such a low rate, I was just curious as to how as a business they had considered those things. Mr. Osman said he didn't know anything about that and thanked me for some of the information. I had to be responsible in my position taking that kind of feedback and information, and realizing that I had, we had, before us as a County a \$1.65/mile compared to \$2.55. I had to take into consideration, and what that \$1.65 represented then to me was that there was not a full scope of understanding of the volume of this work and what they requirements are. It did not seem to me that the policy had been read thoroughly, understood, questioned, anything. That's where I came in with a professional hat on to try to determine do we have a responsible bid here. That's my understanding of what I'm supposed to do. And, I'm here tonight just to present that

Enroute Transportation Services, we are comfortable with and understand that they can provide this service seamlessly effective July 1. But, I'm also saying to you that if we had another bidder who was ready, set, go and could be, experience or not experience, it doesn't matter to me at this point. If they're ready to go, I could be standing here before you with two, or three, or four contracts. It depends upon how many responsible bidders we got, right now. I'm not speaking to what the future's going to hold. I'm telling you what I anticipate from Van-Go, and that we would be back. We could even be back at your July meeting or August meeting with a contract proposal with Van-Go or any others. I'm just here now with what I have at hand and that is comfortable with a State contract proposed to you as in your packet for July 1 with Enroute and others forthcoming if everything works in that direction.

Commissioner Kirby: What I was going to say while ago, Mr. Chairman, just in response to your comments and to Ms. Bradshaw's comments that this doesn't cost Sampson County. I think it does. It's tax dollars. We can't get around that. It's taxpayers' dollars. With respect to the mentioning of schools and things of that nature, sure, I've never been against doing things what government should do. But, there's no reason why we can't have good schools and other things and not have tax increases every year. It can be done, but nobody thinks that way. They always think you're supposed to raise taxes and then support waste. That's all I'm saying.

Ms. Bradshaw: And I will tell you, I have been the Director in the agency for a number of years, and I can tell you there has not been waste on Enroute Transportation's part that we have seen as an agency. The company is very conservative in what they do. It is seen that I am coming forward in an irresponsible way, and I'm telling you that I differ in that respectfully. I feel like I am doing what I am supposed to do as a department head responsibly right now with what we have right now and it seems like we can very much so come right back.

Commissioner Kirby: I did not mean in any way to suggest in any way that Enroute was wasteful or that you were being wasteful. If we were to make the assumption that Van-Go could put somebody together in a week's time, as he said, and they were to fulfill their contract, as they said at \$1.65. You would agree, then, that it would be a savings of nearly \$300,000 per year, for two years.

Ms. Bradshaw: We would have to go, every day we take the requests that come in and we find the least expensive means. If a neighbor can do it for 28 cents a mile, we will not refer that person to Van-Go or Enroute. If we have multiple contracts, ten different companies with contracts right now, we would go to the least expensive means. That's what we are required to do, what we stand behind and what we do.

Chairman Lockamy: So what you are saying, even if we thought we may approve it for two years, it may still be that if you have another contract come up you can do the same thing.

Ms. Bradshaw: We can have multiple contracts.

Commissioner Strickland: It does not have to be July 1st, at any time the contractor presents a valid contract?

Ms. Bradshaw: Right.

Commissioner Strickland moved that the two-year contract be awarded to Enroute Transportation. The motion was seconded by Chairman Lockamy. Commissioner Kirby stated that he just couldn't do it because of the cost. Chairman Lockamy stated that he felt that they did not need to put the citizens in jeopardy and that they were used to the services they had. He noted that he saw the people riding up and down the road every morning carrying people from one end of the County to the other, and he wished the company had more experience. Commissioner Kirby stated that there was not a legal reason to deny them, that it was irresponsible not to. The motion failed upon a tie vote of Commissioners Strickland and Lockamy voting yea, and Commissioners Kirby and Parker voting nay. Commissioner Strickland then moved that Enroute be employed on an interim month-to-month basis at their existing rate until such time as the issue could be resolved (contingent on Enroute's acceptance). The motion was seconded by Chairman Lockamy, but failed upon a tie vote of Commissioners Strickland and Lockamy voting yea, and Commissioners Kirby and Parker voting nay. Commissioner Kirby moved that the bid be awarded to the lowest bidder, Van-Go on the condition that Van-Go demonstrates to the DSS Director and County that they could be ready to go within the next two weeks. The motion was seconded by Commissioner Parker, but failed upon a tie vote of Commissioners Kirby and Parker voting yea, and Commissioners Strickland and Lockamy voting nay. Given the time sensitivity to those who had bid and who would be served, the County Manager recommended that he, the attorney and staff meet with vendors to come up with a potential solution to come back to the Board, potentially early the following week.

Public Hearing - Closeout of NC Tomorrow CDBG Grant Program (11-C-2280)
Joel Strickland, Mid Carolina Council of Governments Grant Administrator, was present for the public hearing required by the Division of Community Assistance to close out the grant. Mr. Strickland recapped that the draft CEDS was presented to the Board in February and had been subsequently approved by the Association of Regional Councils and the Department of Commerce. There were no comments, so the hearing was closed. No action was required.

Public Hearing - Proposed Appropriations and Expenditures for Economic Development Activities for Project Trio Chairman Lockamy opened the hearing and called upon Economic Developer John Swope. Mr. Swope informed the Board that multiple aspects of the incentive package were not finalized and asked that they continue the hearing until their July meeting. Upon a motion made by Commissioner Kirby and seconded by Commissioner Parker, the Board voted unanimously to continue the hearing.

Mr. Swope requested that the Board schedule a separate hearing for the purpose of considering the offer of an option on the property proposed for the industrial project to allow the prospect to expedite their financing and do due diligence on the property. Upon a motion made by Commissioner Kirby and seconded by Commissioner Parker, the Board voted unanimously to schedule a public hearing on June 17, 2013 at 7:00 p.m.

Mr. Swope also offered to bring additional information as available regarding the option to the Board in Closed Session between the June 3 and June 17 meetings.

Appointment - Cumberland Community Action Program Board Upon a motion made by Commissioner Strickland and seconded by Commissioner Parker, the Board voted unanimously to appoint Commissioner Kirby to replace Commissioner Strickland on the Cumberland Community Action Program Board.

Commissioner Kirby suggested that the remaining appointments/reappointment be tabled until they could be reviewed with Commissioner McLamb, given that the Vice Chairman typically handles appointments. Therefore, action on the Transportation Advisory Board and JCPC Board were tabled.

The Board took a brief ten minute recess.

Presentation of Proposed Budget for Fiscal Year 2013-2014 County Manager Ed Causey reviewed his budget message for the proposed budget for Fiscal Year 2013-2014, which is attached hereto in its entirety. Mr. Causey suggested that the Board schedule the public hearing for the budget for June 17, 2013. Commissioner Kirby asked in general how tight cuts would be to avoid or reduce the amount budgeted from fund balance. Upon a motion made by Commissioner Kirby and seconded by Commissioner Parker, the Board voted unanimously to schedule the budget public hearing for Monday, June 17, 2013 at 7:00 p.m. The Board briefly discussed concerns with the additional fund balance appropriated and wondered what could be done if such additional fund balance could be reduced or eliminated. The Board also discussed the scheduling of a budget work session on July 10th to coincide with a follow-up on the Medicaid transportation issue and the Closed Session for economic development.

Item No. 3: Consent Agenda

Commissioner Kirby requested that the minutes of the May 6, May 8 and May 14, 2013 meetings be tabled until July so that he could discuss them with the Clerk to the Board. Ms. Holder stated that she would provide a "red line" copy of the minutes, reflecting changes requested by Commissioner Kirby for the Consent Agenda in July. Upon a motion made by Commissioner Lockamy and seconded by Commissioner Kirby, the Board voted unanimously to approve the Consent Agenda, excluding item a as follows:

- a. ~~Approve minutes of the May 6, 2013; May 8, 2013; and May 14, 2013 meetings~~
- b. Adopted a resolution authorizing the execution of the State Aid to Airports Grant agreement for Grant Project 36237.12.10.2 (Obstruction Removal-Tree Topping (design/construction) (Copies filed in Inc. Minute Book _____, Page _____.)
- c. Approved the updated Records Retention and Disposition Schedule for County Management (April 15, 2013 version); authorized the development of internal policies for those documents with disposition instruction "destroy when administrative value ends"
- d. Authorized the extension of Department of Aging's nutrition services contract with Bateman for one additional year to allow Sampson County to bid services in same year as surrounding counties
- e. Adopted a resolution authorizing execution of the contract between the County and VFG Leasing for the propane equipment for the Sheriff vehicles
- f. Approved late property tax exemption application from Phillip Lee Hudson (parcels 19-1064200-09; 19-1064200-08)
- g. Approved the following tax refunds:

5688 Martin B. Wilson

\$ 2,768.13

- h. Approved the following budget amendments:

<u>EXPENDITURE</u>		<u>General Admin/Adult Health</u>	
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u> <u>Decrease</u>
12551510	581002	Transfer to Other Health Programs	12,000.00
12551510	523900	Medical Supplies	12,000.00

<u>REVENUE</u>			
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u> <u>Decrease</u>
12535164	404096	Transfer to Other Health Programs	12,000.00
12535100	404000	State Assistance	12,000.00

<u>EXPENDITURE</u>		<u>Aging</u>	
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u> <u>Decrease</u>
02558680	526200	SC Departmental Supplies	100.00

<u>REVENUE</u>			
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u> <u>Decrease</u>
02035868	408401	SC Garland Senior Center Donations	100.00

<u>EXPENDITURE</u>		<u>Aging</u>	
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u> <u>Decrease</u>
02558670	524100	HR - Materials	20.00

<u>REVENUE</u>			
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u> <u>Decrease</u>
02035867	408401	HR - Donations	20.00

<u>EXPENDITURE</u>		<u>Tax</u>	
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u> <u>Decrease</u>
11141400	519100	Professional Services	14,000.00
11141400	537000	Advertising	1,600.00
11141400	543000	Rental - Equipment	55.08
11141400	544000	Contracted Services	600.00
11141400	557000	Land Purchases	1,000.00
11141400	532100	Telephone and Postage	3,255.08

<u>REVENUE</u>			
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u> <u>Decrease</u>
11141400	404125	Legal Fees Collected	14,000.00

<u>EXPENDITURE</u>		<u>Sheriff</u>	
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u> <u>Decrease</u>
11243100	581000	Transfer to State Agency	17,000.00

<u>REVENUE</u>			
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u> <u>Decrease</u>
11034310	404115	Concealed Weapons Fees	17,000.00

<u>EXPENDITURE</u>		<u>Aging</u>	
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u> <u>Decrease</u>
02558680	526200	Garland Senior Center - Dept Supplies	500.00

REVENUE

<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
02035868	408401	Garland Senior Center - Donations	500.00	

EXPENDITURE

<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
02558810	526200	FCG Departmental Supplies	535.00	

REVENUE

<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
02035881	408401	FCG Donations	535.00	

EXPENDITURE

<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
02558680	526200	Senior Center Departmental Supplies	300.00	

REVENUE

<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
02035868	408900	Senior Center Misc Revenue	300.00	

EXPENDITURE

<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
12551100	581002	Transfer to Other Health Programs	12,000.00	
12551640	523900	Medical Supplies	12,000.00	

REVENUE

<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
12535164	404096	Transfer to Other Health Programs	12,000.00	
12535100	404000	State Assistance	12,000.00	

EXPENDITURE

<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
02558620	523800	CAP/DA Medical Supplies	5,000.00	

REVENUE

<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
02035862	363301	CAP/DA Medical Supplies	5,000.00	

EXPENDITURE

<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
02558670	526200	Home Repairs - Dept Supplies	644.00	

REVENUE

<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
02035867	408403	Home Repairs - Fans	644.00	

EXPENDITURE

<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
02558670	524100	Home Repairs - Materials	25.00	

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
02035867	408401	Home Repairs - Donations	25.00	

<u>EXPENDITURE</u>				
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
		<u>SRF 11 Grant</u>		
29549350	562004	Housing Rehabilitation	45,000.00	
29549350	519050	Other Professional Services	11,430.00	

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
29534935	403614	Grant - NC Housing Finance	56,430.00	

<u>EXPENDITURE</u>				
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
		<u>City Schools</u>		
26649100	581001	Transfer to City Schools	50,000.00	

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
26031840	412000	Current Year Taxes	30,000.00	
26031840	414000	Prior Year Taxes	20,000.00	

Item No. 4: Board Information

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

- a. Miscellaneous Counties Resolutions Regarding Legislative Issues

County Manager Reports

Other than the budget presentation above, County Manager Ed Causey had no further reports. Commissioner Strickland did note that the Midway High School baseball team had been the runner-up for the state baseball championship. It was suggested that the team and/or their representatives be invited to the July meeting to be recognized.

Public Comments

There were no public comments offered.

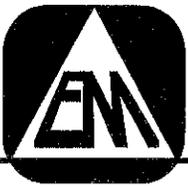
Recess to Reconvene

Upon a motion made by Commissioner Parker and seconded by Commissioner

Kirby, the Board voted unanimously to recess to reconvene at 6 p.m. on Monday, June 10, 2013 in the Conference Room of the Sampson County Administration Building.

Billy C. Lockamy, Chairman

Susan J. Holder, Clerk to the Board



**SAMPSON COUNTY
EMERGENCY
MANAGEMENT
SERVICES**

RONALD BASS
DIRECTOR
(910) 592-8996

POST OFFICE BOX 8, CLINTON, NORTH CAROLINA 28329-0008



MEMORANDUM:

TO: Ms. Susan Holder, Assistant County Manager
FROM: ^{RB} Ronald Bass, Emergency Management
DATE: June 23, 2013
SUBJECT: Private Road Name/Public Hearing Request

The Road Naming Committee members have reviewed road name suggestions for the following pending private roads. The Committee's recommendations have been listed below:

PVT 1120 2574	Wetland Dr
PVT 1121 2488	Kerr Complex Ln

This is being forwarded for your review and if you concur please place this on the Board's agenda for consideration at a public hearing.

Please review and advise.



**SAMPSON COUNTY
EMERGENCY
MANAGEMENT
SERVICES**

RONALD BASS
DIRECTOR
(910) 592-8996

POST OFFICE BOX 8, CLINTON, NORTH CAROLINA 28329-0008

MEMORANDUM:



TO: Mr. Edwin W. Causey, County Manager

FROM: ^{RB} Ronald Bass, Emergency Management

DATE: June 18, 2013

SUBJECT: Rescue/RT Contract for Godwin-Falcon Fire Department

Enclosed please find three copies of the Rescue/RT contract for Godwin-Falcon Fire Department and letter of request from Godwin-Falcon Fire Department. I would also like to recommend that they receive a \$100.00 RT supplement per month since there were only four (4) calls in their district from 7/1/2012 thru 6/17/2013. Godwin-Falcon Fire department is only requesting to provide Rescue/RT service in their fire district only.

Please review and if you concur, please place this on the Board's agenda for consideration and execution.

Also for your information Vann Crossroads Fire department has expressed an interest in providing Rescue/RT service in their district as well and will be asking the Board for approval in approximately 90 days.

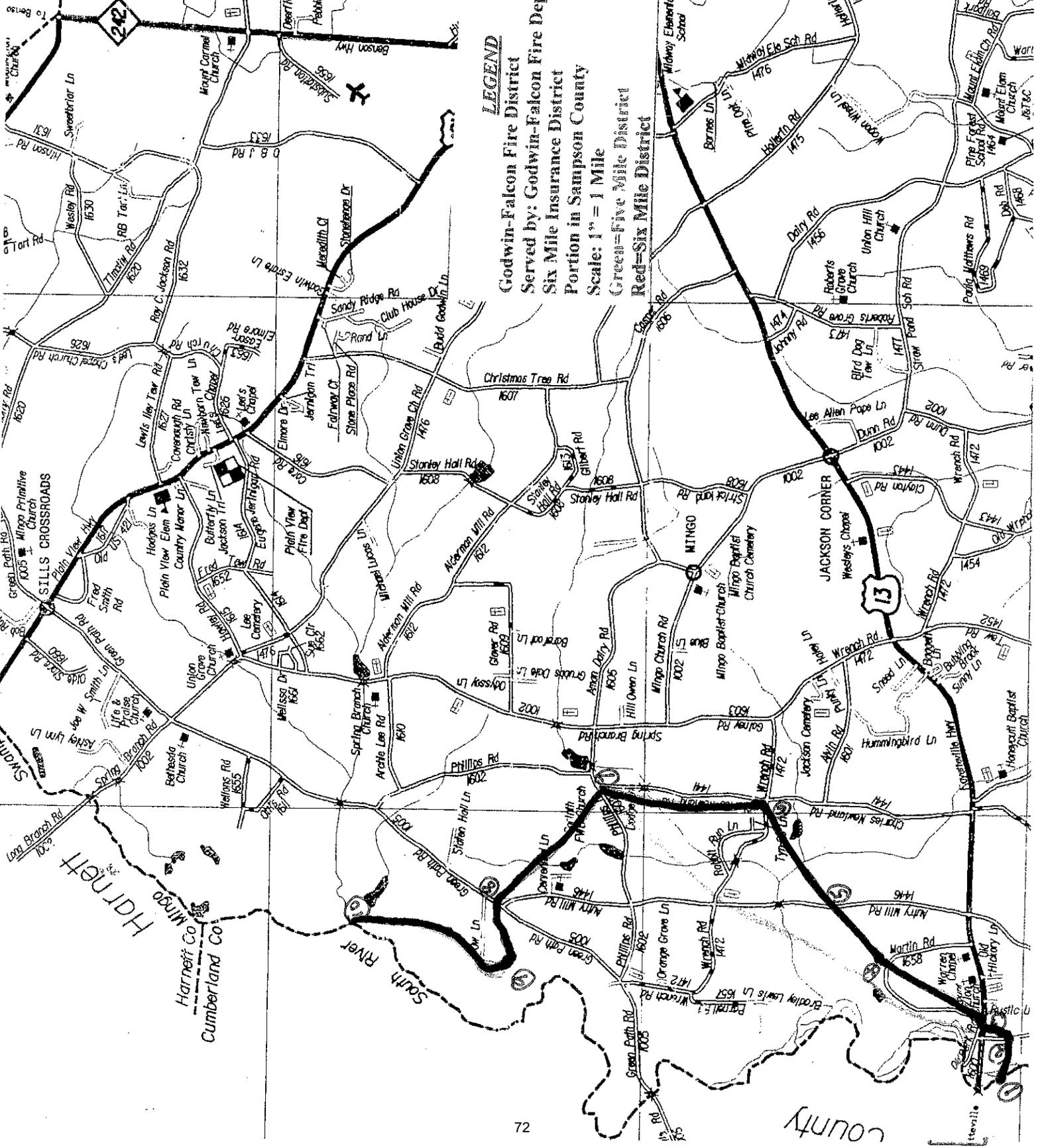
If you should have any questions please call.

RB/dhd

Enclosures:

Cc: Chief Wayne Lucas, Godwin-Falcon Fire Department
File

County



LEGEND
 Godwin-Falcon Fire District
 Served by: Godwin-Falcon Fire Department
 Six Mile Insurance District
 Portion in Sampson County
 Scale: 1" = 1 Mile
 Green=Five Mile District
 Red=Six Mile District

SILLS CROSSROADS

HARNETT

Harnett Co Mingo
Cumberland Co

South River

County

RECEIVED MAY 31 2013

GODWIN-FALCON FIRE DEPARTMENT, INC.

Established 1970

7793 Godwin-Falcon Road

P.O. Box 23

Falcon, N.C. 28342-0023

Phone: (910) 980-1066 Fax: (910) 980-1766

5/30/2013

To: Ronald Bass

Director of Emergency Services

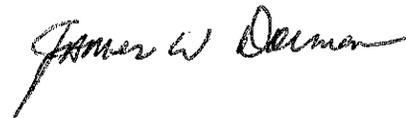
Sampson County

This is to request that as a result of our certification as a medium rescue provider that the Godwin-Falcon Fire District also be designated as our rescue district as soon as possible as this department has been certified for some time now. Copy of certification to follow. Thanks

Wayne G. Lucas, Chief
Godwin-Falcon Fire Rescue



James W. Dorman
Chairman-Board of Directors





North Carolina Association of Rescue
and
Emergency Medical Services, Inc.

P.O. Box 1914

Goldboro, North Carolina 27533-1914

Telephone: (919) 736-0506 • Fax: (919) 736-7759 • E-mail: ncarems@ncarems.org

Website: www.ncarems.org

February 14, 2013

Godwin-Falcon Fire Department
PO Box 23
Falcon NC 28342

Subject: Medium Rescue

Congratulations on meeting the high professional standards listed above.

Your department, personnel and the citizens of Cumberland County should be very proud of this high achievement. It is indeed an honor to be recognized at this level of professional Rescue and EMS Service.

If we can be of assistance in the future, please call our office at 919 736-0506, fax us at 919/736-7759 or e-mail us at ncarems@ncarems.org.

Yours in Rescue,

Joel Faircloth
Deputy Executive Director

p.c. Robert Poe, Commander
Terry Foxx, Vice-Commander
Area Directors

NORTH CAROLINA

CONTRACT FOR RESCUE SERVICES

SAMPSON COUNTY

THIS CONTRACT made and entered into this 1st day of August, 2013, by and between SAMPSON COUNTY, a body politic and corporate of the State of North Carolina, whose mailing address is 406 County Complex Road, Building C, Clinton, North Carolina 28328, hereinafter referred to and designated as "County" and GODWIN-FALCON FIRE DEPARTMENT, INC., a non-profit corporation, whose mailing address is P.O. Box 23, Falcon, North Carolina, hereinafter referred to and designated as "the Department."

WITNESSETH:

WHEREAS, Sampson County has the legal authority to contract for rescue service and to provide financing thereof and to establish service districts within its boundaries, all pursuant to NCGS 153-A-301 (a)(7) NCGS 153A-302; and

WHEREAS, the Department has agreed to provide rescue services within its service district as defined by the Sampson County Board of Commissioners for the benefit of the citizens of Sampson County; and

WHEREAS, the County will assist in the funding the above-described services; and

NOW, THEREFORE, in consideration of the premises, the mutual covenants and other consideration, the County and the Department have agreed and do hereby agree to do and perform the following:

1. GENERAL RESPONSIBILITY OF THE DEPARTMENT. The Department shall provide emergency rescue services throughout its service district on a twenty four (24) hour basis during the term of this contract and shall insure that it shall maintain the minimum personnel in order to provide such rescue services. The Department will provide such services in accordance with the terms and conditions hereinafter described and in accordance with such regulations as may be promulgated from time to time by the Sampson County Department of Emergency Management. It is understood that the rescue service district referred to herein shall be shown on a map thereof approved and from time to time amended by the Sampson County Board of Commissioners.

2. TRAINING STANDARDS. The Department shall insure that all of its members meet all minimum standards as promulgated from time to time by the North Carolina Rescue Association and any training standards promulgated by the Sampson County Department of Emergency Management.

3. REPORTS AND RECORDS. The Department shall maintain and keep on file training, financial and other reports and records as may be required by the County and shall make such records reasonably available to the County and its representatives. At least annually and not later than October 15 of each subsequent fiscal year, the Department shall provide to the County an annual audit of all its revenues and expenditures received during the preceding fiscal year.

4. USE OF FUNDS PROVIDED TO THE DEPARTMENT BY THE COUNTY. Funds received by the Department from the County shall only be spent for items for the Department and shall be spent exclusively on lawful and authorized budgetary items in providing rescue protection and legitimate rescue protection services.

5. OTHER RESPONSIBILITIES OF THE DEPARTMENT.

(a) Keep and maintain true and correct copies of its Articles of Incorporation, bylaws and minutes and provide current copies thereof to the Sampson County Department of Emergency Management.

(b) Keep and maintain true and correct copies of all reports required to be filed with the office of the Secretary of State, the Department of Insurance, or any other State or Federal reporting agency and provide current copies thereof to the Sampson County Department of Emergency Management.

(c) Keep and maintain true and correct copies of a roster of its members, officer, and directors, together with their names, addresses, and telephone numbers and provide current copies thereof to the Sampson County Department of Emergency Management.

(d) Be responsible for the proper care, storage, and maintenance of any equipment, vehicles and supplies leased to it or issued to it or otherwise provided by the County and shall, upon termination of this contract, return such equipment, vehicles and supplies to County in as good condition as such equipment, vehicles and supplies were received by The Department wear, tear and depletion by proper usage excepted.

(e) Keep all of equipment owned by the Department insured in an amount equal to of the fair market value of said equipment or the replacement value thereof and provide that the County shall be noted as an additional insured on all such policies. The Department shall furnish the County with certificates of insurance annually.

(f) Maintain at all times a comprehensive general liability insurance, the terms of which shall be acceptable to the County.

(g) Maintain comprehensive automobile liability insurance on any vehicles titled in the Department's name.

(h) Maintain its property and equipment free of any hazardous materials or waste which would be in violation of any Federal, State, or local law, rule, or regulation pertaining to hazardous materials.

6. RESPONSIBILITIES OF THE COUNTY.

(a) Provide in its discretion an annual stipend to the Department in an amount to be determined by the regular budgetary process of the County. Such stipend shall be determined on an annual basis and will coincide with the County's fiscal year and shall be paid in twelve (12) monthly installments and shall only be used by the Department to defray its regular operating expenses.

(b) The County will provide a uniform communications service for the Department, including the services of a dispatcher.

7. TERMINATION. This contract may be terminated by the County or the Department at the end of any fiscal year by providing ninety (90) days prior written notice to the other of its intent to terminate

8. TERMINATION FOR CAUSE. If the Department fails and refuses to provide rescue protection services as contemplated in this contract or fails to comply with the terms of this contract or other rules and regulations promulgated by the County, and following an investigation by the Department of Emergency Management which certifies to the County Manager that the Department has failed and refused to provide services contemplated in this contract or has others failed to abide by the contract or rules and regulations, then and in such event, this contract can be terminated for cause and the

Department will be liable to the County for all funds appropriated and paid to it during the fiscal year in which the termination is effected.

9. MUTUAL AID AGREEMENT. As a part of this contract the Department shall enter into and be bound by a mutual aid agreement between all other rescue squads located in Sampson County and the failure to enter into such contract with all other rescue squads shall be cause to terminate this contract by the County.

10. This contract is effective as of August 1, 2013 and shall continue in force from year to year (the County's fiscal year) unless terminated as provided herein.

IN WITNESS WHEREOF, the parties hereto have executed this contract, all by authority duly had and obtained, on the date set opposite their respective names.

COUNTY OF SAMPSON

DATE: _____

BY: _____
Billy C. Lockamy, Chairman
Board of Commissioners

ATTEST:

Susan J. Holder, Clerk to the
Sampson County Board of Commissioner

DATE: _____

GODWIN-FALCON FIRE DEPARTMENT, INC.

BY: _____

(CORPORATE SEAL)

ATTEST:

Secretary



**SAMPSON COUNTY
EMERGENCY
MANAGEMENT
SERVICES**

RONALD BASS
DIRECTOR
(910) 592-8996

POST OFFICE BOX 8, CLINTON, NORTH CAROLINA 28329-0008

MEMORANDUM:

TO: Mr. Edwin W. Causey, County Manager
FROM: ^{RB}Ronald Bass, Emergency Management
DATE: June 10, 2013
SUBJECT: LEPC Grant



I am pleased to inform you that we have received notification that the LEPC Grant our department applied for has been approved.

In order to accept this grant we must now execute the enclosed Planning Grant Agreement. This is being forwarded for your consideration and execution.

If you should have any questions please do not hesitate to call.

RB/es

Enclosures:

*for training
has not incident
no match just part*

HAZARDOUS MATERIALS EMERGENCY PLANNING GRANT AGREEMENT

THIS HAZARDOUS MATERIALS EMERGENCY PLANNING GRANT AGREEMENT (the Agreement) is entered into by and between the State of North Carolina, Department of Public Safety, Division of Emergency Management, North Carolina Emergency Response Commission (hereinafter referred to as the AGENCY/GRANTEE), and the County of Sampson hereinafter referred to as the "RECIPIENT/SUBGRANTEE").

WHEREAS, the Hazardous Materials Transportation Act, 42 U.S.C. § 5101 *et. seq.* authorizes the Secretary of the U.S. Department of Transportation (USDOT) to make hazardous materials emergency planning grants to states and Indian tribes if the state agrees to make available at least 75% of the amount of the grant in the fiscal year to local emergency planning committees to develop emergency plans under the Emergency Planning Community Right-To-Know Act (EPCRA), 42 U.S.C. § 11001 *et. seq.*; and

WHEREAS, the USDOT has made available federal funds for hazardous materials emergency planning grants; and

WHEREAS, the RECIPIENT/SUBGRANTEE represents that it is fully qualified, possesses the requisite skills, knowledge, qualifications and experience to provide the services identified herein, and does agree to perform as described herein; and

NOW, THEREFORE, the AGENCY/GRANTEE and the RECIPIENT/SUBGRANTEE do mutually agree as follows:

- (1) **SCOPE OF WORK** The RECIPIENT/SUBGRANTEE shall fully perform the approved hazardous materials emergency planning project, as described in Attachment A to this Agreement, in accordance with the approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. RECIPIENT/SUBGRANTEE shall not deviate from the approved project and the terms and conditions of this Agreement without prior approval of the AGENCY/GRANTEE.
- (2) **FUNDING** The AGENCY/GRANTEE shall provide Hazardous Materials Emergency Planning Grant Funds for costs incurred in performing the project identified in Attachment A as follows: **\$4,599.25**. Allowable costs shall be determined in accordance with the Hazardous Materials Transportation Act, 42 U.S.C. 5101 *et. seq.*, 49 C.F.R. Part 110, 49 C.F.R. Part 18, OMB Circular A-87 "Cost Principles for State, Local and Indian Tribal Governments" and other applicable Hazardous Materials Emergency Planning Grant Program guidance.
- (3) **INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES** Both the RECIPIENT/ SUBGRANTEE and the AGENCY/GRANTEE shall be governed by applicable State and Federal laws, rules and regulations, including but not limited to, those identified in Attachments B, C & D.
- (4) **PERIOD OF AGREEMENT** This Agreement becomes effective upon execution of the signatures of all parties of the agreement. The date of execution shall be the date of the last signature. The termination date is ~~September 30, 2013~~, unless terminated earlier in accordance with the provisions of paragraphs (6), (8), (10), (11), (13) or (17).
- (5) **MODIFICATION OF CONTRACT** Either party may request modification of the provisions of this Agreement. Changes which are mutually agreed upon shall be valid only when reduced in writing, duly signed by each of the parties hereto, and attached in the original of this Agreement.
- (6) **RECORD KEEPING, PROCUREMENT AND PROPERTY MANAGEMENT** RECIPIENT/SUBGRANTEE's performance under this Agreement shall be subject to 49 C.F.R. Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" and/or OMB Circular No. A-87, "Cost Principles for State and Local Governments," and/or OMB Circular No. A-102 "Grants and Cooperative Agreements with State and Local Governments". Pursuant to 49 C.F.R. § 18.42, the RECIPIENT/SUBGRANTEE, 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.

- (7) **REPORTS** The RECIPIENT/SUBGRANTEE shall provide reports or information to the AGENCY/GRANTEE. Report(s), as described in Attachment A to this Agreement, which are due ninety (90) 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 AGENCY/GRANTEE may require additional reports as needed. The RECIPIENT/SUBGRANTEE 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 Coordinator 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 (10). The AGENCY/GRANTEE may terminate the Agreement with a RECIPIENT/SUBGRANTEE 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, Attachment A. Upon request by the AGENCY/GRANTEE, the RECIPIENT/SUBGRANTEE shall provide such additional updates or information as may be required by the AGENCY/GRANTEE.
- (8) **MONITORING** The RECIPIENT/SUBGRANTEE shall constantly monitor its performance under this Agreement to ensure that time schedules are being met, the Budget and Scope of Work is being accomplished within specified time periods, and other performance goals are being achieved. Such review shall be made for each function, or activity set forth in Attachment A to this Agreement and incorporated by reference herein.
- (9) **LIABILITY** (a) Except as otherwise provided in subparagraph (b) below, the RECIPIENT/SUBGRANTEE shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the AGENCY/GRANTEE harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, RECIPIENT/SUBGRANTEE agrees that it is not an employee or agent of the AGENCY/GRANTEE, but is an independent contractor. (b) Any RECIPIENT/SUBGRANTEE who is a state agency or subdivision, agrees to be fully responsible for its own negligent acts or omissions or tortuous acts. Nothing herein is intended to serve as a waiver of sovereign immunity by any RECIPIENT/SUBGRANTEE to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of North Carolina to be sued by third parties in any matter arising out of any contract.
- (10) **TERMINATION** If, through any cause, the RECIPIENT/SUBGRANTEE shall fail to fulfill in a timely and proper manner the obligations under this Agreement, the AGENCY/GRANTEE shall thereupon have the right to terminate this Agreement by giving written notice to the RECIPIENT/SUBGRANTEE of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of termination.
- (11) **NOTICE AND CONTACT** All notices provided under or pursuant to this Agreement shall be in writing, first class, certified mail, return receipt requested, to the representative identified below and said notification attached to the original of this Agreement. (a) The name and address of the AGENCY/GRANTEE project manager and project coordinator for this Agreement are:

Michael Sprayberry, Director, Project Manager
Elaine Wathen, Support Services Manager, Project Coordinator
NC Department of Public Safety
Division of Emergency Management
1636 Gold Star Drive
Raleigh, N.C. 27607

- (b) The name and address of the Representative of the RECIPIENT/ SUBGRANTEE responsible for the administration of this Agreement is:

Mailing Address:

Name: Ronald Bass
Title: Sampson County Emergency Management
County of: Sampson
Address: Post Office Box 8
City: Clinton, NC 28329

- (c) In the event that different representatives are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be rendered as provided (11) above.

- (12) **OTHER PROVISIONS** The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the RECIPIENT/SUBGRANTEE, in the Application, in any subsequent submission or response to the AGENCY/GRANTEE request, or any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the AGENCY/GRANTEE and with thirty (30) days written notice to the RECIPIENT/SUBGRANTEE, cause the termination of this Agreement and the release of the AGENCY/GRANTEE from all its obligations to the RECIPIENT/SUBGRANTEE. This Agreement shall be construed under the laws of the State of North Carolina and the venue for any actions arising out of this Agreement shall be filed in State Court in Wake County, North Carolina. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.

- (13) **AUDIT REQUIREMENTS** Pursuant to 49 C.F.R. §18.26, RECIPIENT/SUBGRANTEE is responsible for obtaining audits in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. §7501 et. seq., 49 C.F.R. Part 18, OMB Circular A-133, "Audits of States, Local Governments, and Non-profit Organizations," and applicable North Carolina laws, rules and regulations. The RECIPIENT/ SUBGRANTEE agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement and in accordance with 49 C.F.R. § 18.20. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the RECIPIENT/SUBGRANTEE shall be held liable for reimbursement to the AGENCY/GRANTEE of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the AGENCY/GRANTEE has notified the RECIPIENT/ SUBGRANTEE of such non-compliance. Pursuant to 49 C.F.R. §18.42, the RECIPIENT/SUBGRANTEE shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of three years from the starting date specified in 49 C.F.R. § 18.42(c). However, if any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be maintained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.

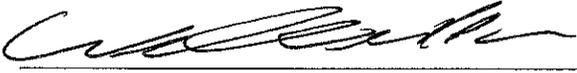
- (14) **SUBCONTRACTS** If the RECIPIENT/SUBGRANTEE subcontracts any or all of the work required under this Agreement, the RECIPIENT/SUBGRANTEE agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this Agreement with the AGENCY/GRANTEE. If the RECIPIENT/SUBGRANTEE subcontracts any or all of the work required under this Agreement, the RECIPIENT/SUBGRANTEE shall conduct procurement or subcontracting in accordance with 49 C.F.R. § 18.36 "Procurement". The RECIPIENT/ SUBGRANTEE agrees to include in the subcontract that the subcontractor shall hold the AGENCY/GRANTEE and RECIPIENT/ SUBGRANTEE harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. If the RECIPIENT/ SUBGRANTEE subcontracts, a copy of the executed subcontract must be forwarded to the AGENCY/GRANTEE within ten (10) days of execution of said subcontract. Contractual arrangement shall in no way relieve the RECIPIENT/ SUBGRANTEE of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements.

- (15) **CHANGES, REAL PROPERTY, EQUIPMENT, SUPPLIES AND COPYRIGHTS** If applicable, changes, real property, equipment, supplies and copyrights will be administered in accordance with 49 C.F.R. Part 18. (See 49 C.F.R. §§ 18.30-18.34).
- (16) **TERMS AND CONDITIONS** This Agreement and any exhibits and amendments annexed hereto and any documents incorporated specifically by reference represents the entire Agreement between the parties and supersedes all prior oral and written statements or agreements.
- (17) **STANDARD CONDITIONS** The RECIPIENT/SUBGRANTEE agrees to be bound by the following standard conditions: (a) If otherwise allowed under this Agreement, extension of an agreement for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial agreement. There shall be only one extension of the agreement unless the failure to meet the criteria set forth in the agreement for completion of the agreement is due to events beyond the control of the RECIPIENT/SUBGRANTEE. (b) The AGENCY/GRANTEE reserves the right to unilaterally cancel this Agreement for refusal by the RECIPIENT/SUBGRANTEE to allow public access to all documents, papers, letters or other material subject to the provisions of the N.C. General Statutes or applicable federal regulations and made or received by the Contractor/RECIPIENT/ SUBGRANTEE in conjunction with the Agreement.
- (18) **ATTACHMENTS** (a) All attachments to this Agreement are incorporated as if set out fully herein. (b) In the event of any inconsistency or conflict between the language of this Agreement and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency. (c) This Agreement has the following attachments:
- | | | |
|----|--------------|-----------------------------------------------------------------------------------------------------------------------|
| 1. | Attachment A | Budget and Scope of Work |
| 2. | Attachment B | Lobbying Prohibition/Certification |
| 3. | Attachment C | Special Conditions |
| 4. | Attachment D | Assurance of Compliance with Title VI of the Civil Rights Act of 1964 by the Sub grantee |
| 5. | Attachment E | Assurance of Compliance with Title VI of the Civil Rights Act of 1964 by the Contractor |
| 6. | Attachment F | Assurance of Compliance with Title VI of the Civil Rights Act of 1964 for inclusion in deeds, licenses, permits, etc. |
| 7. | Attachment G | Assurance of Compliance with Privacy Act |
| 8. | Attachment H | Certification regarding Drug-Free Workplace Requirements |
| 9. | Attachment I | Certification regarding Debarment, Suspension, and other responsibility matters |
- (19) **FUNDING/CONSIDERATION** (a) Pursuant to 49 C.F.R. § 18.21, the RECIPIENT/SUBGRANTEE shall be paid upon completion of the project and upon the satisfactory performance of work hereunder in an amount as determined in the approved Project Budget, attached as Attachment A, subject to the availability of funds. (b) An invoice detailing the project expenditures shall be submitted to the individual identified in Attachment C prior to ~~September 15, 2013~~.
- (20) **STATE LOBBYING PROHIBITION** No funds or other resources received from the AGENCY/GRANTEE in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the N.C. General Assembly or any state department. Refer to Attachment B for additional terms and provisions relating to lobbying.

- (21) **LEGAL AUTHORIZATION** The RECIPIENT/SUBGRANTEE certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The RECIPIENT/SUBGRANTEE also certifies that the undersigned possesses the authority to legally execute and bind RECIPIENT/ SUBGRANTEE to the terms of this Agreement.
- (22) **ASSURANCES** By execution of this agreement, the RECIPIENT/SUBGRANTEE agrees to comply with Attachments A through I. The RECIPIENT/SUBGRANTEE hereby assures and certifies that: (a) It possesses legal authority to enter into this agreement, and to execute the proposed program. (b) If required, its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the filing of the HMEP application, including all understandings and assurances contained therein, and directing and authorizing the RECIPIENT/SUBGRANTEE's chief executive officer to act in connection with the application and to provide such additional information as may be required. (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this agreement or to any benefit to arise from the same. No member, officer, or employee of the RECIPIENT/SUBGRANTEE, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest direct or indirect, in any contract or program assisted under this agreement. **The RECIPIENT/SUBGRANTEE shall incorporate or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes stated above.**
- (23) **SPECIAL CONDITIONS** (a) The RECIPIENT/SUBGRANTEE shall comply with the special conditions set forth in Attachment C, attached hereto and incorporated by this reference. (b) Failure of the RECIPIENT/SUBGRANTEE to comply with the special conditions listed in Attachment C or the program statutes and regulations in Paragraph 24 of this Agreement shall be cause for the immediate suspension of payments or the immediate termination of this Agreement. (c) RECIPIENT/SUBGRANTEE shall do or complete the following: 1) Conduct a meeting of the Local Emergency Planning Committee (LEPC) at least once per year, elect LEPC chairperson and establish LEPC subcommittees; 2) Provide a statement indicating review of LEPC bylaws.
- (24) **PROGRAM STATUTES AND REGULATIONS** This Agreement, the North Carolina Division of Emergency Management 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, 42 U.S.C. §5101 et seq.; (2) 49 C.F.R. parts 18 and 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) OMB Circulars A-87 and A-110; (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).

IN WITNESS WHEREOF, the AGENCY/GRANTEE and the RECIPIENT/SUBGRANTEE have each executed this Agreement, this the _____ day of _____, 2013.

CONTRACTING AGENCY
DIVISION OF EMERGENCY MANAGEMENT
DEPARTMENT OF PUBLIC SAFETY & NORTH
CAROLINA EMERGENCY RESPONSE COMMISSION

BY: 
WILLIAM M. POLK, SPECIAL COUNSEL
DEPARTMENT OF PUBLIC SAFETY
DATE 5/28/2013

BY: _____
NAME, TITLE:

COUNTY OF
SAMPSON
RECIPIENT/SUBGRANTEE
FEDERAL EMPLOYER I.D.

DATE _____

BY: _____
MICHAEL SPRAYBERRY, DIRECTOR
DIVISION OF EMERGENCY MANAGEMENT
& VICE-CHAIR, NORTH CAROLINA EMERGENCY
RESPONSE COMMISSION

DATE _____

APPROVED AS TO PROCEDURES:

BY: _____
MARVIN MERVIN, CONTROLLER
DEPARTMENT OF PUBLIC SAFETY

DATE _____

BY: _____
SECRETARY, EDWARD MASSO
DEPARTMENT OF PUBLIC SAFETY, COO

DATE _____

APPROVED AS TO FORM AND SUBJECT TO EXECUTION BY EDWARD MASSO OF THE DEPARTMENT OF PUBLIC SAFETY.

ATTACHMENT A

Budget and Scope of Work

RECIPIENT/SUBGRANTEE shall implement the Hazardous Materials Emergency Planning Grant project summarized below and as described in the approved project application. That Application is hereby incorporated by reference into this Agreement. The AGENCY/ GRANTEE shall pay eligible costs according to the following expenditures:

I. Funding Summary

A. Project Costs:

Federal Share:	<u>\$4,599.25</u>
TOTAL:	<u>\$4,599.25</u>

II. Scope of Work Summary

To continue the implementation of the Emergency Planning Community Right-To-Know Act, 42 U.S.C. §11001 et. seq. And Hazardous Materials Incident Preparedness.

Sampson County plans to have a drill that will include local Law Enforcement, Fire Departments, and EMS. Several State Agencies will also participate. Exercise will be based on an accident where a full charter bus collides with a farm tractor carrying a pesticide creating a hazmat spill. Exercise will provide additional training for Sampson County DECON unit as well as training for all involved departments. Exercise will test our multi-hazards plan as well as allow all involved parties to practice their roles in case of such event were to occur.

III. Reports to be Provided at the Conclusion of Work (no paper copies needed)

1. *One (1) electronic copy of after action report (AAR) following the exercise.*
2. *One (1) electronic copy if any plans are added or updated*
3. *Additional electronic documentation that lists/includes*
 - *Agencies involved*
 - *Number of participants*
 - *Several photographs from exercise*
 - *Any other documentation that would be pertinent*
4. *Any invoices detailing the expenses associated with the project (If applicable, a full breakdown of per diem specifics will need to be provided (e.g. Rosters showing number of people [X] applicable per diem amount). USDOT-PHMSA is slow / hesitant to reimburse per diem expenses based upon food receipts alone. Proper documentation is vital.....*

ATTACHMENT B

LOBBYING PROHIBITION

The undersigned 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 for influencing or attempting to influence either directly or indirectly an officer 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) 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.
- (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 SUBRECIPIENT/SUBGRANTEES 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.

COUNTY OF _____
RECIPIENT/SUBGRANTEE

BY: _____
NAME, TITLE

ATTACHMENT C

Special Conditions

This agreement shall be executed by the RECIPIENT/SUBGRANTEE, and returned to the AGENCY/GRANTEE at the following address:

**EPCRA Coordinator
NC Department of Public Safety
North Carolina Emergency Management
1636 Gold Star Drive
Raleigh, NC 27607
Ref: HMEP**

This agreement will be executed within thirty (30) days after receipt. All time periods in this Agreement refer to calendar days. After receipt by the AGENCY/GRANTEE of the signed Agreement, the AGENCY/GRANTEE will execute this Agreement and return an original to the RECIPIENT/ SUBGRANTEE.

Name: _____

Title: _____

Address: _____

County of _____

City: _____, NC _____

ATTACHMENT D

**ASSURANCE OF COMPLIANCE
WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
DEPARTMENT OF TRANSPORTATION**

The County of **Sampson** (hereinafter referred to as the "Recipient") **HEREBY AGREES THAT** as a condition to receiving any federal financial assistance **from the Department of Transportation** 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 Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - 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 Recipient receives federal financial assistance from the Department of Transportation, 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 Recipient hereby gives the following specific assurance with respect to the project:

1. That the 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.
2. That the 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:

The 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 Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation 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.

3. That the Recipient shall insert the clauses of Appendix B of this agreement in every contract subject to the Act and the Regulations.
4. That this assurance obligates the Recipient for the period during which federal financial assistance is extended to the project.
5. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that is, other recipients, sub grantees, 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.
6. The 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 Department of Transportation and is binding on it, other recipients, sub grantees, 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.

DATE _____

(County)

(Signature of Authorized Official)

(Print Name and Title of Authorized Official)

ATTACHMENT E

**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:

1. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally-Assisted Programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, 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.

2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, 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.

3. 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 contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

4. 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 County of Sampson 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 County of Sampson or the Research and Special Programs Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with nondiscrimination provisions of this contract, the County of Sampson shall impose contract sanctions as it or the Research and Special Programs Administration may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - (b) Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurements as the County of Sampson or the Research and Special Programs Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provides, 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 County of Sampson to enter into such litigation to protect the interests of the County of Sampson and, in addition the contractor may request the United States to enter into such litigation to protect the interests of the United States.

DATE _____

(County)

(Signature of Authorized Official)

(Print Name and Title of Authorized Official)

ATTACHMENT F

**ASSURANCE OF COMPLIANCE WITH
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
DEPARTMENT OF TRANSPORTATION**

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by County of **Sampson** executed in expending these grant funds.

The [grantee, 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 Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the [grantee, licensee, lessee, permittee, etc.] shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination of Federally-Assisted Programs of the Department of Transportation - 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 the above nondiscrimination covenants, County of **Sampson** 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, County of **Sampson** 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 County of **Sampson** and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by County of **Sampson**.

The [grantee, 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 [grantee, licensee, lessee, permittee, etc.] shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - 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, County of **Sampson** 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, County of **Sampson** 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 County of **Sampson** and its assigns.

* Reverter 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.

DATE _____

(County)

(Signature of Authorized Official)

(Print Name and Title of Authorized Official)

ATTACHMENT G

**ASSURANCE OF COMPLIANCE WITH
PRIVACY ACT**

22.4 The Sub Recipient agrees:

22.4.1 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 of records on individuals to be operated by the Grantee, its third-party contractors, subcontractors, sub grantees, or their employees to accomplish a DOT function;

22.4.2 To notify DOT when the Grantee or any of its third-party contractors, subcontractors, sub grantees, sub recipients, or their employees anticipate operating a system of records on behalf of DOT in order to implement the program, if such system contains information about individual's 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.

22.4.3 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 DOT function, a Privacy Act notification informing the third-party contractor, or sub grantee, that it will be required to design, develop, or operate a system of records on individuals to accomplish a DOT function subject to the Privacy Act of 1974, 5 U.S.C. § 552a, and applicable DOT regulations, and that a violation of the Act may involve the imposition of criminal penalties; and

22.4.4 To include the text of Subsections 22.4.1 through 22.4.4 in all third-party contracts, and sub grants under which work for this Agreement is performed or which is awarded pursuant to this Agreement or which may involve the design, development, or operation of such a system of records on behalf of DOT.

DATE

(County)

(Signature of Authorized Official)

(Print Name and Title of Authorized Official)

ATTACHMENT H

**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, 44 CFR Part 17, Subpart F. The regulations, published in the January 31, 1989 *Federal Register*, require certification by grantees, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact 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 or debarment, (*See 44 CFR Part 13, Subpart C 13.300 and Subpart D 13.400*).

The grantee certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee'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 grantee'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 purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making 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 grantee 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):

County Name

Printed Name and Title

Signature

Date

ATTACHMENT I

CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief 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 3-year period preceding this proposal 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; or 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 government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a 3-year period preceding this application or proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for termination of the award. In addition, under 18 U.S.C. § 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Name and Title of Authorized Representative

Signature of Authorized Representative

Date

Or alternatively, state:

I am unable to certify to the above statement. My explanation is attached.

Mid-Carolina Area Agency on Aging

130 Gillespie Street • Post Office Drawer 1510 • Telephone (910) 323-4191 • Fax (910) 323-9330
Fayetteville, North Carolina 28302



May 16, 2013

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

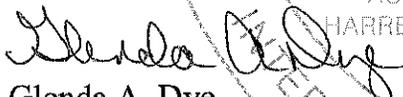
Dear Mr. Causey:

Enclosed is the FY 2013-2014 Agreement for the Provision of County-Based Aging Services, DOA-735.

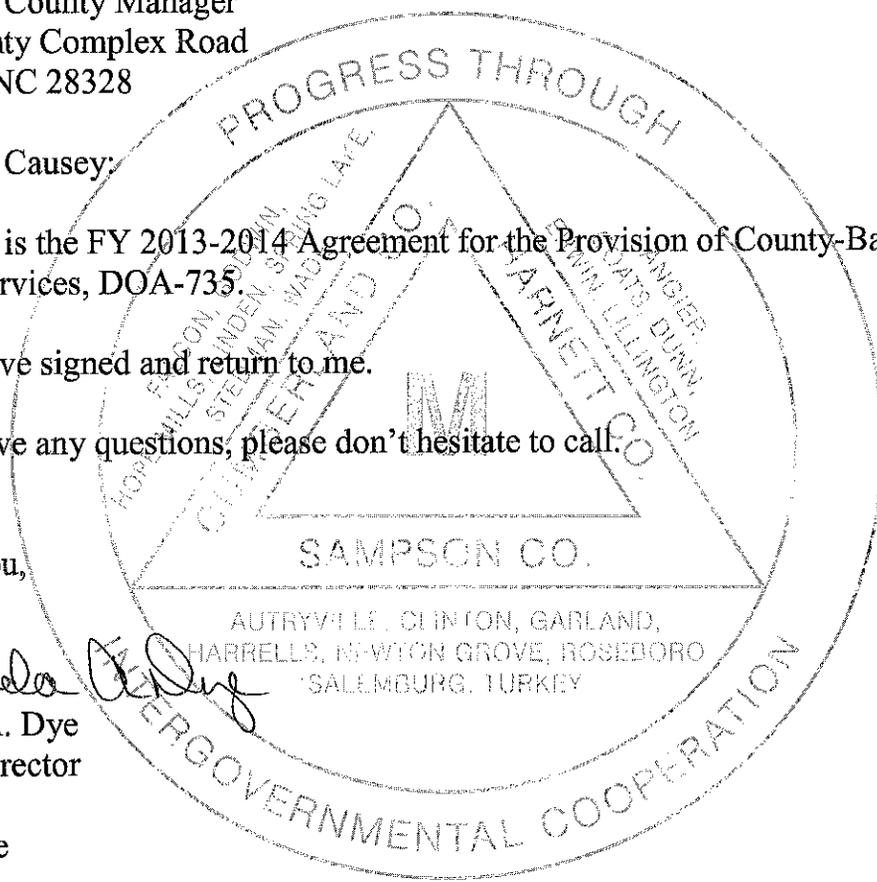
Please have signed and return to me.

If you have any questions, please don't hesitate to call.

Thank you,


Glenda A. Dye
Aging Director

Enclosure



"PROGRESS THROUGH INTERGOVERNMENTAL COOPERATION"

July 1, 2013 Through June 30, 2014

Home and Community Care Block Grant for Older Adults

Agreement for the Provision of County-Based Aging Services

This Agreement, entered into as of this 1st day of July, 2013, by and between the County of Sampson (hereinafter referred to as the "County") and the Mid-Carolina Area Agency on Aging, (hereinafter referred to as the "Area Agency").

Witnesseth That:

WHEREAS, the Area Agency and the County agree to the terms and conditions for provision of aging services in connection with activities financed in part by Older Americans Act grant funds, provided to the Area Agency from the United States Department of Health and Human Services through the North Carolina Division of Aging and Adult Services (DAAS) and state appropriations made available to the Area Agency through the North Carolina Division of Aging and Adult Services, as set forth in a) this document, b) the County Funding Plan, as reviewed by the Area Agency and the Division of Aging and Adult Services, c) the Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, d) the Division of Aging and Adult Services Service Standards Manual, Volumes I through IV, and, e) the Division of Aging and Adult Services Community Service Providers Monitoring Guidelines.

NOW THEREFORE, in consideration of these premises, and mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. As provided in the Area Plan, community service providers specified by the County to encourage maximum collocation and coordination of services for older persons are as follows:

Sampson County Department of Aging

- 1.(a) The Community Service Provider(s), shall be those specified in the County Funding Plan on the Provider Services Summary format(s) (DOA-732) for the period ending June 30 for the year stated above.
2. Availability of Funds. The terms set forth in this Agreement for payment are contingent upon the receipt of Home and Community Care Block Grant funding by the Area Agency.
3. Grant Administration. The grant administrator for the Area Agency shall be Glenda Dye, Aging Director. The grant administrator for the County shall be the County Manager.

It is understood and agreed that the grant administrator for the County shall represent the County in the performance of this Agreement. The County shall notify the Area Agency in writing if the administrator changes during the grant period. Specific responsibilities of the grant administrator for the County are provided in paragraph seven (7) of this Agreement.

4. Services authorized through the County Funding Plan, as specified on the Provider Services Summary format(s) (DOA-732) are to commence no later than July 1 of the state fiscal year and shall be undertaken and pursued in such sequence as to assure their expeditious completion. All services required hereunder shall be completed on or before the end of the Agreement period, June 30 of the state fiscal year.
5. Assignability and Contracting. The County shall not assign all or any portion of its interest in this Agreement. Any purchase of services with Home and Community Care Block Grant for Older Adults funding shall be carried out in accordance with the procurement and contracting policy of the community services provider or, where applicable, the Area Agency, which does not conflict with procurement and contracting requirements contained in 45 CFR 92.36. Federal funds shall not be awarded to any subrecipients who have been suspended or debarred by the Federal government. In addition, Federal funds may not be used to purchase goods or services costing over \$100,000 from a vendor that has been suspended or debarred from Federal grant programs.
6. Compensation and Payments to the County. The County shall be compensated for the work and services actually performed under this Agreement by payments to be made monthly by the Area Agency. Total reimbursement to the community service providers under this Agreement may not exceed the grand total of Block Grant funding, as specified on the Provider Services Summary format (DOA-732).

(a) Interim Payments to the County

Upon receipt of a written request from the County, the Division of Aging and Adult Services, through the Area Agency, will provide the County Finance Officer with an interim payment equivalent to seventy percent (70%) of one-twelfth (1/12) of the County's Home and Community Care Block Grant allocation by the 22nd of each month.

(b) Reimbursement of Service Costs

Reimbursement of service costs are carried out as provided in Section 3 of the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, revised February 17, 1997.

c) Role of the Area Agency

The Area Agency shall be responsible for disbursing Home and Community Care Block Grant Funding to Community Service Providers in accordance with procedures specified in the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers, revised February 17, 1997.

(d) Payment of Administration on Aging Nutrition Services Incentive Program (NSIP) Subsidy

NSIP subsidy for congregate and home delivered meals will be disbursed by the Division of Aging through the Area Agency to the County on a monthly basis, subject to the availability of funds as specified in Section 3 of the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Services Providers, revised February 17, 1997.

If through the US Department of Agriculture Area Agency on Aging Elections Project, the County elects to receive a portion of its USDA entitlement in the form of surplus commodity foods in lieu of cash, the Area Agency will notify the County in writing of its community valuation upon notification from the Division of Aging and Adult Services. The delivery of commodity and bonus foods is subject to availability. The County will not receive cash entitlement in lieu of commodities that are unavailable or undelivered during the Agreement period.

7. Reallocation of Funds and Budget Revisions. Any reallocation of Block Grant funding between counties shall be voluntary on the part of the County and shall be effective only for the period of the Agreement. The reallocation of Block Grant funds between counties will not affect the allocation of future funding to the County. If during the performance period of the Agreement, the Area Agency determines that a portion of the Block Grant will not be expended, the grant administrator for the County shall be notified in writing by the Area Agency and given the opportunity to make funds available for reallocation to other counties in the Planning and Service Area or elsewhere in the state.

The Area Agency may authorize community service providers to implement budget revisions which do not cause the County to fall below minimum budgeting requirements for access, in-

home, congregate, and home delivered meals services, as specified in Division of Aging and Adult Services budget instructions issued to the County. If a budget revision will cause the County to fall below minimum budgeting requirements for any of the aforementioned services, as specified in Division of Aging and Adult Services budgeting instructions issued to the County, the grants administrator for the County shall obtain written approval for the revision from the Area Agency prior to implementation by the community service provider, so as to assure that regional minimum budgeting requirements for the aforementioned services will be met.

In the event the Service Provider's rate of progress on the contract is leading to under spending at the end of the contract period, the Area Agency may reallocate Home and Community Care Block Grant funds within the county as necessary to most effectively utilize funds.

Unless community services providers have been given the capacity to enter data into the Aging Resources Management System (ARMS), Area Agencies on Aging are responsible for entering amended service data into the Division of Aging Management Information System, as specified in the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, revised February 17, 1997.

8. Monitoring. This Agreement will be monitored to assure that services are being provided as stated in the Division of Aging and Adult Service monitoring Policies and Procedures at <http://www.ncdhhs.gov/aging/monitor/mpolicy.htm> .

The monitoring of services provided under this Agreement shall be carried out by the Area Agency on Aging in accordance with its Assessment Plan and/or by the DAAS Program Compliance Representative (PCR). Local Departments of Social Services providing Adult Day Care, Adult Day Health Care, Housing and Home Improvement, and/or In-Home Aide (all levels) through the Home and Community Care Block Grant will receive monitoring by the State PCR. All other services and grantees are monitored by the Area Agency on Aging serving the counties' PSA.

Counties and community service providers will receive a written report of monitoring findings in accordance with procedures established in Section 308 of the AAA Policies and Procedures Manual (7/1/03 and revised 10/1/09). Any areas of non-compliance will be addressed in a written corrective action plan with the community service provider.

9. Disputes and Appeals. Any dispute concerning a question of fact arising under this Agreement shall be identified to the designated grants administrator for the Area Agency. In accordance with Lead Regional Organization (LRO) policy, a written decision shall be promptly furnished to the designated grants administrator for the County.

The decision of the LRO is final unless within twenty (20) days of receipt of such decision the Chairman of the Board of Commissioners furnishes a written request for appeal to the Director of the North Carolina Division of Aging and Adult Services, with a copy sent to the Area Agency. The request for appeal shall state the exact nature of the complaint. The Division of Aging and Adult Services will inform the Chairman of the Board of Commissioners of its appeal procedures and will inform the Area Agency that an appeal has been filed. Procedures thereafter will be determined by the appeals process of the Division of Aging and Adult Services. The state agency address is as follows:

Director
North Carolina Division of Aging and Adult Services
2101 Mail Service Center
693 Palmer Drive
Raleigh, North Carolina 27699-2101

10. Termination for Cause. If through any cause, the County shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or the County has or shall violate any of the covenants, agreements, representations or stipulations of this Agreement, the Area Agency shall have the right to terminate this Agreement by giving the Chairman of the Board of Commissioners written notice of such termination no fewer than fifteen (15) days prior to the effective date of termination. In such event, all finished documents and other materials collected or produced under this Agreement shall at the option of the Area Agency, become its property. The County shall be entitled to receive just and equitable compensation for any work satisfactorily performed under this Agreement.
11. Audit. The County agrees to have an annual independent audit in accordance with North Carolina General Statutes, North Carolina Local Government Commission requirements, Division of Aging and Adult Services Program Audit Guide for Aging Services and Federal Office of Budget and Management (OMB) Circular A-133.

Community service providers, as specified in paragraph one (1), who are not units of local government or otherwise subject to the audit and other reporting requirements of the Local Government Commission are subject to audit and fiscal reporting requirements, as stated in NC General Statute 143C-6-22 and 23 and OMB Circular A-133, where applicable. Applicable community service providers must send a copy of their year-end financial statements, and any required audit, to the Area Agency on Aging. Home and Community Care Block Grant providers are not required to submit Activities and Accomplishments Reports. For-profit corporations are not subject to the requirements of OMB Circular A-133, but are subject to NC General Statute 143C-6-22 and 23 and Yellow Book audit requirements, where applicable. **Federal funds** may not be used to pay for a **Single or Yellow Book audit** unless it a federal requirement. **State funds** will not be used to pay for a **Single or Yellow Book audit** if the provider receives less than \$500,000 in state funds. The Department of Health and Human

Services will provide confirmation of federal and state expenditures at the close of the state fiscal year. Information on audit and fiscal reporting requirements can be found at <https://www.ncgrants.gov/NCGrants/PublicReportsRegulations.jsp>.

The following provides a summary of reporting requirements under NCGS 143C-6-22 and 23 and OMB Circular A-133 based upon funding received and expended during the service provider's fiscal year.

<u>Annual Expenditures</u>	<u>Report Required to AAA</u>	<u>Allowable Cost for Reporting</u>
<ul style="list-style-type: none"> Less than \$25,000 in State or Federal funds 	Certification form and State Grants Compliance Reporting <\$25,000 (item # 11, Activities and Accomplishments does <u>not</u> have to be completed) OR Audited Financial Statements in Compliance with GAO/GAS (i.e. Yellow Book)	N/A
Greater than \$25,000 and less than \$500,000 in State or Federal Funds	Certification form and Schedule of Grantee Receipts >\$25,000 and Schedule of Receipts and Expenditures OR Audited Financial Statements in Compliance with GAO/GAS (i.e. Yellow Book)	N/A
<ul style="list-style-type: none"> \$500,00+ in State funds <u>and</u> Federal pass through in an amount less than \$500,000 	Audited Financial Statement in compliance with GAO/GAS (i.e. Yellow Book)	May use State funds, but <u>not</u> Federal Funds
<ul style="list-style-type: none"> \$500,000+ in State funds <u>and</u> \$500,000+ in Federal pass through funds (i.e. at least \$1,000,000) 	Audited Financial Statement in compliance with OMB Circular A-133 (i.e. Single Audit)	May use State and Federal funds
<ul style="list-style-type: none"> Less than \$500,000 in State funds <u>and</u> \$500,000+ in Federal pass through funds 	Audited Financial Statement in compliance with OMB Circular A-133 (i.e. Single Audit)	May use Federal funds, but <u>not</u> State funds.

12. Audit/Assessment Resolutions and Disallowed Cost. It is further understood that the community service providers are responsible to the Area Agency for clarifying any audit exceptions that may arise from any Area Agency assessment, county or community service provider single or financial audit, or audits conducted by the State or Federal Governments. In the event that the Area Agency or the Department of Health and Human Services disallows any expenditure made by the community service provider for any reason, the County shall promptly repay such funds to the Area Agency once any final appeal is exhausted in accordance with paragraph nine (9). The only exceptions are if the Area Agency on Aging is designated as a community service provider through the County Funding Plan or, if as a part of a procurement process, the Area Agency on Aging enters into a contractual agreement for service provision with a provider which is in addition to the required County Funding Plan formats. In these exceptions, the Area Agency is responsible for any disallowed costs. The County or Area Agency on Aging can recoup any required payback from the community service provider in the event that payback is due to a community service provider's failure to meet OMB Circular A-122 requirements, requirements of A-110, requirements of 45CFR, Part 1321, and 45CFR, Part 92, or state eligibility requirements as specified in policy.
13. Indemnity. The County agrees to indemnify and save harmless the Area Agency, its agents, and employees from and against and all loss, cost, damages, expenses, and liability arising out of performance under this Agreement to the extent of errors or omissions of the County.
14. Equal Employment Opportunity and Americans With Disabilities Act Compliance. Both the County and community service providers, as identified in paragraph one (1), shall comply with all federal and state laws relating to equal employment opportunity and accommodation for disability.
15. Data to be Furnished to the County. All information which is existing, readily available to the Area Agency without cost and reasonably necessary, as determined by the Area Agency's staff, for the performance of this Agreement by the County shall be furnished to the County and community service providers without charge by the Area Agency. The Area Agency, its agents and employees, shall fully cooperate, with the County in the performance of the County's duties under this Agreement.
16. Rights in Documents, Materials and Data Produced. The County and community service providers agree that at the discretion of the Area Agency, all reports and other data prepared by or for it under the terms of this Agreement shall be delivered to, become and remain, the property of the Area Agency upon termination or completion of the work. Both the Area Agency and the County shall have the right to use same without restriction or limitation and without compensation to the other. For the purposes of this Agreement, "data" includes

writings, sound recordings, or other graphic representations, and works of similar nature. No reports or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the County.

17. Interest of the Board of Commissioners. The Board of Commissioners covenants that neither the Board of Commissioners nor its agents or employees presently has an interest, nor shall acquire an interest, direct or indirect, which conflicts in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the service hereunder in an impartial and unbiased manner.
18. Interest of Members of the Area Agency, Lead Regional Organization, and Others. No officer, member or employee of the Area Agency or Lead Regional Organization, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decisions relating to this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; nor shall any such persons have any interest, direct or indirect, in this Agreement or the proceeds arising there from.
19. Officials not to Benefit. No member of or delegate to the Congress of the United States of America, resident Commissioner or employee of the United States Government, shall be entitled to any share or part of this Agreement or any benefits to arise here from.
20. Prohibition Against Use of Funds to Influence Legislation. No part of any funds under this Agreement shall be used to pay the salary or expenses of any employee or agent acting on behalf of the County to engage in any activity designed to influence legislation or appropriations pending before Congress.

21. Applicable Law. This Agreement is executed and is to be performed in the State of North Carolina, and all questions of interpretation and construction shall be construed by the laws of such State.

In witness whereof, the Area Agency and the County have executed this Agreement as of the day first written above.

Sampson County

Attest:

_____ By: _____
Chairman, Board of Commissioners

Area Agency

Attest:

Blenda A. Dwyer By: [Signature]
Area Agency Director Executive Director,
Lead Regional Organization

Provision for payment of the monies to fall due under this Agreement within the current fiscal year have been made by appropriation duly authorized as required by the Local Government Budget and Fiscal Control Act.

BY: [Signature]
FINANCE OFFICER, Lead Regional Organization

Jesse Riggs

SAMPSON County
NC DPS - Community Programs - County Funding Allocation

Available Funds: \$ \$168,092 Local Match: \$ \$31,150 Rate: 10%

A Program Agreement Form for each program listed below is included as an attachment to the Community Prevention and Intervention Plan.

#	Program Provider	DPS Funding	LOCAL FUNDING		OTHER	OTHER	Total	% Non-DPS Program Revenues
			Local Cash Match	Local In-Kind	State/Federal	Funds		
1	Juvenile Court Psychological Services	\$12,000		\$1,900			\$13,900	14%
2	SC 4-H Juvenile Restitution/Teen Court	\$77,574		\$15,850			\$93,424	17%
3	Structured Day Program	\$72,018		\$13,400			\$85,418	16%
4	JCPC Administration	\$6,500					\$6,500	0%
5							\$0	#DIV/0!
6							\$0	#DIV/0!
7							\$0	#DIV/0!
8							\$0	#DIV/0!
9							\$0	#DIV/0!
10							\$0	#DIV/0!
11							\$0	#DIV/0!
12							\$0	#DIV/0!
13							\$0	#DIV/0!
14							\$0	#DIV/0!
15							\$0	#DIV/0!
16							\$0	#DIV/0!
17							\$0	#DIV/0!
18							\$0	#DIV/0!
TOTALS:		\$168,092	\$0	\$31,150	\$0	\$0	\$199,242	16%

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 2013-2014.

Thomas L. Buchanan 6-17-2013
 Chairperson, Juvenile Crime Prevention Council (Date)

 Chairperson, Board of County Commissioners (Date)

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. Attach Line Item Budget Information and Budget Narrative sheets detailing the expenditure budget. The JCPC Certification must be received by June 30, 2013.

**JCPC Administrative Funds
SOURCES OF REVENUE**

DPS JCPC	_____	\$6500
Local	_____	
Other	_____	
Total	_____	\$6500

Glenn L. Buchanan

JCPC Chairperson

6-17-2013

Date

Chairman, Board of County Commissioners

Date

Authorizing Official, DPS

Date

CLINTON CITY SCHOOLS
BUDGET AMENDMENT

NUMBER: 2

FUND: State Public School Fund

The Clinton City Board of Education at a meeting on the **13th Day of June 2013**,
passed the following resolution:

Be it resolved that the following amendments be made to the Budget Resolution for the
fiscal year ending June 30, 2013.

SEE ATTACHED LISTING

Total appropriation in current budget	\$ <u>17,120,991.00</u>
Total increase/decrease of amendment	\$ <u>20,423.00</u>
Total appropriation in amended budget	\$ <u>17,141,414.00</u>

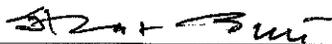
Passed by majority vote of the Clinton City
Board of Education on the **13th Day of
June 2013**.

We, the Board of County Commissioners of
Sampson County, hereby approve the
changes in the Clinton City School Budget
as indicated above and have made entry of
changes in the minutes of said Board this
_____ day of _____ 2013.



Chairman,
Board of Education

Chairman,
Board of County Commissioners



Secretary,
Board of Education

Secretary,
Board of County Commissioners

BUDGET AMENDMENT

Code	Description	Increase	Decrease
1.5110.001.125.000.000.00	SALARY - NEW TEACHER ORIENTATION	\$5,054.00	
1.5110.003.162.000.000.00	SUBSTITUTE PAY- CERTIFIED	\$1,324.00	
1.5110.003.211.000.000.00	EMPLOYER'S SOC. SEC. COST	\$101.00	
1.5110.061.411.308.308.00	INSTRUCTIONAL SUPPLIES	\$1,595.00	
1.5110.015.462.000.000.00	PURCHASE OF NON CAP. COMPUTER EQUIPMENT	\$24.00	
1.3100.000.000.000.000.00	ALLOC-STATE PUBLIC SCH	\$8,098.00	
	New Teacher Orientation, Sub. Reimbursement ABC Transfer for Textbooks.		
1.5110.001.121.000.000.00	SALARY- TEACHER		\$6,418.00
1.3100.000.000.000.000.00	ALLOC-STATE PUBLIC SCH		\$6,418.00
	NCVPS Sure-up		
1.5110.015.462.000.000.00	LEASE/PURCHASE OF NON-CAPITALIZED EQUIP.	\$41.00	
1.3100.000.000.000.000.00	ALLOC-STATE PUBLIC SCH	\$41.00	
	Interest		
1.5110.003.162.000.000.00	SUBSTITUTE PAY- CERTIFIED	\$2,005.00	
1.5110.061.411.000.000.00	INSTRUCTIONAL SUPPLIES	\$726.00	
1.3100.000.000.000.000.00	ALLOC-STATE PUBLIC SCH	\$2,731.00	
	January Sub. Pay & ABC Transfers		
1.5110.003.162.000.000.00	SUBSTITUTE PAY- CERTIFIED	\$1,243.00	
1.5110.061.411.000.000.00	INSTRUCTIONAL SUPPLIES	\$1,361.00	
1.3100.000.000.000.000.00	ALLOC-STATE PUBLIC SCH	\$2,604.00	
	February Sub. Pay and Textbook Transfer		
1.3100.000.000.000.000.00	ALLOC-STATE PUBLIC SCH	\$12,516.00	
1.5110.003.162.000.000.00	SUBSTITUTE PAY- CERTIFIED	\$1,450.00	
1.5110.025.411.000.000.00	Supplies and Materials	\$2,718.00	
1.5210.063.142.304.000.00	SALARY-TEACHER ASSISTANT	\$7,754.00	
1.5210.063.211.304.000.00	FICA	\$594.00	
	March Sub., Indian Gaming, EC Special Needs		
1.5110.015.462.000.000.00	PURCHASE OF NON CAP. COMPUTER EQUIPMENT	\$1.00	
1.3100.000.000.000.000.00	ALLOC-STATE PUBLIC SCH	\$1.00	
	Interest allocation		
1.5110.003.162.000.000.00	SUBSTITUTE PAY- CERTIFIED	\$850.00	
1.3100.000.000.000.000.00	ALLOC-STATE PUBLIC SCH	\$850.00	
	April Substitute Reimbursement		

CLINTON CITY SCHOOLS
BUDGET AMENDMENT

NUMBER: 2

FUND: Current Expense Fund

The Clinton City Board of Education at a meeting on the, **13th Day June 2013**
passed the following resolution:

Be it resolved that the following amendments be made to the Budget Resolution for the
fiscal year ending June 30, 2013.

SEE ATTACHED LISTING

Total appropriation in current budget	\$ <u>5,067,033.00</u>
Total increase/decrease of amendment	\$ <u>17,500.00</u>
Total appropriation in amended budget	\$ <u>5,084,533.00</u>

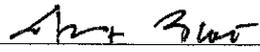
Passed by majority vote of the Clinton City
Board of Education on the **13th Day of
June 2013.**

We, the Board of County Commissioners of
Sampson County, hereby approve the _
changes in the Clinton City School Budget
as indicated above and have made entry of
changes in the minutes of said Board this
_____ day of _____ 2013.



Chairman,
Board of Education

Chairman,
Board of County Commissioners



Secretary,
Board of Education

Secretary,
Board of County Commissioners

BUDGET AMENDMENT

Code	Description	Increase	Decrease
2.5110.061.411.316.316.00	INSTRUCTIONAL SUPPLIES	\$1,500.00	
2.5110.061.411.304.304.00	INSTRUCTIONAL SUPPLIES	\$1,500.00	
2.5110.061.411.330.330.00	INSTRUCTIONAL SUPPLIES	\$1,500.00	
2.5110.061.411.320.320.00	INSTRUCTIONAL SUPPLIES	\$1,500.00	
2.5110.061.411.308.308.00	INSTRUCTIONAL SUPPLIES	\$1,500.00	
2.4910.000.000.000.000.00	FUND BALANCE APPROPRIATED	\$7,500.00	
	School Instructional Allocation		
2.4430.000.000.000.000.00	CONTRIBUTIONS AND DONATIONS	\$10,000.00	
2.5110.061.411.316.316.00	INSTRUCTIONAL SUPPLIES	\$10,000.00	
	PTSO Contribution to Kerr School		

CLINTON CITY SCHOOLS
BUDGET AMENDMENT

NUMBER: 2

FUND: Federal Programs Fund

The Clinton City Board of Education at a meeting on the **13th Day of June 2013**,
passed the following resolution:

Be it resolved that the following amendments be made to the Budget Resolution for the
fiscal year ending June 30, 2013.

SEE ATTACHED LISTING

Total appropriation in current budget	\$ <u>2,468,972.97</u>
Total increase/decrease of amendment	\$ <u>105,769.22</u>
Total appropriation in amended budget	\$ <u>2,574,742.19</u>

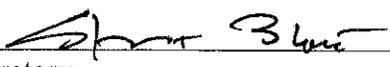
Passed by majority vote of the Clinton City
Board of Education on the **13th Day of
June 2013**.

We, the Board of County Commissioners of
Sampson County, hereby approve the
changes in the Clinton City School Budget
as indicated above and have made entry of
changes in the minutes of said Board this
_____ day of _____ 2013.



Chairman,
Board of Education

Chairman,
Board of County Commissioners



Secretary,
Board of Education

Secretary,
Board of County Commissioners

BUDGET AMENDMENT

Code	Description	Increase	Decrease
3.5110.070.411.000.000.00	REGULAR CURRICULAR-SUPPLIES & MATERIALS		\$1,300.00
3.5110.070.462.000.000.00	Purchase of Non-Capitalized Computer Equipmer	\$1,300.00	
	Purchase of Computer Equipment		
3.3600.110.000.000.000.00	TITLE IV-21ST CENTURY COMM LEARNING CTR	\$97,658.00	
3.5350.110.184.000.000.00	EXTENDED DAY/YEAR INSTR-LONGEVITY PAY	\$835.00	
3.5350.110.198.000.000.00	EXTENDED DAY/YR. INST. - TUTOR	\$61,936.47	
3.5350.110.199.000.000.00	OVERTIME PAY	\$200.00	
3.5350.110.211.000.000.00	SOCIAL SECURITY	\$4,817.32	
3.5350.110.221.000.000.00	RETIREMENT	\$147.28	
3.5350.110.311.000.000.00	EXTENDED DAY/YR INSTR-CONTRACTED SVCS	\$3,850.00	
3.5350.110.312.000.000.00	EXTEND DAY/YR INSTR-WORKSHOP EXP/TRAVEL	\$1,750.00	
3.5350.110.332.000.000.00	EXT DAY/YR INSTR-TRAVEL REIMBURSEMENT	\$550.00	
3.5350.110.333.000.000.00	EXTENDED DAY/YR INSTR-FIELD TRIPS	\$1,066.00	
3.5350.110.411.000.000.00	EXTENDED DAY/YR INSTR-SUPPLIES/MATERIALS	\$14,413.82	
3.5350.110.418.000.000.00	EXTENDED DAY/YR INSTR-SOFTWARE/SUPPLIES	\$500.00	
3.6550.110.311.000.000.00	CONTRACTED TRANSPORTATION	\$7,592.11	
	Budget final allocation of funds		
3.3600.050.000.000.000.00	IASA TITLE I-LEA BASIC PROGRAM	\$5,716.00	
3.5330.050.411.000.000.00	INSTRUCTIONAL SUPPLIES	\$5,716.00	
3.3600.103.000.000.000.00	TITLE II-IMPROVING TEACHER QUALITY	\$1,075.22	
3.5110.103.181.000.000.00	SALARY - SUPPLEMENTS	\$881.62	
3.5110.103.211.000.000.00	EMPLOYER'S SOCIAL SECURITY COST-REGULAR	\$67.44	
3.5110.103.221.000.000.00	EMPLOYER'S RETIREMENT COST-REGULAR	\$126.16	
	Budget additional allocation of funds		
3.3600.119.000.000.000.00	IDEA Targeted Assistance	\$1,320.00	
3.5230.119.312.000.777.00	Workshop Expense-NC Inclusion	\$781.00	
3.5230.119.411.000.777.00	Supplies & Materials-NC Inclusion	\$539.00	
	PreK-EC Expenses		

CLINTON CITY SCHOOLS
BUDGET AMENDMENT

NUMBER: 2

FUND: Special Revenue Fund

The Clinton City Board of Education at a meeting on the **13th Day of June 2013**,
passed the following resolution:

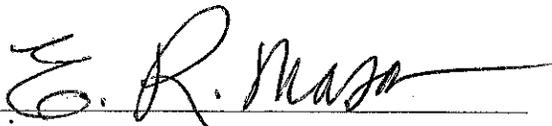
Be it resolved that the following amendments be made to the Budget Resolution for the
fiscal year ending June 30, 2013.

SEE ATTACHED LISTING

Total appropriation in current budget	\$ <u>779,204.00</u>
Total increase/decrease of amendment	\$ <u>34,011.12</u>
Total appropriation in amended budget	\$ <u>813,215.12</u>

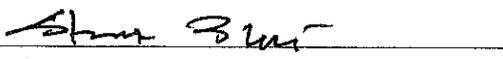
Passed by majority vote of the Clinton City
Board of Education on the **13th Day of
June 2013**.

We, the Board of County Commissioners of
Sampson County, hereby approve the
changes in the Clinton City School Budget
as indicated above and have made entry of
changes in the minutes of said Board this
_____ day of _____ 2013.



Chairman,
Board of Education

Chairman,
Board of County Commissioners



Secretary,
Board of Education

Secretary,
Board of County Commissioners

BUDGET AMENDMENT

Code	Description	Increase	Decrease
8.5501.840.461.308.308.02	SOCCER-EQUIPMENT-INVENTORIED	\$11,008.63	
8.4430.840.000.308.308.00	CONTRIBUTIONS AND DONATIONS	\$11,008.63	
	CHS Soccer Scoreboard		
8.5501.840.411.308.308.00	SUPPLIES AND MATERIALS	\$5,000.00	
8.6530.802.321.000.000.00	ELECTRIC SERVICE		\$5,000.00
	Correct Budget for CHS Athletics		
8.5501.840.411.320.320.00	SUPPLIES AND MATERIALS	\$5,000.00	
8.4433.840.000.320.320.00	SMS ATHLETIC REVENUE	\$5,000.00	
	Budget Gate Receipts for Operations		
8.4433.840.000.320.320.00	SMS ATHLETIC REVENUE	\$4,000.00	
8.5501.840.411.320.320.00	SUPPLIES AND MATERIALS	\$4,000.00	
	SMS Athletic Revenue		
8.5501.840.461.308.308.02	SOCCER-EQUIPMENT-INVENTORIED	\$8,296.17	
8.4910.000.000.000.000.00	FUND BALANCE APPROPRIATED	\$8,296.17	
	Budget Donated Funds -CHS Soccer Scoreboard		
8.5110.505.333.320.320.00	Field Trip	\$2,709.00	
8.4430.000.000.000.000.00	CONTRIBUTIONS AND DONATIONS	\$2,709.00	
	Simple Gifts Funds- Soul Surfers		
8.5110.505.332.320.320.00	Travel	\$2,997.32	
8.4430.000.000.000.000.00	CONTRIBUTIONS AND DONATIONS	\$2,997.32	
	Simple Gifts-Were off to D.C.		

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 4

Meeting Date: July 1, 2013

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

INFORMATION ONLY

The following selected items are available for your review. Please contact the County Manager's Office if you wish to have additional information on any of the following.

- a. Miscellaneous Counties Resolutions Regarding Legislative Issues (Harnett)

**RESOLUTION SUPPORTING SENATE BILL 236
AUTHORIZING COUNTIES TO ASSUME THE RESPONSIBILITIES
FOR SCHOOL CONSTRUCTION**

WHEREAS, Senate Bill 236, AN ACT AUTHORIZING COUNTIES TO ASSUME RESPONSIBILITY FOR CONSTRUCTION, IMPROVEMENT, OWNERSHIP, AND ACQUISITION OF PUBLIC SCHOOL PROPERTY, was filed in the North Carolina Senate March 7, 2013.

WHEREAS, Senate Bill 236 passed its first reading in the North Carolina Senate on March 11, 2013.

WHEREAS, Senate Bill 236 passed its second reading in the North Carolina Senate on May 15, 2013.

WHEREAS, Senate Bill 236 passed its third reading in the North Carolina Senate on May 15, 2013.

WHEREAS, Senate Bill 236 was sent to the North Carolina House of Representatives on May 16, 2013.

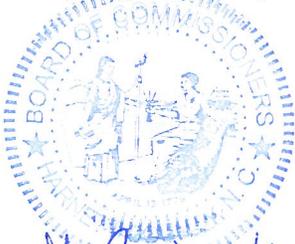
WHEREAS, Senate Bill 236 passed its first reading in the North Carolina House on May 20, 2013.

WHEREAS, this local act legislation would allow the following counties to be responsible for the Construction, Improvement, Ownership and Acquisition of Public School Property: Beaufort, Dare, Guilford, Harnett, Lee, Rockingham, Rowan and Wake Counties.

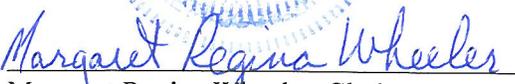
NOW, THEREFORE BE IT RESOLVED, the Harnett County Board of Commissioners supports Senate Bill 236 to give Counties the option to be responsible for the construction, improvement, ownership and acquisition of public school property,

BE IT FURTHER RESOLVED, the Harnett County Board of Commissioners encourages the North Carolina Legislature to enact this legislation as soon as practical within the current legislative session.

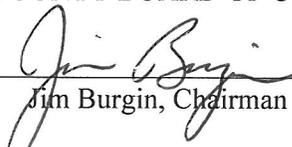
Adopted this 17th Day of June, 2013.



Attest:


Margaret Regina Wheeler, Clerk

HARNETT COUNTY BOARD OF COMMISSIONERS


Jim Burgin, Chairman

POLICIES AND PROCEDURES REGARDING PUBLIC COMMENT

A period reserved for comments from the public on topics not otherwise included on that evening's agenda will be included as an item of business on all agendas of regularly-scheduled Board of Commissioners meetings and shall be deemed the "Public Comment" segment of the agenda. The Public Comment segment of the agenda will be placed at the end of the agenda, following the conclusion of all other open session business.

As with Public Hearings, the Chair (or presiding officer) will determine and announce limits on speakers at the start of the Public Comment period. Generally, each speaker will be allocated five (5) minutes. **Speakers may not allocate their time to another speaker.** The Chairman (or presiding officer) may, at his discretion, decrease this time allocation, if the number of persons wishing to speak would unduly prolong the meeting.

The Public Comment period shall not exceed a total of thirty (30) minutes unless the Board entertains a successful majority vote to extend this period.

An individual wishing to address the Board during the Public Comment period shall register with the Clerk to the Board prior to the opening of the meeting by signing his or her name, address and a short description of his or her topic on a sign-up sheet stationed in the lobby of the County Auditorium.

If time allows, those who fail to register before the meeting may speak during the Public Comment period. These individuals will speak following those who registered in advance. At this time in the agenda, an individual should raise his or her hand and ask to be recognized by the Board Chair (or presiding officer); and then state his or her name, address and introduce the topic to be addressed.

Items of discussion during the Public Comment segment of the meeting will be only those appropriate to Open Meetings. Closed Meeting topics include, but are not limited to, such subjects as personnel, acquisition of real property, and information protected by the client-attorney privilege. Closed Meeting subjects will not be entertained.

Because subjects of Special and Emergency Meetings are often regulated by General Statutes, there will be no Public Comments segment reserved on agendas of these meetings; however, Special and Emergency Meetings are open for public attendance.

The Public Comments segment of the agenda is intended to provide a forum for the Board of Community to listen to citizens; **there shall be no expectation that the Board will answer impromptu questions.** However, Board members, through the presiding officer, may ask the speaker questions for clarification purposes. The Board will not take action on an item brought up during the Public Comments segment of the agenda and, when appropriate, items will be referred to the Manager or the proper Department Head.