



**SAMPSON COUNTY
BOARD OF COMMISSIONERS
MEETING AGENDA
October 7, 2013**

7:00 pm Convene Regular Meeting - County Auditorium

Invocation and Pledge of Allegiance
Approve Agenda as Published

Tab 1 Roads

- a. Monthly Report on Secondary Roads Projects
- b. Request for Addition of Roads in Mill Ridge Subdivision (Mill Ridge Court, Waterwheel Lane and Race Court) to State Secondary Roads System 1 - 8

Tab 2 Planning & Zoning

9 - 25

- a. RZ-9-13-1 Request to Rezone 1.38 Acres located at 4590 Hobbton Highway from RA-Residential Agriculture to C-Commercial
- b. RZ-9-13-2 Request to Rezone .46 Acres located at 424 Cedar Lake Lane from RA-Residential Agriculture to R-Residential
- c. RZ-9-13-3 Request to Rezone 31.26 Acres along Autry Highway and Boren Brick Road from RA-Residential Agriculture to I-Industrial
- d. TA-9-13-1 Request to Amend Section 3 of the Sampson County Zoning Ordinance to Include 3.4 Conditional Zoning Districts
- e. TA-9-13-2 Request to Amend Section 11.2.B of the Sampson County Zoning Ordinance to Include Language Addressing Applications for Condition Zoning District Map Amendments

Tab 3 Reports & Recognitions

- a. Recognition of Cooperative Extension Staff for Achievement Awards 26 - 33

Tab 4 Action Items

- a. Public Hearing - Rural Operating Assistance Program Grant Funds 34 - 45
- b. Public Hearing - Naming of Private Roads 46 - 48
- c. Consideration of Draft Animal Control Ordinance 49
- d. Consideration of Amendment to Medicaid Transportation Contract with Enroute Transportation 50 - 52
- e. Consideration of Request for School Roof Repair Funding 53 - 66
- f. Appointments 67
 - Workforce Development Commission

Tab 5	Consent Agenda	68
a.	Approve the minutes of the June 10, 2013 and September 24, 2013 meetings	69 - 82
b.	Adopt a resolution proclaiming October as Breast Cancer Awareness Month	83
c.	Schedule a public hearing regarding closeout of 2010 Community Development Block Grant Program for Monday, November 4, 2013	84
d.	Approve the Agreement between Johnston Community College and Sampson County EMS for clinical affiliation/field internships	85 - 90
e.	Approve the Ordinance to Prohibit Smoking and the Use of Other Tobacco Products in County Buildings and Vehicles (see also information provided regarding adoption of ordinance when introduced)	91 - 94
f.	Approve the Memorandum of Understanding between the County of Sampson and Waste Industries, LLC for extension of the contract for solid waste collection	95
g.	Approve amendments to the Records Retention Schedules for County Management, Tax Administration and Register of Deeds pursuant to NC Department of Cultural Resources	96 - 109
h.	Approve the renewal of the contracts for the Mt. Gilead container site	110 - 113
i.	Approve execution of the Grantee Acknowledgements and Grant Agreements between the County and Golden Leaf Foundation for Project Trio and Project Triumph	114 - 129
j.	Approve disabled veterans tax exclusion applications from Forrest C. Tyler and Stephen Joel Carlson	130 - 135
k.	Approve tax refunds	136 - 143
l.	Approve budget amendments	144 - 152
Tab 6	Board Information	153
a.	Friends of Sampson County Waterways Request for Support of Wildlife Access Ramp to be Included with NC 24 Project; Support Letters from Chamber of Commerce and Senator Brent Jackson	154 - 156
	County Manager Reports	
Tab 7	Public Comment Period (See policies and procedures in agenda.)	157
	Closed Session Pursuant to GS 143-318.11(a)(6) - Annual Evaluation for County Manager	
	Adjournment	

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 1 (b)

Meeting Date: October 7, 2013	<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
	<input checked="" type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
	<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue

SUBJECT: Roads – Request for Addition of Roads in Mill Ridge Subdivision (Mill Ridge Court, Waterwheel Lane and Race Court) to State Secondary Roads System

DEPARTMENT: Department of Transportation

PUBLIC HEARING: No

CONTACT PERSON: Keith Eason, Highway Engineer

PURPOSE: Consider request for addition of private roads to State secondary roads system

ATTACHMENTS: Department of Transportation memo; NCDOT Petition Form; Maps; Resolution

BACKGROUND: The Department of Transportation has provided the Board with a proposed resolution for consideration. The resolution requests that the Department add the roads of the Mill Ridge Subdivision (Mill Ridge Court, Waterwheel Lane and Race Court) to the State secondary road system. The District Office has completed a field survey which indicates that all property owners have signed the petition. According to the memo received from NCDOT, they are prepared to add the roads if the Board adopts the necessary resolution.

RECOMMENDED
ACTION OR MOTION: Adopt resolution requesting addition of roads in Mill Ridge Subdivision (Mill Ridge Court, Waterwheel Lane and Race Court) to State Secondary Roads System



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

PATRICK L. MCCRORY
GOVERNOR

ANTHONY J. TATA
SECRETARY



September 18, 2013

DIVISION 3, DISTRICT 2
Duplin /Sampson County

Dear Ms. Holder:

This office has completed the investigation of Mill Ridge Court, Waterwheel Lane and Race Court in The Mill Ridge Subdivision located off of SR#1446 in Sampson County. We received a request that this road be added to the State System for maintenance.

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

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

If you have any questions or concerns please call me at (910) 592-6174.

Sincerely,

Robert Butler
Assistant District Engineer

REB/reb

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

North Carolina

County: Sampson

Road Description: Mill Ridge Subdivision - Mill Ridge Court, Waterwheel Lane, Race Court

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

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

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

CERTIFICATE

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

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

Official Seal

Clerk, Board of Commissioners
County: _____

PLEASE NOTE:

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

7/9/2013

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PETITION FOR ROAD ADDITION
FORM SR-1 REVISED Jan-2010

ROADWAY INFORMATION: (Please Print)

County: SAMPSON Road Name: MILL RIDGE COURT 600 FT (Back)
(Please list additional street names and lengths on the back of this form.)
Subdivision Name: MILL RIDGE Length (miles): 2300' .43 miles
Number of occupied homes having street frontage: 11
Location: 0.5 miles (N) S E W of the intersection of Route US 13 and Route 1446 ADJ. MILL RD
(Circle one) (SR, NC or US) (SR, NC or US)
We, the undersigned, being property owners and/or developer of MILL RIDGE in
SAMPSON County, do hereby request the Division of Highways to add the above described
road.

CONTACT PERSON: Name and Address of First Petitioner. (Please Print)

Name: Roy V. Tew III Phone Number: 919-820-5312
Street Address: 501 S. LAYTON AVE DUNN NC 28334
Mailing Address: PO Box 1308 DUNN NC 28335

NAME

PROPERTY OWNERS
MAILING ADDRESS

TELEPHONE

516 Roy Tew III PO Box 1308 DUNN NC 28335 919-820-5312
Roy V Tew III

INSTRUCTIONS FOR COMPLETING PETITION:

1. Complete Information Section
2. Identify Contact Person (This person serves as spokesperson for petitioner(s)).
3. Attach Two (2) copies of recorded subdivision plat or property deeds, which refer to candidate road.
4. Adjoining property owners and/or the developer may submit a petition. Subdivision roads with prior NCDOT review and approval only require the developer's signature.
5. If submitted by the developer, encroachment agreements from all utilities located within the right of way shall be submitted with the petition for Road addition. However, construction plans may not be required at this time.
6. Submit to District Engineer's Office.

Form SR-1

FOR NCDOT USE ONLY: Please check the appropriate block

☐ Rural Road ☐ Subdivision established prior to October 1, 1975 ☒ Subdivision established after October 1, 1975

REQUIREMENTS FOR ADDITION

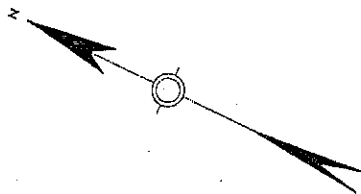
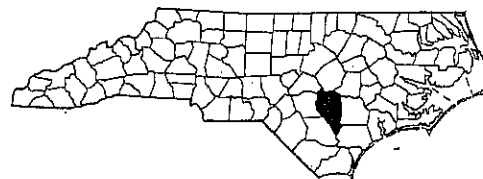
If this road meets the requirements necessary for addition, we agree to grant the Department of Transportation a right-of-way of the necessary width to construct the road to the minimum construction standards of the NCDOT. This right-of-way will extend the entire length of the road that is requested to be added to the state maintained system and will include the necessary areas outside of the right-of-way for cut and fill slopes and drainage. Also, we agree to dedicate additional right-of-way at intersections for sight distance and design purposes and to execute said right-of-way agreement forms that will be submitted to us by representatives of the NCDOT. The right-of-way shall be cleared at no expense to the NCDOT, which includes the removal of utilities, fences, other obstructions, etc.

General Statute 136-102.6 states that any subdivision recorded on or after October 1, 1975, must be built in accordance with NCDOT standards in order to be eligible for addition to the State Road System.

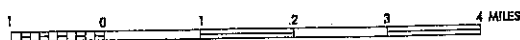
<u>ROAD NAME</u>	<u>HOMES</u>	<u>LENGTH</u>	<u>ROAD NAME</u>	<u>HOMES</u>	<u>LENGTH</u>
MILL RIDGE CT		0.12 mil			
WATERWHEEL LN (5)		0.14 mil			
RACE CT (6)		0.16 mil			

NORTH CAROLINA

IN COOPERATION WITH THE
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION



SCALE



licer of Sampson
i certification is affixed

I hereby certify that I am the owner of the property shown and described hereon,
which is located in the subdivision jurisdiction of the County of Sampson, and
dedicate all streets, alleys, walks, parks, and other sites and easements to public
or private use as noted.

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9/11/2013 Roy V Tew III
Date Owner

nd recorded
5

MINIMUM SETBACK REQUIREMENT

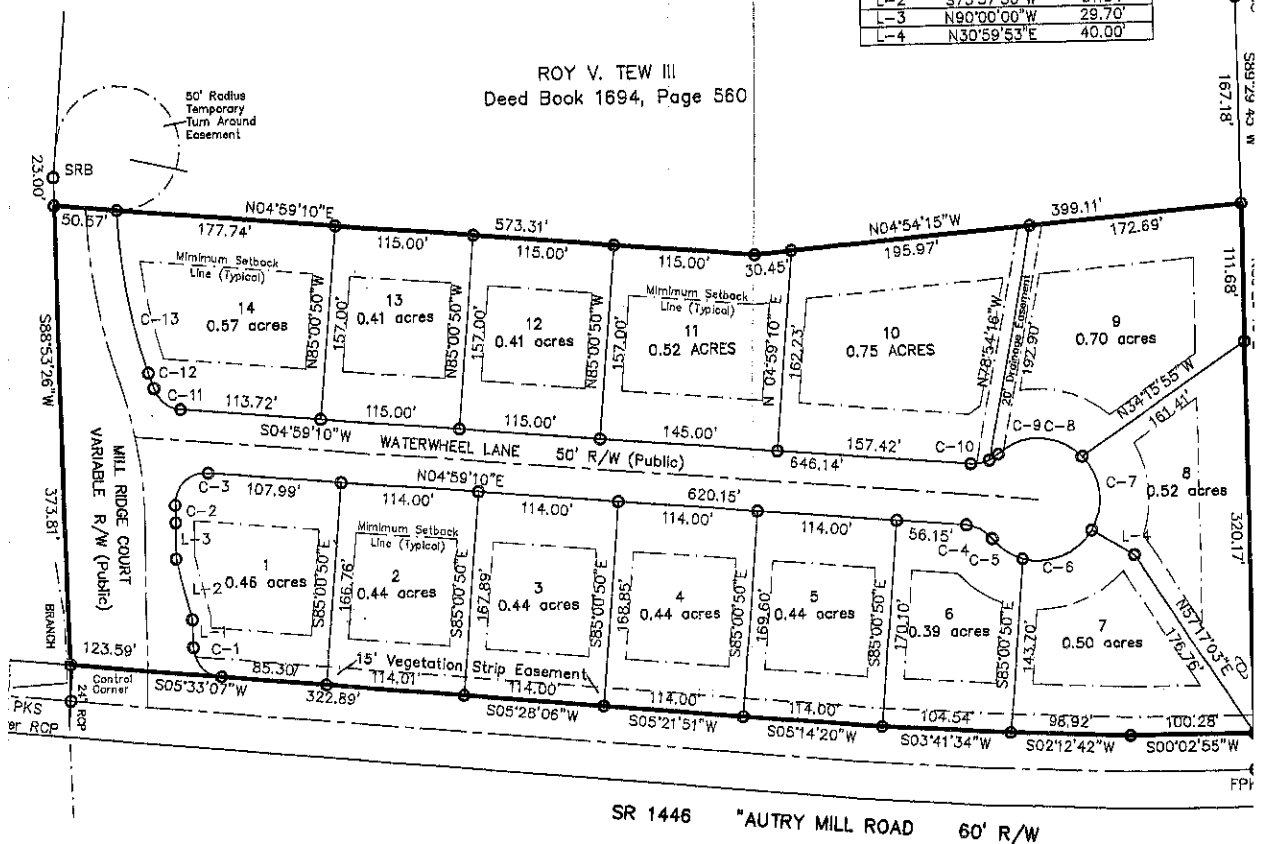
Front -----40'
Side-----15'
Rear-----40'

0.01207, 0.044

Order of Roads

LINE	DIRECTION	DISTANCE
L-1	N90°00'00"W	22.65'
L-2	S75°57'50"W	51.54'
L-3	N90°00'00"W	29.70'
L-4	N30°59'53"E	40.00'

ROY V. TEW III
Deed Book 1694, Page 560



DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
PROPOSED SUBDIVISION ROAD
CONSTRUCTION STANDARDS CERTIFICATION

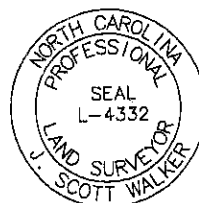
APPROVED: *[Signature]*
DISTRICT ENGINEER
9/12/13
DATE

er, certify that this plat was drawn
nder my supervision (deed description
at the ratio of precision as calculated
undaries not surveyed are shown
n map, that this plat was prepared
n my original signature, registration
#13.

[Signature]

Number

LAND SURVEYOR NO.4332, CERTIFY THAT THIS
AN EXISTING PARCEL OR PARCELS OF LAND AND
OR CHANGE AN EXISTING STREET.



CERTIFICATE of APPROVAL FOR RECORDING

I hereby certify that the subdivision plot shown hereon has been found to c
with the Subdivision Regulations of the County of Sampson, North Carolina
that this plat has been approved for recording in the Office of the Register
Deeds of Sampson County.

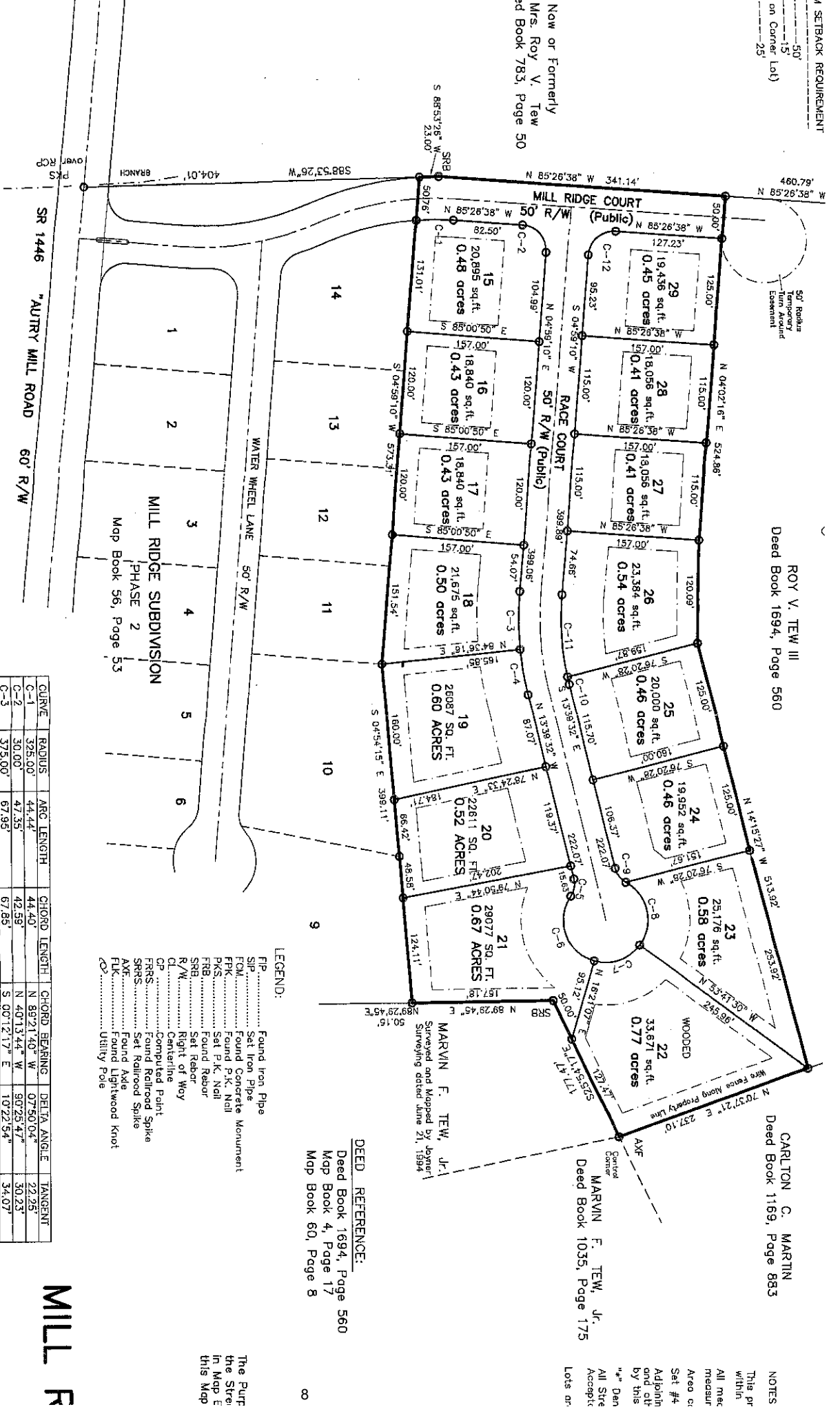
9-13-13
Date Administrator

50' SETBACK REQUIREMENT
 50' 15' 25'

ROY V. TEW III
 Deed Book 1694, Page 560

CARLTON C. MARTIN
 Deed Book 1169, Page 883

NOTES
 This pr
 within
 All me
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 Adjacin
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 All Ste
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 Lots or



DEED REFERENCE:
 Deed Book 1694, Page 560
 Map Book 4, Page 17
 Map Book 60, Page 8

LEGEND:

- PIP..... Found Iron Pipe
- FOU..... Found Concrete Monument
- PKS..... Found P.K. Nail
- FRB..... Found Rebar
- R/W..... Right of Way
- CP..... Centerline
- RRS..... Computed Point
- SPRS..... Found Railroad Spike
- AXF..... Set Railroad Spike
- FLK..... Found Lightwood Knot
- U..... Utility Pole

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
C-1	325.00'	44.44'	44.40'	N 89°21'40" W	07°50'04"	22.25'
C-2	30.00'	47.35'	42.58'	N 40°13'44" W	50°25'47"	30.23'
C-3	375.00'	67.95'	67.85'	S 00°12'17" E	10°22'54"	34.07'
C-4	375.00'	54.08'	54.04'	S 09°31'38" E	08°15'48"	27.09'
C-5	25.00'	21.03'	20.41'	N 10°26'09" E	48°11'23"	11.18'
C-6	50.00'	94.40'	80.89'	S 19°33'31" E	108°10'43"	69.05'
C-7	50.00'	61.12'	57.39'	N 71°19'49" E	70°02'37"	35.04'

MILL R
 R

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 2

Meeting Date: October 7, 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

BACKGROUND: a. RZ-9-13-1 Planning staff will review a request to rezone approximately 1.38 acres located at 4590 Hobbton 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.

 b. RZ-9-13-2 Planning staff will review a request to rezone approximately .46 acres located at 424 Cedar Lake Lane from RA-Residential to R-Residential. 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 this area is located within a portion of the County designated as a Residential Growth Area in Section 2 of the Plan; this section further identifies appropriate uses for this area would include primarily residential development.

 c. RZ-9-13-3 Planning staff will review a request to rezone approximately 31.26 acres located along Autry Highway and Boren Brick Road from RA-Residential Agriculture to I-Industrial. The Planning Board has heard certain findings of fact (as shown in attached documents) and determined that the request is

consistent with the goals and objectives of the Sampson County Land Use Plan due to the fact this property is located along a major thoroughfare where commercial development is encouraged.

- d. TA-9-13-1 Planning staff will review a request to amend Section 3 of the Sampson County Zoning Ordinance to include section 3.4 regarding Conditional Zoning Districts. The Planning Board has unanimously recommended approval of the text amendment, which is found in the attached materials.
- e. TA-9-13-2 Planning staff will review a request to amend section 11.2.B of the Sampson County Zoning Ordinance to include language which addresses applications for conditional zoning district map amendments. The Planning Board has unanimously recommended approval of the text amendment, which adds the statement: *Applications for conditional zoning district map amendments shall also be accompanied by a site specific plan and a written list and/or statement of any proposed restrictions or conditions on the use or development of the property.*

RECOMMENDED
ACTION OR MOTION:

- a. Motion to approve rezoning request RZ-9-13-1 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-9-13-1 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.*
- b. Motion to approve rezoning request RZ-9-13-2 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-9-13-2 is consistent with the goals and objectives of the Sampson County Land Use Plan for residential growth due to the fact this area is located within a portion of the County designated as a Residential Growth Area in Section 2 of the Sampson County Land Use Plan (Future Land Use Map). This section further identifies appropriate uses for this area would include primarily residential development.*
- c. Motion to approve rezoning request RZ-9-13-3 accepting the presented findings of fact and making the following consistency statement: *Whereas, in accordance with the provisions of North Carolina General Statute 153A-341, the Sampson County Board of Commissioners does hereby find and determine that the recommendation of the ordinance amendment RZ-9-13-3 is consistent with the goals and*

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

- d. Motion to approve TA-9-13-1 as recommended by the Planning Board.
- e. Motion to approve TA-9-13-2 as recommended by the Planning Board.

MEMORANDUM

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

To: Ed Causey, County Manager
From: Mary M. Rose, Planning Director
Subject: September 16, 2013 Sampson County Planning and Zoning Board Meeting -
County Board of Commissioners October 7, 2013 Agenda Item
Date: September 24, 2013

The following requests were addressed by the Planning and Zoning Board at their September 16, 2013 meeting:

RZ-9-13-1 - A rezoning request by Robert Thigpen to rezone approximately 1.38 acres located at 4590 Hobbton Highway 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. Robert Thigpen has signed the rezoning application as the owner of the property under consideration.
2. This rezoning will include approximately 1.38 acres as shown on the location map.
3. The property is currently zoned RA-Residential Agriculture. (see attached site map)
4. This property is located at 4590 Hobbton Highway. 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 and the property has been posted.

Zoning Consistency Statement:

Whereas, in accordance with the provisions of North Carolina General Statute 153A-341, the Sampson County Planning Board does hereby find and determine that the recommendation of the ordinance amendment RZ-9-13-1 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.

RZ-9-13-2 - A rezoning request by Michael and Lisa Strickland to rezone approximately 0.46 acres located at 424 Cedar Lake Lane from RA-Residential Agriculture to R-Residential was unanimously recommended by the Board with the following findings of fact and zoning consistency statement:

Findings of Fact

1. Lisa Strickland has signed the rezoning application as the owner of the property under consideration.
2. This rezoning will include approximately 0.46 acres as shown on the location map.
3. The property is currently zoned RA-Residential Agriculture. (see attached site map)
4. This property is located at 424 Cedar Lake Lane. 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 and the property has been posted.

Zoning Consistency Statement:

Whereas, in accordance with the provisions of North Carolina General Statute 153A-341, the Sampson County Planning Board does hereby find and determine that the recommendation of the ordinance amendment RZ-9-13-2 is consistent with the goals and objectives of the Sampson County Land Use Plan for residential growth due to the fact this area is located within a portion of the County designated as a Residential Growth Area in Section 2 of the Sampson County Land Use Plan (Future Land Use Map). This section further identifies appropriate uses for this area would include primarily residential development.

RZ-9-13-3 - A rezoning request by Barnhill Contracting Company to rezone approximately 31.26 acres located along Autry Highway and Boren Brick Road from RA-Residential Agriculture to I-Industrial was unanimously recommended by the Board with the following findings of fact and zoning consistency statement:

Findings of Fact

1. Grace B. Adams, managing member of Sampson-Bladen Properties, LLC has signed the rezoning application as the owner of the property under consideration.
2. This rezoning will include approximately 31.26 acres as shown on the location map.
3. The property is currently zoned RA-Residential Agriculture. (see attached site map)
4. This property is located at the intersection of Autry Highway (NC 24) and Boren Brick Road. The properties adjoining to the north, east and west are zoned RA-Residential Agriculture. The property located to the south, across Hwy. 24, is zoned I-Industrial.
5. All adjacent property owners within 100' have been notified by mail and the property has been posted.

Zoning Consistency Statement:

Whereas, in accordance with the provisions of North Carolina General Statute 153A-341, the Sampson County Planning Board does hereby find and determine that the recommendation of the ordinance amendment RZ-9-13-3 is consistent with the goals and objectives of the Sampson County Land Use Plan and other long range planning documents due to the fact this property is located along a major thoroughfare where commercial development is encouraged.

TA-9-13-1 - A text amendment by planning staff to amend Section 3. Official Zoning Map and Zoning Districts of the Sampson County Zoning Ordinance by including Section 3.4 which will address Conditional Zoning Districts was unanimously recommended for approval by the Planning Board. The proposed ordinance language is as follows:

3.4 Conditional Zoning Districts

Purpose

- A. Conditional Zoning districts are created to correspond to six of the base zoning districts created in Section 3.3. Conditional Zoning (CZ) Districts allow specific uses to be established in accordance with prescribed conditions pertaining to an individual project.
- B. The purpose is to provide a voluntary alternative procedure for the rezoning of a property for a specific use. A broad range of uses are permitted in the base district. However, there are instances where a base zoning district designation is clearly inappropriate for a property, but a specific use or uses permitted under this district and subject to development requirements would be consistent with the spirit and intent of this Ordinance. Conditional Zoning districts, herein established, are intended to

accommodate such situations. This voluntary procedure is intended for firm development proposals, and is neither intended nor suited for securing early zoning for tentative uses which may not be undertaken for a long period of time.

C. The six Conditional Zoning Districts are as follows.

- CZ RA Conditional Zoning Residential/Agricultural District
- CZ R Conditional Zoning Residential District
- CZ MRD Conditional Zoning Mixed Residential District
- CZ I Conditional Zoning Industrial District
- CZ CON Conditional Zoning Conservation District
- CZ C Conditional Zoning Commercial District

Applicability

- A. Property may be placed in a Conditional Zoning District only in response to a petition by the owners of all the property to be included.
- B. Specific conditions applicable to these districts may be proposed by the petitioner or the County or its agencies, but only those conditions mutually approved by the County and the petitioner may be incorporated into the requirements of the district. Conditions and site-specific standards imposed in a Conditional Zoning District shall be limited to those that address the conformance of the development and use of the site to the County's ordinances and to any officially adopted comprehensive or other plan and those that address the impacts reasonably expected to be generated by the development or use of the site.
- C. Conditional Zoning Districts allow specific standards for a particular use after review and comment from the public. A petition to rezone a property to a Conditional Zoning District shall be accompanied by a site specific plan.
- D. Within a CZ district, only those uses authorized as either permitted or conditional uses in the base zoning district with which the CZ district corresponds shall be permitted, and all other requirements of the corresponding district shall be met as minimum standards.
- E. In approving a CZ district, the County Commissioners may impose such additional reasonable and appropriate safeguards upon such permit as it may deem necessary in order that the purpose and intent of this Ordinance are served, public welfare secured, and substantial justice done.
- F. If for any reason any condition imposed pursuant to these regulations is found to be illegal or invalid or if the applicant should fail to accept any condition, it is the intent of this Ordinance that the authorization of such CZ district shall be null and void and of no effect, and that proceedings shall be instituted to rezone the property to its previous zoning classification.
- G. Conditional Zoning districts shall be approved through the map amendment approval process outlined in Section 11.

TA-9-13-2 - A text amendment request by planning staff to amend Section 11.2 B. of the Sampson County Zoning Ordinance by including language which addresses applications for conditional zoning district map

amendments was unanimously recommended by the Planning Board. The proposed ordinance language is as follows:

Existing

11.2 B. Application

An application for any change or amendment shall contain a description and/or statement of the present and proposed zoning regulation or district boundary, and the names and addresses of the owner or owners of the property involved. Such application shall be filed not later than three weeks prior to the meeting at which the application is to be considered. There must be a separate application prepared for each parcel of land that has different ownership.

Proposed

11.2 B. Application

An application for any change or amendment shall contain a description and/or statement of the present and proposed zoning regulation or district boundary, and the names and addresses of the owner or owners of the property involved. Such application shall be filed not later than three weeks prior to the meeting at which the application is to be considered. There must be a separate application prepared for each parcel of land that has different ownership.

Applications for conditional zoning district map amendments shall also be accompanied by a site specific plan and a written list and/or statement of any proposed restrictions or conditions on the use or development of the property.

Please contact my office with any questions or comments.

cc: Susan Holder, Assistant County Manager

attachments

MINUTES OF THE SAMPSON COUNTY
PLANNING AND ZONING BOARD

Meeting Date

September 16, 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 and seconded by Sherri Smith, the minutes of the August 19, 2013 meeting were unanimously approved as presented.

V-9-13-1

A variance request by Grady Butler at 348 Kel-Roy Road from Sections 3.3.1 of the Sampson County Zoning Ordinance with regard to minimum setback requirements for a permitted use in a RA-Residential Agriculture district. (See attached site plan)

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

1. Grady Butler 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 1.27 (55,321 sq. ft.) acres as shown by the Sampson County Tax Office.
4. The applicant is proposing to turn power onto a stick built home which was moved onto the property prior to zoning. The structure 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) After discussion with the Sampson County Building Inspections Department, we have been informed the structure never received a certificate of occupancy due to the fact it was placed on the property and never brought to code.
5. The property under consideration has been posted.

Mr. Butler appeared before the Board, informing the Board he desires to renovate and bring the structure up to code in order that he may occupy for residential purposes.

After Board discussion, Sherri Smith moved to approve the request as presented, seconded by Billy Cottle and unanimously approved by the Board.

Ayes: Unanimous

V-9-13-2

A variance request by Woodrow Bowden of Bethlehem Disciples of Christ Church located at 8890 Hobbton Highway 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)

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

1. Woodrow Bowden signed the variance application as a representative of 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 1 acre (43,560 sq. ft.) as shown by the Sampson County Tax Office.
4. The applicant is proposing a 16 x 30 foot bathroom addition. The existing church does not currently meet the minimum 15 foot side or 25 foot rear 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.

After Board discussion, Gary Mac Herring moved to approve the request as presented, seconded by Debra Bass and unanimously approved by the Board.

Ayes: Unanimous

RZ-9-13-1

A rezoning request by Robert Thigpen to rezone approximately 1.38 acres located at 4590 Hobbton Highway from RA-Residential Agriculture to C-Commercial. (See attached location map)

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

1. Robert Thigpen has signed the rezoning application as the owner of the property under consideration.
2. This rezoning will include approximately 1.38 acres as shown on the location map.
3. The property is currently zoned RA-Residential Agriculture. (see attached site map)
4. This property is located at 4590 Hobbton Highway. 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 and the property has been posted.

Zoning Consistency Statement:

Whereas, in accordance with the provisions of North Carolina General Statute 153A-341, the Sampson County Planning Board does hereby find and determine that the recommendation of the ordinance amendment RZ-9-13-1 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. Billy Cottle moved to recommend approval of this request as presented with the recommended findings of fact and zoning consistency statement, the motion was seconded by Angela Marco and unanimously approved by the Board.

Ayes: Unanimous

RZ-9-13-2

A rezoning request by Michael and Lisa Strickland to rezone approximately 0.46 acres located at 424 Cedar Lake Lane from RA-Residential Agriculture to R-Residential. (See attached location map)

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

1. Lisa Strickland has signed the rezoning application as the owner of the property under consideration.
2. This rezoning will include approximately 0.46 acres as shown on the location map.
3. The property is currently zoned RA-Residential Agriculture. (see attached site map)
4. This property is located at 424 Cedar Lake Lane. 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 and the property has been posted.

Zoning Consistency Statement:

Whereas, in accordance with the provisions of North Carolina General Statute 153A-341, the Sampson County Planning Board does hereby find and determine that the recommendation of the ordinance amendment RZ-9-13-2 is consistent with the goals and objectives of the Sampson County Land Use Plan for residential growth due to the fact this area is located within a portion of the County designated as a Residential Growth Area in Section 2 of the Sampson County Land Use Plan (Future Land Use Map). This section further identifies appropriate uses for this area would include primarily residential development.

Lisa Strickland appeared before the Board as owner of the property under consideration to express her support of this request in order that if approved, she be permitted to request a variance to make an addition to a nonconforming structure which would meet the R Residential setback requirements.

DECISION. Debra Bass moved to recommend approval of this request as presented with the recommended findings of fact and zoning consistency statement, the motion was seconded by Angela Marco and unanimously approved by the Board.

Ayes: Unanimous

RZ-9-13-3

A rezoning request by Barnhill Contracting Company to rezone approximately 31.26 acres located along Autry Highway and Boren Brick Road from RA-Residential Agriculture to I-Industrial. (See attached location map)

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

1. Grace B. Adams, managing member of Sampson-Bladen Properties, LLC has signed the rezoning application as the owner of the property under consideration.
2. This rezoning will include approximately 31.26 acres as shown on the location map.
3. The property is currently zoned RA-Residential Agriculture. (see attached site map)
4. This property is located at the intersection of Autry Highway (NC 24) and Boren Brick Road. The properties adjoining to the north, east and west are zoned RA-Residential Agriculture. The property located to the south, across Hwy. 24, is zoned I-Industrial.
5. All adjacent property owners within 100' have been notified by mail and the property has been posted.

Attorney Ben Warrick appeared before the Board as a representative of the applicant. Mr. Warrick informed the Board this project would create jobs, increase the County tax base and utilize local products. John Swope, Sampson County Economic Development Director appeared before the Board to inform the Board the NC Hwy 24 project is an important project for our County which will provide opportunities for industrial sites along the Hwy 24 corridor. He also informed the Board this site has access to County water, and natural gas which increases it's potential for industrial development. Mr. Swope informed the Board it was his understanding this facility would also create and retain jobs in Sampson County.

Mr. Gordon Rose, of Call Sign Engineers appeared before the Board to speak on behalf of Barnhill Contracting Company. (See attached presentation made by Mr. Rose)

Mr. Roland Hall of 602 W. Roseboro Street, Roseboro and a member of the Roseboro Economic Development Commission appeared before the Board to express his support of the proposed request. Mr. Hall informed the Board this area of Sampson County needs jobs and business growth.

Thomas Tannahill of 3175 Autry Highway, Roseboro, Dorcas Fisher of 4899 Autryville Road, Roseboro, Phil Haste of 68 Green Acres Lane, Roseboro, Steve Tew of 980 Boren Brick Road, Roseboro, Eddie Gray of 2026 Pleasant Union Road, Roseboro, Wayne Butler of 369 Boren Brick Road, Roseboro and Carl Riddles of 2039 Pleasant Union Road and Gloria Gray of 2227 Pleasant Union Road spoke in opposition of the rezoning request. Those present in opposition of the request cited traffic, environmental hazards, and concern for their property value as the primary reasons for their opposition.

Skip Partington, with Barnhill Contracting Company, informed the Board the former asphalt plant located on N. Peavine Road does not have access to natural gas and therefore is not a good site for construction of the proposed plant. He also informed the Board industrial sites in the area were not suitable for development due to either environmental concerns or size.

Board member Gary Mac Herring asked Mr. Partington if their company had received any complaints about their other asphalt plants. Mr. Partington informed the Board they had received complaints in the past concerning dust but tried to address by spraying water during particularly dry times of the year.

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-9-13-3 is consistent with the goals and objectives of the Sampson County Land Use Plan and other long range planning documents due to the fact this property is located along a major thoroughfare where commercial development is encouraged.

DECISION. Billy Cottle moved to recommend approval of this request as presented with the recommended findings of fact and zoning consistency statement, the motion was seconded by Sherri Smith and unanimously approved by the Board.

Ayes: Unanimous

TA-9-13-1

A text amendment by planning staff to amend Section 3. Official Zoning Map and Zoning Districts of the Sampson County Zoning Ordinance by including Section 3.4 which will address Conditional Zoning Districts. The proposed ordinance language is as follows:

3.4 Conditional Zoning Districts

Purpose

- A. Conditional Zoning districts are created to correspond to six of the base zoning districts created in Section 3.3. Conditional Zoning (CZ) Districts allow specific uses to be established in accordance with prescribed conditions pertaining to an individual project.
- B. The purpose is to provide a voluntary alternative procedure for the rezoning of a property for a specific use. A broad range of uses are permitted in the base district. However, there are instances where a base zoning district designation is clearly inappropriate for a property, but a specific use or uses permitted under this district and subject to development requirements would be consistent with the spirit and intent of this Ordinance. Conditional Zoning districts, herein established, are intended to accommodate such situations. This voluntary procedure is intended for firm development proposals, and is neither intended nor suited for securing early zoning for tentative uses which may not be undertaken for a long period of time.
- C. The six Conditional Zoning Districts are as follows.
 - CZ RA Conditional Zoning Residential/Agricultural District
 - CZ R Conditional Zoning Residential District
 - CZ MRD Conditional Zoning Mixed Residential District
 - CZ I Conditional Zoning Industrial District

- CZ CON Conditional Zoning Conservation District
- CZ C Conditional Zoning Commercial District

Applicability

- A. Property may be placed in a Conditional Zoning District only in response to a petition by the owners of all the property to be included.
- B. Specific conditions applicable to these districts may be proposed by the petitioner or the County or its agencies, but only those conditions mutually approved by the County and the petitioner may be incorporated into the requirements of the district. Conditions and site-specific standards imposed in a Conditional Zoning District shall be limited to those that address the conformance of the development and use of the site to the County's ordinances and to any officially adopted comprehensive or other plan and those that address the impacts reasonably expected to be generated by the development or use of the site.
- C. Conditional Zoning Districts allow specific standards for a particular use after review and comment from the public. A petition to rezone a property to a Conditional Zoning District shall be accompanied by a site specific plan.
- D. Within a CZ district, only those uses authorized as either permitted or conditional uses in the base zoning district with which the CZ district corresponds shall be permitted, and all other requirements of the corresponding district shall be met as minimum standards.
- E. In approving a CZ district, the County Commissioners may impose such additional reasonable and appropriate safeguards upon such permit as it may deem necessary in order that the purpose and intent of this Ordinance are served, public welfare secured, and substantial justice done.
- F. If for any reason any condition imposed pursuant to these regulations is found to be illegal or invalid or if the applicant should fail to accept any condition, it is the intent of this Ordinance that the authorization of such CZ district shall be null and void and of no effect, and that proceedings shall be instituted to rezone the property to its previous zoning classification.
- G. Conditional Zoning districts shall be approved through the map amendment approval process outlined in Section 11.

DECISION. Angela Marco moved to recommend Section 3 of the Sampson County Zoning Ordinance be amended as presented, seconded by Billy Cottle, and unanimously recommended by the Board.

Ayes: Unanimous

TA-9-13-2

A text amendment request by planning staff to amend Section 11.2 B. of the Sampson County Zoning Ordinance by including language which addresses applications for conditional zoning district map amendments. The proposed ordinance language is as follows:

Existing

11.2 B. Application

An application for any change or amendment shall contain a description and/or statement of the present and proposed zoning regulation or district boundary, and the names and addresses of the owner or owners of the property involved. Such application shall be filed not later than three weeks prior to the meeting at which the application is to be considered. There must be a separate application prepared for each parcel of land that has different ownership.

Proposed

11.2 B. Application

An application for any change or amendment shall contain a description and/or statement of the present and proposed zoning regulation or district boundary, and the names and addresses of the owner or owners of the property involved. Such application shall be filed not later than three weeks prior to the meeting at which the application is to be considered. There must be a separate application prepared for each parcel of land that has different ownership.

Applications for conditional zoning district map amendments shall also be accompanied by a site specific plan and a written list and/or statement of any proposed restrictions or conditions on the use or development of the property.

DECISION. Gary Mac Herring moved to recommend Section 11.2.B of the Sampson County Zoning Ordinance be amended as presented, seconded by Sherri Smith, and unanimously recommended by the Board.

Ayes: Unanimous

There being no further business, the meeting was adjourned at 8:00 p.m.

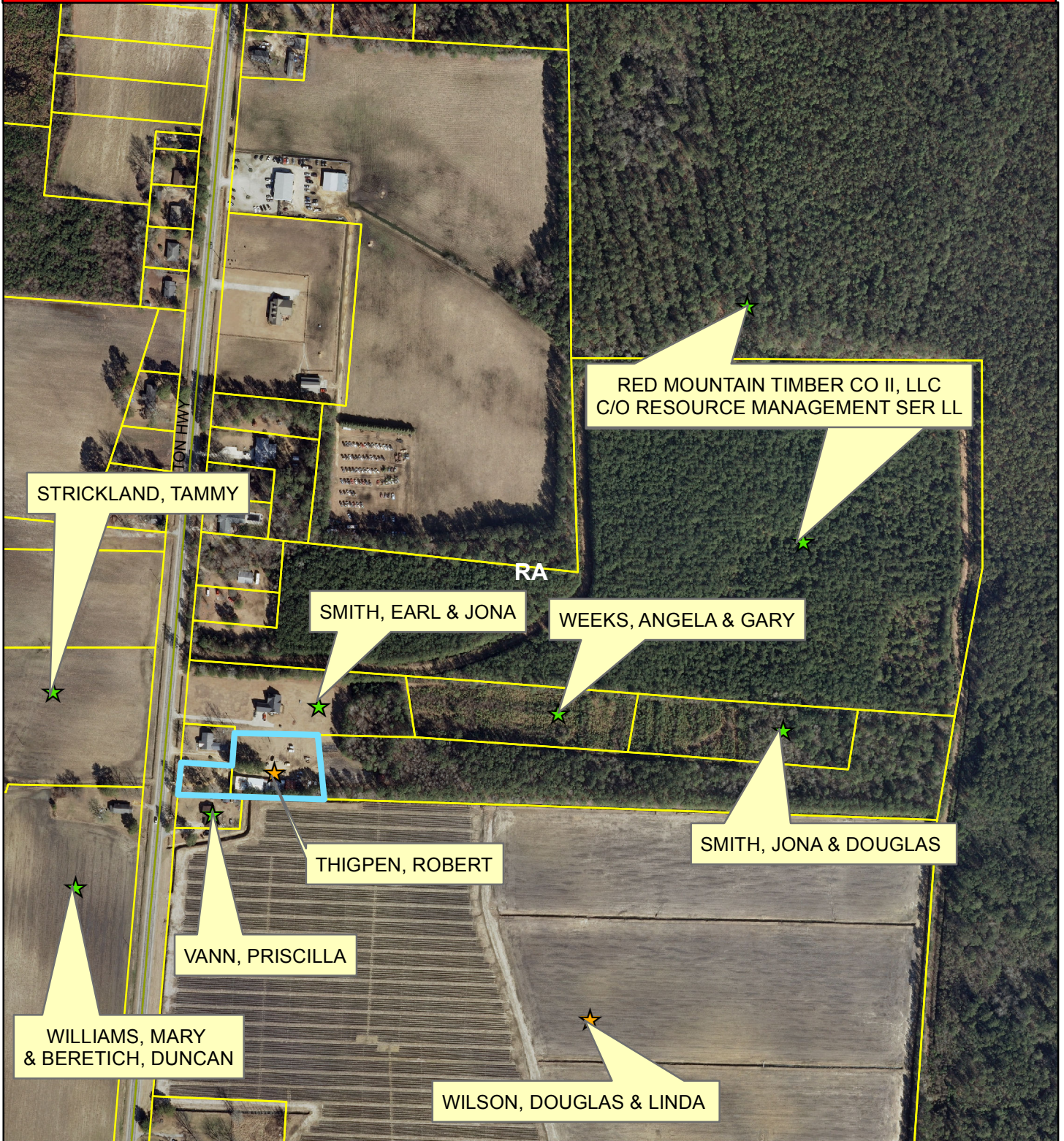
Chairman

Secretary

RZ-9-13-1

Robert Thigpen

4590 Hobbton Highway



- ★ Proposed Property
- ★ Property Owners Within 100'

1.38 Acres to be Rezoned

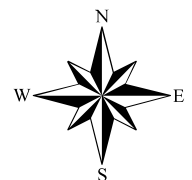
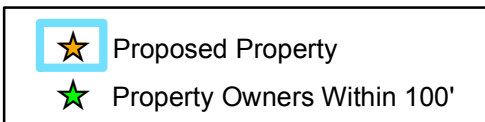
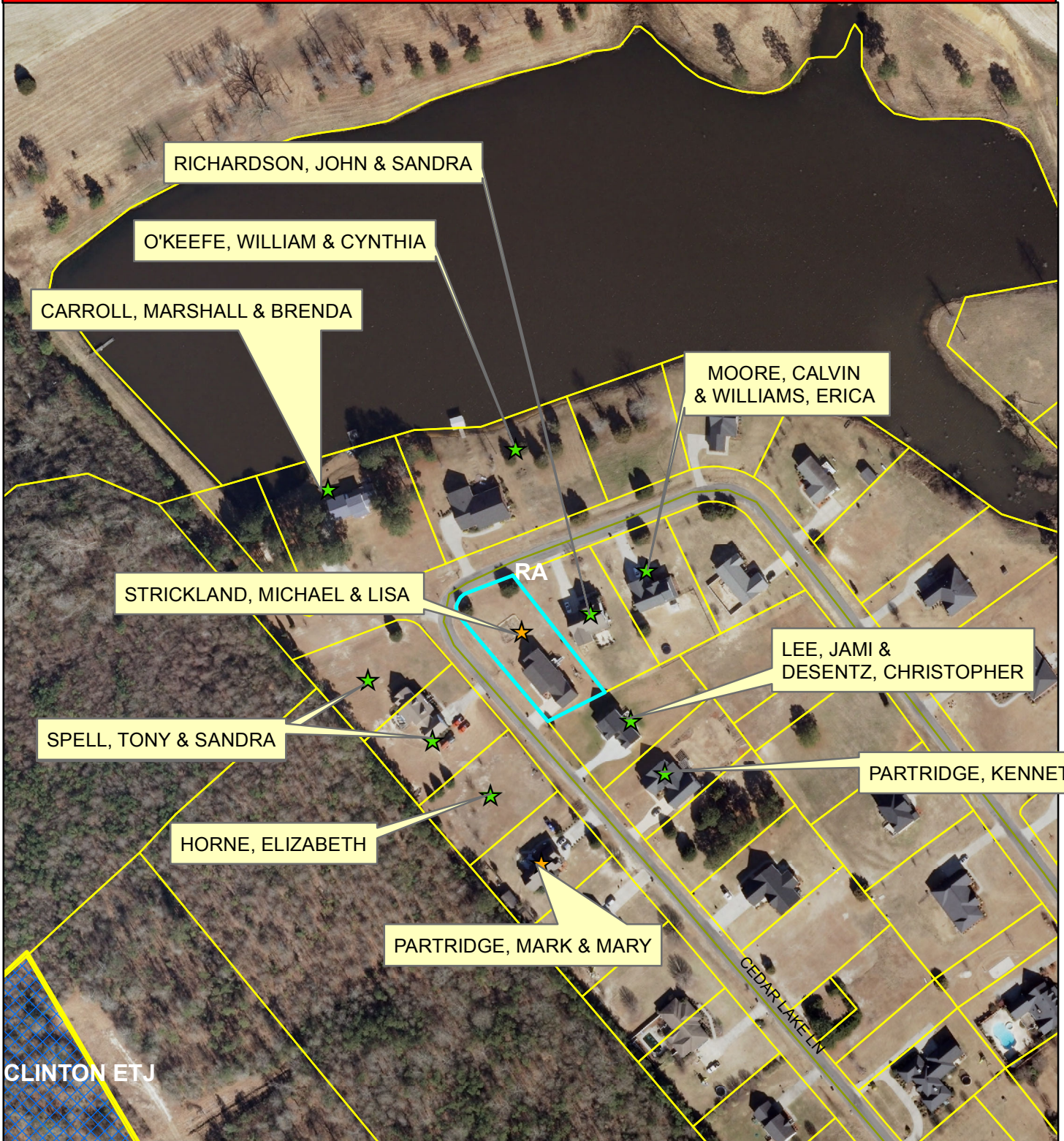


1 inch = 400 feet

RZ-9-13-2

424 Cedar Lake Lane

Michael & Lisa Strickland

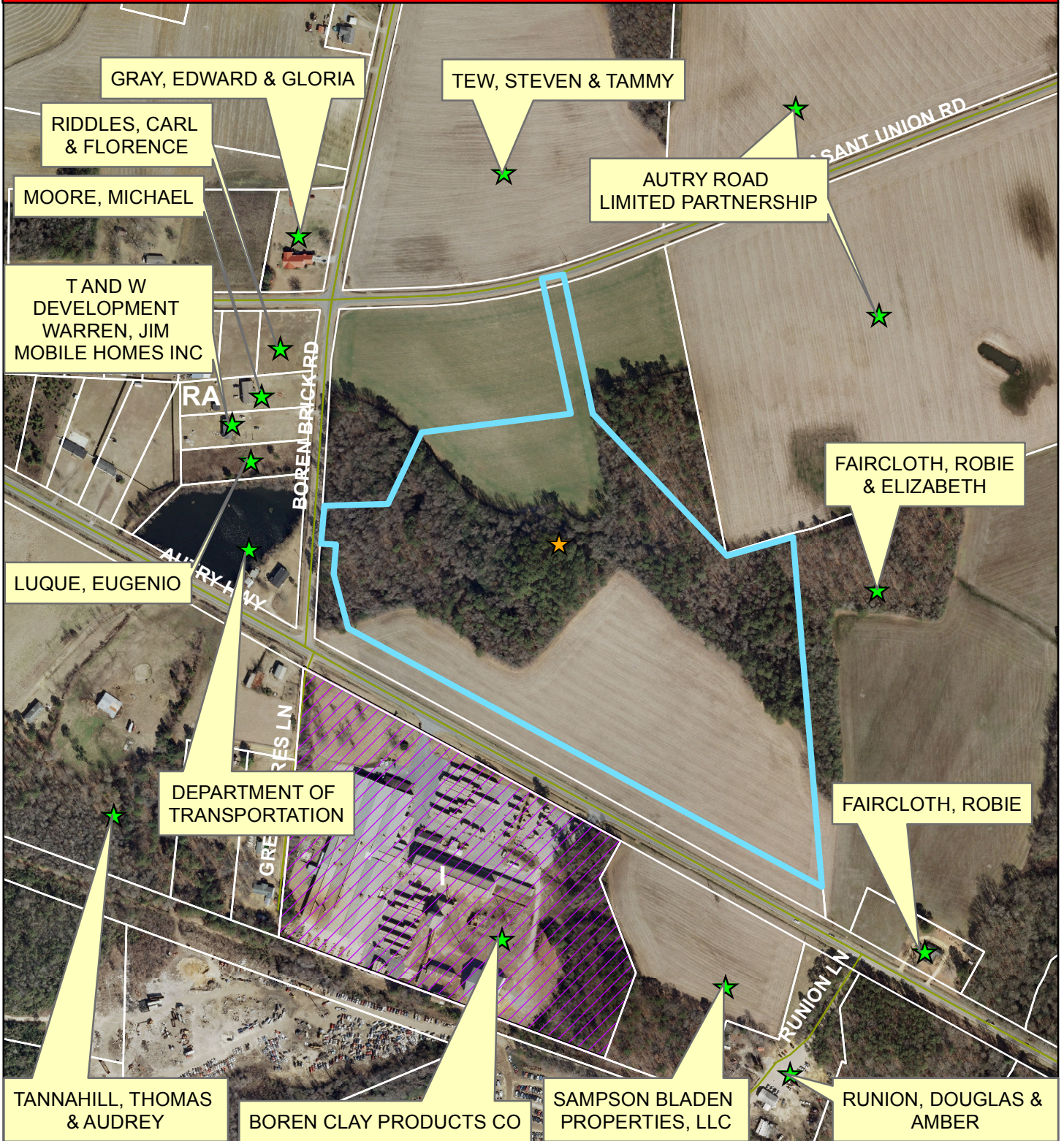





1 inch = 200 feet

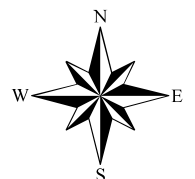
RZ-9-13-3

Autry Highway

Barnhill Contracting Company



-  Subject Property
-  Property Owners Within 100'
-  Existing Industrial Zoning



1 inch = 450 feet

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

3 (a)

Meeting Date: October 7, 2013	<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
	<input checked="" type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
	<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue

SUBJECT: Recognition of Cooperative Extension Staff for Achievement Awards

DEPARTMENT: Sampson County Cooperative Extension

PUBLIC HEARING: No

CONTACT PERSON: Chairman Billy Lockamy
Eileen Coite, CES Director

PURPOSE: To recognize Sampson County Cooperative Extension Service staff for associational achievements

ATTACHMENTS: Nomination/Award Information

BACKGROUND: Three of our Sampson County Cooperative Extension Service staff were recognized recently at their respective associational meetings.

Leitha Lee has received the Extension Teamwork Award and the Community Partnership Award from the North Carolina Association of Extension Program Assistants, Associates, and Technicians. She was recently recognized at the NCAEPAT State Conference, held in Concord. Mrs. Lee is an Expanded Food Nutrition Education Program Coordinator for North Carolina Cooperative Extension. The Extension Teamwork Award recognizes someone who has partnered with other Extension professionals such as 4-H, Family Consumer & Sciences, and Agricultural. The Community Partnership Award recognizes someone who has partnered with others within the community. Mrs. Lee partnered with agents at Cooperative Extension, Sampson Community College, and Brook Brothers Company to offer nutritional educational programs to the community.

Della King and James Hartsfield recently received recognition at the National Association of County Agricultural Agents Annual Meeting and Professional Improvement Conference. Both the National and the North Carolina Associations of County Agricultural Agents takes great pride in recognizing honorees each year for the Distinguished Service Award (DSA) and the

Achievement Award (AA). DSA honorees are representatives of the top 2% of the association membership as chosen by their peers and the Directors of Extension in their respective state, based on noteworthy accomplishments of each honoree. This year, there were 59 DSAs awarded across the nation, three being from North Carolina. For the Achievement Award, each state can select up to 2% of their membership for this award, and this year there were 57 AA recipients across the country, with two in North Carolina. Two of the five North Carolina award winners in these categories this year are employees of Sampson County Cooperative Extension.

Della King was the recipient of the Achievement Award from the North Carolina Association of County Agricultural Agents and the National Association of County Agricultural Agents for excellent performance of agent with less than 10 years of service. Ms. King provides education to home gardeners, Master Gardeners, landscape and nursery professionals and Sampson County's youth, and was lauded for her enthusiasm and work ethic.

James Hartsfield, Extension Area Farm Management, has received the Distinguished Service Award from the North Carolina Association of County Agricultural Agents and the National Association of County Agricultural Agents. Distinguished Service Awards are the most prestigious awards presented by both associations, and agents earning this performance award must have more than 10 years of service with Cooperative Extension and be recognized as doing an exceptionally good job. Hartsfield has been employed by the North Carolina Cooperative Extension for 14 years. Serving as an Area Farm Management Agent in Sampson and Duplin counties with special emphasis placed on providing training for small and limited resource farmers in record keeping and financial management. He has played a major role and worked with fellow Extension agents and agricultural technicians in surrounding counties in conducting an Annual Southeastern North Carolina Small and Part-time Farm Alternative Enterprise Tour.

All three CES employees will be present to be recognized and congratulated by the Board.

RECOMMENDED
ACTION OR MOTION:

Recognize Ms. Lee, Ms. King and Mr. Hartfield for their achievements

2013 NORTH CAROLINA DSA/AA APPLICATION

Note: Information MUST BE TYPED WITH ALL SECTIONS COMPLETED. DUE TO YOUR DISTRICT COMMITTEE CHAIR BY DECEMBER 1, 2012. **Should be submitted as a WORD file via email attachment.**

Remember to visit <http://www.nacaa.com/awards/> to complete the appropriate online application and submit photo.

DSA _____ AA _____X_____

1. Nominee: Della S. King

Home Address: Street/Box: [REDACTED]

City: Faison State: NC Zip: 28341

Date You Were Employed by CES: February 2004 E-Mail Address: della_king@ncsu.edu

Work Phone# [REDACTED]

Home Phone# [REDACTED]

2. Publicity Outlet: Newspaper Name: The Sampson Independent

Newspaper's Complete mailing address: 303 W. Elizabeth Street, Clinton, NC 28328

Newspaper's E-mail: smatthews@heartlandpublications.com

Newspaper's Fax Number: (910) 592-8756

3. Optional: Letter of Recommendation from immediate supervisor, nominator, or volunteer describing why this person should be chosen.
4. Citation (to be read at the state meeting): Using 350 words or less in complete sentences, tell why applicant has earned this recognition. (How has this agent made a difference in people's lives? How do clientele and coworkers feel about individual and program?)
5. Citation (to be included in the national meeting program): Using 75 words or less, provide highlights of why nominee is being recognized. This will be read at the national meeting awards banquet.
6. Write up to a 3 page narrative in 10 point font, single sided, double spaced with 1 inch margins. The narrative is suggested to answer/discuss the following:
 - A. List nominee's major project or program. Include size and scope if discussing entire program.
 - B. Purpose of the major project or the nature of program(s).
 - C. Planning methods used and who was involved.
 - D. Length of time from planning to completion.
 - E. Extension methods used to complete program/project.
 - F. Results, impacts, or evaluation as seen at the county level or beyond.
 - G. What influence did this project have on the image of Extension?
 - H. Nominee's contribution to the success of this major project.
 - I. Other comments about the Agent's total program.
 - J. List specific agricultural subject studies, correspondence, University residence study, etc. completed for professional improvement.
 - K. Discuss nominee's involvement with NCACAA and NACAA activities at the district, state, and national levels. Include offices held, committees served on, meeting participation, etc.
 - L. List other Professional Organization membership and involvement.
7. DO NOT SEND OR INCLUDE SUPPLEMENTAL MATERIAL UNLESS REQUESTED!
8. I (nominee) agree to attend NCACAA Annual Meeting, pay registration fee, and attend the Awards Banquet in order to receive this award if selected.

NOMINEE SIGNATURE: _____  _____ Date: November 15, 2012

State Meeting Citation:

During 2004, Della became Sampson County's Consumer Horticulture Agent. As she did not begin with an established agenda, through her enthusiasm and hard work, Della has built a solid educational program.

Through her comprehensive programs, she works with homeowners as well as the green industry and Sampson County's youth. Among Della's accomplishments are her experience and credentials as an educator. She maintains her expertise in the area of Horticulture by participating in trainings and staying up-to-date on trends and issues within the industry. Records show that end-of-year test scores for those participating in Della's Youth Horticulture Program have significantly increased, as she effectively integrates academic content into class work and outside activities. Her rapport with students, as well as teachers, along with her unique approach, have resulted in entertaining, relevant, and fun learning experiences for all involved.

Della has established a Master Gardener Program as well as a Sampson County Beekeepers Association, both of which, contribute to the success of agriculture as a whole and have greatly increased the number of participants in Sampson's overall Extension program. She regularly presents horticulture related programs to many community and civic groups throughout Sampson County. Della maintains an active presence throughout the county by maintaining a weekly personal column in the county newspaper.

As Della is considered an invaluable county employee and member of the Sampson County Extension Staff, the area that really sets her apart is her willingness to share with others, which not only includes clientele but colleagues, as well. Her enthusiasm and work ethic are evident in all that she does, thus distinguishing her as an invaluable member of North Carolina Cooperative Extension.

National Meeting Citation

Della is being recognized for her outstanding achievement in Extension horticultural programming. Her clientele recognizes her as being very knowledgeable. Della provides programs based on relevant information to the changing needs of her clientele. Della is considered an invaluable employee; the area that really sets her apart is her willingness to share with others. Her enthusiasm and work ethic are evident, thus distinguishing her as an invaluable member of North Carolina Cooperative Extension.

Narrative for Della S. King, Achievement Award

Della King is a horticulture agent at the Sampson County Center of North Carolina Cooperative Extension. Her major program areas include the Green Industry, Home Horticulture, and managing the Extension Master Gardener Volunteer Program. Since the beginning of her career with Extension in 2004, Della has developed many major programs to serve her clientele throughout her county. One of her major accomplishments has been with re-establishing the Sampson County Beekeeping Program, which has demonstrated overwhelming growth in numbers as well as knowledge gained by the beekeepers and outreach to the public.

Beekeepers are important not only to Sampson County growers, but to North Carolina and our nation. Honeybees play a vital role in vegetable and fruit production by providing pollination. In Sampson County alone, the fruit and vegetable industry income is well over \$36,745,000 thanks to the pollination capabilities of the honeybees and the beekeepers who maintain the hives and provide the local pollination services. Before Della began her career in extension, the Black River Beekeepers Chapter dissolved back in the 1990s. Based on identified needs and advisement from her specialized committee, Della arranged a public meeting for beekeepers and those interested in beekeeping. As a result, the North Carolina State Beekeepers Association, Sampson County Beekeepers Chapter was formed in 2008, and Della has held four Beekeepers Short Courses, with an overall 95% successful completion of the written and practical exams. Della plays an active role within the Sampson County Beekeepers Chapter. Since its establishment, Della has been active on the program committee, where she works with other committee members in planning and developing the educational programs in conjunction with the monthly beekeepers meetings. In 2010, with guidance from Della, the Sampson County Beekeepers Chapter participated in the first ever Community Ag Day event that is hosted by the Sampson County Extension staff. Since the establishment of Community Ag Day, Sampson County Beekeepers have actively reached more than 1000 youths and adults through education about bees and beekeeping during this annual event. In 2012, the Sampson County Beekeepers Chapter arranged a permanent educational beekeeping display at the Sampson County History Museum that currently has received over 5,000 visitors.

The Green Industry in Sampson County is valued at over a \$13,951,000. The Green Industry in Sampson County is comprised of turf farms, greenhouse production, ornamental container and field grown nurseries, landscaping companies, lawn maintenance companies, and irrigation companies that are always in need of local training about the current issues and practices. Turf and Ornamental Pesticide Applicators Training is one of the key programs that Della provides for the Green Industry. There are more than 80 Turf and Ornamental Pesticide Applicators in Sampson County. The main topics covered during trainings that are offered every Spring and Fall include Turf Pests Identification and Management, Ornamental Pests Identification and Management, Knowledge of Pesticide Labels, How to Calibrate Application Equipment, Proper Ways to Store Pesticides, and Importance of Using Personal Protective Equipment. Since Della began offering this program in 2010, more than 400 applicators have received training and more than 14 pesticide credits have been offered.

In 2011, with guidance from Della, Sampson County Extension Master Gardener Volunteers developed a survey and sent it out to the general public that has horticulture interest. This survey was used to assess the interest of a new program that was developed and implemented in 2012 based on survey results. In 2012, Della implemented the Sampson County Friends of Horticulture Program along with help from the Extension Master Gardener Volunteers. This 11-month program was initiated to provide horticulture learning opportunities to the general public who wanted to gain knowledge about different specific horticultural topics. With more than 50 members and still growing, the Friends of Horticulture program has been a great success.

In 2008, Della completed her Master's Degree in Agriculture and Extension Education, and she was promoted to Associate Extension Agent in 2009. Della has been involved with University research, such as the Spotted Wing Drosophila study that began in 2010 and is currently ongoing. She has been actively serving on the Sampson County Safety and Health Committee since 2007. Della is very active in many district committees such as the Southeast District Latino Council and Southeast District Local Foods Coordinators Committee. She is also active in her community as a volunteer firefighter and emergency medical technician, and as a Girl Scout co-leader.

A statewide newsletter, titled *Extension Gardener* allows Della and her colleagues across the state to disseminate research-based information to residents throughout North Carolina. Della regularly maintains a weekly personal column that is published every Sunday in The Sampson Independent and has more than

12,000 readers. She also has been published in two local magazines, titled *Home Grown* and *Easy Living In Sampson County*. Della provides horticultural segments on the *WCLN 1170 AM* local radio station.

In addition, she is an active member of her district and state agricultural agents associations, serving as district vice president from 2008 to 2009, district president from 2009 to 2010, and district secretary from 2010 to the present. In 2008, Della was awarded the Young Agent Scholarship Award and used the award to attend the 2008 NACAA AM/PIC in Greensboro, North Carolina. In 2008, she was awarded the Search for Excellence in 4-H and Youth award on the state level. Della has actively attended most district meetings, every state meeting, and several national meetings since she began her career with NC Cooperative Extension. She has actively served on committees throughout several district meetings, the State meetings in 2006 and 2012, and the national meeting in 2008. Della has maintained an active role within her district association meetings. This allows her to maintain professional relationships among her colleagues and with industry leaders.

Press Release

James Hartsfield, Extension Area Farm Management, has received the distinguished service award from the North Carolina Association of County Agricultural Agents and the National Association of County Agricultural Agents. Distinguished service awards are the most prestigious awards presented by both associations. Winners are selected based on their support and involvement in professional development associations as well as programming excellence. Agents earning this performance award must have more than 10 years of service with Cooperative Extension and be recognized as doing an exceptionally good job. Hartsfield has been employed by the North Carolina Cooperative Extension for 14 years. He serves as an Area Farm Management Agent in Sampson and Duplin counties with special emphasis placed on providing training for small and limited resource farmers in record keeping and financial management. He has played a major role and worked with fellow Extension agents and agricultural technicians in surrounding counties in conducting an Annual Southeastern North Carolina Small and Part-time Farm Alternative Enterprise Tour. Since 2007, a total of 234 persons have attended the tour, which has helped farmers explore alternative production strategies and provide information on alternative crops and enterprises. Hartsfield is an active member of the NCACAA and currently serves as Southeast District Chairman on the Sustainable Agriculture Committee and is a member of the North Carolina Department of Agriculture and Consumer Service Minority Advisory Council. He has also served on the Transportation Committee for the 2008 NCACAA national meetings.

SAMPSON COUNTY
BOARD OF COMMISSIONERS

ITEM ABSTRACT		<u>ITEM NO.</u>	<u>4 (a)</u>
Meeting Date: October 7, 2013	<u> </u>	Information Only	<u> x </u> Public Comment
	<u> </u>	Report/Presentation	<u> </u> Closed Session
	<u> x </u>	Action Item	<u> </u> Planning/Zoning
	<u> </u>	Consent Agenda	<u> </u> Water District Issue

SUBJECT: Public Hearing - Rural Operating Assistance Program Grant Funds

DEPARTMENT: Sampson Area Transportation/Dept. of Aging

PUBLIC HEARING: Yes

CONTACT PERSON: Todd Daughtry, SAT Coordinator
Lorie Sutton, Department of Aging Director

PURPOSE: To conduct the required public hearing regarding the County's intent to apply for ROAP funding

ATTACHMENTS: Hearing Notice, Application, Certification Statement, Ad

BACKGROUND: We have duly advertised a public hearing regarding the County's intent to apply for Rural Operating Assistance Program (ROAP) funds to fund our transportation services in three categories.

EDTAP (Elderly and Disabled Transportation Assistance) - public transportation services for elderly and disabled citizens;

Employment Transportation Assistance - public transportation of persons with employment related transportation needs;

RGP (Rural General Public) – public transportation of persons living in non-urban areas of the country.

The total amount of funding anticipated is \$183,788. The grant period is July 1, 2014 - June 30, 2014.

PRIOR BOARD ACTION: Application is submitted annually

RECOMMENDED ACTION OR MOTION:	Authorize the submission of the application for funding and execution of associated documents, including certification statement
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Application for Transportation Operating Assistance

FY 2014 Rural Operating Assistance Program Funds

Name of Applicant (County)	Sampson County
County Manager	Ed Causey
County Manager's Email Address	ecausey@sampsonnc.com
County Finance Officer	David Clack
CFO's Email Address	davec@sampsonnc.com
CFO's Phone Number	910-592-7131
Person Completing this Application	Todd Daughtry
Person's Job Title	Transportation Coordinator
Person's Email Address	satcoord@intrstar.net
Person's Phone Number	910-299-0127
Community Transportation System	Sampson Area Transportation
Name of Transit Contact Person	Todd Daughtry
Transit Contact Person's Email Address	satcoord@intrstar.net

Application Completed by: _____ Date: _____
Signature

I certify that the content of this application is complete and accurately describes the county's administration of the ROAP Program, and the use of the ROAP funds in accordance with applicable state guidelines.

County Manager: _____ Date: _____
Signature

County Finance Officer: _____ Date: _____
Signature

Application Instructions

County officials should read the ROAP Program State Management Plan which contains guidance on the administration of the ROAP Program and information about the preparation of grant applications.

- The application must be completed by an official of the county or his/her designee.
- Click on the **gray rectangle** and type each answer. If needed, the text will automatically wrap to the next row. The answer may wrap to the next page if necessary.
- If the county wishes to explain their response to any questions or provide more information, the county may include additional pages with this application form. All the pages of the application and any pages added by the applicant should be scanned into the same file.
- If there are questions regarding this application, contact the NCDOT-PTD Mobility Development Specialist assigned to the area served by the transit system.

FY2014 ROAP Program Schedule

ROAP funds will be disbursed based on which deadline the applicant meets.

First Application Deadline	September 16, 2013
Disbursement if 1 st Deadline is met (100%)	September 30, 2013
Second Chance Application Deadline	October 18, 2013
Disbursement if 2 nd Deadline is met (100%)	October 31, 2013

County's Management of ROAP Funds

All counties are eligible to receive Rural Operating Assistance Program (ROAP) funding from the State of North Carolina. As a recipient of ROAP funds, the county must implement administrative processes that will ensure the following:

- ROAP funds are expended on needs identified through a public involvement and/or planning process.
- ROAP funds are expended on eligible activities only.
- Supporting documentation of expenditures is maintained.
- Service recipients meet eligibility requirements and their eligibility is documented.
- Trips funded with ROAP funding are monitored and evaluated throughout the period of performance.
- An accounting of trips and expenditures is provided in a semi-annual report to NCDOT.
- ROAP funds received and expended are included in the local annual audit.

Transportation Needs and Public Involvement in Funding Decisions	Yes or No
A. Did the county ask the Community Transportation Advisory Board (TAB), which is affiliated with the community transit system, to recommend how the ROAP funds should be sub-allocated?	Yes
B. In addition to the public hearing notice and the public hearing, were other outreach efforts conducted to inform the public about the availability of ROAP funds and to discuss transportation needs BEFORE the county decided to sub-allocate the ROAP funds?	Yes
C. Does the federally funded Community Transportation System operating in the county have a Community Transportation Service Plan (CTSP) or Community Transportation Improvement Plan (CTIP) that was developed in the last five years or being completed at this time? <i>Date of the plan:</i>	No
D. Does your county have a Coordinated Public Transit-Human Services Transportation Plan (LCP) that provides a list of unmet transportation needs and/or gaps in transportation services? <i>Date of the plan: August 7, 2013</i>	Yes
E. Does the county have other transportation plans that address public transportation needs?	No
If yes, list and describe these plans.	
F. How did the county decide who would receive the ROAP funds? List the names of anyone who participated in the decision to sub-allocate the ROAP funds and their role in the community. The County Board of Commissioners determined that the local Transit Agency, which is also a county agency, has the best capability in providing trips for the ROAP grant as determined by the ROAP guidelines. In addition, the original intention of the County in establishing the local Transit System Agency, which is funded by Federal/State/Local funding, is to provide the public and human service transportation needs of Sampson County.	
G. How did the county decide on the amount of ROAP funds to sub-allocate to a subrecipient? All ROAP funds are allocated to the County Transit Agency for the reasons described above.	

Financial Management of ROAP Funds	Yes or No
H. Does the county disburse/allocate ROAP funds to any county governmental departments?	No
I. If yes, how does the county account for these funds within the county's accounting system?	
J. Does the county pass through any ROAP funds to agencies or organizations that are not county governmental departments or agencies?	No
K. If yes, does the county have a written agreement with these agencies that addresses the proper use and accountability of these funds? <i>(Include a sample agreement with application)</i>	n/a
L. ROAP funds cannot be used instead of using the existing transportation funding an agency or organization receives from any other funding source. If any of the departments, agencies or organizations receiving ROAP funding from the county get transportation funding from other Federal, State or Local funding sources, list those funding programs: 5310 and 5316	
M. Do any subrecipients receive ROAP funds before any trips are provided, and refund the unused portion at the end of the period of performance?	n/a
N. Are ROAP funds being deposited in an interest bearing account?	Yes
If no, then why aren't ROAP funds deposited in an interest bearing account?	
O. What does the county do with the interest from the ROAP funds? Sampson County puts that amount back into the transportation budget.	
P. Does the county provide any local funds for transportation operating assistance to any of the ROAP sub-recipients in addition to the state ROAP funds?	Yes
Q. Is supporting documentation maintained for all ROAP grant financial transactions for five years? IMPORTANT: Yes is the only correct answer.	Yes
Monitoring and Oversight Responsibilities	Yes or No
R. The Finance Officer OR the Executive Director of an eligible transportation authority will be responsible for the oversight and evaluation of the transportation services provided with the ROAP funding? IMPORTANT: Yes is the only correct answer.	Yes
S. Does the county require the subrecipients of ROAP funds to provide progress reports and statistical data about the trips provided with ROAP funds?	Yes
T. If progress reports and/or operating statistical reports are required by the county, how frequently are these provided to the county for evaluation? The transportation coordinator and the Director of Aging look at the revenue data reports on a monthly basis to ensure funds are being used in a way to last the entire fiscal year.	
U. Does the county require the subrecipients of ROAP funds to use the transportation services of the federally funded Community Transit System operating in the county?	Yes
V. Are subrecipients of ROAP funds coordinating transportation services with other subrecipients in the county therefore reducing any duplication of effort?	n/a

Accountability to North Carolina Taxpayers	Yes or No
W. Is the method used to sub-allocate the ROAP funds fair and equitable? Open and transparent?	Yes
X. Is the county prepared to provide documentation that an eligible citizen was provided an eligible service or trip on the billed date, by whatever conveyance, at the specified cost?	Yes
Y. A semi-annual ROAP Report must be completed and sent to NCDOT. Who will be designated to complete these reports in FY2014? (<i>name, title, employer</i>) Todd Daughtry, Transportation Coordinator, Sampson Area Transportation	

Elderly and Disabled Transportation Assistance Program

The Elderly and Disabled Transportation Assistance Program (EDTAP), originally enacted by legislation in the 1989 Session of the North Carolina General Assembly (Article 2B, 136-44.27), provides operating assistance funds for the transportation of the state's elderly and disabled citizens. This transportation assistance allows the elderly and disabled to reside for a longer period in their homes, thereby enhancing their quality of life.

Elderly and Disabled Transportation Assistance Program Questions	Yes or No
<p>A. What will be the purposes of the trips provided with EDTAP funds? (<i>Check all that apply</i>)</p> <p> <input checked="" type="checkbox"/> Personal care activities, medical appointments, pharmacy pick-up, shopping, bill paying, meetings, classes, banking <input checked="" type="checkbox"/> Job interviews, job fair attendance, job readiness activities or training, GED classes <input checked="" type="checkbox"/> Transportation to workplace <input checked="" type="checkbox"/> Group field trips/tours to community special events (Federal charter regulations apply to transit.) <input type="checkbox"/> Overnight trips to out-of-county destinations (Federal charter regulations apply to transit) <input checked="" type="checkbox"/> Human service agency appointments </p>	
<p>B. How will the transportation service be provided? (<i>Check all that apply</i>)</p> <p> <input checked="" type="checkbox"/> Public Transportation System <input type="checkbox"/> Private Provider <input type="checkbox"/> Taxi Service <input type="checkbox"/> Agency Staff Driver <input type="checkbox"/> Volunteer Driver Program </p>	
<p>C. Are any of the EDTAP services you are funding, listed as an unmet need or gap in service in the Public Transit-Human Service Coordination Plan or any other transportation plan for your county? <i>See these page numbers in the plan: 44-46</i> <i>Plan Title: Local Coordinated Human Service Transportation Plan</i></p>	Yes
<p>D. Does the federally funded Community Transit System operating in your county receive a sub-allocation of EDTAP funds?</p>	Yes
<p>If yes, does the county dictate which agencies and organizations will receive transportation services with any of the EDTAP funds the transit system receives?</p>	Yes
<p>Can the Community Transit System use any of the EDTAP funds it receives to provide transportation for elderly and disabled citizens of the county who do not have a human service agency or organization to pay for the service?</p>	Yes
Elderly and Disabled Transportation Assistance Program Questions (con't)	Yes or No
<p>If the transit system's Community Transportation Service Plan (CTSP) is less than six years old, does it describe and evaluate the services the transit system is providing for the elderly and disabled? <i>See these page numbers in the plan:</i> <i>Plan Title:</i></p>	n/a

Does the CTSP recommend any new EDTAP funded services for FY2014? <i>See these page numbers in the plan:</i> <i>Plan Title:</i>	No
E. Will any of the subrecipients use their EDTAP sub-allocation as matching funds for any of the following programs? <i>(Matching funds for operating assistance only.)</i> 5310 – Elderly Individuals and Individuals with Disabilities Program 5311 - Non-urbanized Area Formula Program 5316 – Job Access and Reverse Commute Program (JARC) 5317 – New Freedom Program	Yes
F. Will any of the subrecipients of EDTAP funds charge a fare for an EDTAP funded trip?	Yes
If yes, how much will the fare be? \$2 for round trip	
If yes, how will the fare revenue be used? Fares are collected for all ROAP programs. Fares help the transit system maintain the same quality of service throughout the year.	
G. Do any of the subrecipients of EDTAP funds restrict EDTAP funded trips based on the origin, timing or destination of the trip?	Yes
H. Is there a process or policy for determining when it is appropriate to transfer EDTAP funds from one sub-recipient to another to prevent there being unspent funds at the end of the period of performance?	n/a – Transient Agency only recipient
I. EDTAP funded trips are expected to be provided throughout the entire year. If the EDTAP funds are expended in less than a year, will the county provide county funds to prevent the discontinuation of transportation trips?	Yes

Employment Transportation Assistance Program

The Employment Transportation Assistance Program (EMPL) is intended to help DSS clients that transitioned off Work First or TANF in the last 12 months, Workforce Development Program participants and/or the general public to travel to work, employment training and/or other employment related destinations.

Employment Transportation Program Questions	Yes or No
A. What will be the purposes of the transportation services provided with EMPL funds? <i>(Check all that apply)</i> <input checked="" type="checkbox"/> Job interviews, job fair attendance, job readiness activities or training, GED classes <input checked="" type="checkbox"/> Transportation to workplace (Scheduled by the individual only. No agency scheduled trips.) <input type="checkbox"/> Child(ren) of working parent transported to Child Care	
B. How will the transportation service be provided? <i>(Check all that apply)</i> <input checked="" type="checkbox"/> Public Transportation System <input type="checkbox"/> Private Provider <input type="checkbox"/> Taxi Service <input type="checkbox"/> Agency Staff Driver <input type="checkbox"/> Volunteer Driver Program	
Employment Transportation Program Questions (con't)	Yes or No
C. Describe the eligibility criteria to be used in this county to determine who will be provided EMPL funded trips. All residents of Sampson County who are going to and from paid employment, the community college, or any job-related activity are approved for the usage of EMPL funding to help cover the transportation cost.	

D. Are any of the EMPL services you are funding, listed as an unmet need or gap in service in the Public Transit-Human Service Coordination Plan or any other transportation plan for your county? <i>See these page numbers in the plan: 44-46</i> Plan title: Local Coordinated Human Service Transportation Plan	Yes
E. Does the federally funded Community Transit System operating in your county receive a sub-allocation of EMPL funds?	Yes
If yes, does the county dictate which agencies and organizations will receive transportation services with any of the EMPL funds the transit system receives?	No
Can the Community Transit System use any of the EMPL funds it receives to provide transportation for citizens in the county who need transportation to a job or employment related destination and who do not have a human service agency or organization to pay for the service?	Yes
If the transit system's Community Transportation Service Plan (CTSP) is less than six years old, does it describe and evaluate the services the transit system is providing for the employed or unemployed? <i>See these page numbers in the plan:</i> Plan title:	n/a
Does the CTSP recommend any new EMPL funded services for FY2014? <i>See these page numbers in the plan:</i> Plan title:	n/a
F. Will any of the subrecipients of EMPL funds charge a fare for an EMPL funded trip?	Yes
If yes, how much will the fare be? \$2 for a round trip.	
If yes, how will the fare revenue be used? Fares are used to ensure the availability of transportation services for the fiscal year.	
G. Do any of the subrecipients of EMPL funds restrict EMPL funded trips based on the origin, timing or destination of the trip?	Yes
H. Is there a process or policy for determining when it is appropriate to transfer funds from one sub-recipient to another to prevent there being unspent funds at the end of the period of performance?	No
I. Has the county transferred any EMPL funds to EDTAP or RGP in the last two years?	Yes
J. Will any of the subrecipients use their EMPL sub-allocation as matching funds for any of the following programs? (<i>Matching funds for operating assistance only.</i>) 5310 – Elderly Individuals and Individuals with Disabilities Program 5311 - Non-urbanized Area Formula Program 5316 – Job Access and Reverse Commute Program (JARC) 5317 – New Freedom Program	Yes
K. EMPL funded trips are expected to be provided throughout the entire year. If the EMPL funds are expended in less than a year, will the county provide county funds to prevent the discontinuation of transportation services?	Yes

Rural General Public Program

The Rural General Public Program assistance funds are intended to provide transportation services for individuals from the county who do not have a human service agency or organization that will pay for the transportation service. The county, in consultation with the Community Transportation System, must determine the RGP services to be provided with the RGP funds.

Rural General Public Transportation Program Questions	Yes or No
<p>A. What will be the trip purposes of the transportation services provided with RGP funds? <i>(Check all that apply)</i></p> <p> <input checked="" type="checkbox"/> Personal care activities, medical appointments, pharmacy pick-up, shopping, bill paying, meetings, classes, banking <input type="checkbox"/> Job interviews, job fair attendance, job readiness activities or training, GED classes <input type="checkbox"/> Transportation to workplace (Scheduled by the individual only. No agency scheduled trips.) <input checked="" type="checkbox"/> Child(ren) of working parent transported to child care <input checked="" type="checkbox"/> Group field trips/tours to community special events (Federal charter regulations apply to transit.) <input type="checkbox"/> Overnight trips to out-of-county destinations (Federal charter regulations apply to transit.) <input checked="" type="checkbox"/> Human service agency appointments </p>	
<p>B. How will the transportation service be provided? <i>(Check all that apply)</i></p> <p> <input checked="" type="checkbox"/> Public Transportation System <input type="checkbox"/> Private Provider <input type="checkbox"/> Taxi Service <input type="checkbox"/> Volunteer Driver Program </p>	
<p>C. Are any of the RGP funded services the transit system will provide listed as an unmet need or gap in service in the Public Transit-Human Service Coordination Plan or any other transportation plan for your county? <i>See these page numbers in the plan: 44-46</i> <i>Plan title: Local Coordinated Human Service Transportation Plan</i></p>	Yes
<p>D. If the transit system's Community Transportation Service Plan (CTSP) is less than six years old, does it describe and evaluate the general public services the transit system does in the county for citizens who need transportation but don't have a human service agency or organization to pay for the service? <i>See these page numbers in the plan:</i> <i>Plan title:</i></p>	n/a
<p>E. Does the CTSP recommend any new RGP funded services for FY2013-14? <i>See these page numbers in the plan:</i> <i>Plan title:</i></p>	n/a
<p>F. Will RGP trips be provided to citizens who need transportation but don't have a human service agency or organization to pay for the trip?</p>	Yes
<p>G. Will any of the RGP funded trips be restricted based on origin, timing or destination of the trip to control the expenditure of funds overtime?</p>	Yes
<p>H. Since the subrecipient can only use RGP funds to pay for 90% of the cost of a trip, will the Community Transit System use fare revenue to generate the local 10% match requirement for RGP funds?</p>	Yes
<p>If yes, how much will the fare be? \$2 for a round trip.</p>	
<p>If yes, how will the fare revenue be used? To ensure the availability of the program throughout the fiscal year.</p>	
Rural General Public Transportation Program Questions (con't)	Yes or No
<p>If no, describe the source of the required matching funds?</p>	

I. Will RGP funded trips be coordinated with human service agency trips?	Yes
J. How will the Community Transit System market the proposed RGP funded services? Through word-of-mouth, radio advertising spots, and attending all community-sponsored outreach outings/meetings.	
K. Will the Community Transit System use any of their RGP sub-allocation as matching funds for any of the following programs? (<i>Matching funds for operating assistance only</i>) 5310 – Elderly Individuals and Individuals with Disabilities Program 5311 - Non-urbanized Area Formula Program 5316 – Job Access and Reverse Commute Program (JARC) 5317 – New Freedom Program	Yes
L. Is any part of the county in an urbanized area according to the 2010 census?	No
M. RGP funded trips are expected to be provided throughout the entire year. If the RGP funds are expended in less than a year, will the county provide county funds to prevent the discontinuation of transportation services?	Yes

CERTIFIED STATEMENT
FY2014
RURAL OPERATING ASSISTANCE PROGRAM
County of **Sampson**

WHEREAS, the state-funded, formula-based Rural Operating Assistance Program (ROAP) administered by the North Carolina Department of Transportation, Public Transportation Division provides funding for the operating cost of passenger trips for counties within the state;

WHEREAS, the county uses the most recent transportation plans (i.e. CTSP, CTIP, LCP) available and other public involvement strategies to learn about the transportation needs of agencies and individuals in the county before determining the sub-allocation of these ROAP funds;

WHEREAS, the county government or regional public transportation authorities created pursuant to Article 25 or Article 26 of Chapter 160A of the General Statutes (upon written agreement with the municipalities or counties served) are the only eligible recipients of Rural Operating Assistance Program funds which are allocated to the counties based on a formula as described in the Program Guidelines included in the ROAP State Management Plan. NCDOT will disburse the ROAP funds only to counties and eligible transportation authorities and not to any sub-recipients selected by the county;

WHEREAS, the county finance officer will be considered the county official accountable for the administration of the Rural Operating Assistance Program in the county, unless otherwise designated by the Board of County Commissioners;

WHEREAS, the passenger trips provided with ROAP funds must be accessible to individuals with disabilities and be provided without discrimination on the basis of national origin, creed, age, race or gender (FTA C 4702.1A, FTA C 4704.1, Americans with Disabilities Act 1990); and

WHEREAS, the period of performance for these funds will be July 1, 2013 to June 30, 2014 regardless of the date on which ROAP funds are disbursed to the county.

NOW, THEREFORE, by signing below, the duly authorized representatives of the County of Sampson North Carolina certify that the following statements are true and accurate:

- The county employed a documented methodology for sub-allocating ROAP funds that involved the participation of eligible agencies and citizens. Outreach efforts to include the participation of the elderly and individuals with disabilities, persons with limited English proficiency, minorities and low income persons in the county's sub-allocation decision have been documented.
- The county will advise any sub-recipients about the source of the ROAP funds, specific program requirements and restrictions, eligible program expenses and reporting requirements. The county will be responsible for invoicing any sub-recipients for unexpended ROAP funds as needed.
- The county will monitor ROAP funded services routinely to verify that ROAP funds are being spent on allowable activities and that the eligibility of service recipients is being properly documented. The county will maintain records of trips and services for five years that prove that an eligible citizen was provided an eligible transportation service on the billed date, by whatever conveyance at the specified cost.
- The county will be responsible for monitoring the safety, quality and cost of ROAP funded services and assures that any procurements by subrecipients for contracted services will follow state guidelines.
- The county will conduct regular evaluations of ROAP funded passenger trips provided throughout the period of performance.

- The county will only use the ROAP funds to provide trips when other funding sources are not available for the same purpose or the other funding sources for the same purpose have been completely exhausted.
- The county assures that the required matching funds for the FY2014 ROAP can be generated from fares and/or provided from local funds.
- The county will notify the Mobility Development Specialist assigned to the county if any ROAP funded services are discontinued before the end of the period of performance due to the lack of funding. No additional ROAP funds will be available.
- The county will provide an accounting of trips and expenditures in a semi-annual report and a final year-end report to NCDOT – Public Transportation Division or its designee.
- Any interest earned on the ROAP funds will be expended for eligible program uses as specified in the ROAP application. The County will include ROAP funds received and expended in its annual independent audit on the schedule of federal and state financial assistance. Funds passed through to other agencies will be identified as such.
- The county is applying for the following amounts of FY2014 Rural Operating Assistance Program funds:

State-Funded Rural Operating Assistance Program	Allocated	Requested
Elderly & Disabled Transportation Assistance Program (EDTAP)	\$72,244	\$72,244
Employment Transportation Assistance Program (EMPL)	\$18,920	\$18,920
Rural General Public Program (RGP)	\$92,624	\$92,624
TOTAL	\$183,788	\$183,788

WITNESS my hand and county seal, this ____ day of ____, 20____.

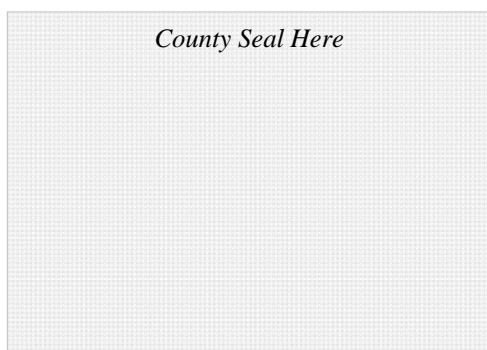
Signature of Board of County Manager/Administrator

Signature of Board of County Commissioners Chairperson

Printed Name of County Manager/Administrator

Printed Name of Chairperson

State of North Carolina County of



Signature of County Finance Officer

Printed Name of County Finance Officer

FY2014 ROAP Sub-Allocation Worksheet

Agencies Receiving Sub-Allocations	Elderly and Disabled Transportation Assistance Program		Employment Transportation Assistance Program		Rural General Public Transportation	
	Proposed		Proposed		Proposed	
	Amount of request to be suballocated	Number of One Way Passenger Trips	Amount of request to be suballocated	Number of One Way Passenger Trips	Amount of request to be suballocated	Number of One Way Passenger Trips
Sampson Area Transportation	\$72,244	5734	\$18,920	2133	\$92,624	11187
	\$0		\$0		\$0	
	\$0		\$0		\$0	
	\$0		\$0		\$0	
	\$0		\$0		\$0	
	\$0		\$0		\$0	
	\$0		\$0		\$0	
	\$0		\$0		\$0	
	\$0		\$0		\$0	
	\$0		\$0		\$0	
	\$0		\$0		\$0	
	\$0		\$0		\$0	
	\$0		\$0		\$0	
TOTAL AMOUNT	\$72,244	5734	\$18,920	2133	\$92,624	11187

Agencies Receiving Sub-Allocations	EDTAP	EMPL	RGP
	Avg Cost of Trip	Avg Cost of Trip	Avg Cost of Serv
Sampson Area Transportation	\$12.60	\$8.87	\$8.28
0	\$0.00	\$0.00	\$0.00
0	\$0.00	\$0.00	\$0.00
0	\$0.00	\$0.00	\$0.00
0	\$0.00	\$0.00	\$0.00
0	\$0.00	\$0.00	\$0.00
0	\$0.00	\$0.00	\$0.00
0	\$0.00	\$0.00	\$0.00
0	\$0.00	\$0.00	\$0.00
0	\$0.00	\$0.00	\$0.00
0	\$0.00	\$0.00	\$0.00
0	\$0.00	\$0.00	\$0.00
0	\$0.00	\$0.00	\$0.00
0	\$0.00	\$0.00	\$0.00

Sampson County
Name of Applicant (County)

Signature - MDS Reviewer

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 4 (b)

Meeting Date: October 7, 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 – Naming of Private Roads

DEPARTMENT: Emergency Management (Addressing)/ Administration

PUBLIC HEARING: Yes

CONTACT PERSON: Susan J. Holder, Assistant County Manager

PURPOSE: To receive public input on the naming of certain private roads

ATTACHMENTS: Memo, Public Hearing Ad

BACKGROUND: We have duly advertised this public hearing to receive comments on the recommendations of the Road Naming Committee with regard to the names of certain private roads:

PVT 1431 1538 Old House Lane

PRIOR BOARD ACTION: N/A

RECOMMENDED ACTION OR MOTION: Name private road as recommended

Susan Holder

From: Amy Raynor
Sent: Tuesday, September 17, 2013 4:15 PM
To: Susan Holder
Cc: Ronald Bass
Subject: Public Hearing Request

MEMORANDUM:

TO: Ms. Susan Holder, Assistant County Manager
FROM: Ronald Bass, Emergency Management
DATE: September 17, 2013
SUBJECT: Private Road Name/Public Hearing Request

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

PVT 1431 1538 Old House 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.

NOTICE OF PUBLIC HEARING

NAMING OF PRIVATE ROADS

The Sampson County Board of Commissioners will hold a public hearing at 7:00 p.m. on Monday, October 7, 2013 in the County Auditorium, Sampson County Complex, Building A to consider public input on the naming of the following private roads:

PVT ROAD CODE

PVT 1431 1538

PROPOSED NAME

Old House Lane

Only those roads listed will be considered at this time. Questions or comments may be directed to the Office of the Clerk to the Board, 406 County Complex Road, Clinton, NC 28328. (910/592-6308 ext 2222)

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 4 (c)

Meeting Date: October 7, 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

SUBJECT: Consideration of Draft Animal Control Ordinance

DEPARTMENT: Health/ Animal Control/Sheriff's Office/ Administration

PUBLIC HEARING: No

CONTACT PERSON: Wanda Robinson, Health Director
Alan Canady, Animal Shelter Director
Alan Autry, Jessica Kittrell, SCSO (Animal Control)

PURPOSE: To review the draft Animal Control Ordinance

ATTACHMENTS: Draft Animal Control Ordinance (as separate document)

BACKGROUND: At your September meeting, the Board was provided with a copy of a draft Animal Control Ordinance as Board Information so that commissioners could have the opportunity to review the document, which will be summarized at this meeting by Health Director Wanda Robinson. Ms. Robinson, along with members of the Sampson County Board of Health, Animal Shelter Director Alan Canady, Shelter Veterinarian (and Board of Health member) Beth Turner, Sampson County and Clinton City Animal Control officers, and Administration staff have worked for months drafting an ordinance which sets forth state law and establishes local regulations to address animal control issues, to protect animals and to promote our public welfare. As you may recall, this draft ordinance was also reviewed by the School of Government and discussed at the Board of Health's last annual meeting.

A public hearing should be scheduled prior to adoption of the ordinance. The Board may already have revisions to offer based upon your initial review and be ready to schedule the hearing for your November meeting, or you may wish to give the document further review, discuss any proposed changes at your November meeting, then hold a public hearing in December on the amended document.

Ms. Robinson, Shelter Director Alan Canady and Animal Control officers will be present to answer any questions.

PRIOR BOARD ACTION: Draft provided for Board Information only on September 9, 2013

RECOMMENDED ACTION OR MOTION: Discuss recommendations/ changes to draft ordinance, then schedule public hearing for public input

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 4 (d)

Meeting Date: October 7, 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

SUBJECT: Amendment to Medicaid Transportation Contract with Enroute Transportation

DEPARTMENT: Social Services/Legal

PUBLIC HEARING: No

CONTACT PERSON: Annette Chancy Starling, County Attorney

PURPOSE: To consider legal issues with regard to the request for Amendment No. 1 to the contract between the Sampson County Department of Social Services and Enroute Transportation for Medicaid Transportation services

ATTACHMENTS: Correspondence from Enroute Transportation Services; Proposed Amendment No. 1

BACKGROUND: At your September meeting, you were provided a request from Enroute Transportation to amend their contract to provide Medicaid Transportation services. There were a number of legal issues raised with regard to consideration of this request, so the Board decided to table the request and directed that staff provide information regarding the legal consequences of any action. County Attorney Annette Chancy Starling will provide a written legal opinion as to the issues raised with regard to the Medicaid Transportation contracts.

PRIOR BOARD ACTION: Dual contracts with Van-Go (primary) and Enroute Transportation (secondary) approved at August 5, 2013 meeting; contract with Sampson Area Transportation for specialized services approved at September 9, 2013 agenda

RECOMMENDED
ACTION OR MOTION: Consider recommendations for action as presented by County Attorney

Contract Amendment
Sampson County Department of Social Services
Fiscal Year Begins July 1 Ends June 30

Contract # 2
Amendment # 1

SECTION I

Agency: Division of Medical Assistance

Program: Non-Emergency Medical Transportation

Effective Period of the Contract: August 1, 2013 – June 30, 2015

This Contract Amendment amends the contract between the Sampson County Department of Social Services (the "County") and Enroute Transportation Services, Inc. (the "Contractor"). As provided for under the terms of the contract, The County and Contractor agree to amend the provision(s) indicated in Section II below.

SECTION II

Justification/Change to Contract: Per attached memo, vendor requested to lower his rate per unit. Therefore Item C of Attachment B is hereby amended as follows to be effective September 1, 2013:

C. Rate per unit of Service (reimbursable mile driven):

Negotiated County Rate - \$1.54 per reimbursable mile **plus** fuel surcharge of \$.01 (one cent) for each \$.05 (five cent) the monthly average price per gallon of gasoline is above \$2.95 per gallon (average per gallon cost is based on daily pump prices of regular gasoline at K.E. Austin/Go Gas in Clinton, NC averaged for the month) **or** \$1.54 per reimbursable mile **less** fuel surcharge of \$.01 (one cent) for each \$.05 (five cent) the monthly average per gallon price is below \$2.95 per gallon (average per gallon cost is based on daily pump prices of regular gasoline at K.E. Austin/Go Gas in Clinton, NC averaged for the month). Maximum reimbursement under this contract is \$258,300.00 per fiscal year.

SECTION III

All other terms and conditions set forth in the original contract shall remain in effect for the duration of the contract. The contract specified above is amended by this Contract Amendment effective September 1, 2013.

Contractor

County

By: Ricky Moore

By: Sarah Bradshaw

Title: President

Title: DSS Director

Date: _____

Date: _____

By: Edwin Causey

Title: County Manager

This agreement has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

County: Sampson

Signature: _____

Title: Finance Officer

Date: _____

Enroute Transportation Services, Inc
P. O. Box 1571
Clinton, N. C. 28329
Phone (910) 592-9248
Fax (910) 592-9999

August 21, 2013

To: Sarah Bradshaw, Director-Sampson Co.
Dept. Of Social Services

Re: Medicaid Transportation Per Mile Rate
Change

Enroute Transportation Services, Inc. is proposing a
rate change on the per-mile charge for Medicaid
transportation.

Our new proposed rate is \$1.54 per mile with the
same fuel surcharge that is currently in place which
based on a 30 day average of today's fuel
price(\$1.37) would be a total of \$1.62 per mile. We
would like to request that this change be taken in to
consideration as soon as possible.

If you have any questions please call Ricky Moore at
910-590-9984 (C)

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM NO. 4 (e)

Meeting Date: October 7, 2013	<u> </u>	Information Only	<u> </u>	Public Comment
	<u> </u>	Report/Presentation	<u> </u>	Closed Session
	<u> x </u>	Action Item	<u> </u>	Planning/Zoning
	<u> </u>	Consent Agenda	<u> </u>	Water District Issue

SUBJECT:	Consideration of Request for School Roof Funding
DEPARTMENT:	Finance
PUBLIC HEARING:	No
CONTACT PERSON:	Ed Causey, County Manager David Clack, Finance Officer
PURPOSE:	To consider actions on the requests for funding of school roof repairs
ATTACHMENTS:	Memoranda from City and County Schools, Calculation of School Capital Reserve Funds
BACKGROUND:	At the Board’s first special session regarding budget issues, staff provided the enclosed materials with regard to requests from the two school systems for funding for school roof needs. The Board deferred action on this request until this meeting.
PRIOR BOARD ACTION:	Requests considered at September 17, 2013 budget work session
RECOMMENDED ACTION OR MOTION:	Allocate budget amounts for school roof repairs as Board deems appropriate and direct staff to complete budget amendments pursuant to approved allocation



CLINTON CITY SCHOOLS

www.clinton.k12.nc.us

300 Westover Road, Clinton, NC 28328
910-592-3132 Fax: 910-592-2011

Board of Education

Georgina Zeng
Chairperson

E. R. Mason
Vice Chairperson

Randy Barefoot

Diane Viser

Jason Walters

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Superintendent

Stuart Blount

Assistant Superintendents

Nancy Dillman
Human Resources

Clyde Locklear, Jr.
Finance & Facilities

Terrace Miller
Student Services &
Federal Programs

Directors

Lenora Locklear
Curriculum & Instruction

Eddie Parker
Technology

Emily Pope
Exceptional Children

Jeff Swartz
Child Nutrition

Schools/Auxiliary Services

L. C. Kerr School
910-592-3066

Butler Avenue School
910-592-2629

Sunset Avenue School
910-592-5623

Sampson Middle School
910-592-3327

Clinton High School
910-592-2067

Auxiliary Services
910-592-8688

September 6, 2013

To: Ed Causey
Sampson County Manager

From: Clyde Locklear, Jr. *CL*
Assistant Superintendent Finance / Facility

Subject: Clinton City Schools' Roofs

This is a follow up to our previous meeting and discussion of roof conditions in Clinton City Schools. During our meeting, you requested we provide you with immediate short term roofing needs within the district.

In 2011, the district completed a roof evaluation which prioritized roofing needs and estimated cost through the year 2020. This evaluation was completed by a third party architectural firm and the district utilizes this information to set priorities and budget funds for ongoing repairs and maintenance. I have included the roof evaluation summary sheet along with a third party evaluation of our next two major projects. We have classroom buildings at L. C. Kerr and Butler Avenue Schools, built in 1992, and are currently in need of repair/replacement.

The L. C. Kerr and Butler Avenue School roofs have experienced continued failure through recent rain and wind storms. We continue to loose shingles and are experiencing some leaking from the roof failure. Our most recent evaluations of these roofs were to determine if it was best to make substantial repairs to these roofs or due to age and other factors move forward with replacement. The report recommends replacement due to the age and overall condition of each roof and additionally provides cost estimates for their replacement.

I hope the attached provides sufficient information in response to your request. If you need any additional information or if we can answer additional questions, please let me know.

Thank you.

Attachment

REI ENGINEERS

8001 CREEDMOOR ROAD, SUITE 107, RALEIGH, NC 27613

PHONE 919.845.1450 FAX 919.870.6885



28 June 2013

Clinton City Schools
300 Westover Road
Clinton, North Carolina 28328

Attention: Mr. Clyde Locklear, Jr.
Assistant Superintendent Facility/Finance

Reference: Butler and L.C. Kerr Roof Replacement Proposal
REI Project No. 13RAL-044P

Mr. Locklear:

Pursuant to your request, we have performed cursory evaluations of the existing shingle roof systems at the referenced facilities. Below are our observations and recommendations along with a probable construction cost estimate.

I. OBSERVATIONS:

- A. The roofing systems are the same for both schools and consist of a GAF 3 tab shingle installed over a #15 Tamko felt over a Loadmaster deck system. **(Overviews Photos 1 and 2)**
- B. Many of the shingles have lost individual tabs and are generally in poor condition. **(see Photo 3)**
- C. Widespread granule loss is leading to accelerated UV degradation. **(see Photo 4)**
- D. The shingles are not nailed in accordance with industry standards: nails are overdriven, placed too high or were just not installed. **(see Photo 5)**
- E. Multiple leaks are reported by facility and staff.
- F. Abandoned equipment is observed which could be contributing to the leaks.
- G. Penetration flashings are deteriorated and are not at the proper height.
- H. In addition to roofing defects, deteriorated brick veneer control joints are observed on both buildings. **(see Photo 6)**
- I. The skylights on Butler are in need of replacement or restoration as the fiberglass is cracking. **(see Photo 7)**
- J. It was reported to REI that the windows at Butler on an adjacent building are in need of repair as leaks are occurring. **(see Photo 8)**
- K. During our walk through we also observed split shingles and missing ridge cap shingles on both sides of Building 600 needing repaired. **(see Photos 9 and 10)**
- L. Steel lintels at Kerr are rusting and should be refinished.

ROOFING, WATERPROOFING AND BUILDING ENVELOPE ENGINEERS AND CONSULTANTS

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II. PHOTOGRAPHS



Photo 1 Overview Butler ES



Photo 2 Overview L.C. Kerr ES



Photo 3 shows loss of shingle tabs (typical on both schools)



Photo 4 shows widespread granule loss at L. C. Kerr leading to accelerated shingle UV degradation



Photo 5 improper nailing of shingles (typical on both schools)

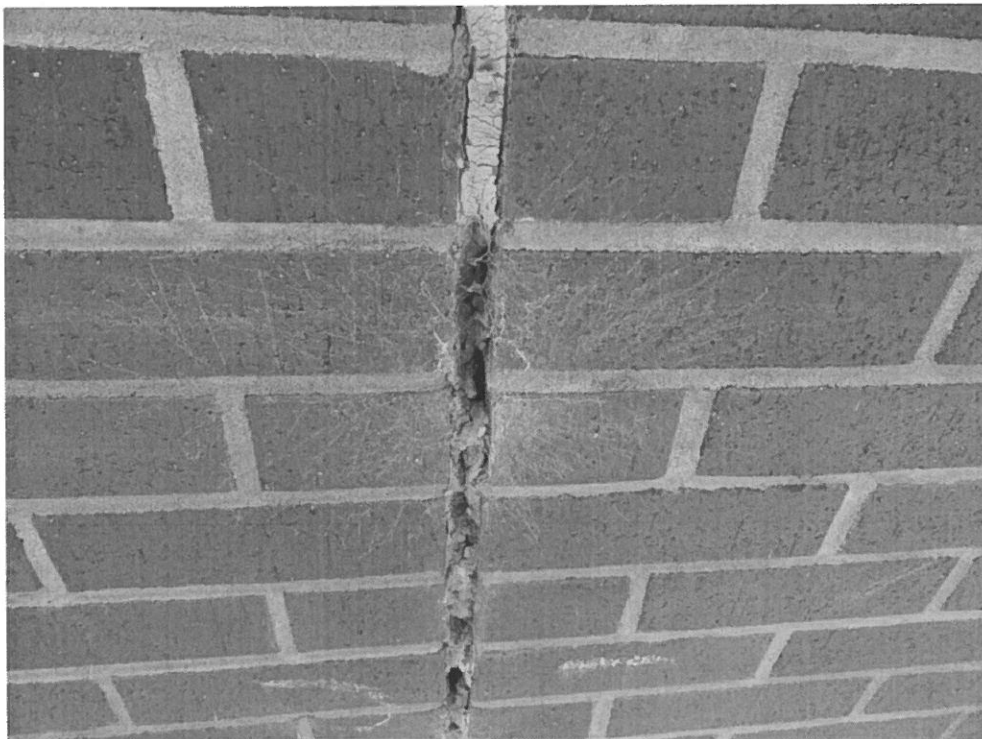


Photo 6, shows deteriorated sealant and backer rod at brick veneer control joints (typical on both schools)

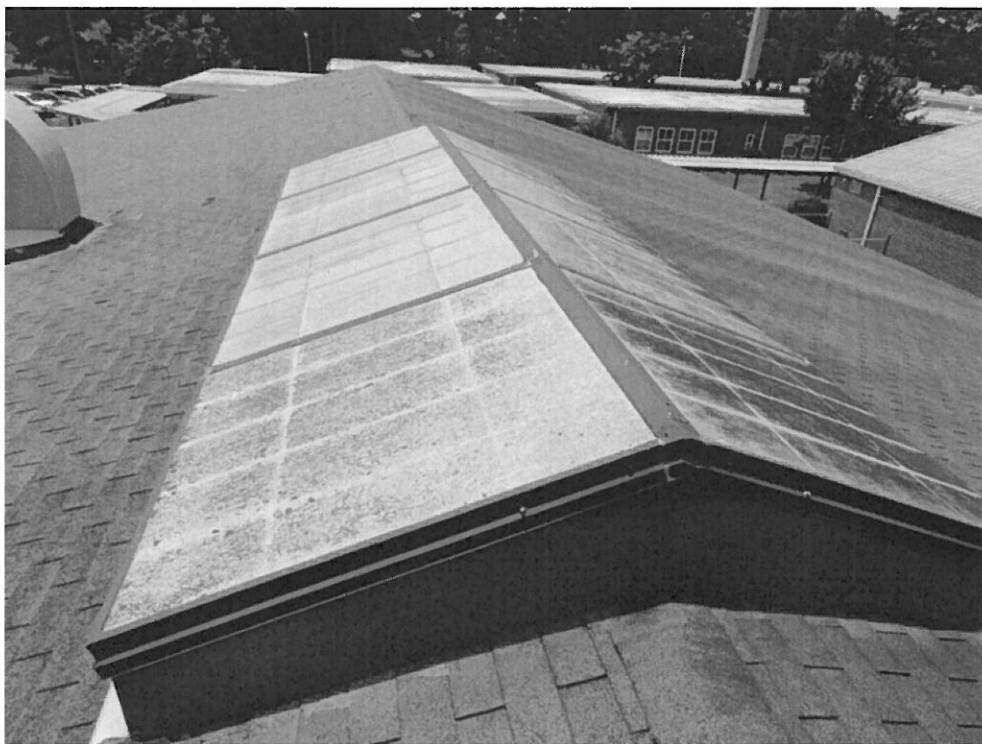


Photo 7 Skylights exhibit signs of UV damage



Photo 8 Leaking windows on adjacent roof



Additional repairs are needed on Building 600 on the Butler Campus, Photos 9 and 10

III. DISCUSSION/RECOMMENDATIONS:

- A. It is understood that the shingles carry a 25 year warranty and the Loadmaster Deck System carries a 10 year warranty but the shingles have lost their serviceability.
- B. It is our recommendation that the shingles be replaced as soon as possible to prevent any further interior substrate damage.
- C. If funding is available other items should be considered to enhance the overall effectiveness of the building envelope:
 - 1. Control joints should be reworked with new backer rod and 20 year silicone sealant.
 - 2. Skylights should be upgraded or restored.
 - 3. Penetrations should be upgraded or restored. If they are no longer in use they should be removed.
- D. Additional items needing attention are the leaking windows on The Multipurpose Building and the split and missing shingles on Building 600.

The following is an outline of the proposed services for Contract Documents and Construction Administration:

IV. CONTRACT DOCUMENTS (CD)

- A. Conduct site visit(s) to develop detailed Contract Documents for the subject facility.
- B. Perform the following engineering design calculations for all roof areas which will be sealed by a Licensed Engineer:
 - 1. Determine design wind loads in accordance with ASCE 7 as required by the current edition of the State Building Code.
 - 2. Primary drainage for compliance with the current edition of the State Plumbing Code.
 - 3. Existing and proposed roof system R-Value for compliance with the current edition of the State Energy Conservation Code.
 - 4. Estimate existing and proposed roof system dead load unit weights to determine load change and the need for a structural analysis. If a structural analysis is required, REI will coordinate applicable work with a licensed Structural Engineer. The cost for the structural analysis (if necessary) is not included in this proposal.
- C. Prepare comprehensive scaled drawings for conditions present to ensure competitive bids are received. All plans and details to be developed on Computer Aided Drafting (AutoCAD).
- D. Prepare technical specifications of the removal or other preparation of the existing roofing system(s) and installation of insulation, roof system(s) and sheet metal for the building.
- E. Issue preliminary Contract Documents for Owner review. Upon acceptance, final Contract Documents will be prepared and submitted.
- F. Provide advertisement for bids to Owner for use in advertising in accordance with applicable laws and/or submit names of three or more qualified Roofing Contractors to bid the Contract Documents.



- G. Hold one Pre-Bid Meeting for potential contractors to review the Contract Documents and resolve any questions that may arise during the bid stage of the project.
- H. Provide addenda as required during the bidding phase.
- I. Analyze bids received and provide a recommendation made based on low bid, alternates, contractor's past performance and Owner's budget restrictions. Submit a certified Bid Tabulation and recommendation for award.
- J. Complete Owner's recommended Form of Agreement between Owner and Roofing Contractor and submit to Owner and Contractor for acceptance.
- K. Issue "Notice to Proceed" with Date of Commencement and construction period established.

V. CONSTRUCTION ADMINISTRATION (CA)

- A. Review and accept, as appropriate, shop drawings and submittals as required by the Contract Documents. Return unacceptable submittals to Contractor as required until compliance with specifications is realized.
- B. According to the tentative bid acceptance, a pre-construction meeting will be held with the successful contractor to ensure a clear understanding of the plans and specifications and review the proposed materials list.
- C. Monitor the construction once every five working days, Monday through Friday only, to verify work completed from previous site visit and to observe work in progress. Photographs will be taken as deemed necessary for documentation. REI cannot comment on work that takes place and is covered while REI is not onsite.
- D. Prepare and submit reports relaying information pertaining to weather, area worked, application methods, and material types installed during the site visit.
- E. Certify Contractor's monthly invoicing based on status of work performed as determined from project site visits.
- F. Route any change orders developed to address changes to the contract requirements.
- G. Upon notification by the contractor that the job is substantially complete, a pre-final inspection will be conducted with REI and contractor personnel. A punch list will be prepared to list any items that require further treatment.
- H. Upon notification by the contractor that the job is fully complete, a final inspection will be conducted with REI, contractor and Owner personnel. If required, a punch list will be prepared to list any minor items that require further treatment.
- I. Upon completion of work, verify compliance of warranties and forward to Owner with close-out documents and final billing.



IV. FEES

Based on the anticipated scope of work for this project, the opinion of probable construction cost and proposed engineering fee are:

	Shingles	Metal Roofing
Opinion of probable construction cost	\$384,000.00	\$480,000.00
Contingency (5%)	\$19,200.00	\$24,000.00
Total Construction Cost	\$403,200.00	\$504,000.00
Engineering Fees (CD & CA)	\$36,720.00	\$40,800.00
TOTAL PROJECT BUDGET	\$439,920.00	\$544,800.00

The above construction estimate is based on a unit cost of \$8/square foot for shingles and \$10/sq. ft for metal roofing and is just based on the roof replacements.

Additional budget numbers addressing the additional deficiencies observed during our evaluation and a breakdown of Engineering Fees will be provided once the specific repairs are selected by the Owner.

II. PROJECT SCHEDULE

A. A project schedule can be completed once the scope of work has been finalized.

If this proposal meets with your approval, please sign the attached agreement and return to us. This proposal will remain firm for a period of thirty (30) days. After that time, we reserve the right to review scheduled commitments and prices.

If you have any questions regarding this matter, please do not hesitate to call.

Respectfully submitted,

REI Engineers



John Davinson, RRO
Project Manager



Kenneth G. Tyner, PE, RRC
Executive Vice President

Enc: Terms and Conditions to Agreement for Engineering and Consulting Services
Agreement for Engineering and Consulting Services



**PROJECTED BUDGET FOR ROOF MAINTENENCE,
REPAIRS, AND REPLACEMENT THROUGH 2020**

School	Building #	Area(sf)	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
L.C. Kerr School	1A	31,803	\$500 W	\$500 W	\$500 W	\$500 W	\$500 W	\$500 W	\$2,000 M	\$2,000 M	\$2,000 M	\$288,000 RP
	1B	1,400	\$400 M	\$400 M	\$400 M	\$400 M	\$400 M	\$400 M	\$400 M	\$400 M	\$400 M	\$400 M
	2	24,597	\$2,000 M(R)	\$1,500 M	\$1,500 M	\$1,500 M	\$125,000 RP	\$1,000 M(W)	\$1,000 M(W)	\$1,000 M(W)	\$1,000 M(W)	\$1,000 M(W)
	3	9,014	\$2,000 M(R)	\$1,500 M	\$1,500 M	\$1,500 M	\$1,500 M	\$1,500 M	\$1,500 M	\$1,500 M	\$45,000 RP	\$500 M(W)
Butler Avenue School	1A	29,596	\$500 W	\$1,500 M	\$1,500 M	\$270,000 RP	\$500 M(W)	\$500 M(W)	\$500 M(W)	\$500 M(W)	\$500 M(W)	\$500 M(W)
	1B	4,988	\$500 W	\$500 W	\$500 W	\$500 W	\$500 W	\$500 W	\$500 W	\$500 W	\$500 W	\$500 W
	2	6,339	\$2,000 M	\$2,000 M	\$2,000 M	\$2,000 M	\$2,000 M	\$3,000 M	\$3,000 M	\$3,000 M	\$3,000 M	\$3,000 M
	3	10,768	\$2,000 M	\$1,500 M	\$1,500 M	\$1,500 M	\$1,500 M	\$1,500 M	\$55,000 RP	\$300 M(W)	\$300 M(W)	\$300 M(W)
	4	11,205	\$1,500 M	\$1,500 M	\$1,500 M	\$1,500 M	\$1,500 M	\$1,500 M	\$1,500 M	\$1,500 M	\$1,500 M	\$1,500 M
Sunset Avenue School	1	23,451	\$500 W	\$500 W	\$500 W	\$500 W	\$500 W	\$500 W	\$500 W	\$1,000 M	\$1,500 M	\$1,500 M
	2	13,940	\$1,000 W	\$1,000 W	\$1,000 W	\$1,000 W	\$1,000 W	\$2,000 M	\$2,000 M	\$2,000 M	\$2,000 M	\$2,000 M
	3	10,541	\$2,000 M	\$2,000 M	\$2,000 M	\$2,000 M	\$2,000 M	\$2,000 M	\$2,000 M	\$2,000 M	\$2,000 M	\$2,000 M
	5	24,000	\$3,000 W(R)	\$500 W	\$500 W	\$500 W	\$500 W	\$500 W	\$500 W	\$216,000 RP	\$500 M(W)	\$500 M(W)
Sampson Middle School	1 & 2	60,300	\$4,000 W(R)	\$500 W	\$500 W	\$500 W	\$500 W	\$500 W	\$500 W	\$500 W	\$500 W	\$500 W
	3	4,300	\$500 W	\$500 W	\$500 W	\$500 W	\$1,500 M	\$1,500 M	\$40,000 RP	\$500 M(W)	\$500 M(W)	\$500 M(W)
College Street School Administration Bldg.	1	8,000	\$2,000 M	\$72,000 RP	\$500 M(W)	\$500 M(W)	\$500 M(W)	\$500 M(W)	\$500 M(W)	\$500 M(W)	\$500 M(W)	\$500 M(W)
College Street School	2	6,000	\$500 W	\$500 W	\$500 W	\$500 W	\$500 W	\$500 W	\$500 W	\$500 W	\$500 W	\$500 W

ANNUAL SUMMARY

\$24,900	\$88,400	\$16,900	\$285,400	\$139,400	\$18,400	\$111,900	\$233,700	\$62,200	\$303,700
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LEGEND:

R	Repair
M	Maintenance
RP	Replacement
W	Warranty Maintenance
M(W)	Currently Maintenance (Proposed Warrenty after replacemant)

NOTE: ALL COSTS ARE ESTIMATED IN 2011 DOLLARS.



P. O. Box 439
Clinton, North Carolina 28329
Telephone: 910-592-1401
Fax : 910-590-2445
www.sampson.k12.nc.us

**Sampson County
Board of Education**

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Chairman
Faye Gay
Vice-Chairman
Mary Brown
Sonya Powell
Dewain Sinclair
Glenn Tart
G.H. Wilson*

Interim Superintendent
C. Michael Warren

September 13, 2013

Mr. Ed Causey
County Manager
Sampson County
406 County Complex Road, Bldg C
Clinton, NC 28328

Re: School Roofing Needs

Dear Mr. Causey:

We have revisited our current roofing needs for Sampson County Schools and have determined that our roofing needs remain the same as previously submitted. Current needs are as follows:

Roseboro Middle Gymnasium	\$141,750.00
Union Intermediate Gymnasium	\$149,500.00
Hobbs High Gymnasium Area	<u>\$161,000.00</u>
	\$452,250.00

These projects should resolve our short term roofing needs. We appreciate your assistance as we attempt to properly maintain our county school investments. Please do not hesitate to call if you have any questions.

Sincerely,

W. Anthony Vann
Executive Director of Auxiliary Services
Sampson County Schools

cc. Mr. Michael Warren, Sampson County Schools
File

Capital Roofing

2013-2014

3

Roseboro Middle Gymnasium **	\$ 141,750.00
Union Intermediate Gymnasium **	\$ 149,500.00
Hobbs High Gymnasium Area	\$ 161,000.00
	\$ 452,250.00

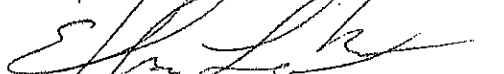
** Option #2

Overlay existing roofing with 45 mil
TPO single ply membrane
10 year warranty/membrane

Roseboro Middle Gymnasium	\$ 43,000.00
Union Intermediate Gymnasium	\$ 45,000.00
Hobbs High Gymnasium Area	\$ 161,000.00
	\$ 249,000.00

Passed by the majority vote of the Board of
Education of Sampson County on the 28th
Day of January, 2013


Chair, Board of Education


Secretary, Board of Education

We, the Board of County Commissioners of Sampson
County hereby approve the Capital Outlay Budget for
Sampson County Schools as indicated above and have
Made entry of this budget on the minutes of said Board,
this the _____ day of January 2013

Chairman, Board of Commissioners

County Manager

Approved _____ Disapproved _____

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 4 (f)

Meeting Date: October 7, 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

SUBJECT: Appointments

DEPARTMENT: Governing Body

PUBLIC HEARING: No

CONTACT PERSON: Vice Chairman Jarvis McLamb

PURPOSE: To consider appointments to various boards and commissions

Workforce Development Commission There are three vacancies for Sampson County appointees on the Workforce Development Commission - two private sector representatives and an appointee from a community-based organization. Each of appointees must meet the specific criteria as set forth in the Workforce Investment Act. Staff has determined that a representative of Tarheel Challenge would be eligible as a CBO organization, and Deputy Program Director Frank Bolton is willing to serve. Recommendations for private sector business appointees would be appreciated.

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 5

Meeting Date: October 7, 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 the minutes of the June 10, 2013 and September 24, 2013 meetings
- b. Adopt a resolution proclaiming October as Breast Cancer Awareness Month
- c. Schedule a public hearing regarding closeout of 2010 Community Development Block Grant Program for Monday, November 4, 2013
- d. Approve the Agreement between Johnston Community College and Sampson County EMS for clinical affiliation/field internships
- e. Approve the Ordinance to Prohibit Smoking and the Use of Other Tobacco Products in County Buildings and Vehicles (see also information provided regarding adoption of ordinance when introduced)
- f. Approve the Memorandum of Understanding between the County of Sampson and Waste Industries, LLC for extension of the contract for solid waste collection
- g. Approve amendments to the Records Retention Schedules for County Management, Tax Administration and Register of Deeds pursuant to NC Department of Cultural Resources
- h. Approve the renewal of the contracts for the Mt. Gilead container site (Bass site at \$2,000/year; Taylor site at \$750 total)
- i. Approve execution of the Grantee Acknowledgements and Grant Agreements between the County and Golden Leaf Foundation for Project Trio and Project Triumph
- j. Approve disabled veterans tax exclusion applications from Forrest C. Tyler and Stephen Joel Carlson
- k. Approve tax refunds
- l. Approve budget amendments

RECOMMENDED

ACTION OR MOTION: Motion to approve Consent Agenda as presented

**SAMPSON COUNTY,
NORTH CAROLINA**

**June 10, 2013
Recessed Meeting**

The Sampson County Board of Commissioners reconvened their recessed meeting at 6:00 p.m. on Monday, June 10, 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.

The Chairman convened the meeting and called upon Commissioner Strickland for the invocation.

Item 1: Closed Session

Upon a motion made by Commissioner Strickland and seconded by Commissioner Parker, the Board voted unanimously to go into Closed Session pursuant to GS 143-318.11(a)(4) to discuss matters relating to an industrial prospect. Minutes maintained separately. Upon a motion made by Commissioner Strickland and seconded by Commissioner Kirby, the Board voted unanimously to come out of Closed Session. No action was taken.

Item 2: Medicaid Transportation Bid Consideration

County Manager Ed Causey recalled that the Board had asked him as a follow-up to the June 3, 2013 meeting to look into the Medicaid Transportation issue to determine possible courses of action. He reported that he, County Attorney Annette Chancy Starling, Finance Officer David Clack and DSS Director Sarah Bradshaw had met Tuesday to discuss Medicaid Transportation. On Thursday, they had met with each of the potential vendors for transportation services - in person with Mr. Ricky Moore of Enroute and representatives of Van-Go Transportation via phone. Mr. Causey stated that even though he had worked with federal contracts at a minimum of forty years, he wanted to have some clarification on the contracting issues. He noted that the Medicaid Transportation contract was different in that it was not an exclusive contract. He stated that irregardless of the contracts awarded by the Board, there were any number of contracts which could be entered into. A formal contract would be necessary, he stated, if the money that was anticipated being spent was in excess of \$25,000. He added that on any given day when DSS were assigning contracts, the contract is extended to the lowest cost provider that is available. He stated that if a person needing service had a neighbor or someone willing to provide transportation service at less cost than an existing contract, they would get the contract. He stated that as the County pushed forward with this, at the end of the day, the beneficiary is going to be the lowest cost provider, regardless of how many contractors.

With regard to the issue of lowest "responsible" bidder, Mr. Causey noted that a company could be very valid but their bid for a particular contract not be considered responsive. It was not a character assassination, he stated. He referred to his federal government experience where one contractor may have the capacity to do one thing but not another. He stated that there was some flexibility in how one may evaluate what is a responsive contract; while he may determine one is responsive, the Board may determine another is responsive. County Attorney Annette Chancy Starling reviewed her memorandum dated June 8, 2013 regarding the applicable law regarding responsive bids (attached hereto). She explained that under state law "responsible" had been interpreted to mean the "skill, judgment, and integrity necessary to the faithful performance of the contract, as well as sufficient financial resources and ability." Under federal law, she noted, there were seven criteria looked at: (1) adequate financial resources; (2) ability to comply with the delivery and performance schedule; (3) satisfactory performance record; (4) satisfactory record of integrity and business ethics; (5) necessary organization and experience; (6) necessary equipment and facilities; and whether they were (7) otherwise qualified (under federal law). Ms. Starling stated that DSS Director Sarah Bradshaw had initially determined that Enroute was the lowest responsible bidder given Van-Go's lack of experience, equipment, and a performance record. This was a reasonable determination; however, that was a subjective opinion, and the Board may arrive at a different conclusion.

Ms. Starling stated that in meeting with the County Manager and the DSS Director, the DSS Director had explained that the Board could enter into multiple contracts, and that contractors had to comply with certain conditions, i.e. background checks on employees, drug testing, having certain procedures in place. Thus, a proposal was made that the Board enter into one contract now with Enroute, and when Van-Go was able to meet all the contract requirements, the Board would enter into another contract with Van-Go. She reiterated that day to day, when there are two contracts, DSS has to give the ride to the lowest costing contractor, even if it were a family member or a neighbor offering to take the individual to their appointment. She stated that having multiple contracts was a good thing to the extent that there are backups to the original contractor. At the same time, the County would need to ensure the people you were entering into a contract with can comply with the contract, she added. She stated that the Board could wait and enter into the contract with Van-Go or the Board could enter into two contracts at this time, with the understanding that neither company would be given any units until DSS verifies that they have met all of the contract requirements. As an example, she stated, if they verify that Enroute can meet all of the contract requirements sooner (because they are currently providing the service), then Enroute would begin receiving the units. Then, whenever Van-Go can come online and meet the requirements, the contract would already be in place and DSS could begin referring units to them. Ms. Starling stated that when they had talked with Dr. Osman of Van-Go, he seemed to understand this; he had said it made sense to him, because what if he did not have the equipment (he currently has one vehicle and is wanting to acquire

additional vehicles). Ms. Starling explained that he had acknowledged there could be a time that Van-Go would not have enough vehicles and the referrals would go to Enroute, the more expensive contract. Chairman Lockamy asked who would be scheduling all of these referrals, and it was noted that this was the responsibility of DSS to make the referrals.

Ms. Starling reviewed a portion of her memo which stated that one risk was the fear of entering into a contract with a new company with no performance record to review and no experience providing the applicable service being able to handle all of the referrals, and if the other current contractor is not able to stay in operation or cuts his capabilities dramatically because it is unclear how many referrals the County will make to him. If Enroute does decrease its business or go out of business and if Van-Go is unable to handle the requirements of the contract, there is a possibility that some citizens in this program will go without this service until other arrangements are made.

Mr. Causey reiterated the two options found in the County Attorney's memorandum:

- (1) The Board can accept Ms. Bradshaw's recommendation and enter into a contract with Enroute as of July 1, 2013 and instruct DSS to work with Van-Go and, when Van-Go has met all the contract requirements and demonstrated that it will be able to perform under the contract, to bring a contract to that Board between the County and Van-Go.
- (2) If the Commissioners believe that both companies will be able to perform adequately under the contract, the Board can enter into contracts with both Enroute and Van-Go with the condition that DSS verify that the companies meet all contract requirements before any referrals are made. If DSS is able to verify that both companies meet the requirements of the contract, the referrals will first be made to Van-Go, because of the program requirement that DSS use the cheapest qualified mechanism to transport program recipients to their destination. However, if Van-Go is unable to handle referrals due to lack of equipment or scheduling concerns, the referrals will be made to Enroute. If, during performance of the contract, DSS determines that either company is no longer fulfilling the contract requirements, DSS can suspend that contract and use the other provider until the contract requirements are once again being met.

Chairman Lockamy asked about the bid rates and if the companies would have the opportunity to change or lower their bids. Finance Officer David Clack stated that they would remain the same based upon staff's discussion with the contractors. He noted, however, that Dr. Osman had indicated that he might want to raise his rate if he was not going to get that much business. Regardless, based upon the rules, the referrals would go to the contractor with the lowest rate - even if it were a neighbor or family

member (which is reimbursed at 28 cents per mile) - as long as they were able to provide the services and accept the referral. He noted it would be a capacity issue; conceivably, the Medicaid population could continue to grow to the point that neither bidder could do the contract by themselves. Once the DSS monitoring visit was satisfied, and it was determined the contractor could perform the scope of work in the contract attachment, the lowest bidder would be offered all of the referrals they could handle. Ms. Starling added that the contractors would have to continue to meet the provisions throughout the term of the contract. Chairman Lockamy asked if staff had talked with both bidders about this, and Ms. Starling stated both were aware of both options. Chairman Lockamy asked if they understood them and were agreeable, and Ms. Starling stated that Dr. Osman stated he was fine. Mr. Clack stated that he talked about raising his rate when he thought that he would only be getting a small portion of the contract, and staff told him that once he met the scope of work conditions and DSS has satisfied such, Van-Go would get all the referrals as long as they had the lowest rate. Commissioner Kirby pointed out to Mr. Clack that two of Dr. Osman's associates in attendance were shaking their heads no in disagreement. Mr. Clack and Mr. Causey both stated that they had spoken with Dr. Osman, and there were four people in the room listening to the conversation. Ms. Starling stated that Enroute, while they wanted to continue to provide the service, said they would have to think about their costs, and that it was a concern to them if they could afford to.

Commissioner Kirby stated that when he was the attorney for Clinton City Schools, they were sued with regard to the project for the Kerr School auditorium construction because they did not give the contract to the lowest bidder. He stated that this occurred about fifteen years ago, and he had the opportunity to look at the rules, the law, and remembered litigating the case, which took two years to get through. He recalled that their attorney, Neil Yarborough, a very experienced construction lawyer, hit them with everything he had. He stated that he almost remembered General Statutes 143-129(b); he could read them in his sleep, what it meant. He stated that he was not offering legal advice, but speaking as a commissioner. He stated that there was a lot of case law on the matter and North Carolina cases on what it meant to be lowest responsible bidder. What the courts were looking for, he said, was evidence of irresponsibility, cases where you had been sued, where you breached a contract, where you failed to perform or had done some things in the past not very kind. He stated there were not a lot of cases, unless it was a specific type industry such as medical stuff, that would deal with experience as a thing which would cause you to be irresponsible. Having lack of experience, in and of itself, he stated, doesn't make you not responsible. He stated his question was going to be, and if he were Van-Go, and the Board did not give him the contract, you'd be looking at a lawsuit. He stated that was something the Board ought to consider. He stated that with all due respect, he had looked at the Board Attorney's summary, and it was correct. However, he stated, it would be a court's decision on whether or not they are responsible, once you go to trial. When you go to trial, unless you can come up with something such as Van-Go missed this contract, or

they did something wrong - the only thing you are going to say is that they are new. He stated that in his opinion, you would have some problems. He stated there was only one thing to do in this situation, especially in court where you are going to hear other things that perhaps the Board didn't want to hear - the 800 pound gorilla in the room - the fact that the Director's ex-brother-in-law is the owner of the company. The Chairman interjected that he would not allow this to be discussed, and Commissioner Kirby stated that he would talk about it because the people of Sampson County were talking about it. Commissioner Kirby stated that the Chairman could not shut him up on the issue, and Chairman Lockamy called for a ten minute recess.

After the Board reconvened, Chairman Lockamy stated that if there were a personnel issue that the Board needed to discuss in Closed Session, they should do so. Commissioner Kirby stated that he was not discussing a personnel issue. He stated that he was expressing his views on the nature of the contract. He stated that he was elected by the people of District 5, not put on the Board of Commissioners by Mr. Lockamy, Mr. Strickland, Mr. Parker or Mr. Causey. He stated that he had an absolute duty to represent the people of his district. He stated that he understood what the rules were with regard to open discussion and debate and resented the Chairman telling him not to cover items he knew people in his district were talking about. He stated that people in his district were talking about the appearance of corruption in government; they were talking about things which appear improper. He stated that perception was reality. He stated that he was not saying that the Director had done anything wrong, in fact he was saying the opposite that she had done her very best and that she had done a good job. Even with that, he said, you cannot take away from the thought that somebody may say that because she may be advocating for the contract she may be doing it for her nephew, her blood relative. Chairman Lockamy stated that this was personnel and moved that the Board go into Closed Session. Commissioner Kirby stated that it was not personnel, he was stating what somebody may think, what their perception was. He stated that he was not saying she [the DSS Director] did anything wrong, he was just stating that there was an appearance of impropriety. Commissioner Kirby stated that he knew [the Director] and thought she was acting honestly, openly and doing the very best she can. He did not think she had done anything personally wrong, but when someone else on the outside looks at the situation, that is what they would see. He stated that was what he was hearing, and incidentally, also hearing it from people in the Chairman's district who were calling him up. Commissioner Kirby stated if there were a lawsuit for this bid, this is something which very well may come up. He added that perception was reality. For this reason, he said, going down the road of not giving the contract to the lowest bidder was inviting a lot of problems. He stated that he was told that the people from Van-Go, when they came for the bid - and this was something that would come up in a lawsuit - that they went to the post office and when they came here for the bid, their bid documents were not here. Then, he stated, when you go to the post office, the folks at the post office said that it has been there and the folks from the County picked up every document except theirs, except that one

document. Commissioner Strickland stated that that was speculation, and Commissioner Kirby stated that the Postmaster said that it was left there. Commissioner Strickland noted that it was left there, not that they left it there. Commissioner Kirby stated that the post office did say they, the folks from the County, didn't pick it up; their documents were left there when other documents were retrieved. He stated that all of that would come out if there were a lawsuit, and when all the things were added up, it didn't look good.

Commissioner Parker stated that when he had spoken previously on the matter, he had spoken about confusion if it wasn't done like it was supposed to be. He stated that what the Board had was confusion over the issue, that they all were saying it was the low bidder that gets the contract. He stated that the Board was vacillating over the same thing over and over again. He stated that he didn't know how these restrictions and requirements were coming up at this time, and his question was had they been used the whole time. He stated that something was wrong with this picture. Mr. Causey stated that he thought staff had clarified that this was not an exclusive contract. Mr. Parker stated that he thought Mr. Causey had stated that that the one who was lowest was supposed to get the contract, the one with the most bang for the buck, and asked what that meant. Mr. Causey stated that he didn't remember the statement, but assumed that it meant efficiency, the one who could provide the most services for the least amount of dollars. Mr. Parker asked how that could be determined until it was put into action. Mr. Causey stated that in neither of the scenarios presented, was staff suggesting that the Board end up with less than two contracts. In fact, there may be more contracts; it was just a matter of how it was done. Mr. Clack added that there was no guarantee that either of the contractors would get any business. Commissioner Parker asked why the bid system was used then, and Mr. Clack stated that years ago the contract was bid out when the services were started and the bidding continued every three years. Mr. Clack stated that it was not necessary for it to be bid out the way it was done because for anyone who can provide this service, and that the County anticipates paying more than \$25,000 in a year, the County must have a contract. The County could get ten people tomorrow, Mr. Clack added, who wanted to provide Medicaid transportation services and agreed to meet all of the criteria and had rates that varied from 10 cents a mile to ten dollars a mile, and contracts could be brought to the Board each and every one if it was thought there would be a time when the County would need them, i.e. a spike in Medicaid clients needing transportation. If both vendors were needed, he explained, the County would be paying \$1.65/mile for one vendor and \$2.55/mile to another. The County was not awarding a million dollars of business, he clarified; the County had asked what would be your rate to provide the particular service under certain conditions to eligible Medicaid recipients in Sampson County. It was not, he stated, a promise of business. If Medicaid clients went down to nothing tomorrow, he stated, there would be no need for Medicaid transportation, and the County would have two contracts which were meaningless. Commissioner Parker stated that the issue was now, with the contracts in hand now. He asked how many bids

the County had received in the past, and Mr. Clack stated that it was seldom the County ever received more than one. He recalled that last year, Sampson Area Transportation had bid at over \$3.00. Since Enroute would have received all the business any way, there was no contract let for Sampson Area Transportation. Ms. Starling added that if any time during the year, if anyone came forward and said that they could do the service at a lower rate, it would be incumbent upon DSS to investigate whether or not they could comply; they are required to provide the service at the lowest rate possible. Mr. Clack stated that the County sought rates and told the vendors how much business they could anticipate Countywide. He noted that it was misleading that the County was bidding and awarding, but it had not been an issue in the past because there was seldom more than one bid. Commissioner Parker asked why at this time, with these bids, was the County going through this situation. He asked how requirements could be put on someone before they had the opportunity to sit down with someone, and Mr. Clack explained that the requirements were already in the contract. Commissioner Parker stated that they could not go on experience; how was the bidder supposed to get experience until they are considered for the contract. He stated that long story short, everyone agreed that the one with the lowest bid was supposed to get the contract, and we were undermining the very process we were using. He stated that what to do was as plain as the nose on your face - fair, honest government.

Chairman Lockamy stated that he personally thought that staff and Ms. Bradshaw had presented their case fairly. In his opinion, he said, she was not taking sides, as was noted with someone kin to her in the past. He stated he resented the bringing of her nephew into the situation of this magnitude. He stated that as far as the multiple contracts, it would weed itself out. He asked if the Board was even thinking of the recipients of the service, noting that he knew of two people on his farm that they picked up every morning. He asked if they were going to put these people in jeopardy with a new company that did not have the vans, or the drivers, although they could get them. He stated that we had two or three weeks, and people waiting for the services; he thought the fair thing to do was award it to the two people and let it weed itself out.

Commissioner Kirby stated that it was amazing how some would put this kind of risk to those very people - if it is a 2-2 vote, the County not having the service. Weighing the evidence on both sides, he stated, there is on one side a company which is untested; there is nothing else against them. What is being risked, he stated, was the possibility of a lawsuit, a possibility when you mention the nephew of some people looking at it as just not right. He stated that he mentioned the nephew because it was her [Ms. Bradshaw's] blood; he had a nephew and knew how he felt about his nephew. He stated he had buried a nephew, and it was like ripping the heart out of him. There was nothing he wouldn't do for any of his nephews, he said. He reiterated that he was not suggesting that Ms. Bradshaw was doing anything wrong, but on the outside, anyone who has a nephew, they know how you feel about them, and you can't ignore

that. When this is added to all the other things he was aware of, he stated, it is just not going to look good if Sampson County is sued. He acknowledged that everyone had their opinions, but he was going to vote how he thought it should be voted: the contract should be given to the lowest responsible bidder as by law provided. If there were a list of why Van-Go could not comply, he stated, that would be one thing. They do not have cars yet, but with enough funding you can get as many cars as you need, he said. He stated that he thought it would be a big mistake if the Board did not award this to the lowest bidder. He said he was not going to vote for the highest bidder in this economy where they may have to end up sending people home. He stated that it was wasting money to give a contract to the highest bidder.

Commissioner Strickland stated that Ms. Bradshaw had, in her best professional opinion, in her best professional judgment, based upon the number of years in her capacity, thought that Enroute, at this time, could do a better job. The reason this thing came up with regard to being responsible was that they thought that they could not be ready. He stated that she had directed the Social Services Department for a number of years now, as far as he knew without any complaints, and had done a superb job. He noted that she had served as State president of her association, that was how she was thought of by her peers. So, he stated, her judgment did hold some credibility. Based on the situation as it stood, he stated he could live with both companies being awarded a contract that would include Van-Go.

Commissioner Parker asked if this had been explained to Van-Go, and Mr. Causey stated that four staff had participated in an hour and half conversation with the President of Van-Go. All of them had explained the concept, Mr. Causey stated, and he was fine with it. Ms. Starling stated that this was because he understood that as soon as he met the contract, because he has the cheapest rate, he would get the first referral. DSS, she noted, was required to use the cheapest way, so he could be called to see if he could take the person and if he said yes, the referral would go to him. She reported that Dr. Osman's response when staff talked to him was that this was great because he would get the majority of the business; it would be like having the whole contract. If he could do it, he would get the business.

Commissioner Kirby stated that his only problem with the dual contract was wouldn't Van-Go be at the mercy of the Director, or whoever was scheduling? They could get routes that were crummy, he said. Commissioners Strickland and Lockamy voiced their disagreement at the speculation. Ms. Starling clarified that the first thing DSS would do for each referral would be to call Van-Go, as they were required to do; the reason for dual contracts is to have a back up. If one company goes out of business or their vans mess up, she stated, then there is somebody else available. Commissioner Kirby asked why have two contracts if Van-Go is the lowest provider, why come up with the construct of having the highest bidder involved. If Van-Go is the lowest bidder, he stated, let them do it. If they can't do it, then get somebody else, he stated. He

said it seemed to be double talk to just get around the law, forgetting about GS 143-129(b). He said that doesn't make sense, and it was not right; just give it to the lowest bidder. He stated he didn't know how you would justify paying someone more money. On every call made, they would be the lowest bidder at \$1.65, he stated, while Enroute would be almost a dollar higher. Mr. Clack and Mr. Causey clarified that this would be so if they had the capacity and unless someone else had a lower rate. Commissioner Kirby stated that it was interesting, had this ever happened, and Mr. Clack stated that it had never happened. Commissioner Kirby asked wouldn't somebody look at this, since the one year that somebody bids lower, all of a sudden the rules changed. He stated that no one said anything to Enroute last year that if someone comes lower, they would be given the contract; Enroute had the contract exclusively at \$2.15.

Commissioner Parker posed a hypothetical question if dual bids were awarded. He noted that patients were at risk with the Board sitting talking about this, delaying time; they are the ones suffering. To be fair, if the Board decided to do that, he asked, was there a way to monitor to make sure it was done fairly? Chairman Lockamy stated that he thought the staff would do it fairly and right; if the lowest one got it every time, eventually he would get it all. Commissioner Parker asked if it could be monitored to be fair and impartial. Mr. Causey stated that staff would look into the review process.

Commissioner Kirby stated that his question was how much it would cost to defend the lawsuit. Mr. Causey pointed out that either solution ended in a contract, so he was not so sure they were penalized. Commissioner Kirby stated that he was not so sure Van-Go would agree as representatives in the audience were shaking their heads, saying that Dr. Osman did not agree to that. Chairman Lockamy asked if Commissioner Kirby were believing them instead of County staff, and Commissioner Kirby asked what if staff were mistaken. Chairman Lockamy stated that he had too many doubts, and Commissioner Kirby stated that he had doubts because the law was not being followed.

Commissioner Strickland moved that the Board accept proposal 2, as listed in page 2 of the County Attorney memorandum and as read by the Clerk: *If the Commissioners believe that both companies will be able to perform adequately under the contract, the Board can enter into contracts with both Enroute and Van-Go with the condition that DSS verify that the companies meet all contract requirements before any referrals are made. If DSS is able to verify that both companies meet the requirements of the contract, the referrals will first be made to Van-Go, because of the program requirement that DSS use the cheapest qualified mechanism to transport program recipients to their destination. However, if Van-Go is unable to handle referrals due to lack of equipment or scheduling concerns, the referrals will be made to Enroute. If, during performance of the contract, DSS determines that either company is no longer fulfilling the contract requirements, DSS can suspend that contract and use the other provider until the contract requirements are once again being met.* Commissioner Lockamy

seconded the motion, but it failed upon a tie vote of 2-2 (Commissioners Strickland and Lockamy voting aye; Commissioners Kirby and Parker voting nay).

Commissioner Kirby moved that the Board award the contract to Van-Go and after awarding them the contract, that the other specification in option 2 consistent with the following: if Van-Go is unable to fulfill their obligations and duties under contract awarded to them for the amount that they bid on, under those circumstances Enroute will be utilized to cover the individuals Van-Go was unable to do. Commissioner Parker seconded the motion. Mr. Clack clarified that this would mean the Board would approve a contract to Enroute only at such time as the County needed to utilize them. Mr. Causey asked if that were consistent with the Medicaid transportation regulations, and DSS Director Sarah Bradshaw stated that Medicaid regulations would say that at any time you had to have a contract, a provider who is able to meet the requirements; you cannot wait an hour, a day, to bring another person under contract. Someone else would have to provide the service until a contract could be approved, she stated, and Mr. Clack noted that he did not know what would have been done had Enroute not been able to do it. He speculated that Sampson Area Transportation would have had to try to provide the service, but this had never happened. Commissioner Kirby stated that if Van-Go performed under the contract, this was a non-issue. Commissioner Strickland noted that the motion was very similar to options offered by staff, and Commissioner Kirby noted that his motion was different in that it followed the law and awarded the contract to the lowest bidder. Chairman Lockamy stated that he had seen times when the lowest bidder was not the best. He was concerned that they might not be able to perform, and he was thinking of the citizens and the possibility of the County receiving chargebacks. The motion eventually failed on a tie-vote of 2-2 (Commissioners Kirby and Parker voting aye; Commissioners Strickland and Lockamy voting nay).

Commissioner Strickland asked if a compromise was possible, and Commissioner Kirby replied that he thought that is what his motion was. He stated that the citizen would suffer if the County cost them \$300,000 out of their pockets; even thought it was Medicaid money, it was still taxpayers' money. He stated citizens would suffer if the County got a lawsuit and it cost to defend. Chairman Lockamy asked if a lawsuit was possible, and Ms. Starling stated that the contract did not bind the County to award any units at all; she did not know what they would recover. Commissioner Kirby stated that he respectfully disagreed. Commissioner Parker asked hadn't the Board just switched it around and put the lowest bid to start the service and the high bid to continue if the low bid can't perform the duty. Chairman Lockamy stated that experience was proven. Commissioner Strickland read the portion of the option that said, "if DSS is able to verify that both companies meet the requirements of the contract, the referrals will first be made to Van-Go, because of the program requirement that DSS use the cheapest qualified." Commissioner Parker asked what qualification were they talking about, and staff pointed out that it was the qualifications found in the contract Attachment B in their meeting agenda. He asked how can they qualify or pass judgment

on someone if they had never performed the service. He pointed out that Dr. Osman had stated he could get the equipment and interview and hire employees from Sampson County who knew the routes. He stated that if it were Enroute he would feel the same way because he was fair and believed in doing things the right way. Commissioner Kirby stated that there was speculation that Van-Go was going to fail and Enroute was going to succeed; there is no guaranty that things couldn't happen to debilitate Enroute, and there was no certainty. He reiterated that the purpose of the bid law was to save the taxpayers money. Commissioner Kirby offered that he was not casting aspersions on Enroute, and they were doing a wonderful job, but that was beside the point. It was irrelevant, he stated, when it came to the bidding statute. Chairman Lockamy asked the County Attorney if the bid must be awarded to the lowest bidder, and Ms. Starling stated that it had to be awarded to the lowest responsible bidder. She explained that in this context, the contract did not have to be bid out, but it was a requirement of the Medicaid program that they had to use the cheapest mechanism that complies with the requirements to refer people. That is why, she stated, that the options stated that whichever company was able to meet all the requirements would be used.

Chairman Lockamy questioned if the staff had talked with the contractors, and they were willing to accept the second option presented, why not go with that. It was suggested that the owner of Van-Go be contacted to express to the Board his willingness to accept the options provided. Commissioner Kirby reiterated that the County had the obligation to give the contract to the lowest responsible bidder. The dilemma, he stated, was that Van-Go was on the hook for doing the contract for \$1.65. If the Board came up with another deal where they could charge more or get more, and even if they agreed not to sue the County, the citizens were out that amount of money, he stated. The County has a built in agreement for \$1.65 per mile, without surcharge, he added. If the concerns were that Van-Go cannot do the contract, then give them the contract and if they don't do, they can't have it, he stated. Then, he stated, speculation was out the window and the Board would have done what the law requires and the County would have assurances that if they did not fulfill their obligations in performance of the contract there would be other measures to protect the citizens - the only just way to do this.

Commissioner Strickland asked if staff had further recommendations. Mr. Causey stated that staff had worked diligently, trying to be immensely fair to everyone in order to help the Board get past the hurdle, including his leaving a sick wife in the hospital. He added that to ensure there were no misunderstandings, he had asked the County Attorney and Finance Officer to be present for the vendor discussions. He stated he felt they had been fair not only to the Department of Social Services, but also to Van-Go and Enroute. Staff had been diligent and deliberate and had given the Board something that believed would work. However, he stated, it was the Board's decision; staff would have to leave it to the Board's direction. Commissioner Strickland asked

staff to reiterate what Dr. Osman had said. Mr. Causey explained that emails had been sent to the vendors, in a effort to be fair, to confirm that the bids were firm, that they did not want to change. He stated that the reason why he was very satisfied that Dr. Osman agreed was that they had talked extensively; he had not understood it at first, so he, then Mr. Clack and then Ms. Starling had gone over the information. At the end of the day, he stated, they had made it clear that Dr. Osman had the opportunity to change his bid; however if he stayed at the \$1.65, based on these circumstances and after the contract was in place, he would get the lion's share of the business. Mr. Causey stated that not only was Dr. Osman receptive, but it was his impression that Dr. Osman was appreciative of the time that was spent. Commissioner Strickland suggested asking Dr. Osman to come meet with the Board. Commissioner Kirby stated he had no problem with that; if any one of the miles was done at more than \$1.65 the taxpayers had lost. Once the bid was accepted, he stated, the taxpayers have saved about \$300,000 per year. Staff was asked to invite Dr. Osman to attend a meeting, and the Board determined to recess the meeting for Wednesday evening at 6:00 p.m.

Item 3: Budget Amendments

Staff reviewed budget amendments from the Tax Office and Cooperative Extension. Mr. Clack explained that the Tax Office budget amendment was to budget additional legal fees collected in order to pay attorney fees related to tax foreclosures. Commissioner Kirby stated he was not prepared to vote on the amendment that evening and asked staff to provide additional information as to how many foreclosures the amount represented, the nature of the foreclosure items, and the period of time the fees were for.

Ms. Holder explained that the second and third amendments for Cooperative Extension were related to grant funds previously accepted from the Environmental Defense Fund for the AIM program for farmers. She explained that the State and local Cooperative Extension Service wished to terminate the portions of the contract related to contracted services, thus there were proposed amendments to decrease the grant for the contracted services and to budget an additional \$15,800 for equipment and supplies. Upon a motion made by Commissioner Strickland and seconded by Commissioner Kirby, the Board voted unanimously to approve the following budget amendments and approve the termination of the pertinent sections of the agreement and the execution of a new contract.

<u>EXPENDITURE</u>		<u>EDF Grant</u>		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
04549550	555000	Capital Outlay Other		104.00
04549550	526201	Dept Supplies Equipment		1,175.00
04549550	512600	Part time Salaries		11,128.00
04549550	518100	FICA		599.00

04549550	518120	Medicare	140.00
04549550	526200	Department Supplies	6,072.00
04549550	529100	Data Processing Supplies	4,883.00
04549550	529700	Lab Supplies	2,000.00
04549550	529900	Miscellaneous	4,000.00
04549550	531100	Travel	6,871.00
04549550	532100	Telephone and Postage	1,000.00
04549550	545000	Insurance	173.00

REVENUE

<u>Code Number</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
04434955	404012 Environmental Defense Fund		38,142.00

EXPENDITURE

EDF Grant

<u>Code Number</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
04549550	543000 Equipment Rent	5,000.00	
04549550	526200 Department Supplies	6,300.00	
04549550	529900 Miscellaneous	1,500.00	
04549550	531100 Travel	3,000.00	

REVENUE

<u>Code Number</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
04434955	404012 Environmental Defense Fund	15,800.00	

Item No: 4 Budget Work Session

The Board elected to defer budget discussion until their recessed meeting on Wednesday evening.

Recess

Upon a motion made by Commissioner Kirby and seconded by Commissioner Lockamy, the Board recessed to reconvene on Wednesday, June 12, 2013 at 6:00 p.m. in the County Administrative Building Conference Room.

Billy C. Lockamy, Chairman

Susan J. Holder, Clerk to the Board

Hospital Budget Presentation

The Sampson County Board of Commissioners reconvened at 6:00 p.m. on Monday, September 24, 2013, in the Third Floor Classroom at Sampson Regional Medical Center for a joint meeting with the Sampson Regional Medical Center Board of Trustees. Members present: Chairman Billy Lockamy, and Commissioners Albert D. Kirby, Jr., Harry Parker, and Jefferson Strickland. Absent: Vice Chairman Jarvis McLamb.

The Chairman called the Board of Commissioners to order and thanked the hospital trustees for their hospitality. Following a budget presentation by CEO Dave Masterson and CFO Jerry Heinsman, Commissioner Kirby moved that the Board of Commissioners approve the budget as presented. The motion was seconded by Commissioner Strickland and was approved unanimously.

Recess to Reconvene

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

Billy C. Lockamy, Chairman

Susan J. Holder, Clerk to the Board



***Proclamation
Breast Cancer Awareness and Pink Ribbon Month***

Whereas, breast cancer is the most commonly diagnosed cancer and the second leading cause of cancer deaths among women in the United States; and

Whereas, approximately 9,339 North Carolina and 63 Sampson County women will be diagnosed with breast cancer and approximately 1,410 North Carolina women will die from the disease in 2013; and

Whereas, every woman is at risk for breast cancer even if she has no family history of the disease, but women over the age of 50 are at the greatest risk for being diagnosed with breast cancer; and

Whereas, a mammogram is the single most effective method of detecting breast changes long before physical symptoms that may be cancer can be seen or felt; and

Whereas, October is designated as National Breast Cancer Awareness Month and Pink Ribbon Month; and

Whereas, the pink ribbon is the internationally recognized symbol of breast cancer awareness; and

Whereas, community organizations, churches, synagogues and other places of worship, and work sites can play a special role in educating their members or employees about breast cancer.

Now Therefore Be It Resolved that the Board of Commissioners of the County of Sampson does hereby proclaim October 2013 as ***Breast Cancer Awareness and Pink Ribbon Month*** in Sampson County. We urge all citizens of Sampson County to wear pink ribbons in recognition of breast cancer awareness and in honor of North Carolina women, especially Sampson County women, who have lost their lives to breast cancer and those women who are now courageously fighting the battle with breast cancer. We further encourage women to consult with their health care providers about regular screening, and we promote the early detection of breast cancer by regular clinical examinations, regular mammograms and monthly breast self-examinations.

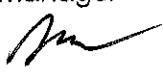

Adopted this 7th day of October, 2013.

Billy C. Lockamy, Chairman

Attest:

Susan J. Holder, Clerk to the Board

Memo

To: Susan Holder, Assistant County Manager
Cc: David K. Clack, Finance Officer 
From: Juanita Brewington, Senior Finance Technician-Housing 
Date: September 25, 2013
Re: Public Hearing – 2010 Community Development Block Grant –
Scattered Site

We are fast approaching our close out date for the 2010 Community Development Block Grant Program. A Public Hearing is a requirement of the Division of Community Assistance in closing out a project.

I respectfully request a Public Hearing for Close Out of the 2010 CDBG Scattered Site Project at the November, 2013 Board of Commissioners meeting.

If this is acceptable, I will schedule the publishing of the advertisement in the Sampson Independent.

Thank you in advance for your assistance.



**SAMPSON COUNTY
EMERGENCY
MANAGEMENT
SERVICES**

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

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



M E M O R A N D U M :

TO: Mr. Edwin W. Causey, County Manger

FROM: 
Ronald Bass, Emergency Management

DATE: September 12, 2013

SUBJECT: Johnston Community College Agreement for Clinical Affiliation

Enclosed please find a copy of a Field Internship Agreement between Johnston Community College and Sampson County EMS. This agreement allows our agency to accept faculty and students for clinical learning experiences.

Please review and if you concur I would like to request that this agreement be placed on the Board of Commissioners agenda for their October meeting.

If you should have any questions please call. Thanks in advance.

RB/dhd

Enclosure

**AGREEMENT
between**

**The Administration of the HEALTH SCIENCES DEPARTMENT
of**

JOHNSTON COMMUNITY COLLEGE

and

Sampson County EMS

This agreement made and concluded the ____ day of _____ by and between

the Board of Trustees of Johnston Community College and Sampson County EMS,
Administrative Authority Service Agency

chartered and doing business under the laws of the State of North Carolina with its principal
office in the city of _____, county of _____.

WITNESSETH:

WHEREAS, the Administrative Authority has passed a resolution to establish and operate
programs in **Emergency Services** in Cooperation with the North Carolina State Board of
Education, Department of Community Colleges, Technical Division; and;

WHEREAS, in order to facilitate such programs, the use, assistance, and cooperation of
a Service Agency is necessary, and the above Agency has agreed to act in such capacity;

NOW, THEREFORE, in consideration of the mutual obligations stated hereinafter below
and the benefits according to each of the parties hereto, the administrative Authority and Service
Agency do hereby enter into this agreement:

1. The Johnston Community College operated by the Board of Trustees (Education) shall annually arrange for the attendance of one or more instruction classes of Health Sciences students in the Service Agency, for a term of three years, to begin _____ and to end _____ unless ninety days (90) prior to the end of any term either party shall notify the other of its intention to terminate the within agreement at the end of the current term. Renewal agreements shall be entered into at least ninety days (90) prior to the expiration of the current agreement;
2. This agreement, except for provisions of termination, may be altered by written consent of both parties.

CONDITIONS OF AGREEMENT

I. Agreement

- A. This is a mutual agreement between the administration of the Service Agency and Johnston Community College. That the Service Agency will accept faculty and Administrative Authority students for clinical learning experiences. The students in Health Science Programs shall be the responsibility of the faculty of the Health Science Programs of Johnston Community College. It is understood that the ultimate responsibility for Administrative Authority patient care rests with the Service Agency.
- B. The Service Agency maintains the right to withdraw permission for clinical affiliation for any student and/or faculty if it is determined by the Service Agency that clinical performance and/or behavior is detrimental to the agency work environment, property, and/or patient care. It is understood that decisions to dismiss faculty and/or students is the ultimate responsibility of the Administrative Authority.
- C. Should the contract be terminated for any reason, provisions will be made for those students currently enrolled to have opportunity to complete the program.
- D. The faculty shall work in close relationship with the Agency Administrator and the staff through the appropriate department. The faculty shall be responsible for the orientation, rotation through service areas, selecting patient assignments, supervision, and evaluation of the students during patient care experiences at the Service Agency.

II. The Service Agency agrees to:

- A. Provide resources for clinical practice as prescribed in the program's curriculum for an agreed period of time.
- B. Accept faculty and students, providing the opportunity for practice and experience as required by the State Board of Education and appropriate accrediting and approval bodies in accordance with the master plan for the curriculum.
- C. Have equipment and supplies suitable in quantity and quality, properly maintained and available for use.
- D. Make records of those served available for use by faculty and students.
- E. Refer to the Administrative Agency any student found to be lacking in ability to develop qualities essential for practice, for ill health, or for failure or unwillingness to conform to the regulations and routines of the Service Agency, as well as the right to recommend withdrawal of any student for reasons of unsatisfactory performance, violation of policies, and/or other misconduct.
- F. Designate a Clinical Preceptor or Instructor to oversee all clinical instruction and to serve as liaison between The Service Agency and The College. Acceptable preceptor-to student or faculty-to student ratios will be determined jointly by the Service agency, Program Director, Instructors and accrediting and approvable bodies.
- G. Encourage the staff of the Service Agency to support the purposes of this educational program.
- H. Provide health care and emergency health services when students are injured or become ill while participating in learning experiences. The students will incur the expenses for these services.

- I. Allow students and instructors to eat in the Service Agency cafeteria at the usual employee rates.
- J. Provide a reference library in each clinical area in which students receive clinical practice.
- K. Provide a classroom or meeting place for classes and conferences for students. For Radiography provide a private office, phone and computer/internet connection to College in the immediate vicinity for the Clinical Instructor to use for conferences with students, to coordinate activities with the Program Director and preparatory work assignments.
- L. Provide orientation for new and returning instructors and students.
- M. Retain full responsibility and authority for the care and treatment of its patients while students receive clinical instruction and/or are engaged in precepted clinical learning experiences.

III. The Administrative Agency agrees to:

- A. Enroll students in the Health Sciences Programs in accordance with the standards established by the State Board of Education and the accrediting and approval bodies.
- B. Employ qualified faculty for Health Sciences Programs. One member of the faculty will be responsible for coordination of the total program curriculum and will be known as the Director. Faculty responsibilities are to be established by the Administrative Officer of Johnston Community College.
Administrative Agency
- C. Require faculty and students to adhere to established agency policies, routines, and regulations.
- D. Agrees to inform students that as a condition of participation, students will be required to perform or have performed a criminal background check and submit results directly to Service Agency. The criminal background check will include both felonies and misdemeanors for the past seven (7) years and within any state and county the student has resided during the past seven (7) years. Service Agency reserves the right to not accept any student for participation in an experience at Service Agency who has a criminal record.
- E. Conduct Drug / Alcohol screening on all students assigned to rotation at The Service Agency under this agreement. Drug screen should include at least the following: AMP (amphetamine), BAR (barbiturates), COC (cocaine), THC (marijuana), OPI (opiate), and PCP (Phencyclidine).
- F. Maintain an instructor-student ratio in accordance with accrediting and approving bodies.
- G. Schedule clinical experiences during the appropriate semester with the appropriate department director. Students will observe the time period of the calendar prepared in accordance with the policy of the Administrative Agency.
- H. Require students to wear the adopted program uniform and I.D. badge.
- I. Require students absent from the clinical area to inform the clinical preceptor or supervisor prior to the assignment in accordance with program policy.
- J. Submit the rotation of students to be assigned to the clinical area prior to the clinical practice date.

- K. Remove from the Service Agency any student who presents problems in physical or emotional health, and/or demonstrates behavior which conflicts with safety essential to clinical practice.
- L. Plan the total curriculum as guided by the State Board of Education and the accrediting and approval bodies. The instructors will have the primary responsibility for the appropriate assignment, supervision, and evaluation of students in the clinical area.
- M. Collaborate with designee of the Service Agency for input into planning of curricula and clinical learning experiences.
- N. Require all students to obtain and maintain professional student liability insurance which pays up to \$2,000,000 for each claim up to a total of \$5,000,000 in any one year.
- O. Require students to have Tuberculosis and Rubella screening prior to clinical experiences, and to submit proof of 2 MMR vaccines or a titer indicating immunity.
- P. Require students to have Rubeola and Hepatitis B immunization prior to clinical experiences.
- Q. Require students to have 2 Varicella vaccines or a titer indicating immunity.
- R. Require students to complete instruction in blood-borne pathogen diseases and universal precautions prior to clinical assignment.
- S. As stated in NCGS 115-24 Johnston Community College (JCC) waives immunity from liability for negligence of agents and employees of JCC by obtaining liability insurance as provided in G.S. 115D-53 G.S. for the death or injury of person or for property damage caused by the negligence or tort of any agent or employee of the board of trustees when the agent or employee is acting within the scope of his authority or the course of his employment.

THIS AGREEMENT is made and entered into and executed by the proper officers pursuant to the adoption of a resolution by the Board of Trustees of Johnston Community College at a regular meeting, thereof held on June 1, 1978.

IN WITNESS WHEREOF, The Board of Trustees (Education) has caused this agreement to be executed by its Chairman and Administrative Officer, who have affixed the seal of the Board hereto, and the Service Agency, which has caused this agreement to be executed by its Administrator, who is duly authorized to do so in behalf of the Agency.

Johnston Community College
Administrative Authority

Service Agency

Smithfield - Johnston
City and County

City and County

Arde Smith

Dean of Health, Wellness, & Human Services

Service Agency Representative

M. Cross 8/21/13

MICHAEL CROSS, VP - FINANCE/ADMINISTRATION

AN ORDINANCE TO PROHIBIT SMOKING AND THE USE OF OTHER TOBACCO PRODUCTS IN COUNTY BUILDINGS AND VEHICLES

WHEREAS, according to the Centers for Disease Control and Prevention (CDC), tobacco use and secondhand smoke exposure are leading preventable causes of illness and premature death in North Carolina and the nation¹; and,

WHEREAS, on January 2, 2010, “An Act To Prohibit Smoking In Certain Public Places And Certain Places Of Employment, North Carolina Session Law 2009-27, became effective, authorizing local governments to adopt and enforce ordinances “that are more restrictive than State law and that apply in local government buildings, on local government grounds, in local vehicles, or in public places;” and

WHEREAS, in 2006, a report issued by the United States Surgeon General stated that the scientific evidence indicates that there is no risk-free level of exposure to secondhand smoke, and that secondhand smoke has been proven to cause cancer, heart disease, and asthma attacks in both smokers and nonsmokers²; and

WHEREAS, the CDC advises that all individuals with coronary heart disease or known risk factors for coronary heart disease should avoid all indoor environments that permit smoking³; and

WHEREAS, in air quality tests, concentrations of secondhand smoke in vehicles have been found to be far greater than in any other micro-environments tested, including smoke-free homes, smokers’ homes, smoke-filled bars, and outdoor air – even with a vehicle’s windows open and its fan set on high⁴; and

WHEREAS, research indicates that, during active smoking, outdoor levels of secondhand smoke may be as high as indoor levels and may pose a health risk for people in close proximity (such as those sitting beside someone on a park bench or children accompanying a smoking parent or guardian)⁵; and

WHEREAS, tobacco is a recognized carcinogen in humans, and health risks associated with the use of tobacco products include myocardial infarction, stroke, and adverse reproductive outcomes; and

WHEREAS, the County of Sampson is committed to providing a safe and healthy workplace in all County facilities for its employees and a safe and healthy environment for the visiting public; and

WHEREAS, the County of Sampson provides support to employees and residents who want to quit the use of tobacco products. Employees and residents are also encouraged to talk to their health care provider about quitting, ask about appropriate pharmacotherapy available through their health insurance plan or employee’s insurer, and use the free quitting support services of the North Carolina Tobacco Use Quitline at 1-800-QUIT-NOW (1-800-784-8669); and

WHEREAS, the County of Sampson wishes to minimize the harmful effects of tobacco use among County employees and eliminate secondhand smoke exposure for employees and the public in and on those buildings controlled by the County; and

WHEREAS, this Board finds and declares that, in order to protect the public health and welfare, it is in the best interests of the citizens of the County to adopt an ordinance prohibiting smoking and the use of tobacco products in all County buildings.

NOW, THEREFORE, BE IT ORDAINED by the County Commissioners of the County of Sampson, North Carolina, that:

Section 1. Authority

This ordinance is enacted pursuant to G.S. 130A-498 and 153A-121(a).

Section 2. Definitions

The following definitions are applicable to this ordinance.

1. "County building". – A building owned, leased as lessor, or the area leased as lessee and occupied by the County.
2. "County Vehicle". – A passenger –carrying vehicle owned, leased, or otherwise controlled by the county and assigned permanently or temporarily to its employees, agencies, institutions, or facilities for official County business.
3. "Employee". – A person who is employed by the County of Sampson, or who contracts with the County or a third person to perform services for the County, or who otherwise performs services for the County with or without compensation.
4. "Local health department". – The district health department, public health authority, or county health department, the jurisdiction of which includes the County.⁸
5. "Universal 'No Smoking and Use of Tobacco Products Prohibited' Symbol" – Symbol consisting of a pictorial representation of a burning cigarette and a tobacco product enclosed in a red circle with a red bar across it.
6. "Smoking". – The use or possession of a lighted cigarette, lighted cigar, lighted pipe, or any other lighted tobacco product.
7. "Tobacco product". – Any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component part or accessory of a tobacco product, including but not limited to cigarettes; cigars; little cigars; cheroots; stogies; periques; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; Cavendish; plug and twist tobacco; fine-cut and other chewing tobacco; shorts; refuse scraps, clippings, cutting and sweepings of tobacco; and other kinds and forms of tobacco. A tobacco product excludes any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose.

Section 3. Areas in Which Smoking and Use of Tobacco Products are Prohibited

(a) Smoking and the use of tobacco products are prohibited:

1. In any building owned, leased, or occupied, as herein defined, by the County.
2. In any County vehicle owned, leased, or controlled by the County.

Section 4. Implementation Requirements

- (a) The County shall post signs that meet all the requirements in Section 5 of this ordinance.
- (b) The County shall remove all ashtrays and other smoking receptacles from its buildings and grounds, except for ashtrays and receptacles for sale and not intended for use on the premises.
- (c) The person in charge of the County building, vehicle, or his or her designee, shall direct a person who is smoking or using a tobacco product in a prohibited area to cease.

Section 5. Signage

The signs required by Section 4 must:

- (a) State in English and Spanish that smoking and the use of tobacco products are prohibited and include the universal “No Smoking and Use of Tobacco Products Prohibited” symbol.
- (b) Be of sufficient size to be clearly legible to a person of normal vision, and be conspicuously posted.
- (c) Be posted at each entrance to a County building and in other locations within the building reasonably calculated to inform employees and the public of the prohibition.
- (d) Be posted in each County vehicle in areas visible to passengers, provided that their placement does not interfere with the safe operation of the vehicle. If the vehicle is used for undercover law enforcement operations, a sign is not required to be placed in the vehicle.
- (e) Be posted on County grounds in locations and at intervals reasonably calculated to inform employees and the public of the prohibition.

Section 6. Public Education

Sampson County shall engage in an ongoing program to explain and clarify the purposes and requirements of this ordinance to employees and citizens affected by it and to guide operators and managers in their compliance with it. In doing so, the County may rely upon materials and information provided by the local health department.⁹

Section 7. Severability; Conflict of Laws

If this ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a court of competent jurisdiction, such invalidity shall not affect other provisions or applications of the ordinance that can be given separate effect and to that end the provisions of this ordinance are declared to be severable. Whenever the provisions of this ordinance conflict with other ordinances of Sampson County, this ordinance shall govern.

Section 8. Effective Date.

This ordinance shall be effective on (date) *[note: to allow sufficient time for implementation, it is recommended that the effective date be set between 30 and 90 days after the ordinance is adopted].*

Adopted this _____ day of _____, 20____.

_____, Chairperson
Sampson County Board of Commissioners

ATTEST:

_____, Clerk
Sampson County Board of Commissioners

Approved as to Form:

Sampson County Attorney

Approved Board of Health- July 15th, 2013

Handbook for North Carolina County Commissioners

ond Edition

Joseph S. Ferrell



INSTITUTE OF GOVERNMENT
The University of North Carolina at Chapel Hill

Generally an ordinance is adopted to implement a local policy decision; it does so by establishing a rule of conduct that is expected to be permanent. For example, the board may adopt ordinances regulating such matters as zoning, subdivision control, domestic animals, and use of county property. Also, local fiscal decisions are made final with the adoption of the budget ordinance each year.

Adoption of Ordinances

The law prescribes a specific procedure that must be followed in order to adopt a valid ordinance. The first step is introduction of the proposed ordinance. An ordinance may be introduced at a regular meeting—or at a special meeting, if notice was given that it would be considered at the special meeting. There is no settled, legal definition of introduction, but the spirit of the law seems to require that the proposed ordinance be formally brought to the attention of the other commissioners. When the proposed ordinance is introduced, it can be dealt with in any of four ways:

- The ordinance may be adopted when it is introduced by a unanimous vote of all of the commissioners. Note that the requirement is a favorable vote of *all* of the commissioners, not merely a quorum. It is unclear whether a vacancy on the board precludes adoption by a unanimous vote. Because of this uncertainty, a board with a vacancy should guard against a procedural challenge to an ordinance by adopting it on two separate readings even though the vote may be unanimous on the first reading. The unanimity requirement is intended to deter hasty, ill-considered action and also to give those opposed to a measure an opportunity to persuade other members to change their minds.
- If the ordinance is voted on when introduced and receives a majority of the votes cast but not all of them, then it must be considered at the next regular meeting of the board. It may be adopted at that meeting or at any meeting within 100 days of introduction by a majority of the votes cast, a quorum being present. If the proposal fails at that meeting, it is not clear whether it may be voted on again without reintroduction. The best procedure would be to reintroduce it.
- If the ordinance is voted on when introduced and does not receive a majority of the votes cast, it fails. It must be

formally introduced again before the board can consider it again. There is no legal requirement that a period of time elapse before the ordinance may be introduced again, although the board may adopt such a rule.

- The ordinance may be introduced and considered but not voted on when it is introduced. In this case it is treated as though it had received a majority but not unanimous approval. It must be considered at the next regular meeting and may be passed by a majority of the votes cast, or it may be passed at any time within the next 100 days by a majority of the votes cast.

Regulatory Ordinances

The board of commissioners may regulate a wide range of subjects by exercise of the police power. *Police power* is a confusing legal term; it has nothing to do with law enforcement as such. It means the inherent power of the government to regulate conduct to protect the public health, safety, or welfare. It encompasses a broad span of topics from zoning and noise-control ordinances to leash laws. However, there must be a reasonable relationship between the restriction imposed by the ordinance and the goal it is designed to achieve. For example, the North Carolina Supreme Court struck down an ordinance that required a solid wall around junkyards in a city's industrial district on the ground that there was no rational reason to suppose that erecting a wall around a junkyard would protect the public's health or safety. Other than that general standard, in defining the limits of the police power the courts are guided largely by tradition and what has historically been considered permissible state regulation.

Given the broad scope of the police power, ordinances are seldom challenged on the basis that the police power does not cover the subject matter the ordinance regulates. Usually an objection to a regulatory ordinance falls into one of three groups. (1) The objection may be that the regulation is so extensive that it amounts to a public taking of an individual property right, or "condemnation without compensation," and therefore violates the federal Constitution, which guarantees that the owner of private property is entitled to just compensation when the land is taken for public use. For example, a county zoning law may regulate the height of buildings

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SAMPSON AND
WASTE INDUSTRIES, LLC**

Whereas, the County of Sampson ("the County") and Waste Industries, LLC ("the Company") entered into the Contract for Solid Waste & Recyclables Collection Service in Sampson County ("the Contract") on the 1st day of December, 2004 for a five-year period ending November 2009; and

Whereas, upon finding that Company's performance to be satisfactory and that it was in the best interest of the County to continue the Contract beyond the agreement term, the parties did agree on June 1, 2009 to extend the term of agreement for an additional three-year period, ending November 30, 2012 with all terms and conditions remaining the same; and

Whereas, from November 2012 to the present date, the Company did agree to continue their contract on a month-to-month basis.

Now, the County has again determined the Company's performance to be satisfactory, and in consideration of certain terms and conditions offered by the Company, the parties agree to enter into a contract extension for a five-year period from the date of execution of this Memorandum of Understanding, such amended contract to include the following;

The Company agrees to execute a contract which:

1. Reduces the billing for all services by 5%.
2. Reestablishes the fuel surcharge base rate to \$3.70 per gallon.
3. Assumes responsibility for the current and future repairs and maintenance for all site attendant buildings.
4. Includes the installation and maintenance of two car-port buildings for the storage of e-waste materials at sites determined by both parties; and the continued assistance by the Company with the packaging and management of e-waste materials collected at such sites.
5. Agrees rebuild and/or replace compactions equipment and other containers on site to improve appearance and improve the efficiency at each site.

WASTE INDUSTRIES, LLC

SAMPSON COUNTY

BY: _____

BY: _____
Billy C. Lockamy, Chairman

Date: _____

Date: _____

The G.S. 132 Files

State Archives of North Carolina

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Posted by: **Emily Hanna** | September 10, 2013

5 New Local Retention Schedule Amendments

Over the past month, those of us who work with local records have been busy drafting amendments to our five most recently published records retention schedules. We tend to publish amendments when the law changes, when we learn of some records that weren't created before, or when we realize that some of the language in the previous schedule needs clarification—and we don't want to wait for a full update to modify the schedule.

All of the amendments may be found on our [new website](http://www.ncdcr.gov/archives/ForGovernment.aspx) (<http://www.ncdcr.gov/archives/ForGovernment.aspx>) (check it out if you haven't yet!) on the [page for local retention schedules](http://www.ncdcr.gov/archives/ForGovernment/RetentionSchedules/LocalSchedules.aspx) (<http://www.ncdcr.gov/archives/ForGovernment/RetentionSchedules/LocalSchedules.aspx>). They're immediately to the right of the main schedules that they're amending.

Here's a list of the amendments and a brief overview of the changes they're making:

- **County Boards of Elections**

Adds new items and clarifies others to take into account provisional ballots

Changes Voter Registration retention periods to fit with the State voter registration system maintained by the State Board of Elections

- **County Management Schedule**

Changes retention period for Escheat and Unclaimed Property reports filed after July 2012

Clarifies language for retention period of employee eligibility records to match U.S. Code

- **County Register of Deeds**

Changes retention period for Escheat and Unclaimed Property reports filed after July 2012

Clarifies language for retention period of employee eligibility records to match U.S. Code

Consolidates 3 different types of leave records

- **Municipal Schedule**

Adds Accreditation Records to the schedule

Clarifies language for retention period of employee eligibility records to match U.S. Code

Consolidates 3 different types of leave records

- **Tax Administration**

Clarifies language for retention period of employee eligibility records to match U.S. Code

Adds Excise Tax records to the schedule

If your office uses any of these retention schedules, please adopt the amendment in an open meeting and send us a copy of the signed signature page. You can mail it to the Records Analysis Unit, Government Records Section, 4615 Mail Service Center, Raleigh, NC 27699-4615, fax it to 919-715-3627, or scan it and email it to an [analyst](mailto:analyst@ncdcr.gov) (<http://www.ncdcr.gov/archives/ForGovernment/ServicesandTraining.aspx#analyst>).

If your office is the Register of Deeds, County Management, Tax Administration, or a municipality, you *must* sign the amendment to destroy your records under the amended retention schedule legally. If your office is a county board of elections, the Executive Director of the State Board of Elections has signed the schedule, so you already have legal permission to destroy your records according to the amendment. However, you should still sign the schedule to indicate your agreement to comply with the new retention periods.

If you have any questions about these amendments, please contact [one of the analysts](mailto:oneoftheanalysts@ncdcr.gov) (<http://www.ncdcr.gov/archives/ForGovernment/ServicesandTraining.aspx#analyst>) and we'll be happy to help.

~~Posted in News, <http://insw.Tags/LocalRecordsRetention/schedules>~~

Categories

- [Analyst Insight](#)
- [Digital Preservation](#)
- [Electronic Records](#)
- [News](#)
- [Resources](#)
- [Schedules](#)
- [Uncategorized](#)

**County Management
Records Retention Schedule Amendment**

Amending the County Management Records Retention and Disposition Schedule published April 15, 2013.

STANDARD 4. BUDGET, FISCAL AND PAYROLL RECORDS

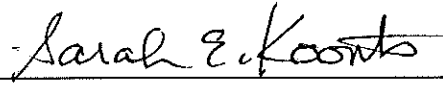
Amending item 32 Escheat and Unclaimed Property File as shown on substitute page 25.

STANDARD 11. PERSONNEL RECORDS

Amending item 19 Employee Eligibility Records as shown on substitute page 76.

APPROVAL RECOMMENDED

Chief Administrative Officer/
County Manager



Sarah E. Koonts, Director
Division of Archives and Records

APPROVED

Chairman, Bd. County Commissioners



Susan W. Kluttz, Secretary
Department of Cultural Resources

August 28, 2013

County/Region

ITEM #	STANDARD-4. BUDGET, FISCAL AND PAYROLL RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
26.	DEBT FINANCING RECORDS Includes bank statements, reconciliation records, requisitions, and notices of principal and interest due.	Destroy in office 3 years after entire issuance has been satisfied.*	26 CFR 1.148-5(d)(6)(iii)(E)
27.	DEPOSITS	a) Destroy in office official/audit copies after 3 years.* b) Destroy in office remaining records after 1 year.	G.S. § 159-32
28.	DETAIL REPORT FILE (FINANCIAL RECORDS FOR GENERAL FUND OR GENERAL LEDGER)	a) Destroy in office annual reports after 3 years.* b) Destroy in office all other reports after 1 year.	
29.	DIRECT DEPOSIT APPLICATIONS/AUTHORIZATIONS Includes related records such as bank account numbers and routing numbers.	Destroy in office when superseded or obsolete.	Comply with applicable confidentiality provisions of G.S. §132-1.10(b)(5) regarding personal identifying information.
30.	DISTRICT INVESTMENT RECORDS	Destroy in office after 3 years.*	
31.	DONATIONS AND SOLICITATIONS	Destroy in office after 1 year.	
32.	ESCHEAT AND UNCLAIMED PROPERTY FILE	a) Destroy in office after 10 years if report was filed prior to July 16, 2012.* b) Destroy in office after 5 years if report was filed after July 16, 2012.*	Comply with applicable provisions of G.S. §116B-60 and §116B-73.
33.	EXPENDITURE REPORTS	Destroy in office after 3 years.*	

ITEM #	STANDARD-11. PERSONNEL RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
18.	EMPLOYEE EDUCATIONAL ASSISTANCE PROGRAM RECORDS Includes records requesting tuition assistance, repayments, and other related records. See also PERSONNEL RECORDS (OFFICIAL COPY) item 45, page 83.	Destroy in office 3 years after completion, denial, repayment, or removal from program.*	
19.	EMPLOYEE ELIGIBILITY RECORDS Includes the United States Immigration and Naturalization Services, Employment Eligibility Verification (I-9) forms.	a) Destroy in office certificates, I-9 forms, and statements, 3 years after individual was hired or 1 year from date of separation, whichever occurs later. b) Destroy in office registers after 2 years.	8 USC 274a.2
20.	EMPLOYEE EXIT INTERVIEW RECORDS See also PERSONNEL RECORDS (OFFICIAL COPY) item 45, page 83.	Destroy in office after 1 year.	
21.	EMPLOYEE HEALTH CERTIFICATES Includes health or physical examination reports, or certificates created in accordance with Title VII and the Americans with Disabilities Act (ADA).	a) Transfer records as applicable to PERSONNEL RECORDS (OFFICIAL COPY) item 45, page 83. b) Destroy in office all other records 2 years after resolution of all actions.	

**Tax Administration
Records Retention Schedule Amendment**

Amending the Tax Administration Records Retention and Disposition Schedule published April 17, 2013.

STANDARD 5. PERSONNEL RECORDS


Amending item 19 Employee Eligibility Records as shown on substitute page 36.

STANDARD 12. PROGRAM RECORDS: BUSINESS AND OTHER TAX RECORDS

Adding item 3 Excise Tax Records as shown on substitute pages 72 and 73.

APPROVAL RECOMMENDED

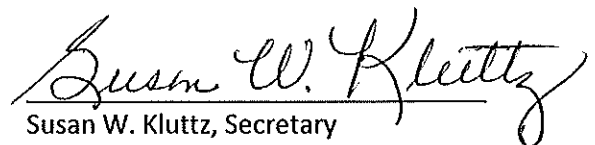
Chief Administrative Officer/
County Manager



Sarah E. Koonts, Director
Division of Archives and Records

APPROVED

Chairman, Bd. County Commissioners



Susan W. Kluttz, Secretary
Department of Cultural Resources

September 3, 2013

County/Region

ITEM #	STANDARD-5. PERSONNEL RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
18.	EMPLOYEE EDUCATIONAL ASSISTANCE PROGRAM RECORDS Includes records requesting tuition assistance, repayments, and other related records. See also PERSONNEL RECORDS (OFFICIAL COPY) item 45, page 43.	Destroy in office 3 years after completion, denial, repayment, or removal from program.*	
19.	EMPLOYEE ELIGIBILITY RECORDS Includes the United States Immigration and Naturalization Services, Employment Eligibility Verification (I-9) forms.	a) Destroy in office certificates, I-9 forms, and statements, 3 years after individual was hired or 1 year from date of separation, whichever occurs later. b) Destroy in office registers after 2 years.	8 USC 274a.2
20.	EMPLOYEE EXIT INTERVIEW RECORDS See also PERSONNEL RECORDS (OFFICIAL COPY) item 45, page 43.	Destroy in office after 1 year.	
21.	EMPLOYEE HEALTH CERTIFICATES Includes health or physical examination reports, or certificates created in accordance with Title VII and the Americans with Disabilities Act (ADA).	a) Transfer records as applicable to PERSONNEL RECORDS (OFFICIAL COPY) item 45, page 43. b) Destroy in office all other records 2 years after resolution of all actions.	29 CFR 1602.31

STANDARD-12. PROGRAM OPERATIONAL RECORDS: BUSINESS AND OTHER TAX RECORDS. Records received and created by county tax offices in order to meet all statutory requirements. Comply with applicable provisions of G.S. §153A-148.1 regarding confidentiality of local tax records that contain information about a taxpayer's income or gross receipts.

ITEM #	STANDARD-12: PROGRAM RECORDS: BUSINESS AND OTHER TAX RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	ANIMAL LICENSE RECORDS Records concerning the payment of license fees.	Destroy in office after 3 years.*	
2.	BEER AND WINE LICENSE TAX RECORDS Issuance and payment records concerning licenses to sell alcohol.	Destroy in office 3 years after expiration.*	G.S. §105-113.78 G.S. §105-113.88
3.	EXCISE TAX RECORDS Records concerning the assessing and collecting of excise taxes, including land transfer taxes.	Destroy in office after 3 years.*	
4.	GOING-OUT-OF-BUSINESS LICENSES Licenses granted to business to hold going out of business, water and smoke damage, and distress sales.	Destroy in office 1 year after expiration.	G.S. §66-77
5.	HEAVY EQUIPMENT TAX	Destroy in office after 3 years.*	
6.	MOTOR VEHICLE RENTAL TAX	Destroy in office after 3 years.*	
7.	PREPARED FOOD AND BEVERAGE TAX	Destroy in office after 3 years.	G.S. §160A-480.3

ITEM #	STANDARD-12: PROGRAM RECORDS: BUSINESS AND OTHER TAX RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
8.	PRIVILEGE LICENSE CITATION RECORDS Records documenting citations issued by license inspectors for non-compliance with business license requirements.	Destroy in office after 3 years.	
9.	PRIVILEGE LICENSES Records documenting the county's issuance of business privilege and license renewal notices, receipts, and periodic reports.	Destroy in office 3 years after license expires.	G.S. §105-33 G.S. §105-37.1 G.S. §105-38.1 G.S. §105-40 G.S. §105-105
10.	ROOM OCCUPANCY TAX	Destroy in office after 3 years.	G.S. §160A-480.3

**Register of Deeds
Records Retention Schedule Amendment**

Amending the Register of Deeds Records Retention and Disposition Schedule published October 10, 2012.

STANDARD 2. BUDGET, FISCAL, AND PAYROLL RECORDS

Amending item 26 Escheat and Unclaimed Property File as shown on substitute page 17.

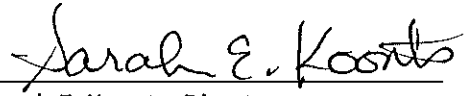
STANDARD 5. PERSONNEL RECORDS

Amending item 18 **Employee Eligibility Records** as shown on substitute page 39.

Amending items 36 **Family Medical Leave Act (FMLA) Records**, 45 **Leave File**, and 46 **Leave Without Pay File** as shown on substitute pages 45 and 47.

APPROVAL RECOMMENDED

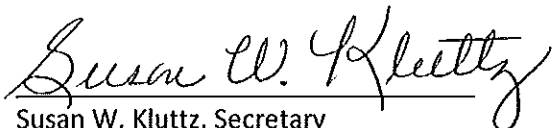
Register of Deeds



Sarah E. Koonts, Director
Division of Archives and Records

APPROVED

Chairman
Board of County Commissioners



Susan W. Kluttz, Secretary
Department of Cultural Resources

August 29, 2013

County

ITEM #	STANDARD-2: BUDGET, FISCAL AND PAYROLL RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
18.	CREDIT CARD AND DEBIT SLIPS Records of payments received from customers in the transaction of county business.	Destroy in office after 3 years.*	
19.	CREDIT CARD USE FILE	Destroy in office after 1 year.*	
20.	DAILY CASH REPORTS Daily status of cash. Reports include receipts, disbursements, cash and invested balances.	Destroy in office after 1 year.*	
21.	DAILY DETAIL REPORTS	Destroy in office after 1 year.*	
22.	DEPOSITS	a) Destroy in office official/audit copies after 3 years.* b) Destroy in office remaining records after 1 year.	G.S. § 159-32
23.	DETAIL REPORT FILE (FINANCIAL RECORDS FOR GENERAL FUND OR GENERAL LEDGER)	a) Destroy in office annual reports after 3 years.* b) Destroy in office all other reports after 1 year.	
24.	DIRECT DEPOSIT APPLICATIONS/AUTHORIZATIONS Includes related records such as bank account numbers and routing numbers.	Destroy in office when superseded or obsolete.	Comply with applicable confidentiality provisions of G.S. §132-1.10(b)(5) regarding personal identifying information.
25.	DISTRICT INVESTMENT RECORDS	Destroy in office after 3 years.*	
26.	ESCHEAT AND UNCLAIMED PROPERTY FILE	a) Destroy in office after 10 years if report was filed prior to July 16, 2012.* b) Destroy in office after 5 years if report was filed after July 16, 2012.*	Comply with applicable provisions of G.S. §116B-60 and §116B-73.

ITEM #	STANDARD-5. PERSONNEL RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
17.	EMPLOYEE EDUCATIONAL ASSISTANCE PROGRAM RECORDS Includes records requesting tuition assistance, repayments, and other related records. See also PERSONNEL RECORDS (OFFICIAL COPY) item 50, page 48.	Destroy in office 3 years after completion, denial, repayment, or removal from program.*	
18.	EMPLOYEE ELIGIBILITY RECORDS Includes the United States Immigration and Naturalization Services, Employment Eligibility Verification (I-9) forms.	a) Destroy in office certificates, I-9 forms, and statements, 3 years after individual was hired or 1 year from date of separation, whichever occurs later. b) Destroy in office registers after 2 years.	8 USC 274a.2
19.	EMPLOYEE EXIT INTERVIEW RECORDS See also PERSONNEL RECORDS (OFFICIAL COPY) item 50, page 48.	Destroy in office after 1 year.	
20.	EMPLOYEE HEALTH CERTIFICATES Includes health or physical examination reports, or certificates created in accordance with Title VII and the Americans with Disabilities Act (ADA).	a) Transfer records as applicable to PERSONNEL RECORDS (OFFICIAL COPY) item 50, page 48. b) Destroy in office all other records 2 years after resolution of all actions.	29 CFR 1602.31

ITEM #	STANDARD-5. PERSONNEL RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
35.	EQUAL PAY RECORDS Includes reports, studies, aggregated or summarized data, and similar documentation compiled to comply with the Equal Pay Act.	Destroy in office after 2 years.	29 CFR 1620.32
36.	FAMILY MEDICAL LEAVE ACT (FMLA) RECORDS Records concerning leave taken, premium payments, employer notice, medical examinations considered in connection with personnel action, disputes with employees over FMLA and other related records.	Item discontinued. See LEAVE FILE , item 45, page 47.	
37.	FRINGE BENEFITS FILE	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____	
38.	GRIEVANCE FILE Includes initial complaint, investigations, actions, summary, and disposition. May include disciplinary correspondence, including email. See also DISCIPLINARY FILE item 10, page 36 and PERSONNEL RECORDS (OFFICIAL COPY) item 50, page 48.	Destroy in office after 2 years.	

ITEM #	STANDARD-5. PERSONNEL RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
45.	LEAVE FILE Records concerning employee leave, including requests for and approval of sick, vacation, overtime, buy-back, shared, donated, military, etc. Includes premium payments, employer notice, medical examinations considered in connection with personnel action, disputes with employees over the Family Medical Leave Act (FMLA), and other related records.	Destroy in office 3 years after return of employee or termination of employment.*	29 CFR 825.110(b)(2)(i) 29 CFR 825.500(b)
46.	LEAVE WITHOUT PAY FILE	Item discontinued. See LEAVE FILE , item 45, page 47.	
47.	LONGEVITY PAY REQUESTS	Destroy in office when released from all audits.	
48.	MERIT AND SENIORITY SYSTEM RECORDS	a) Destroy in office employee-specific records after 3 years. b) Destroy in office system and plan records 1 year after no longer in effect.	29 CFR 1627.3
49.	PERSONNEL ACTION NOTICES Records used to create or change information in the personnel records of individual employees concerning such issues as hiring, termination, transfer, pay grade, position or job title, name change and leave.	a) Transfer records as applicable to PERSONNEL RECORDS (OFFICIAL COPY) item 50, page 48. b) Destroy in office all remaining records 2 years from date record was created, received, or the personnel action involved.	

NORTH CAROLINA

LEASE

SAMPSON COUNTY

I. PARTIES

This lease, made and entered into this the 7th day of October, 2013, by and between Anthony A. Bass, Michael D. Bass, and Myron B. Bass, hereinafter called "Owners", and the County of Sampson, a body of corporate and politic of the State of North Carolina, hereinafter called "County";

II. GRANT WITNESSETH:

That subject to the terms and conditions hereinafter set forth, said Owners doth hereby let and lease unto the County and the County agrees to accept from Owners a certain parcel of land lying and being in Taylors Bridge Township, Sampson County, North Carolina, and more particularly described as follows:

A certain 1.0 acre tract or parcel denoted as Tract 2 reflected upon a map entitled "Sampson County Mt. Gilead Container Site" prepared by Ed Hill Surveying, P.A., dated March 23, 1982, a copy of which is attached hereto marked Exhibit "A". The metes and bounds description set out upon such Exhibit being incorporated herein by reference.

III. TERM

This lease shall begin at the date of the signing and shall exist and continue for the period of ten (10) years from the date of its execution.

IV. CANCELLATION

Notwithstanding the term of this lease as specified above, either party may cancel and terminate this lease by giving the other party thirty (30) days advance written notice. In the event that either party should cancel this lease as provided for in this paragraph, then neither party shall have any further obligations to the other party, other than for obligations incurred prior to the effective date of cancellation.

V. RENTAL

County agrees to pay Owners a rental of \$2,000 a year which will be payable yearly. A \$2,000 payment is due at the signing of this agreement and constitutes the rent for year number one. Subsequent years rent will be due and payable to the Owners by the County as of the same date of the signing of this contract.

VI. TAXES

The Owners agree to pay all taxes and assessments imposed on the property by any lawful authority.

VII. USE OF PREMISES

It is expressly agreed that the County may use this property for any lawful purpose during the term of this lease and may make any improvements or additions to the property during the term of this lease.

VIII. ENTIRE AGREEMENT

This agreement constitutes the complete understanding of the parties and all oral negotiations or other oral statements are herein merged into this document.

IX. ASSIGNMENT

This lease may be assigned by the County without permission or notice to the Owners.

X. TESTIFICANDUM

In Testimony Whereof, Anthony A. Bass, Michael D. Bass, and Myron B. Bass, and the County of Sampson have executed this contract in duplicate originals, one of which is retained by each of the parties.

FOR THE COUNTY OF SAMPSON

The Honorable Billy C. Lockamy
Chairman of the Board of Commissioners

Susan J. Holder
Clerk to the Board of Commissioners

NORTH CAROLINA

LEASE

SAMPSON COUNTY

I. PARTIES

This lease, made and entered into this the 7th day of October, 2013, by and between Arlene S. Taylor, hereinafter called "Owners", and the County of Sampson, a body of corporate and politic of the State of North Carolina, hereinafter called "County";

II. GRANT WITNESSETH:

That subject to the terms and conditions hereinafter set forth, said Owners doth hereby let and lease unto the County and the County agrees to accept from Owners a certain parcel of land lying and being in Sampson County, North Carolina, and more particularly described as follows:

Containing 0.10 acre tract, more or less, and being Tract 1 reflected upon a map entitled "Sampson County Mt. Gilead Container Site" prepared by Ed Hill Surveying, P.A., dated March 23, 1982, a copy of which is attached hereto marked Exhibit "A". The metes and bounds description set out upon such Exhibit being incorporated herein by reference. Further being a part of the C.W. Taylor land described in Deed Book 846, page 22, Sampson County Registry.

III. TERM

This lease shall begin at the date of the signing and shall exist and continue for the period of ten (10) years from the date of its execution.

IV. CANCELLATION

Notwithstanding the term of this lease as specified above, either party may cancel and terminate this lease by giving the other party thirty (30) days advance written notice. In the event that either party should cancel this lease as provided for in this paragraph, then neither party shall have any further obligations to the other party, other than for obligations incurred prior to the effective date of cancellation.

V. RENTAL

County agrees to pay Owners a single lump sum payment in the amount of \$750.00 Payment is due at the signing of this agreement.

VI. TAXES

The Owners agree to pay all taxes and assessments imposed on the property by any lawful authority.

VII. USE OF PREMISES

It is expressly agreed that the County may use this property for any lawful purpose during the term of this lease and may make any improvements or additions to the property during the term of this lease.

VIII. ENTIRE AGREEMENT

This agreement constitutes the complete understanding of the parties and all oral negotiations or other oral statements are herein merged into this document.

IX. ASSIGNMENT

This lease may be assigned by the County without permission or notice to the Owners.

X. TESTIFICANDUM

In Testimony Whereof, Arlene S. Taylor and the County of Sampson have executed this contract in duplicate originals, one of which is retained by each of the parties.

FOR THE COUNTY OF SAMPSON

The Honorable Billy C. Lockamy
Chairman of the Board of Commissioners

Susan J. Holder
Clerk to the Board of Commissioners



(LONG-TERM ECONOMIC ADVANCEMENT FOUNDATION)

June 13, 2013

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PRESIDENT
DAN GERLACH

Mr. John D. Swope
Executive Director
Sampson County
406 County Complex Road
Building C
Clinton, North Carolina 28328

Dear Mr. Swope:

I am pleased to inform you that the Board of Directors of the Golden LEAF Foundation has approved a grant for "Project Trio," in the amount of \$450,000.00. We trust that this support will further your work to the benefit of North Carolinians.

Enclosed are two copies of our Grantee Acknowledgement and Agreement, which includes details regarding administration of the grant, including the payment schedule and reporting requirements. Please read your grantee agreement carefully and take note of special conditions that may apply to your grant award.

We require that grantees become acquainted with Golden LEAF's policies governing grants by attending a grants management workshop. We will provide you the dates and locations of upcoming workshops in the near future.

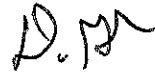
Upon receipt of one original signed Grantee Acknowledgement and Agreement form, documentation that any requisite conditions have been met, and a written request for payment, we will make the first disbursement of funds in connection with your project. As outlined in the Grantee Acknowledgement and Agreement, subsequent payments will be forwarded upon the receipt of the required reports. Reporting forms can be accessed at our website, www.goldenleaf.org, or by contacting us at 888-684-8404 or at programs@goldenleaf.org.

All publicity and printed materials regarding projects or activities funded in whole or in part by this grant should contain the following language: **"This project received support from the Golden LEAF Foundation."** The Golden LEAF logo is to be displayed in all of the publicity and printed materials relating to this grant. Please contact Jenny Tinklepaugh (jtinklepaugh@goldenleaf.org) for digital versions of the logo.

Mr. John D. Swope
June 13, 2013
Page 2

Please let me or any member of our programs staff know if you have any questions regarding your grant, its conditions, or reporting requirements. We stand ready to be of assistance to you at any time. Once again, on behalf of the Board, congratulations on your grant award. We look forward to learning about your accomplishments.

Sincerely,

A handwritten signature in dark ink, appearing to read 'D. Gerlach', with a stylized flourish at the end.

Dan Gerlach
President

DG:bs

Enclosures: as stated

The Golden LEAF Foundation

GRANTEE ACKNOWLEDGMENT AND AGREEMENT

1. Grantee: Sampson County
2. Project File Number & Title: FY2013-217 / Project Trio
3. Purpose of Grant: Enviva Holdings is a wood pellet manufacturing company with current North Carolina locations in Hertford and Northampton Counties. The company plans to open a third plant in Sampson County where it will invest \$117.5 million in plant and equipment at the new facility. The company would employ 79 people with average wages of \$36,682 plus benefits at the Sampson County site. The company is also expected to purchase annually \$35 million worth of wood byproduct not used in current lumber products. Golden LEAF funds will be used by Sampson County to extend water service to the project. The water service will also serve other sites at the Interstate 40 interchange where the new facility will be constructed. The total budget for the water project is \$1,563,000.
4. Amount of Grant: \$450,000.00
5. Award Date: 6/6/2013 Start Date: _____
6. Special Terms and Conditions Applicable to Grant:
 - a) The term of the grant is 18 months, commencing on the Start Date proposed by the Grantee and accepted by Golden LEAF or, if Grantee does not propose a Start Date, commencing on the Award Date. All project-related expenses must be incurred during the term of the grant.
 - b) Funds are to be used for costs associated with constructing publicly owned water improvements. The infrastructure must have the capacity to serve Enviva Holdings (the "Company") and others.
 - c) Golden LEAF funds may not be used for acquisition of interests in real property.
 - d) Release of grant funds is contingent upon the Grantee demonstrating that it has secured sufficient funds to complete the infrastructure and other improvements necessary for this project.
 - e) Release of funds is contingent on Golden LEAF receiving satisfactory information demonstrating that the Company has sufficient financial capacity to complete the project as proposed.
 - f) Release of funds is conditioned on the Grantee agreeing to establish a schedule of rates and fees or other revenues sufficient to support operation, maintenance, repair, and replacement of the water system.
 - g) Grant funds must be spent exclusively on public infrastructure that is located on publicly owned property or public easements and that is not for the exclusive use of any private entity.
 - h) Release of funds is contingent on the Grantee providing evidence that the Company has agreed to allow Grantee and Golden LEAF to verify the Company's job creation/retention numbers and wage rates and benefits by reviewing NCUI-101 forms and/or through other means satisfactory to Golden LEAF.
 - i) Release of funds is contingent on the Grantee providing evidence of an inducement agreement, performance agreement, or similar agreement demonstrating that the Company is obligated to create a minimum of 79 new full time jobs at its Sampson County, NC facility with average annual wages of no less than \$36,682 plus benefits including at least 50% of the cost of employee-only health insurance by December 31, 2014, and providing appropriate consequences should the Company fail to satisfy its obligations.

7. Standard conditions on the release of grant funds:
 - a) Release of grant funds is contingent on Grantee attending a Golden LEAF grants management workshop or satisfactory consultation with Golden LEAF staff to gain training in management of Golden LEAF grants and reporting requirements.
 - b) For non-governmental grantees, release of funds is contingent on Grantee providing the Foundation with a copy of the Grantee's policy regarding conflicts of interest with evidence that the policy has been adopted by the Grantee's board of directors.
 - c) Release of funds is contingent on Grantee returning a fully executed original of this Grantee Acknowledgment and Agreement no later than three months after the Award Date set forth in Section 5, above, unless the Foundation agrees to extend the deadline for its submission.
 - d) Prior to the release of funds, Grantee must submit for approval by Golden LEAF a project management plan and project budget. Unless otherwise approved, the project management plan and budget must be submitted on Golden LEAF forms. The project management plan will identify key activities and milestones that are critical to successful implementation of the grant, persons responsible for implementing identified tasks, deadlines for each activity and milestone, and an overall project time line. It will also include an evaluation plan. In projects that involve job creation, workforce training and other work where outcomes are expected to be achieved after the grant term has ended, the project management plan may require the Grantee to report results and accomplishments to Golden LEAF for a period of at least 3 years beyond the grant term.
 - e) If the Grantee fails to comply with its obligations under this Agreement, no further grant funds will be released unless such noncompliance is resolved to the satisfaction of Golden LEAF.
8. Confirmation of Eligibility/Permissible use of Funds: The Grantee confirms: (1) that the Internal Revenue Service has determined that the Grantee is an organization described in Section 501(c) (3) of the Internal Revenue Code of 1986, as amended, and that such determination has not been revoked, or (2) that the Grantee is a federal, state or local governmental unit. Grantee agrees to notify the Foundation promptly if the Grantee's tax-exempt status is revoked or modified in any way. It agrees that it will use the funds from this grant only for charitable, educational, or scientific purposes within the meaning of Section 501(c)(3) of the Code, and that it will not use the funds from this grant in any way that would result in or give rise to private inurement or impermissible private benefit. The Grantee agrees that no funds from this grant will be used to carry on propaganda or otherwise to attempt to influence legislation, to influence the outcome of any public election, or to carry on directly or indirectly any voter registration drive. The Grantee agrees that it will not use any of these grant funds to make any expenditure or grant that does not comply with the requirements of Section 4945(d)(3) or (4) of the Code or to undertake any activity for any purpose other than one specified in Section 170(c)(1) or Section 170(c)(2)(B) of the Code. Unless otherwise agreed by the Foundation in writing, no portion of the Grantee's rights or obligations under this Agreement may be transferred or assigned to any other entity.
9. Compliance with laws/liens: The Grantee is in material compliance with all federal, state, county, and local laws, regulations, and orders that are applicable to the Grantee, and the Grantee has timely filed with the proper governmental authorities all statements and reports required by the laws, regulations, and orders to which the Grantee is subject. There is no litigation, claim, action, suit, proceeding or governmental investigation pending against the Grantee, and there is no pending or (to the Grantee's knowledge) threatened litigation, claim, action, suit, proceeding or governmental investigation against the Grantee that could reasonably be expected to have a material adverse effect upon the Grantee's ability to carry out this grant in accordance with its terms. The Grantee has timely paid all judgments, claims, and federal, state, and local taxes payable by the Grantee the non-payment of which might result in a lien on any of the Grantee's assets or might otherwise adversely affect the Grantee's ability to carry out this grant in accordance with its terms.
10. Project and budget modification: The Grantee agrees to immediately notify the Foundation of anything that may materially affect the Grantee's ability to perform the project funded. **If the Grantee proposes to modify the budget, the objectives, or any other feature of the project funded, the Grantee shall not encumber or**

expend any funds from this grant for such purposes unless and until the Foundation has approved such proposed modifications in writing. Moreover, no further payments shall be made to the Grantee in connection with the project funded unless and until the Foundation has approved such proposed modifications in writing.

11. Use of grant funds/rescission and termination of grants: The Grantee accepts and will retain full control of the disposition of funds awarded to the Grantee by the Foundation under this grant, and accepts and will retain full responsibility for compliance with the terms and conditions of the grant. Grant funds shall be utilized exclusively for the purposes set forth above. If the Grantee breaches any of the covenants or agreements contained in this Agreement, uses grant funds for purposes other than those set out above, or any of the representations and warranties made by the Grantee are untrue as to a material fact, the Grantee agrees to repay to the Foundation the full amount of this grant. Any condition, purpose, term or provision in the Foundation's resolution approving funding or in this Agreement shall take precedence over any conflicting provision in the Grantee's application.

The Grantee acknowledges receipt of the following policy regarding termination and rescission of grants, which is intended to supplement but not replace or limit the rights and remedies of the Foundation set forth elsewhere in this Agreement. The Grantee acknowledges that the Foundation may, from time to time, amend its policy regarding termination and rescission of grants, and the Grantee acknowledges that the Grantee will be subject to the policy as amended.

Policy Regarding Rescission and Termination of Grants. Rescission of a grant revokes the grant award. When funds have been disbursed to a Grantee by the Foundation and a grant is rescinded, the Grantee may be liable for repayment to the Foundation for an amount up to the total of grant funds received by the Grantee. Termination of a grant ends the grant on a going-forward basis, and the Grantee is responsible for repayment to the Foundation of only that portion of the grant funds that has been disbursed but not expended by the Grantee in accordance with the terms of the grant.

A grant may be rescinded or terminated at any time in the discretion of the Foundation for the Grantee's failure to comply with its obligations under this Agreement or if any of the Grantee's representations and warranties in this Agreement are or become untrue as to a material fact. Reasons for rescission or termination of a grant include but are not limited to the following:

- a. The Grantee has not signed and delivered to the Foundation the Grantee Acknowledgment and Agreement within three (3) months of the Award Date set out in Section 5, above.
- b. The Grantee has failed to complete the project within the grant term established by this Agreement or any extensions thereof.
- c. The Grantee's tax-exempt status has been modified or revoked.
- d. The Grantee is unable, or has failed or refused, to comply with a material term or condition of the grant.
- e. The Grantee has experienced a change in circumstances that is likely to have a material adverse effect upon the Grantee's ability to accomplish fully the purposes of the grant (e.g., loss of collateral funding, loss of key personnel, etc.).
- f. The Grantee has failed or refused to submit a report, statement, accounting or return required by this Agreement or applicable law.
- g. The Grantee has materially modified its budget for the project, and such material modification has not been approved by the Foundation.
- h. The Grantee commits a material violation of the Internal Revenue Code, or uses grant funds for some purpose not permitted by the Internal Revenue Code or for some purpose not contemplated by the grant.
- i. The Grantee breaches any of the covenants or agreements contained in this Grantee Acknowledgment and Agreement.
- j. The Grantee requests that the grant be rescinded or terminated.

It is anticipated that a grant will be rescinded in situations in which no grant funds have been disbursed. Where grant funds have been disbursed, it is anticipated that a grant will be rescinded in the case of more serious violations (including, without limitation, use of grant funds for some purpose not contemplated by the grant or in violation of the Internal Revenue Code, or upon other affirmative misconduct of the Grantee), and that termination of a grant will occur in the case of the less serious instances of non-compliance or where the circumstance giving rise to termination is not the result of misconduct of the Grantee.

If the Board of Directors of the Foundation determines that a grant should be rescinded or terminated, the Foundation will notify the Grantee of that decision. The Foundation may choose to notify the Grantee that the grant is subject to rescission or termination unless the Grantee remedies the noncompliance and establish deadlines or other limitations on the Grantee's opportunity to remedy the noncompliance. If the Foundation allows the Grantee the opportunity to correct the noncompliance, no further grant funds shall be advanced until the noncompliance is remedied.

12. **Release of Funds:** Unless otherwise agreed by the Foundation, up to twenty percent (20%) of funds may be released in advance after all conditions on the release of funds are satisfied. Funds may be released in additional advances of up to twenty percent (20%) of the grant amount upon receipt of evidence satisfactory to the Foundation that funds previously released have been properly expended and accounted for. Funds may instead be released on a reimbursement basis, in which case payments may be made in an amount equal to or up to eighty percent (80%) of the grant amount upon receipt of evidence satisfactory to the Foundation that funds have been properly expended and accounted for. Unless otherwise approved by the President of the Foundation, a sum equal to twenty percent (20%) of the total amount of the grant will be retained by the Foundation until the Grantee completes its obligations under this grant, including submission of a satisfactory final report on the project funded. This final twenty percent (20%) retained by the Foundation shall be paid to the Grantee on a reimbursement basis. If the grant is conditional or contingent, all conditions and contingencies must be met before any payment will be made. Sales and use taxes for which the Grantee will be reimbursed from the NC Department of Revenue are not eligible Golden LEAF expenses. Each request for payment shall be in writing and shall certify that the Grantee has performed in accordance with the terms and provisions of its Grantee Acknowledgment and Agreement, and that such Grantee is entitled under the terms of such Agreement to receive the amount so requested. Each request should be made to Mr. Dan Gerlach, President, The Golden LEAF Foundation, 301 N. Winstead Avenue, Rocky Mount, NC 27804. Payment should not be requested until the Grantee has need for actual expenditures of the funds. The Grantee should request payment at least thirty (30) days prior to its desired payment date.
13. **Reporting:** The Grantee agrees to submit a Progress Report to the Foundation biannually, to be received by the Foundation six months from the date of award and every six months thereafter. The Grantee agrees to submit a final Progress Report for receipt by the Foundation within sixty (60) days after the completion of all obligations for the project funded or the end date, whichever comes first. Report forms may be found on the Foundation's website, www.goldenleaf.org. The Grantee will furnish additional or further reports if so requested by the Foundation on forms prescribed by the Foundation.
14. **Records:** The Grantee agrees to maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data for the project funded in such a manner so as to identify and document clearly the activities and outcomes of the project funded and the expenditure of Foundation funds. Financial records regarding the Foundation's grant shall be kept separate from accounts for other awards, monetary contributions, or other revenue sources for the project funded. The Grantee agrees to retain all financial and programmatic records, supporting documents, and all other pertinent records related to the project funded for a period of five (5) years from the end of the grant funding period. In the event such records are audited, all project records shall be retained beyond such five-year period until all audit findings have been resolved. The Grantee shall provide to the Foundation copies of all financial and other records requested by the Foundation and shall make available to the Foundation, or the Foundation's designated representative, all of the Grantee's records that

relate to the project funded, and shall allow the Foundation or the Foundation's representative to audit, examine and copy any data, documents, proceedings, records and notes of activity relating to the project. Access to these records shall be allowed upon request at any time during normal business hours and as often as the Foundation or its representative may deem necessary. The Grantee may be subject to audit by the State Auditor.

15. This Section 15 is applicable if the following blank is marked: _____ Staff Initials & date: _____

Intellectual property/New Developments: In consideration of its receipt of funds granted by the Foundation, the Grantee agrees that during the course of the project funded by the grant, the Grantee, and any recipient of grant funds, will promptly disclose to the Foundation any improvements, inventions, developments, discoveries, innovations, systems, techniques, ideas, processes, programs, and other things, whether patentable or unpatentable, that result from any work performed by or for the Grantee in connection with the project funded, or by individuals whose work is funded by the grant (the "New Developments"). If the Grantee provides to the Foundation a copy of any Invention Disclosure Reports it receives from Grantee employees that report making inventions under this Agreement, then the Grantee will be deemed to have satisfied the disclosure requirement in the preceding sentence.

The Grantee agrees that it, and any recipient of grant funds, shall take all reasonably appropriate actions to assure that the New Developments shall be and remain the sole and exclusive property of the Grantee. In the event that the interests of the public would be served by commercialization of the New Developments, the Grantee agrees to use its best reasonable efforts to pursue the commercialization of any such New Developments in a manner that will serve the interests of the public, including but not limited to the transfer, assignment or licensing of such New Developments; provided, however, that the Grantee, and any recipient of grant funds, shall not transfer, assign or license such New Developments in part or in whole without first having obtained the written consent of the Foundation.

Any revenue generated as a result of transferring, assigning, or licensing New Developments will be managed by the Grantee in accordance with its published patent, copyright and technology transfer procedures, if any, and in the absence of such procedures such revenue will be managed by the Grantee in accordance with procedures approved by the Foundation. Such procedures typically will prioritize the distribution of revenues to insure that the Grantee first honors its obligation to its inventors and then to cover its own out-of-pocket expenses as necessary to protect its intellectual property.

The Grantee and Foundation further agree that should there be any revenue generated greater than that necessary to meet the obligations of the preceding paragraph ("Net Revenue"), the Net Revenue shall be managed by the Grantee as follows:

- a) 15% of the Net Revenue will be retained by the Grantee as a fee for the management and distribution of funds as required under this Agreement.
- b) 30% of the remaining Net Revenue will be paid to the Foundation.
- c) 70% of the remaining Net Revenue will be retained by the Grantee and used in accordance with the procedures referenced in the preceding paragraph above.

The Grantee's obligations pursuant to this Section will continue beyond the expiration of the funding period.

16. Independent entity: The Grantee acknowledges and agrees that the Grantee is an entity independent from the Foundation, is not an agent of the Foundation, and is not authorized to bind the Foundation to any agreement of payment for goods or services. The Grantee is responsible for payment of all its expenses, including rent, office expenses and all forms of compensation to employees. It shall provide workers compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment

compensation, social security, income taxes and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees. All expenses incurred by the Grantee are the sole responsibility of the Grantee, and the Foundation shall not be liable for the payment of any obligations incurred in the performance of the project funded.

17. Non-discrimination: The Grantee shall not discriminate by reason of age, race, ethnicity, religion, color, sex, national origin, or handicap related to the activities of a project funded by the Foundation.
18. Publicity: All publicity and printed materials regarding projects or activities supported in whole or in part by this grant should contain the following language: **"This project received support from The Golden LEAF Foundation."** The Golden LEAF logo is to be displayed in all of the Grantee's publicity and printed materials relating to this grant. Please contact Jenny Tinklepaugh (jtinklepaugh@goldenleaf.org) for digital versions of the logo.
19. Authority to execute: The individual signing below certifies his or her authority to execute this Agreement on behalf of the Grantee. By executing this Agreement, the Grantee, to induce the Foundation to make this grant, makes each of the representations set forth hereinabove and certifies that each of such representations is true, accurate and complete as of the date hereof.

IN WITNESS WHEREOF, the Grantee has executed this Agreement this ____ day of _____, 20__.

Name of Grantee Organization (print): _____

Signature: _____

Name of Person Signing (print): _____

Title of Person Signing (print): _____

Date: _____



(LONG-TERM ECONOMIC ADVANCEMENT FOUNDATION)

June 13, 2013

BOARD OF DIRECTORS

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PRESIDENT
DAN GERLACH

Mr. John D. Swope
Executive Director
Sampson County
406 County Complex Road
Building C
Clinton, North Carolina 28328

Dear Mr. Swope:

I am pleased to inform you that the Board of Directors of the Golden LEAF Foundation has approved a grant for "Project Triumph," in the amount of \$450,000.00. We trust that this support will further your work to the benefit of North Carolinians.

Enclosed are two copies of our Grantee Acknowledgement and Agreement, which includes details regarding administration of the grant, including the payment schedule and reporting requirements. Please read your grantee agreement carefully and take note of special conditions that may apply to your grant award.

We require that grantees become acquainted with Golden LEAF's policies governing grants by attending a grants management workshop. We will provide you the dates and locations of upcoming workshops in the near future.

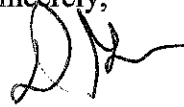
Upon receipt of one original signed Grantee Acknowledgement and Agreement form, documentation that any requisite conditions have been met, and a written request for payment, we will make the first disbursement of funds in connection with your project. As outlined in the Grantee Acknowledgement and Agreement, subsequent payments will be forwarded upon the receipt of the required reports. Reporting forms can be accessed at our website, www.goldenleaf.org, or by contacting us at 888-684-8404 or at programs@goldenleaf.org.

All publicity and printed materials regarding projects or activities funded in whole or in part by this grant should contain the following language: **"This project received support from the Golden LEAF Foundation."** The Golden LEAF logo is to be displayed in all of the publicity and printed materials relating to this grant. Please contact Jenny Tinklepaugh (jtinklepaugh@goldenleaf.org) for digital versions of the logo.

Mr. John D. Swope
June 13, 2013
Page 2

Please let me or any member of our programs staff know if you have any questions regarding your grant, its conditions, or reporting requirements. We stand ready to be of assistance to you at any time. Once again, on behalf of the Board, congratulations on your grant award. We look forward to learning about your accomplishments.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Gerlach', with a stylized flourish at the end.

Dan Gerlach
President

DG:bs

Enclosures: as stated

The Golden LEAF Foundation

GRANTEE ACKNOWLEDGMENT AND AGREEMENT

1. Grantee: Sampson County
2. Project File Number & Title: FY2013-196 / Project Triumph
3. Purpose of Grant: Project Triumph is Chemtex, an Italian company with US headquarters in Wilmington, NC, which plans to construct a \$120 million cellulosic ethanol production plant in Sampson County. Chemtex has constructed a sister cellulosic ethanol plant in Italy. Chemtex has received a USDA Loan Guarantee to secure the necessary financing for its US facility. Chemtex will create 65 jobs with average wages of \$48,415 plus benefits and median wages of \$36,500 at this new facility. Moreover, the company expects to purchase feedstock for the factory such as arundo donax or other grasses from local growers. These purchases are expected to increase value to those growers by \$6 million annually above the current land use for the production of Bermuda grass, doubling current receipts. Golden LEAF funds will be combined with DOT funding to construct a turn lane that must be added to the NC-24 to accommodate roughly 130 trucks per day servicing the site and improve safety. This grant covers a portion of a total road improvement budget of \$853,651.90.
4. Amount of Grant: \$450,000.00
5. Award Date: 6/6/2013 Start Date: _____
6. Special Terms and Conditions Applicable to Grant:
 - a) The term of the grant is 18 months, commencing on the Start Date proposed by the Grantee and accepted by Golden LEAF or, if Grantee does not propose a Start Date, commencing on the Award Date. All project-related expenses must be incurred during the term of the grant.
 - b) Funds are to be used for costs associated with constructing public road improvements. The infrastructure will benefit Chemtex (the "Company") and additional users. Golden LEAF funds may not be used for acquisition of interests in real property.
 - c) Release of grant funds is contingent upon the Grantee demonstrating that it has secured sufficient funds to complete the infrastructure and other improvements necessary for this project.
 - d) Grant funds must be spent exclusively on public infrastructure that is located on publicly owned property or public easements and that is not for the exclusive use of any private entity.
 - e) Release of funds is contingent on the Grantee providing evidence that the Company has agreed to allow Grantee and Golden LEAF to verify the Company's job creation/retention numbers and wage rates and benefits by reviewing NCUI-101 forms submitted to the Employment Security Commission and/or through other means satisfactory to Golden LEAF.
 - f) Release of funds is contingent on the Grantee providing evidence of an inducement agreement, performance agreement, or similar agreement demonstrating that the Company is obligated to create a minimum of 65 new full time jobs at its Sampson County, NC facility with average annual wages of no less than \$48,415 plus benefits including at least 50% of the cost of employee-only health insurance by December 31, 2014, and providing appropriate consequences should the Company fail to satisfy its obligations.
7. Standard conditions on the release of grant funds:
 - a) Release of grant funds is contingent on Grantee attending a Golden LEAF grants management workshop or satisfactory consultation with Golden LEAF staff to gain training in management of Golden LEAF grants and reporting requirements.

- b) For non-governmental grantees, release of funds is contingent on Grantee providing the Foundation with a copy of the Grantee's policy regarding conflicts of interest with evidence that the policy has been adopted by the Grantee's board of directors.
 - c) Release of funds is contingent on Grantee returning a fully executed original of this Grantee Acknowledgment and Agreement no later than three months after the Award Date set forth in Section 5, above, unless the Foundation agrees to extend the deadline for its submission.
 - d) Prior to the release of funds, Grantee must submit for approval by Golden LEAF a project management plan and project budget. Unless otherwise approved, the project management plan and budget must be submitted on Golden LEAF forms. The project management plan will identify key activities and milestones that are critical to successful implementation of the grant, persons responsible for implementing identified tasks, deadlines for each activity and milestone, and an overall project time line. It will also include an evaluation plan. In projects that involve job creation, workforce training and other work where outcomes are expected to be achieved after the grant term has ended, the project management plan may require the Grantee to report results and accomplishments to Golden LEAF for a period of at least 3 years beyond the grant term.
 - e) If the Grantee fails to comply with its obligations under this Agreement, no further grant funds will be released unless such noncompliance is resolved to the satisfaction of Golden LEAF.
8. Confirmation of Eligibility/Permissible use of Funds: The Grantee confirms: (1) that the Internal Revenue Service has determined that the Grantee is an organization described in Section 501(c) (3) of the Internal Revenue Code of 1986, as amended, and that such determination has not been revoked, or (2) that the Grantee is a federal, state or local governmental unit. Grantee agrees to notify the Foundation promptly if the Grantee's tax-exempt status is revoked or modified in any way. It agrees that it will use the funds from this grant only for charitable, educational, or scientific purposes within the meaning of Section 501(c)(3) of the Code, and that it will not use the funds from this grant in any way that would result in or give rise to private inurement or impermissible private benefit. The Grantee agrees that no funds from this grant will be used to carry on propaganda or otherwise to attempt to influence legislation, to influence the outcome of any public election, or to carry on directly or indirectly any voter registration drive. The Grantee agrees that it will not use any of these grant funds to make any expenditure or grant that does not comply with the requirements of Section 4945(d)(3) or (4) of the Code or to undertake any activity for any purpose other than one specified in Section 170(c)(1) or Section 170(c)(2)(B) of the Code. Unless otherwise agreed by the Foundation in writing, no portion of the Grantee's rights or obligations under this Agreement may be transferred or assigned to any other entity.
9. Compliance with laws/liens: The Grantee is in material compliance with all federal, state, county, and local laws, regulations, and orders that are applicable to the Grantee, and the Grantee has timely filed with the proper governmental authorities all statements and reports required by the laws, regulations, and orders to which the Grantee is subject. There is no litigation, claim, action, suit, proceeding or governmental investigation pending against the Grantee, and there is no pending or (to the Grantee's knowledge) threatened litigation, claim, action, suit, proceeding or governmental investigation against the Grantee that could reasonably be expected to have a material adverse effect upon the Grantee's ability to carry out this grant in accordance with its terms. The Grantee has timely paid all judgments, claims, and federal, state, and local taxes payable by the Grantee the non-payment of which might result in a lien on any of the Grantee's assets or might otherwise adversely affect the Grantee's ability to carry out this grant in accordance with its terms.
10. Project and budget modification: The Grantee agrees to immediately notify the Foundation of anything that may materially affect the Grantee's ability to perform the project funded. **If the Grantee proposes to modify the budget, the objectives, or any other feature of the project funded, the Grantee shall not encumber or expend any funds from this grant for such purposes unless and until the Foundation has approved such proposed modifications in writing.** Moreover, no further payments shall be made to the Grantee in connection with the project funded unless and until the Foundation has approved such proposed modifications in writing.

11. Use of grant funds/rescission and termination of grants: The Grantee accepts and will retain full control of the disposition of funds awarded to the Grantee by the Foundation under this grant, and accepts and will retain full responsibility for compliance with the terms and conditions of the grant. Grant funds shall be utilized exclusively for the purposes set forth above. If the Grantee breaches any of the covenants or agreements contained in this Agreement, uses grant funds for purposes other than those set out above, or any of the representations and warranties made by the Grantee are untrue as to a material fact, the Grantee agrees to repay to the Foundation the full amount of this grant. Any condition, purpose, term or provision in the Foundation's resolution approving funding or in this Agreement shall take precedence over any conflicting provision in the Grantee's application.

The Grantee acknowledges receipt of the following policy regarding termination and rescission of grants, which is intended to supplement but not replace or limit the rights and remedies of the Foundation set forth elsewhere in this Agreement. The Grantee acknowledges that the Foundation may, from time to time, amend its policy regarding termination and rescission of grants, and the Grantee acknowledges that the Grantee will be subject to the policy as amended.

Policy Regarding Rescission and Termination of Grants. Rescission of a grant revokes the grant award. When funds have been disbursed to a Grantee by the Foundation and a grant is rescinded, the Grantee may be liable for repayment to the Foundation for an amount up to the total of grant funds received by the Grantee. Termination of a grant ends the grant on a going-forward basis, and the Grantee is responsible for repayment to the Foundation of only that portion of the grant funds that has been disbursed but not expended by the Grantee in accordance with the terms of the grant.

A grant may be rescinded or terminated at any time in the discretion of the Foundation for the Grantee's failure to comply with its obligations under this Agreement or if any of the Grantee's representations and warranties in this Agreement are or become untrue as to a material fact. Reasons for rescission or termination of a grant include but are not limited to the following:

- a. The Grantee has not signed and delivered to the Foundation the Grantee Acknowledgment and Agreement within three (3) months of the Award Date set out in Section 5, above.
- b. The Grantee has failed to complete the project within the grant term established by this Agreement or any extensions thereof.
- c. The Grantee's tax-exempt status has been modified or revoked.
- d. The Grantee is unable, or has failed or refused, to comply with a material term or condition of the grant.
- e. The Grantee has experienced a change in circumstances that is likely to have a material adverse effect upon the Grantee's ability to accomplish fully the purposes of the grant (e.g., loss of collateral funding, loss of key personnel, etc.).
- f. The Grantee has failed or refused to submit a report, statement, accounting or return required by this Agreement or applicable law.
- g. The Grantee has materially modified its budget for the project, and such material modification has not been approved by the Foundation.
- h. The Grantee commits a material violation of the Internal Revenue Code, or uses grant funds for some purpose not permitted by the Internal Revenue Code or for some purpose not contemplated by the grant.
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17. Non-discrimination: The Grantee shall not discriminate by reason of age, race, ethnicity, religion, color, sex, national origin, or handicap related to the activities of a project funded by the Foundation.
18. Publicity: All publicity and printed materials regarding projects or activities supported in whole or in part by this grant should contain the following language: **"This project received support from The Golden LEAF Foundation."** The Golden LEAF logo is to be displayed in all of the Grantee's publicity and printed materials relating to this grant. Please contact Jenny Tinklepaugh (jtinklepaugh@goldenleaf.org) for digital versions of the logo.
19. Authority to execute: The individual signing below certifies his or her authority to execute this Agreement on behalf of the Grantee. By executing this Agreement, the Grantee, to induce the Foundation to make this grant, makes each of the representations set forth hereinabove and certifies that each of such representations is true, accurate and complete as of the date hereof.

IN WITNESS WHEREOF, the Grantee has executed this Agreement this ____ day of _____, 20__.

Name of Grantee Organization (print): _____

Signature: _____

Name of Person Signing (print): _____

Title of Person Signing (print): _____

Date: _____

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: September 23, 2013
Subject: Disabled Veteran Exclusion
(GS 105-277.1c)

The attached disabled veteran exclusion application was received after June 1, 2013. After that date, the Board of Commissioners must approve the application.

The applicant is as follows:

Forrest C. Tyler

A letter is submitted requesting approval of the late application.

The application meets the statutory requirements for the disabled veteran exclusion other than being timely filed.

Please put on the next Board of Commissioners consent agenda for their action.

The application was received on August 28, 2013.

August 28, 2013

Sampson County Board of Commissioners
Rowan Road
Clinton, North Carolina 28328

RE: Forrest C. Tyler (Disabled Veteran)

Dear Commissioners:

I am a 100% permanently and totally disabled Veteran. I submitted an application for property Tax Exclusion to The Department of Veterans Affairs, at the Regional Office, through the Sampson County Veterans Service Office. I moved to Sampson County the end of 2012 and did not find out about the Tax Exclusion until August of this year. The NCDVA-9 form for Property Tax Exclusion has just been received. I understand that my application is not within the time frame set, but I am requesting you to please accept this application and grant me the Tax Exclusion on my County Property Tax.

I am truly sorry for the late date and ask for your favor on my Tax Exclusion.

Thank you for your consideration and I wait anxiously for your decision.

Sincerely,



Forrest C. Tyler
1220 Tom Butler Lane
Autryville, North Carolina 28318

#92404
08-0179462-14

State of North Carolina
Certification for Disabled Veteran's
Property Tax Exclusion (G.S. 105-277.1C)

Sampson
COUNTY

SECTION 1

TO BE COMPLETED BY THE VETERAN OR THE
SURVIVING SPOUSE WHO HAS NOT REMARRIED

NAME (Print or Type)

DISABLED VETERAN'S FULL NAME (PRINT OR TYPE)

STREET ADDRESS OR P.O. BOX NUMBER

SURVIVING SPOUSE'S FULL NAME (PRINT OR TYPE)

(If Applicable)

CITY

STATE

ZIP CODE

U.S. DEPT. OF VETERANS AFFAIRS
FILE NUMBER

VETERAN'S SOCIAL SECURITY NUMBER

I am either (1) a veteran whose character of service at separation was honorable or under honorable conditions and who has a permanent and total service-connected disability or (2) the **surviving spouse, who has not remarried**, of a veteran whose character of service at separation was honorable or under honorable conditions and who had a permanent and total service-connected disability at death or veteran's death was the result of a service-connected condition. I request USDVA complete this certification **in support of my separate application for the Disabled Veteran's Property Tax Exclusion to the Tax Assessor.**

SECTION 2

Disabled Veteran's Signature

I authorize the U.S. Department of Veterans Affairs to release information regarding my disability as needed for this certification.

DISABLED VETERAN'S SIGNATURE

DATE

SECTION 3

Surviving Spouse's (who has not remarried) Signature

I authorize the U.S. Department of Veterans Affairs to release information regarding my spouse's disability or death as needed for this certification.

SURVIVING SPOUSE'S SIGNATURE

DATE

SECTION 4

To be completed by the U.S. Department of Veterans Affairs

Please
check all
that apply:

- A. ☐ Veteran does not meet either B, C, D, or E of the below criteria.
- B. ☒ Veteran has a service-connected **permanent** and total disability that existed as of 4/30/03.
- C. ☐ Veteran received benefits on _____ from U.S. Department of Veterans Affairs for specially adapted housing under 38 U.S.C. 2101 for the veteran's permanent residence.
- D. ☐ Veteran died on _____ and had a service-connected **permanent** and total disability at death.
- E. ☐ Veteran died on _____ and the death was either (1) the result of a service-connected condition or (2) death occurred while on active duty in the line of duty and not due to service member's own willful misconduct.

Character of Disabled Veteran's
Service at Separation: (DD-214)

☒ Honorable

☐ Under Other than Honorable Conditions

☐ Under Honorable Conditions

SIGNATURE OF USDVA CERTIFYING OFFICIAL

DATE

PRINTED NAME OF USDVA CERTIFYING OFFICIAL

TITLE OF USDVA CERTIFYING OFFICIAL

NOTE:

Stamped Signature by USDVA Official on this form has been
authorized by Director, VA Regional Office,
Winston-Salem, NC.

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: September 23, 2013
Subject: Disabled Veteran Exclusion
(GS 105-277.1c)

The attached disabled veteran exclusion application was received after June 1, 2013. After that date, the Board of Commissioners must approve the application.

The applicant is as follows:

Stephen Joel Carlson

A letter is submitted requesting approval of the late application.

The application meets the statutory requirements for the disabled veteran exclusion other than being timely filed.

Please put on the next Board of Commissioners consent agenda for their action.

The application was received on August 26, 2013.

August 26, 2013

Sampson County Board of Commissioners
Rowan Road
Clinton, North Carolina 28328

RE: Carlson, Stephen Joel

Dear Commissioners:

I am a Honorably Discharged Veteran that was awarded 100% permanent and total disability service connected disability. I recently moved to Sampson County and did not know about the tax exclusion until the tax bill was received recently. I submitted an application for the Property Tax Exclusion for Disabled Veteran's through the County Veterans Office to the Regional Office in Winston-Salem, NC. I have just received it back. I understand that my application is not within the time frame set, but I am requesting you to please accept this application and grant me the Tax Exclusion on my County Property Tax.

I am truly sorry for the late date and ask for your favor on my Tax Exclusion.

Thank you for your consideration and I wait anxiously for your decision.

Sincerely,

Stephen Joel Carlson

State of North Carolina
Certification for Disabled Veteran's
Property Tax Exclusion (G.S. 105-277.1C)Sampson
COUNTY

SECTION 1

TO BE COMPLETED BY THE VETERAN OR THE
SURVIVING SPOUSE WHO HAS NOT REMARRIED

Stephen Joel Carlson

NAME (Print or Type)

Stephen Joel Carlson

DISABLED VETERAN'S FULL NAME (PRINT OR TYPE)

12383 Harnett Dunn Hwy

STREET ADDRESS OR P.O. BOX NUMBER

Dunn

CITY

NC

STATE

28334-8637

ZIP CODE

SURVIVING SPOUSE'S FULL NAME (PRINT OR TYPE)

(If Applicable)

C-27 442 486

U.S. DEPT. OF VETERANS AFFAIRS
FILE NUMBER

VETERAN'S SOCIAL SECURITY NUMBER

I am either (1) a veteran whose character of service at separation was honorable or under honorable conditions and who has a permanent and total service-connected disability or (2) the surviving spouse, who has not remarried, of a veteran whose character of service at separation was honorable or under honorable conditions and who had a permanent and total service-connected disability at death or veteran's death was the result of a service-connected condition. I request USDVA complete this certification *in support of my separate application for the Disabled Veteran's Property Tax Exclusion to the Tax Assessor.*

SECTION 2

Disabled Veteran's Signature

I authorize the U.S. Department of Veterans Affairs to release information regarding my disability as needed for this certification.

Stephen Joel Carlson

DISABLED VETERAN'S SIGNATURE

8-07-2013

DATE

SECTION 3

Surviving Spouse's (who has not remarried) Signature

I authorize the U.S. Department of Veterans Affairs to release information regarding my spouse's disability or death as needed for this certification.

SURVIVING SPOUSE'S SIGNATURE

DATE

SECTION 4

To be completed by the U.S. Department of Veterans Affairs

Please
check all
that apply:

- A. ☐ Veteran does not meet either B, C, D, or E of the below criteria.
- B. ☒ Veteran has a service-connected permanent and total disability that existed as of 5-24-07.
- C. ☐ Veteran received benefits on _____ from U.S. Department of Veterans Affairs for specially adapted housing under 38 U.S.C. 2101 for the veteran's permanent residence.
- D. ☐ Veteran died on _____ and had a service-connected permanent and total disability at death.
- E. ☐ Veteran died on _____ and the death was either (1) the result of a service-connected condition or (2) death occurred while on active duty in the line of duty and not due to service member's own willful misconduct.

Character of Disabled Veteran's
Service at Separation: (DD-214)

- ☒ Honorable
☐ Under Honorable Conditions

☐ Under Other than Honorable Conditions

SIGNATURE OF USDVA CERTIFYING OFFICIAL

DATE

PRINTED NAME OF USDVA CERTIFYING OFFICIAL

TITLE OF USDVA CERTIFYING OFFICIAL

NOTE:

Stamped Signature by USDVA Official on this form has been
authorized by Director, VA Regional Office,
Winston-Salem, NC.

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

GLENN SPELL
Tax Administrator

Telephone 910/592-8146
910/592-8147

5636

SAMPSON COUNTY BOARD OF COMMISSIONERS
EAST ROWAN ROAD
CLINTON, NORTH CAROLINA 28328

Gentlemen:

Pursuant to North Carolina G.S. 105-381, I hereby demand refund and remission of taxes assessed and collected by Sampson County against the property owned by Esther J. Giddens in Newton Grove Township, Sampson County, for the year(s) and in the amount(s) of. 11-0374480-01

YEAR	
<u>2012</u>	\$ <u>2,488.⁸⁴</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>2,488.⁸⁴</u>

These taxes were assessed through clerical error as follows.

Rebiling was done in 2011 to correct elderly exemption amount. Value was added back in Munis and billed in error. 2298⁵¹

County Tax	<u>2298⁵¹</u>
School Tax	_____
Fire Tax	<u>190.³³</u>
City Tax	_____
TOTAL \$	<u>2488.⁸⁴</u>

Yours very truly

Susan D. Williford
Taxpayer

Social Security # _____

RECOMMEND APPROVAL:

[Signature]
Sampson County Tax Administrator

Mailing address.

Esther J Giddens
2094 Mt Olive Hwy
Newton Grove NC 28366



Chgs/Taxes

Spec Assmt

Values

Inquiry

Parcel Information

Year	2011	Bill	20110004	Tax year(s)	2011
Parcel	11-0374480-01				
Alt	2504-32-1975				
Street	2050 MT OLIVE HWY				
Juris	11	Class	AG	Status	A
Subdiv		Zone		List	L
# fam	12	SIC		Exempt	N
SF	0	Bk/pg	93E/296A		
Acres	.000	Date	10/22/1993		

Ownership Inform

Name1 GID

Name2

Owner SSN 239

DBA

JAN 1 Owner: C

Lender

Legal Description

K3 0 35 SR 1

Assessment Values

	Prev year	This year
Land val	218,800	292,805
Bldg val	105,343	
Pers val		
Gross	324,143	292,805
Spec assmnt bal		.00
Curr land use		
Curr val exem		
Curr taxable		292,805

Taxes & Exemption

Charge

G01

F18

Exemption

--

This was value that was rebilled
in 2011 because of the elderly exemption
not being given in original bill.



- Chgs/Taxes
- Spec Assmt
- Values
- Inquiry

Parcel Information

Year	2012	Bill	14638	Tax year(s)	2012
Parcel	11-0374480-01				
Alt	2504-32-1975				
Street	2094 & 2060 MT OLIVE HWY				
Juris	11	Class	AG	Status	A
Subdiv		Zone		List	L
# fam	12	SIC		Exempt	M
SF	3267000	Bk/pg	93E/296A		
Acres	75.000	Date	10/22/1993		

Ownership Inform

Name 1	GID
Name 2	
Owner SSN	239
DBA	
JAN 1 Owner:	
Lender	

Legal Description

K3 0 36 SR 1

Assessment Values

	Prev year	This year
Land val	511,605	511,605
Bldg val	105,343	105,343
Pers val		
Gross	616,948	616,948
Spec assmt bal		.00
Curr land use		
Curr val exem	OA	26,780
Curr taxable		590,168

Taxes & Exemptio

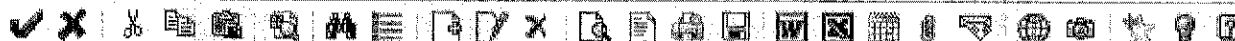
Charge

F18
S03
G01

Exemption

--

Display charges and taxes for the current record.



Property 11037448001

Owner 374040 GIDDENS, ESTHER J

Class	Description	Type	Res	Count	Assessed Value	Acres	Sq Ft
1	HOMESITE	L	Y	1.0	25000	2.000	✓
2	CROP LAN	L	N	2.0	134000	40.000	✓
3	PASTURE	L	N	3.0	39984	16.660	✓
4	WOODLAND	L	N	4.0	19816	16.340	✓
R	RESIDENC	N	Y	1.0	28560	.000	✓
R	RESIDENC	N	N	2.0	50175	.000	✓
01	BARN	N	N	3.0	300	.000	✓
36	METAL BU	N	N	4.0	12525	.000	✓
32	IMPLEMEN	N	N	5.0	200	.000	✓
45	POLE SHE	N	N	6.0	3237	.000	✓
66	SWINE FA	N	N	7.0	7371	.000	✓
99	MISC BLD	N	N	8.0	0	.000	✓
41	OPEN POR	N	N	9.0	300	.000	✓
61	STOOP	N	N	10.0	100	.000	✓
53	SHED	N	N	11.0	200	.000	✓
38	MH HKUPS	N	N	12.0	2375	.000	✓
R	RESIDENT	L	N	1.0	292805	.000	

"2012"

\$2488.⁰⁰ To be refunded

Gross assessed 616948
 Deferred 0
 Net assessed 616948

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

GLENN SPELL
Tax Administrator

Telephone 910/592-8146
910/592-8147

5833

SAMPSON COUNTY BOARD OF COMMISSIONERS
EAST ROWAN ROAD
CLINTON, NORTH CAROLINA 28328

Gentlemen:

Pursuant to North Carolina G.S. 105-381, I hereby demand refund and remission of taxes assessed and collected by Sampson County against the property owned by Cynthia A Wallace
2013 in South Clinton Township, Sampson County, for
the year(s) and in the amount(s) of. 15-1054040-06

YEAR	
<u>2013</u>	\$ <u>334.22</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>334.22</u>

These taxes were assessed through clerical error as follows.

Parcel is DL w/ Parcel # 15-1054040-01

County Tax	<u>255.96</u>
School Tax	<u>47.28</u>
Fire Tax	<u>30.98</u>
City Tax	_____
TOTAL \$	<u>334.22</u>

Yours very truly

Cynthia A. Wallace
By Mary W. Goodwin
Taxpayer

Social Security # _____

RECOMMEND APPROVAL:

Glenn Spell
Sampson County Tax Administrator

Mailing address.

Cynthia A Wallace
c/o Mary W. Goodwin
702 Sunset Ave
Clinton NC 28328

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

GLENN SPELL
Tax Administrator

Telephone 910/592-8146
910/592-8147

5832

SAMPSON COUNTY BOARD OF COMMISSIONERS
EAST ROWAN ROAD
CLINTON, NORTH CAROLINA 28328

Gentlemen:

Pursuant to North Carolina G.S. 105-381, I hereby demand refund and remission of taxes assessed and collected by Sampson County against the property owned by Carolyn F. Wiley in Kettle Coharie Township, Sampson County, for the year(s) and in the amount(s) of. 08-0102 440-04

YEAR	
<u>2013</u>	\$ <u>271.83</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>271.83</u>

These taxes were assessed through clerical error as follows.

Ms. Wiley deeded 2.08 ac to the Dept of Transportation which should have included the house. She was billed for 2013 with the house plus 1.00 ac home site and 1.42 ac crop when she should have been billed for 2.42 ac woodland and a 500 bldg.

County Tax	\$ <u>242.49</u>
School Tax	_____
Fire Tax (F19)	\$ <u>29.34</u>
City Tax	_____
TOTAL	\$ <u>271.83</u>

Yours very truly

Carolyn Wiley
Taxpayer

Social Security # _____

RECOMMEND APPROVAL:

[Signature]
Sampson County Tax Administrator

Mailing address.

P.O. Box 11617 Clinton N.C.
28329

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

GLENN SPELL
Tax Administrator

Telephone 910/592-8146
910/592-8147

5850

SAMPSON COUNTY BOARD OF COMMISSIONERS
EAST ROWAN ROAD
CLINTON, NORTH CAROLINA 28328

Gentlemen:

Pursuant to North Carolina G.S. 105-381, I hereby demand refund and remission of taxes assessed and collected by Sampson County against the property owned by Jamie Riner Pope in South Clinton Township, Sampson County, for the year(s) and in the amount(s) of.

YEAR

	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
TOTAL REFUND	\$	<u>200.77</u>

'013/Ford

Tract # 8212

Bill # 869563

AXX 9922 / X2 9965

Sold/ tag turned in

These taxes were assessed through clerical error as follows.

Gov	County Tax	<u>118.50</u>
Sul	School Tax	<u>21.89</u>
TU2	Fire Tax	<u>60.38</u>
	City Tax	
TOTAL \$		<u>200.77</u>

Yours very truly

Jamie Pope

* Taxpayer

* Social Security #

RECOMMEND APPROVAL:

Sampson County Tax Administrator

Mailing address.

Jamie Riner Pope

212 Deer Track Trail

Clinton, NC 28329

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

GLENN SPELL
Tax Administrator

Telephone 910/592-8146
910/592-8147

5863

SAMPSON COUNTY BOARD OF COMMISSIONERS
EAST ROWAN ROAD
CLINTON, NORTH CAROLINA 28328

Gentlemen:

Pursuant to North Carolina G.S. 105-381, I hereby demand refund and remission of taxes assessed and collected by Sampson County against the property owned by Janelle Bradshaw in Pine Grove Township, Sampson County, for the year(s) and in the amount(s) of.

YEAR	
<u>2013</u>	\$ <u>470.72</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>470.72</u>

These taxes were assessed through clerical error as follows.

118920
Parcel # 13-0118920-05
Exemption Granted

Q01	County Tax	<u>429.67</u>
	School Tax	_____
F17	Fire Tax	<u>41.05</u>
	City Tax	_____
	TOTAL \$	<u>470.72</u>

Yours very truly

Jane Bradshaw
Taxpayer

Social Security # _____

RECOMMEND APPROVAL:

Glenn Spell
Sampson County Tax Administrator

Mailing address.

Jane Bradshaw
8209 Faison Hwy
Faison, NC 28341

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

9/23/2013

FROM: SHERIFF JIMMY THORNTON

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

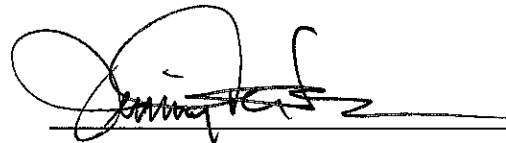
SUBJECT: Budget Amendment for fiscal year 2013-2014

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11243100 - 555000	Capital Outlay Other Equipment	27,965.00 \$39,033.01	
526200	Dept. Supplies	11,069.00	
<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11034310-402603	Federal Asset Funds	39,034.00 \$39,033.01	

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

See attached Authorize purchase of new weapons & trade-in of existing weapons.



(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

9/30, 2013



(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____

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

(County Manager & Budget Officer)



September 23, 2013

Memorandum

To: Ed Causey

From: Sheriff Jimmy Thornton

Subject: Special Appropriation-Seized Asset Funds

During the past budget cycles the Sheriff's Office has with-held equipment requests for the agency. We've been fortunate to have just recently received a one-time allotment of seized asset funding that could accommodate needed equipment and would save the Sampson County taxpayers money and most importantly purchase equipment that will enhance officer safety. The below requests were scheduled to be in the last budget amendment, but unfortunately some needed information was not available in time. These submitted items not only accommodate immediate needs but to also address future needs that would not have to be addressed in future budgets:

Item # 1

Description: Primary Duty Weapons	Amount: 27,965.00
Justification: Currently the majority of the primary duty weapons that are issued to deputies with the Sampson County Sheriff's Office were purchased during the FY02/03 budget process. These weapons have met the recommended life cycle of ten years for law enforcement firearms. The duty weapons are also in need of several recommended parts replacements per the manufactures' guidelines. The cost of parts replacement on our current firearms is estimated at \$84 per weapon. The purchase of a new firearm is estimated at \$200 each (after trade). In order to address safety with the current issued duty weapons and reduce the impact of future budget requests it is my request to use federal asset funds to replace all primary issued duty weapons.	

Item # 2

Description: Duty Holsters	Amount: 11,068.01
<p>Justification: Currently the majority of the primary duty holsters are in need of parts replacement and/or have safety concerns. The purchase of the new duty holsters will address safety/liability concerns and improve officer safety. In order to address the above mentioned concerns, I request the use of federal asset funds to purchase and replace the current duty holsters. This will also reduce the impact of future budget requests.</p>	

COUNTY OF SAMPSON

BUDGET AMENDMENT

MEMO:

September 23, 2013

FROM: Sampson County Health Department
 TO: Sampson County Board of Commissioners
 VIA: County Manager & Finance Officer
 SUBJECT: Budget Amendment for fiscal year 2013-2014

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

EXPENDITURE

CODE NUMBER	DESCRIPTION (Object of Expenditure)	INCREASE	DECREASE
12551550 512100	Salaries	6800.00	
12551550 518100	FICA	422.00	
12551550 518120	Medicare FICA	99.00	
12551550 518200	Retirement	459.00	
12551550 518901	401 K	173.00	
12551550 518300	Group Insurance	935.00	
12551550 518400	Dental Insurance	28.00	
12551550 531100	Travel	1084.00	

REVENUE

CODE NUMBER	SOURCE OF REVENUE	INCREASE	DECREASE
12535155 404000	State Assistance	10000.00	

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

To allocate CTGP (Community Transformation Grant Project) funds to promote healthy lifestyles.

Wanda Palmer

(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval

9/20

20 13

[Signature]
(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval

20

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

(County Manager & Budget Officer)

13-14-02

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

September 18, 2013

FROM: Sarah W. Bradshaw

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2013-2014

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
13554810-NEW	Duke Energy Merger Settlement Funds	24,360.00	

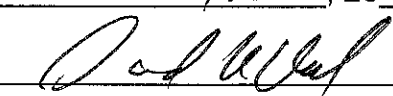
<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
13535480-NEW	Duke Energy Merger Settlement Funds	24,360.00	

2. **Reason(s) for the above request is/are as follows:** To record new funding from Duke Energy Progress awarded to Sampson County DSS from the Merger Settlement Fund as ordered by the North Carolina Utilities Commission.


(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

9/30, 2013

(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____

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

(County Manager & Budget Officer)



Duke Energy Progress
3401 Hillsborough Street
Raleigh, NC 27607

July 17, 2013

TO: North Carolina Division of Social Service Agencies

FROM: Cindy Givens/Leslie Ann Jackson

SUBJECT: 2013-2016 Duke Energy Progress North Carolina Merger Settlement Funds

As you are aware, pursuant to the Orders issued by the North Carolina Utilities Commission on June 29, 2013, Duke Energy Progress has committed to make a one-time contribution of \$5,429,195 contribution to agencies, such as yours, to exclusively provide assistance to Duke Energy Progress' low-income customers.

Duke Energy Progress is pleased to partner with the North Carolina Community Foundation for the disbursement of the funds and the administration of this program. Please note that all documents you are asked to complete will be returned to Leslie Ann Jackson at the North Carolina Community Foundation. Leslie Ann's email address is la.jackson@nccommunityfoundation.org.

Attached you will find the **Memorandum of Understanding** for the North Carolina Merger Settlement Funds. Please complete and return all pages to Leslie Ann Jackson at the North Carolina Community Foundation no later than **Friday, August 2, 2013**. Please remember that **no funds will be disbursed without a signed MOU returned to us.**

In addition to the MOU, you will find the annual summary report detailed by quarter regarding the distribution of funds. Your first report will be due no later than July 31st of each of the program years beginning in 2014. Also, a formatted spreadsheet is attached to allow you to track specific data related to the distribution of the merger settlement funds. This spreadsheet is for your records and will not be returned with the summary each year; however, all documents must be made available upon request.

Thank you for assisting Duke Energy Progress with the North Carolina Merger Settlement Funds. Should you have any questions, please contact Leslie Ann Jackson at la.jackson@nccommunityfoundation.org or Cindy Givens at 513.287.2316 or cindy.givens@duke-energy.com.

Best,

A handwritten signature in black ink that reads 'Cindy Givens'.

Cindy Givens

Attachments: Merger Settlement Funds Memorandum of Understanding
Quarterly/ Annual Summary of Spending
Quarterly Support Worksheet



**MEMORANDUM OF UNDERSTANDING FOR THE DISTRIBUTION OF
NORTH CAROLINA MERGER SETTLEMENT FUNDS FROM DUKE ENERGY
PROGRESS, INC TO DEPARTMENT OF SOCIAL SERVICE AGENCY**

This Memorandum of Understanding ("Memorandum") is entered into as of September 18, 2013 by and between Duke Energy Progress, Inc (hereinafter referred to as "Duke Energy Progress" or the "Company") and Sampson County Department of Social Services (hereinafter referred to as "Department of Social Service") Duke Energy Progress and Sampson County Department of Social Service are herein collectively referred to as "Parties" and individually as a "Party."

WHEREAS, the Parties share concerns for the Company's low-income customers who experience hardships brought about by increasing electric rates.

WHEREAS, pursuant to the Orders issued by the North Carolina Utilities Commission on June 29, 2012 in Docket Nos. E-7, Sub 986 and E-2, Sub 998 and on November 12, 2012, in Docket No. E-7, Sub 1017, Duke Energy Progress has committed to make a one-time contribution to agencies that provides energy assistance to low-income customers for uses such as those identified in Docket No. E-7, Sub 989.

WHEREAS, the Parties desire to form a collaborative partnership to assist with the energy costs of the Company's low-income customers.

WHEREAS, as a result of the foregoing, the Progress Energy Carolinas will:

1. Distribute a one-time **\$5,429,195** contribution ("North Carolina Merger Settlement Funds") to the North Carolina Community Foundation by June 29, 2013, using the allocation model of the number of Duke Energy Progress customers and unemployment rates in each county served, and which are to be used exclusively to provide assistance to the Company's North Carolina retail electric customers in managing their electricity consumption and paying their Duke Energy Progress electric bills; and
2. Reduce paperwork by providing a concise "Quarterly/Annual Summary of Spending for Distribution of North Carolina Merger Settlement Funds" form for use by the Department of Social Service agencies.

In recognition of the foregoing, the Department of Social Service agencies agree to participate in the distribution of the North Carolina Merger Settlement Funds, as follows:

- A. Utilize funds for the benefit of Duke Energy Progress' North Carolina low-income retail electric customers for:
- Electric bill payment assistance,
 - Duke Energy deposit and establishment of service assistance,
 - Energy equipment purchases (electric heating and cooling and other high energy use appliances such as refrigerators/freezers),
 - Simple weatherization projects (caulking and weather stripping), and
 - Budget counseling assistance for low-income customers of the Company through member agency guidelines and relationships.
 - Vendor payments (for electric energy equipment installation/repair),
 - Agency capacity and infrastructure (extending hours and staffing levels, computers, copiers, fax machines) necessary to support disbursement of these funds to continue existing or implement new programs, Educational materials (English and Spanish),
 - Electric energy equipment for member agencies (electric heating and cooling and other high energy use appliances such as refrigerators/freezers),

Of the uses listed above, priority will be given to delinquent bills, deposits, and hookups. No more than seven percent (7%) of the Merger Funds shall be used for agency capacity and infrastructure and/or electric energy equipment for member agencies.

- B. Disburse **\$73,078** of North Carolina Merger Settlement Funds between June 30, 2013, and June 30, 2016.
- C. Maintain accurate and detailed records of the distribution of the North Carolina Merger Settlement Funds, and make sure records are available for review by the Company for a minimum of four (4) years, following the agency's receipt of funds, up to seven (7) years.
- D. Provide the Company the right to review all records, at any time, pertaining to the distribution of such funds.
- E. With the period beginning June 30, 2013, on a quarterly basis and until the North Carolina Merger Settlement Funds are exhausted, or June 30, 2016, complete, retain and make available upon request, a "Quarterly/Annual Summary of Spending for North Carolina Merger Settlement Funds" form within thirty (30) days of the preceding quarter. The quarterly/annual summary form will state the total funds received, the number of North Carolina Duke Energy Progress customers assisted, and an itemization of the purpose of the funds disbursed (as identified in Item #1 above).
- F. On an annual basis and until the funds are exhausted, complete, retain and submit to the Company, a "Quarterly/Annual Summary of Spending for North Carolina Merger Settlement Funds" for the preceding year (July 1st through June 30th) by July 31st.

The Parties agree that this Memorandum is expressly contingent on the receipt of all regulatory approvals or waivers they deem necessary.

IN WITNESS WHEREOF, the Parties have reviewed and agree to the above guidelines of the Duke Energy Progress' North Carolina Merger Settlement Funds distribution program, and subscribe their names as of the day and year first written above:

Organization Name

Sampson County Department of Social Services

Address

PO Box 1105; Clinton, NC 28329

Telephone & Fax Number

(910) 592-7131

E-mail address for organization

Sarah.bradshaw@sampsondss.net

Printed Name and Title of Organization Official

Sarah W. Bradshaw, DSS Director

X 

Signature of Organization Official

9 / 18 / 2013

Date

Printed Name and Title of Duke Energy Progress Official

X

_____/_____/_____
Signature of Duke Energy Progress Official Date

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 6

Meeting Date: October 7, 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

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

- a. Friends of Sampson County Waterways Request for Support of Wildlife Access Ramp to be Included with NC 24 Project; Support Letters from Chamber of Commerce and Senator Brent Jackson



FRIENDS OF SAMPSON COUNTY WATERWAYS

P.O. BOX 171
CLINTON NC 28329

September 26, 2013

TO: Sampson County Board of Commissioners

FROM: Friends of Sampson County Waterways

RE: Wildlife Access Ramps

The Friends of Sampson County Waterways is a non-profit (501(c)(3)) organization dedicated to trying to preserve and maintain approximately 300-miles of traditional boating right of way in the waterways of Sampson County, including the Black River, South River, Six Runs Creek, Great Coharie Creek and Little Coharie Creek and all its tributaries for the benefit of paddlers, fishermen, hunters, and others who would enjoy this natural resource.

It has come to our attention that the NC DOT would consider including a Wildlife Access Ramp as part of the widening project on NC 24. This would be of great importance not only to the Friends of Sampson County waterways but to all citizens of the county and, indeed, could help promote tourism. Sampson County has a sixty mile stretch of water from the towns of Newton Grove to Ivanhoe, but there is only one boat ramp, which is located four miles from our southern county border.

The more interest expressed in having the Wildlife Access Ramp within the center of our Sampson County Waterways, the more likely this will be a part of the NC DOT project. Sampson County expectations regarding cost will be borne by the North Carolina Wildlife Resources Commission through the State gasoline tax on motor boat fuel(s), etc..., resulting in no cost to our county for construction and maintenance for the same.

We feel that with the full support of our Sampson County Board of Commissioners, this can become a reality.

If you should have any questions or need additional information, please contact the undersigned.

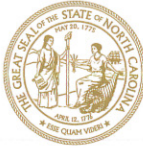
Thank you for your consideration

Respectfully yours,

Founder and first President FSCW: Ralph Hamilton

President FSCW: Tim Tromp

Vice President FSCW: Cebon Fussell



North Carolina General Assembly
Senate Chamber
State Legislative Building
Raleigh, NC 27601-2808

SENATOR BRENT JACKSON
10TH DISTRICT

September 26, 2013

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

Dear Mr. Causey,

I am writing in support of the proposal before the Sampson County Board of Commissioners to construct a public boat ramp and waterway access point on Great Coharie Creek, near its juncture with Highway 24 outside of Clinton.

After speaking with Mr. Ralph Hamilton of Friends of Sampson County Waterways, I am certain that this project will enhance the recreational and educational opportunities available to Sampson County residents. Currently, those who use the creek for kayaking, boating, fishing or other outdoor activities must drive to Ivanhoe to the nearest public boat ramp. The community would benefit from having another access point, closer to the county's main population hub. Furthermore, the proposed boat ramp would give Sampson Community College students in environmental science-related courses easy access to the creek for academic purposes.

It also bears mentioning that the upcoming construction on Highway 24 will provide an excellent opportunity to construct this new facility.

Thank you for considering this project and please feel free to contact my office if I can be of any further assistance on this matter.

Sincerely,

Brent Jackson
BJ/aw



CLINTON CHAMBER of SAMPSON COMMERCE

“Working Together for Total Community Development”

Dear Sampson County Commissioners,

The Clinton-Sampson Chamber of Commerce supports the potential Wildlife Access Ramp off Hwy 24 in Coharie Creek in Clinton, NC and would like to request the support from the County Commissioners.

I am sure many of you have had the opportunity to explore a portion of the over 300 miles of navigable waterways within Sampson County and understand the economic impact and future opportunity these waterways hold for our community. Although, an exact number of users are difficult to determine, it is estimated that thousands come to Sampson County each year to travel these waterways. While these visitors are here for the waterways, the residual effects within Sampson County are numerous in purchasing gas, supplies, food, and more.

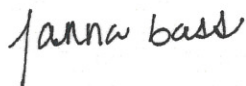
Vickie Crane, the Director of the Convention and Visitors Bureau states “Paddling sports (kayaking and canoeing) is a growing tourism niche and definitely a viable form of economic development. Paddle trails provide a fun and exciting way to get friends and families outdoors, connect communities to treasured landscapes and are an economic driver that benefits local businesses and our quality of life.” Crane continues, “A 2001 economic impact study showed that eastern North Carolina’s coastal plain water trail system produced more than \$1 million for the local economy, and showed that a visitor on a multi-day paddle trip will spend about \$88 per day in local communities on food, lodging, retail sales and recreation services. Sampson County has the natural resources to benefit economically from this popular activity and I hope the community will work together to further support and develop paddle trails.”

Knowing the economic impact and potential opportunity of these waterways, it is recognized that if Sampson County is able to gain another wildlife access ramp in Sampson County, just outside Clinton NC, in addition to the current wildlife access ramp in Ivanhoe, it could bring more tourists to use our waterways, impacting our local businesses in a positive way.

Again, the Clinton-Sampson Chamber of Commerce supports this opportunity for a Wildlife Access Ramp on Hwy 24 in Coharie Creek in Clinton. We ask that through the support of the County Commissioners, the County will make this request to NC DOT and the NC Wildlife Association. Due to the Hwy 24 project and current wetland mitigation taking place, this is the opportune time to make this request. The building or maintaining the wildlife access ramp will be state owned, the county will not be monetary responsible, however, Sampson County will benefit greatly from the additional revenue brought in from those using the waterways.

Again, we thank you in advance for your support and we look forward to the economic impact this additional Wildlife Access Ramp will have within Sampson County.

Thank you,



Janna C. Bass, Executive Director

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.