

SAMPSON COUNTY BOARD OF COMMISSIONERS MEETING AGENDA September 9, 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 Oak Hill Drive and South Oak Lane to 1 - 7 Secondary Roads System 8 - 12Tab 2 Planning & Zoning a. RZ-8-13-1 Request to Rezone 47.15 Acres along Autry Highway and Boren Brick Road from RA-Residential Agriculture to I-Industrial (advertised hearing, but withdrawn by applicant) b. TA-8-13-1 Request to Amend Section 9.3 of the Sampson County Zoning Ordinance in Regard to Signs Not Requiring a Permit **Tab 3** Reports & Recognitions 13 - 33 a. Presentation of Regional Transportation Locally Coordinated Plan **Tab 4** Action Items a. Public Hearing - Rural Operating Assistance Program Grant Funds 34 - 46(rescheduling requested) b. Public Hearing - Community Development Block Grant Funding for 47 - 48 **Economic Development Projects** c. Public Hearing - Proposed Appropriations and Expenditures for Economic Development Activities Related to Enviva Pellets Sampson, 49 - 50d. Amendment to Medicaid Transportation Contract with Enroute 51 - 53Transportation e. Sheriff's Department - Request to Utilize Seized Asset Funds and 54 - 64Substance Abuse Tax Funds f. Renewal of Leases for Solid Waste Container Sites at Ingold, Spivey's 65 - 77 Corner, Mt. Gilead and Harrells 78 **-** 83 g. Appointments Social Services Board Jury Commission • Workforce Development Commission

• Parks and Recreation Board

Economic Development Commission

Tab 5	Co	onsent Agenda	84
	a.	Adopt a resolution proclaiming September as Alcohol and Drug Recovery Month	85
	b.	Approve a request from the Health Department for an increase in laboratory fees	86
	c.	Approve the DSS Contract #3 Medical Transportation Services contract with Sampson Area Transportation (Specialized Contract) for dialysis patients	87 - 109
	d.	Approve requested revisions to the Sampson-Clinton Library Registration and Lending Policy	110 - 113
	e.	Approve the contract between Sampson County Health Department and Sampson County Schools for School Nursing Services	114 - 124
	f.	Approve Expo Center request to destroy rental contracts/lease agreements for 2006-2007 and 2007-2008; to destroy paid invoice files 2006-2007, 2007-2008; to destroy Centerstage invoices and document files 2006-2007 and 2007-2008	125
	g.	Approve disabled veterans tax exclusion applications from Thomas George Hayes, Sheryl Ann Jackson, and Paul M. Thurston	126 - 128
	h.	Approve tax refunds	129 - 154
	i.	Approve budget amendments	155 - 167
Tab 6	Во	ard Information	168 - 169
	a.	2012 Child Fatality Prevention Team Report	170 - 173
	b.	Draft Animal Control Ordinance (provided as separate document)	
	c.	Draft Ordinance to Prohibit Smoking and Use of Tobacco Products in County Buildings and Vehicles	174 - 177
	Co	ounty Manager Reports	
Tab 7	Pu	blic Comment Period (See policies and procedures in agenda.)	178
	Cl	osed Session [GS 143-318.11(a)(4) - Location of Industry]	
	Ac	ljournment	

SAMPSON COUNTY BOARD OF COMMISSIONERS

ITEM ABSTRACT		ITEM NO.	1 (b)	
Meeting Date: Septembe	er 9, 2013	Information Only Report/Presentation Action Item Consent Agenda	Public Comment Closed Session Planning/Zoning Water District Issue	
SUBJECT:		uest for Addition of Oak Hill Dri Roads System	ve and South Oak Lane	
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 Resolution	of Transportation memo; NCDO	T Petition Form; Maps;	
BACKGROUND:	The Department of Transportation has provided the Board with a proposed resolution for consideration. The resolution requests that the Department add Oak Hill Drive and South Oak Lane to the State secondary road system. The District Office has competed 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:		ution requesting addition of Oak the State secondary roads system		

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

North Carolina	
County of Sampson	
Road Description The Oaks Subdivision- Oak Hill D	rive, South Oak Lane
WHEREAS, the attached petition has been filed with the of <u>Sampson</u> requesting that the above described roared on the attached map, be added to the Secondary Roared on the attached map, be added to the Secondary Roared on the attached map, be added to the Secondary Roared on the attached map, be added to the Secondary Roared on the attached map, be added to the Secondary Roared on the attached map, be added to the Secondary Roared on the attached map, be added to the Secondary Roared on the attached map, be added to the Secondary Roared on the attached map, be added to the Secondary Roared on the attached map, be added to the Secondary Roared on the attached map, be added to the Secondary Roared on the attached map, be added to the Secondary Roared on the attached map, be added to the Secondary Roared on the attached map, be added to the Secondary Roared on the attached map, be added to the Secondary Roared on the attached map, and the secondary Roared on the secondary Roared	d, the location of which has been indicated in
WHEREAS, the Board of County Commissioners is of the be added to the Secondary Road System, if the road mee established by the Division of Highways of the Department the System.	ets minimum standards and criteria
NOW, THEREFORE, be it resolved by the Board of Cour Sampson that the Division of Highways is hereby red and to take over the road for maintenance if it meets esta	quested to review the above described road,
CERTIFICATE	
The foregoing resolution was duly adopted by the Bo	•
WITNESS my hand and official seal this the day o	f, 20
Official Seal	Clerk, Board of Commissioners County of
Official Seal	

PLEASE NOTE:

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



STATE OF NORTH CAROLINA DEPARTMENT OF TRANSPORTATION



PATRICK L. MCCRORY
GOVERNOR

ANTHONY J. TATA SECRETARY

August 22, 2013

DIVISION 3, DISTRICT 2
Duplin /Sampson County

Dear Ms. Holder:

This office has completed the investigation of Oak Hill Drive and South Oak Lane in The Oaks Subdivision located off of US421(Spivey's Corner Hwy) 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

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REB/reb

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

PETITION FOR ROAD ADDITION FORM SR-1 REVISED 1-99

· · · · · · · · · · · · · · · · · · ·	
ounty: SAMPSON	Road Name: SEE BACK (Please list additional street names and lengths on the back of this for
abdivision Name: THE OAKS	Length (miles): O. 41
umber of occupied homes having street frontage:	<u></u>
ocation: 0.5 miles SEW of the intersecti	
(Circle one)	(SR, NC or US)
e, the undersigned, being property owners and/or develope	r of THE OAKS SUBDIVISION
County, do he	ereby request the Division of Highways to add the above described roa
ONTACT PERSON: Name and Address of First Petitioner	r. (Please Print)
ame: James R-WILLIAM	
reet Address: 2980 Hunthey:	
	. 28382
	OPERTY OWNERS
	NG ADDRESS TELEPHONE

INSTRUCTIONS		

- 1. Complete Information Section
- 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.
- 5. Submit to District Engineer's Office.

Form SR-I

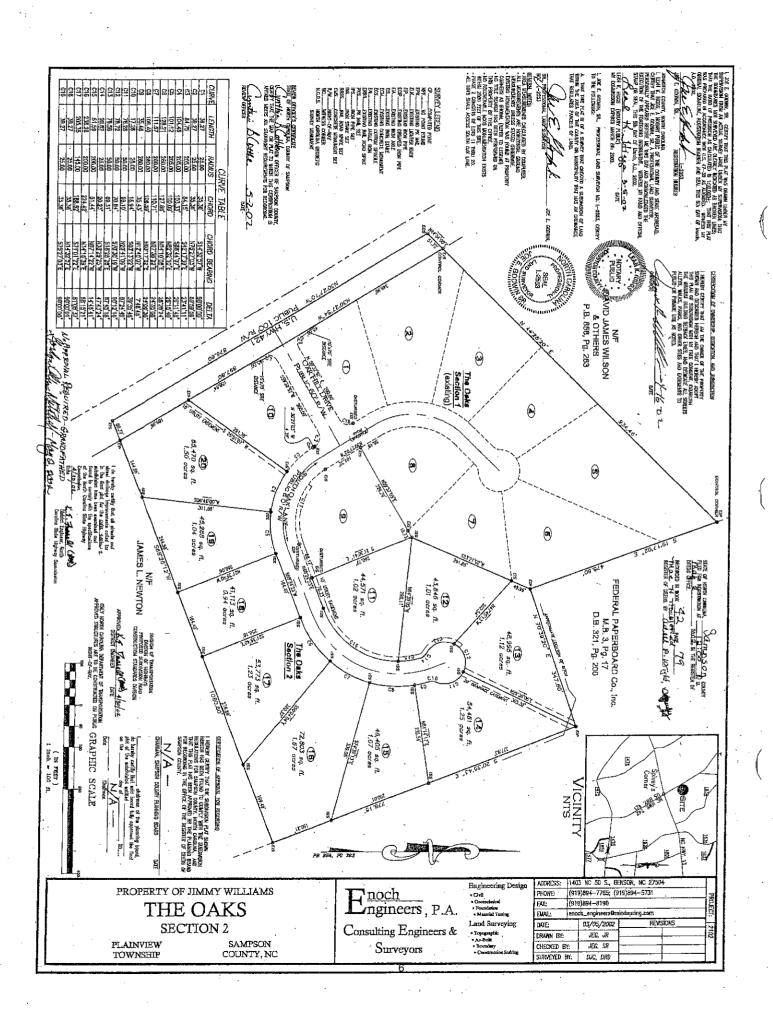
FOR NCDOT USE Rural Road	ONLY: Please check the appropriate block Subdivision established prior to October 1, 1975	Subdivision established after October 1, 1975	

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-or-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.

ROAD NAME	HOMES	<u>LENGTH</u>	ROAD NAME	HOMES	LENGTH
OAK HILL	DR. 2	0.06 300′		······································	
SOUTH OAL	•	0.35 1365	3 H 6 H		
•					



SAMPSON COUNTY NORTH CAROLINA PREPARED BY THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS-PLANNING AND RESEARCH BRANCH IN COOPERATION WITH THE - U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION SCALE C 1816 Z 1441 EALCON POP.33P

CUMBERLAND CO. 339 SAMPSON CO. D

SAMPSON COUNTY BOARD OF COMMISSIONERS

ITEM ABSTRACT	<u>ITEM NO.</u> 2			
Meeting Date: September	Information Only x Public Comment Report/Presentation Closed Session x Action Item x Planning/Zoning Consent Agenda 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:	<u>RZ-8-13-1</u> Planning staff have advised that the applicant has withdrawn their application to rezone 47.15 acres along Autry Highway and Boren Brick Road from RA-Residential Agriculture to I-Industrial. All adjacent property owners have been notified with regard to the withdrawal; no action is requested at this time.			
	<u>TA-8-13-1</u> Planning staff will review a request to amend Section 9.3 of the Sampson County Zoning Ordinance in regard to signs not requiring a permit. The Planning Board has unanimously recommended approval of the text amendment regarding bulletin boards for schools, public buildings and churches.			
RECOMMENDED ACTION OR MOTION:	Motion to approve <u>TA-8-13-1</u> 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: August 19, 2013 Sampson County Planning and Zoning Board Meeting -

County Board of Commissioners September 9, 2013 Agenda Item

Date: August 28, 2013

The following requests were addressed by the Planning and Zoning Board at their August 19, 2013 meeting:

<u>RZ-8-13-1</u> - A rezoning request by Barnhill Contracting Company to rezone approximately 47.15 acres located along Autry Highway and Boren Brick Road from RA-Residential Agriculture to I-Industrial has been withdrawn by the applicant.

<u>TA-8-13-1</u> – A text amendment by planning staff to amend section 9.3 of the Sampson County Zoning Ordinance in regard to Signs Not Requiring A Permit was unanimously recommended by the Planning Board as follows:

Existing:

9.3 E. Bulletin Board. One bulletin board for each school or other public building and for each church, synagogue or place of worship, provided that it be located on the same premises and shall not exceed fifty (50) square feet, such bulletin board may be free standing or attached. In residential districts, illumination of bulletin boards shall be white, non-flashing lights.

Proposed:

9.3 E. Bulletin Board. One bulletin board for each school or other public building and for each church, synagogue or place of worship, provided that it be located on the same premises and that it shall not exceed fifty (50) square feet, such bulletin board may be free standing or attached. In residential districts, illumination of bulletin boards shall be white, non-flashing lights.

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
August 19, 2013

Members Present
Billy Cottle
Sherri Smith
Debra Bass
Scott Brown
Gary Mac Herring
Angela Marco
Clayton Hollingsworth

Members Absent

Minutes Approved

Upon a motion by Billy Cottle and seconded by Deborah Bass, the minutes of the July 15, 2013 meeting were unanimously approved as presented.

<u>V-8-13-1</u>

A variance request by Max & Gina Autry at 1851 Odom Road from Sections 5.1 and 5.5 of the Sampson County Zoning Ordinance with regard to extension of a non-conforming use. (See attached site plan)

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

- 1. Max Autry has signed the variance application as the owner of the property under consideration.
- 2. The property is currently zoned RA-Residential Agriculture. (See attached location map)
- 3. The lot is approximately 0.46 acres (20,037 sq. ft.) as shown by the Sampson County Tax Office.
- 4. The applicant is proposing a 24 x 28 foot bedroom addition and a 12 x 24 rear deck addition to the rear of the existing residence. There will also be an 8 x 12 foot room addition to the side of the existing residence that will connect the existing garage. The applicant is proposing to enclose an existing 10 x 28 foot screened in porch to create living space. The existing residence does not currently meet the minimum 50 foot front setback required in an RA- Residential Agriculture district. (See Section 3.3.1 of the Sampson County Zoning Ordinance)
- 5. The proposed additions would meet all front, side and rear setbacks.
- 6. The property under consideration has been posted.

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

Ayes: Unanimous

RZ-8-13-1

A rezoning request by Barnhill Contracting Company to rezone approximately 47.15 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. Barnhill Contracting has signed the rezoning application as the applicants of the property under consideration.
- 2. This rezoning will include approximately 47.15 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.

Phil Haste of 68 Green Acres Lane, Roseboro, Dorcas Fisher of 4899 Autryville Road, Roseboro, Carl Riddles of 2039 Pleasant Union Road and Leslie, Audrey and Thomas Tannahill of Autry Highway, Roseboro spoke in opposition of the rezoning request.

Clayton Hollingsworth made a motion to table the request and continue the request to the September Planning Board meeting. That motion was seconded by Sherri Smith. After a vote of 2 in favor and 5 opposed, the motion to table the request was denied.

<u>DECISION</u>. Angela Marco made a motion to recommend denial of this request as presented, the motion was seconded by Debra Bass and by a vote of 5 in favor and 2 opposed, the request was recommended for denial.

Ayes: Angela Marco, Deborah Bass, Gary Mac Herring, Billy Cottle, Scott Brown

Nays: Clayton Hollingsworth, Sherri Smith

TA-8-13-1

A text amendment by planning staff to amend section 9.3 of the Sampson County Zoning Ordinance in regard to Signs Not Requiring A Permit.

Existing:

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Proposed:

9.3.E. Bulletin Board. One bulletin board for each school or other public building and for each church, synagogue or place of worship, provided that it be located on the same premises and that it shall not exceed fifty (50) square feet, such bulletin board may be free standing or attached. In residential districts, illumination of bulletin boards shall be white, non-flashing lights.

DECISION. Sherri Smith made a motion to recommend Section 9.3 of the Sampson County Zoning Ordinance be amended as presented, seconded by Billy Cottle, and unanimously recommended by the Board.

Ayes: Unanimous

There being no further business, the mo	eeting was adjourned at 7:51p.m
Chairman	_
Secretary	_

SAMPSON COUNTY BOARD OF COMMISSIONERS

ITEM ABSTRACT	<u>ITEM NO.</u> 3 (a)
Meeting Date: September 9	Information Only Public Comment
SUBJECT:	Presentation of Regional Transportation Locally Coordinated Transportation Plan
DEPARTMENT:	Sampson Area Transportation
PUBLIC HEARING:	No
CONTACT PERSON:	Joel Strickland, Mid Carolina RPO Transportation Coordinator
PURPOSE:	To hear a presentation on the locally coordinated transportation plan developed from stakeholder workshops
ATTACHMENTS:	Locally Coordinated Human Services Transportation Plan
BACKGROUND:	Because Sampson Area Transportation, our community transportation system, receives federal and state transportation funds, we periodically participate in the development of a locally coordinated transportation plan. The Mid-Carolina Rural Transportation Planning Organization, in coordination with the NCDOT, facilitated the regional effort to identify specific mobility needs of the various target populations and to better understand the need for special transportation services in the county. On Monday, April 29, 2013, a local workshop was held to bring together local transportation providers, agencies, customers and other stakeholders and to provide the opportunity for participation and involvement and to facilitate an exchange of ideas to be used during the planning of future transit needs of the county. As a part of the workshops, each attendee was asked to complete a survey to better understand the needs of the county. The workshop included a time of group discussion and sharing on what additional needs that the group felt were unmet in their respective county. The needs were then recorded along with potential strategies for satisfying the needs. The findings were used to develop the locally coordinated plan, which will be presented by Mr. Joel Strickland.

ACTION OR MOTION:

RECOMMENDED

No action required



Locally Coordinated Human Service Transportation Plan



TABLE OF CONTENTS

I. Background	.3
II. Survey	.5
III. Bladen County	.7
IV. Cumberland County	.18
V. Harnett County	32
VI. Sampson County	.43
VII. Appendix – Glossary	.55

I. Background

Public Transportation in North Carolina

The provision of public transportation in the State of North Carolina began with the establishment of the Mass Transit Division of the Department of Transportation in 1974. The Division's mission was to "foster the development of intercity, intracity and rural public transportation in the state and administer federal and state transit grant programs." In 1979 the Mass Transit Division's name was changed to the Public Transportation Division, which currently administers nearly \$30 million in transit funding each year to more than 120 public transportation systems across the State.

There are four principal types of public transportation options offered in the State of North Carolina. They are: Human Service Transportation, Community Transportation, Urban Transit, and Regional Transit. Other transportation service options include Intercity Bus Services, Van/Car Pools, Amtrak Train Services and State-owned intercity passenger trains and State-operated passenger ferries.²

- Human Service Transportation Systems work with local human service agencies to transport clients for medical, educational, employment, or recreational needs. Eligible riders must be referred by a human service agency.
- Community Transportation Systems also provide transportation for human service clients, but due to federal funding regulations, must also offer services to the general public as well. Transportation types include; subscription rides, dial-a-ride and deviated fixed route services. Seventy-eight community transportation systems are operated in North Carolina.
- <u>Urban Transit Systems</u> in the State typically provides fixed route and dial-a-ride transportation services to the general public. These services must meet ADA requirements and sometimes include a van-pool service. The State supports 17 urban transit systems, four of which either have or is in the process of consolidating their urban and rural transportation systems.
- Regional Transit Systems are less common in the State. These operations offer fixed-route bus
 systems, commuter services and connect to surrounding counties and other transit systems. They
 also receive dedicated funding from sales and rental car taxes.

North Carolina's public transportation systems receive funding from Federal, State and local (match and fares) sources. The most prominent rural public transportation grants include the Federal TEA-21 Section 5310 and Section 5311 programs, which are incorporated into the NC Community Transportation Program (CTP), the Rural Operating Assistance Program (ROAP), and the Rural Capital Program. Federal and State funding sources are used to subsidize public transportation services.³

Call for Projects

Beginning in 2009, the Public Transportation Division of the North Carolina Department of Transportation solicited applications for US Department of Transportation Federal Transit Administration funds and state funds available through Section 5310, 5316, and 5317. All projects funded under the three programs have to be derived from a locally developed coordinated public transit-human service transportation planning process and included in an approved plan. Applicants must execute federal and state certifications and assurances, and successful applicants will enter into contract with the department to implement the project. With the changes in the new Map-21 Legislation, Section 5316 will be consolidated into Section 5311 and Section 5317 will be consolidated into 5310.

Federal Section 5310 – Elderly and Disabled Persons Program

¹ NC DOT Transitnet: http://www.ncdot.org/transit/transitnet/PublicInfo/AboutUs.html

² Regionalizing Public Transportation Services, Project 2002-11, NC DOT October 2002

³ Regionalizing Public Transportation Services, Project 2002-11, NC DOT October 2002

The objective of these funds is to provide transportation services that meet the special needs of elderly persons and persons with disabilities for whom mass transportation services are unavailable, insufficient or inappropriate. Special efforts shall be made in the planning and design of transportation facilities and services to assure elderly persons and persons with disabilities the availability of transportation that they can effectively utilize. The Public Transportation Division, through the Section 5310 Program, provides grants to nonprofit corporations and associations and public bodies approved by the state to coordinate services for elderly persons and persons with disabilities, or public bodies that certify to the Governor that no nonprofit corporation or association is readily available in an area to provide the service.

Funds are available for the purchase of vehicles and related capital equipment and for operating expenses.

• Federal Section 5316 – Job Access and Reverse Commute (JARC) Program

The purpose of the JARC grant program is to assist in developing new or expanded transportation services such as shuttles, vanpools, guaranteed rides home or connector/feeder services that connect employees to jobs and other employee-related services. Job Access projects are targeted at developing new or expanded transportation services for welfare recipients and/or low-income persons. Reverse commute projects can provide transportation services to suburban or rural employment locations for all populations.

Funds are available for capital, planning and operating expenses that support the development and maintenance of transportation services designed to meet the intent of the program.

• Federal Section 5317 – New Freedom Program

The purpose of this program is to encourage services and facility improvements to address the transportation needs of persons with disabilities to go beyond those required by the Americans with Disabilities Act (ADA). New Freedom grants are intended to provide additional tools to overcome existing barriers facing persons with disabilities who are seeking integration into the work force and full participation in society. For the purpose of the New Freedom Program, "new" service is any service or activity that was not operational on August 10, 2005, and did not have an identified funding source as of August 10, 2005.

Funds are available to support the capital and operating costs of new public transportation service targeted toward people with disabilities or public transportation alternatives that go beyond those required by the ADA.

Plan Approach

Individual workshops to solicit input on Human Service Transportation needs were held in each of the four Mid-Carolina RPO counties in 2013. Letters and emails were sent out to interested parties announcing the workshops and advertisements were also placed in each county's local newspaper to encourage public participation.

As a part of the workshops, each attendee was asked to complete the attached survey to better understand the needs of each county. The survey is shown in Section II of this document.

Furthermore, each workshop included a time of group discussion and sharing on what additional needs that the group felt were unmet in their respective county. The needs were then recorded for everyone to see and the opportunity for each individual to vote on the most important needs was given. From there, the group discussed potential strategies for satisfying the needs that they decided upon.

This document is separated by counties. For each county, you will first see the Workshop Advertisement that was included in the local newspapers. After that is the summary of that counties' workshop to include the attendance, ranking of needs, strategies, and the survey results. After that is a brief description of the most up-to-date public transportation services which that county currently provides, which has been updated to reflect 2012-2013 information.

II. Survey

The following survey was distributed to all workshop participants in each county.

Coordinated Human Services Public Transportation Planning A survey of community transportation needs

The Mid-Carolina Rural Transportation Planning Organization in coordination with the NCDOT has begun the effort to identify specific mobility needs of the various target populations and to better understand the need for special transportation services in the county. We intend to discuss how those needs are currently met or unmet and identify opportunities for improvement, along with assessing the capacity of human service agencies to coordinate transportation services. The goal of this workshop is to bring together local transportation providers, agencies, customers and other stakeholders and provide the opportunity for participation & involvement and to facilitate an exchange of ideas to be used during the planning of future transit needs of the county.

In order to quickly prioritize the transportation issues that need to be addressed in your community – a common list of problems has been assembled from other 'plans' developed throughout the country. Please mark all those that apply to your experience.

Prioritize each survey statement in accordance to level of importance using the following rankings:

4 – High Importance 2 – Low Importance 3 – Medium Importance 1 – No Importance

SERVICE RELATED

There is not enough public transportation service available.
There needs to be extended service hours
There needs to be extended weekend and night service
There needs to be extended service focusing on employment type trips
There is a need to increase service to fill gaps in underserved areas
There is a need for coordination between transportation providers to provide
cross-county trips
There is a need for coordination between transportation providers to provide
inter-county trips
There is a need for a public transportation service to focus specifically on
providing employment trips
There is a need for a public transportation service to focus specifically on
providing shopping and recreation trips
Too much advance planning is required in order to get transportation
There is a need for increased/improved door to door service for the elderly and
disabled population

EDUCATION & MARKETING/CUSTOMER SERVICE

There is a need for education on available services, programs and eligibility
requirements
There are communication issues i.e. language barriers, non existent web-site or difficult to find/use, inconsistent information provided
There needs to be advertising of the various services to the elderly, low income, and general public
There is a need to market/increase participation on the Transportation Advisory Board (TAB)

18

AGENCY RELATED

There is a need for sustained support for coordinated transportation planning among elected officials, agency administrators, transportation providers and other community leaders
Service providers need to be more "consumer friendly"
There is a need for users to have the option to make reservations for service after business hours
Agency staffing is too small to handle the number and complexity of issues that arise

Below you may add any additional comments or problems and list any know locations/agencies/times or places the problems occur.	
ocations/agencies/	times of places the problems occur.
What do you hope the	Coordinated Human Service Transportation Plan will produce?
Name of your human	service agency or advocacy group (if applicable):
Name of person compl	leting form
Felephone	Email

PUBLIC WORKSHOP TO DISCUSS AND IDENTIFY

PUBLIC TRANSPORTATION NEEDS IN SAMPSON COUNTY

The public is invited to attend a <u>Sampson County workshop to address transportation</u> <u>needs</u> for the transportation disadvantaged. This workshop will help identify the specific transportation needs for individuals with disabilities, older adults and persons with low incomes in order to improve the coordination of transportation services and increase the efficient use of public resources. The findings will be developed into a "Locally Coordinated Human Services Transportation Plan" for the four counties in the Mid-Carolina Transportation Planning Organization area (Bladen, Cumberland, Harnett and Sampson Counties).

DATE: Monday, April 29, 2013

TIME: 9:00 a.m.

PLACE: Sampson County Health Department

360 County Complex Road

Clinton, NC

This workshop is being hosted by the Mid-Carolina Rural Transportation Planning Organization, in cooperation with the Sampson County Department of Aging, and the North Carolina Department of Transportation Public Transportation Division.

For additional information, contact Joel Strickland at the Mid-Carolina Council of Governments at jstrickland@mccog.org or (910) 323-4191 extension 34.

SAMPSON COUNTY WORKSHOP ATTENDANCE

Jonathan Allen, Clinton Parks and Recreation

Linda Armwood, Sampson County Department of Aging

Ken Baker, NCDOT Public Transportation

Todd Daughty, Sampson Area Transportation

Marie Faircloth, Sampson County Department of Aging

Linda Greene, Sampson County Department of Social Services

Youlanda Hall, CCAP Aspire

Barbara Leach, TCSC Inc.

Cheryl Norris, Sampson County Health Department

Becky Oates, U Care, Inc.

Lin Reynolds, NCDOT Division 3

Patrick Riddle, NCDOT Division 3

Raquel Rosario, CCAP Aspire

Mary Rose, Sampson County-Clinton Planning Department

Rhonda Smith, Sampson County Department of Aging

Lorie Sutton, Sampson County Department of Aging

SAMPSON COUNTY HUMAN SERVICE TRANSPORTATION NEEDS

The priority levels below are based on the amount of votes each need received at the workshop. The vote total is listed beside need in parenthesis.

High Priority Needs:

Services after 5 pm and weekends for shopping, employment, dialysis and medical trips (11)

System expansion; more vehicles (9)

Serving limited service areas in North and Northwestern Sampson County (8)

More resources for kidney dialysis patients (6)

Medium Priority Needs:

Weekend service (4)

Outreach to the public, specifically Hispanics and the Elderly (4)

Increased Veteran awareness of out-of-county medical services (4)

Volunteer coordinators needed (3)

More flexibility with senior services (3)

Low Priority Needs:

Business assistance in outreach and cost sharing (2)

ADA/Paratransit assistants (2)

Better coordination between transportation providers and medical services (1)

Staffing to assist Hispanic populations (1)

Education to service providers regarding diverse cultures that may need service (1)

Coordination of services with Harnett County (0)

SAMPSON COUNTY HUMAN SERVICE TRANSPORTATION POTENTIAL STRATEGIES OF IMPROVEMENT

- 1. Have a volunteer or staff person make reminder calls for appointments
- 2. Use 5310 funds to hire an additional ADA/Paratransit staff person
- 3. Market directly to eligible clients near existing routes
- 4. Increased marketing tools and items
- 5. Work with private providers to extend service past SATs operating hours
- 6. CTSP Plan to expand service to North and Northwestern Sampson County

SAMPSON COUNTY HUMAN SERVICE TRANSPORTATION SURVEY RESULTS

A total of fourteen (14) persons participated in the survey. The score for each survey topic is listed to the right of the topic in red. The highest score possible was 56.

Service Related:

There is not enough public transportation service available (53)

There needs to be extended service hours (50)

There needs to be extended weekend and night service (46)

There needs to be extended serviced focusing on employment type trips (43)

There is a need to increase service to fill gaps in underserved area (51)

There is a need for coordination between transportation providers to provide cross-county trips (46)

There is a need for coordination between transportation providers to provide inter-county trips (49)

There is a need for a public transportation service to focus specifically on providing employment trips (41)

There is a need for a public transportation service to focus specifically on providing shopping and recreation trips (35)

Too much advance planning is required in order to get transportation (31)

There is a need for increased/improved door to door service for the elderly and disabled

population (49)

Education & Marketing/Customer Service:

There is a need for education on available services, programs and eligibility requirements (42) There are communication issues I.e. language barriers, non existent web-site or difficult

to find/use, inconsistent information provided (48)

There needs to be advertising of the various services to the elderly, low income and general public (45) There is a need to market/increase participation on the Transportation Advisory Board (TAB) (43)

Agency Related:

There is a need for sustained support for coordinated transportation planning among elected officials, agency administrators, transportation providers and other community leaders (50)

Service providers need to be more "consumer friendly" (41)

There is a need for users to have the option to make reservations for service after business hours (39)

Agency staffing is too small to handle the number and complexity of issues that arise (48)

Other Comments:

• I worked with the Service Center in the county. I see many needs for transportation in the rural areas. I would like to see transportation provided or extended all over the county. The needs are there. It would be great to have a "floating" driver that could be available to pick up and transport as needed overnight and extended day trips, educational or recreation would be a plus – at the Garland Center we have a van housed there, but its only 4 hours per day – a driver on hand could take care of this issue.

22

• There are issues in providing transportation to the extreme northern end of the County. Transportation is not being provided to all senior / nutrition sites throughout the county. Seniors would like to take long distance trips; some possibly overnight but can't do so due to restrictions in place. People are not added

on during the course of the day due to the inability to provide additional routes or the shortage of drivers/vans to accomplish other needs. I feel their needs to be a floater employee for each end of the county to take care of emergency needs or provide services that other providers can't fulfill.

- Funding need for everything. Established pick up and take home times.
- Northern part of county is hard to serve no established routes. Funding a problem. Kidney dialysis is a huge need takes a lot of staff, funding and time.
- There is a need for elderly/disabled populations to be transported to out of county emergency medical needs.

Desired Results from the Plan:

- A wide and open eye for all areas of the county Seniors, persons with severe disabilities, low income is my passion
- I hope that it will produce transportation capabilities to cover the entire county, not part of it. I would like to see extended service hours & some weekend support systems in place.
- Increasing trips to the northern part of county; helping those who need it most.
- A better coordination b/w city, & community groups & county in regards to meeting transportation needs.
- More funding to allow SAT to cover the unmet needs in Sampson County.
- More consistent services for our disabled & elderly population in Sampson
 County. We need to focus on chronic needs of individuals living at the furthest
 points in our county. In example a person living in Newton Grove should be
 able to receive a ride to dialysis just as a person living in the city of Clinton.
- To help establish a uniform plan that helps meet the gaps in the elderly/disabled transportation needs, also to help with employment/training transportation needs for low income families that do not have transportation.
- I hope that the transportation system will run every hour on the hour for people to be able to get around and have stable/reliable transportation to work, appointments and for personal trips.
- I hope that the final product will be reliable transportation system that will accommodate the needs of the community.
- More transportation services for Sampson County. After hours transportation (after 5PM)
- The needed transportation services for county residence that are in need and depend on this service.

23

Current Sampson County System

Sampson Area Transportation

Routes are \$2.00 with an additional \$1.00 per extra stop unless otherwise noted. One child can ride with a paying adult and caretakers/personal assistants can also ride for free with a paying rider.

SUBSCRIPTION ROUTES

Dialys	Dialysis Routes		
5 days	5 days a week – Monday through Friday		
Operating Hours: 9 a.m. to 4 p.m.			
FARE	ROUTE NAME & DESCRIPTION		
\$2.00	Routes 71,72,73,74,75,76,77,78,79,80,81,82,83,84,85,86,87,88		

Nutrit	Nutrition Routes		
4 to 5 d	ays a week		
Operati	ng Hours: 8 a.m. to 12 p.m.		
FARE	ROUTE NAME & DESCRIPTION		
*	Route 202, 203 & 221 - Garland		
*	Route 200,201 & 222 – Clement		
*	Route 208, 209 &223 – Westbrook		
*	Route 206, 207 & 225 – Roseboro		
*	Route 210 & 211 – Harrells		
*	Route 204, 205 & 227 – Clinton		
*	Route 212 & 213 – Coharie Intra Tribal Area		

^{*}Route fares are based on the percentage of income per rider.

Menta	Mental Health Routes		
5 days a	5 days a week - Monday thru Friday		
Operati	Operating Hours: 6:30 a.m. to 4 p.m.		
FARE	ROUTE NAME & DESCRIPTION		
\$2.00	Route 5002, 5003, 5004, 5005, 5006, 5007, 5008, 5009 (Opportunities		
\$2.00	Unlimited)		
\$2.00	Route 5010, 5011 & 5020 – Mayflower House		

Adult Day Health Care Routes		
5 days	5 days a week - Monday thru Friday	
Operating Hours: 8 a.m. to 3 p.m.		
FARE	ROUTE NAME & DESCRIPTION	
\$2.00	Route 51, 52, 53, 54, 55 & 56 (Serves Adult Day Health Care Clients)	
\$2.00	Route 5010, 5011 & 5020 – Mayflower House	

24

Dial & Ride Routes

25

For use by the General Public, 5 days a week

Services generally provided between the hours of 9 a.m. and 1 p.m.

Fleet Description (Types of Vehicles, Capacity and Special Accessories):

The County's fleet includes:

- One (1) 22 foot Light Transit Vehicle with Wheelchair Lift
- Three (3) 20 foot Light Transit Vehicles with Wheelchair Lifts
- Three (3) Lift Equipped Vans
- Two (2) Conversion Vans (no lifts)
- One (1) Mini-Van (no lift)
- Three (3) Center-Aisle Vans (no lifts)

Overall Hours of Operation: 5:00 a.m. to 5:00 p.m. Monday through Friday

Contact Information:

Sampson Area Transportation (SAT) 311 County Complex Road Clinton, NC 28328 Tel. (910) 299-0127; fax (910) 299-0973 Email – satcoord@intrstar.net

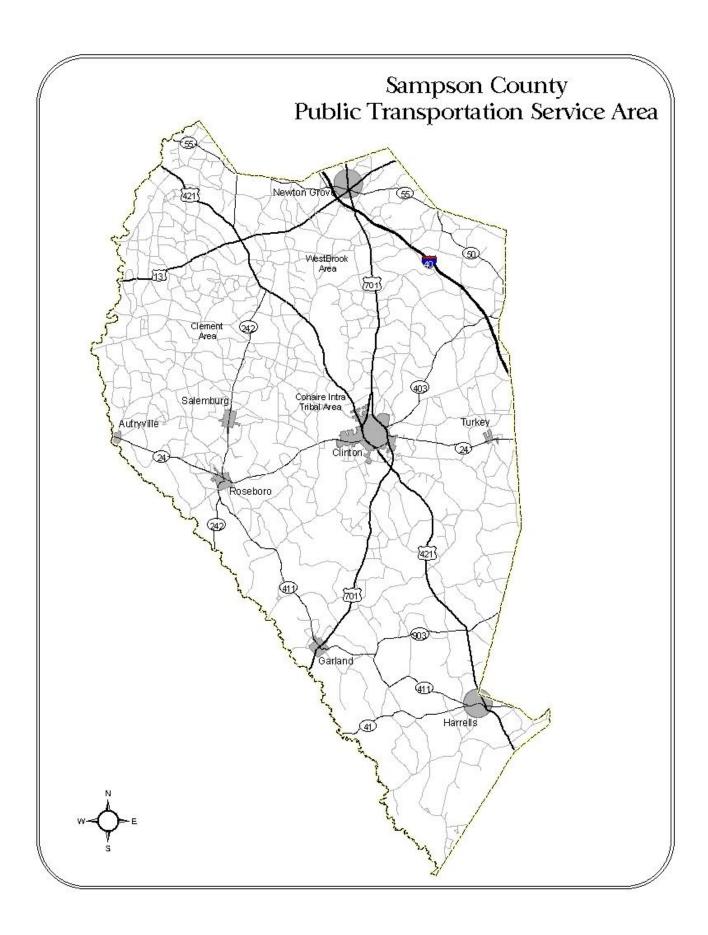
2010 Census Characteristics:

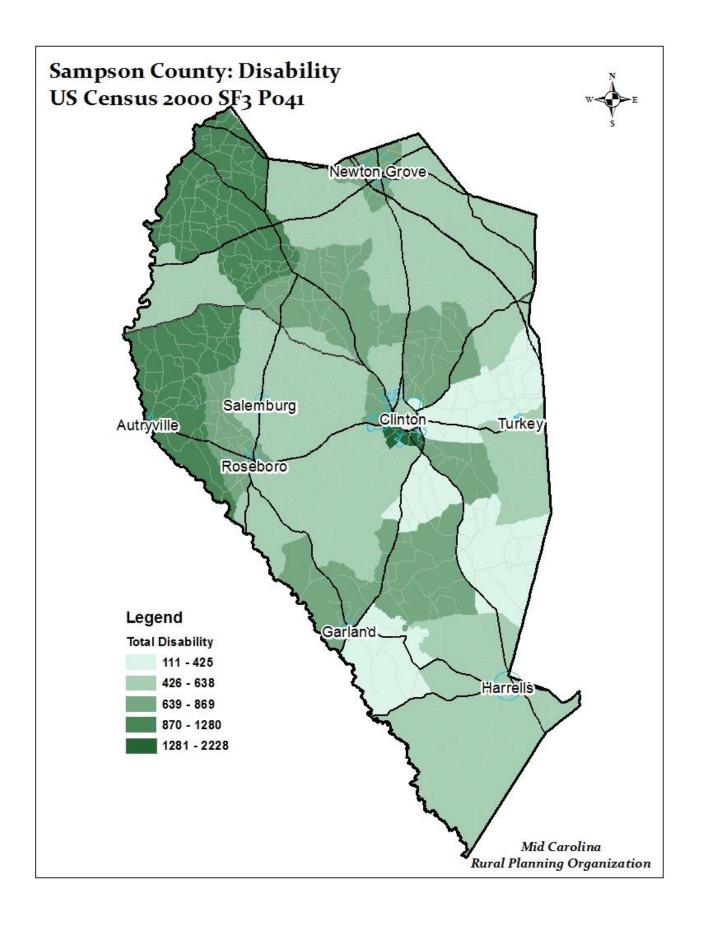
Population: 63,431

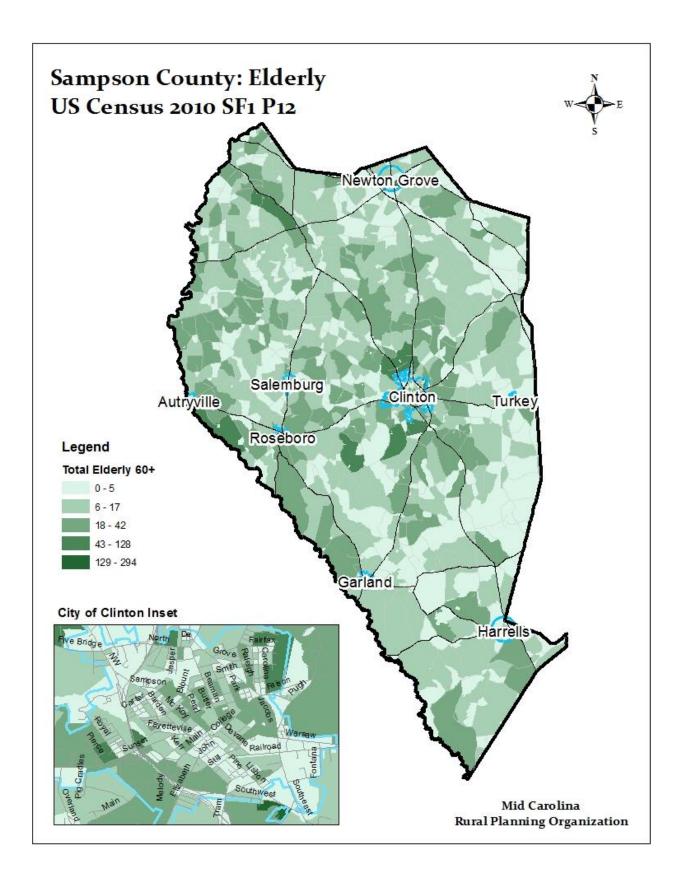
Persons per Square Mile: 63.6 Land Area: 945 square miles Rural: 53,916 or 85%*

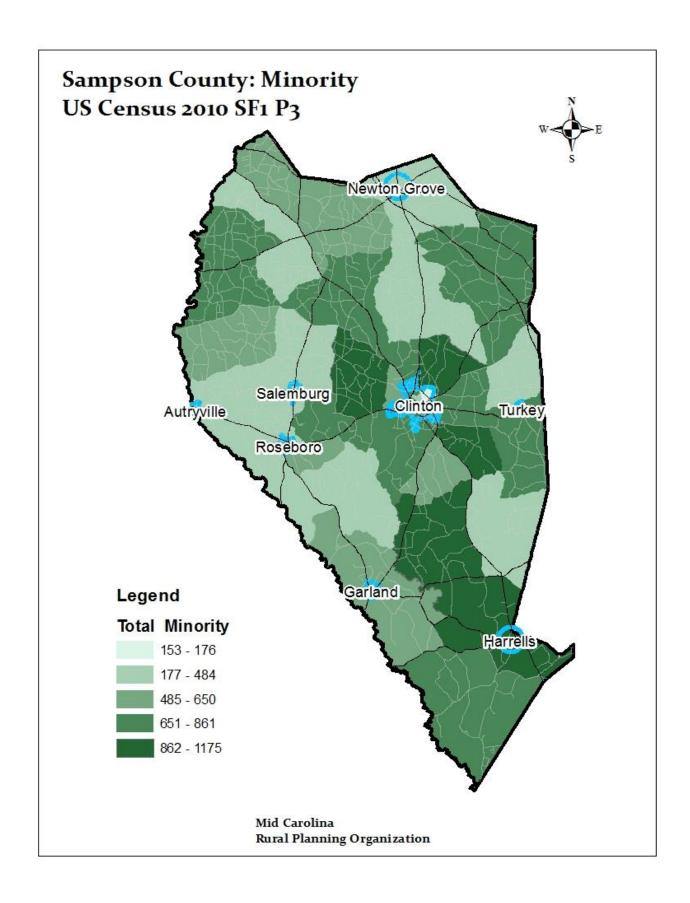
Urban: 9,515 or 15%*

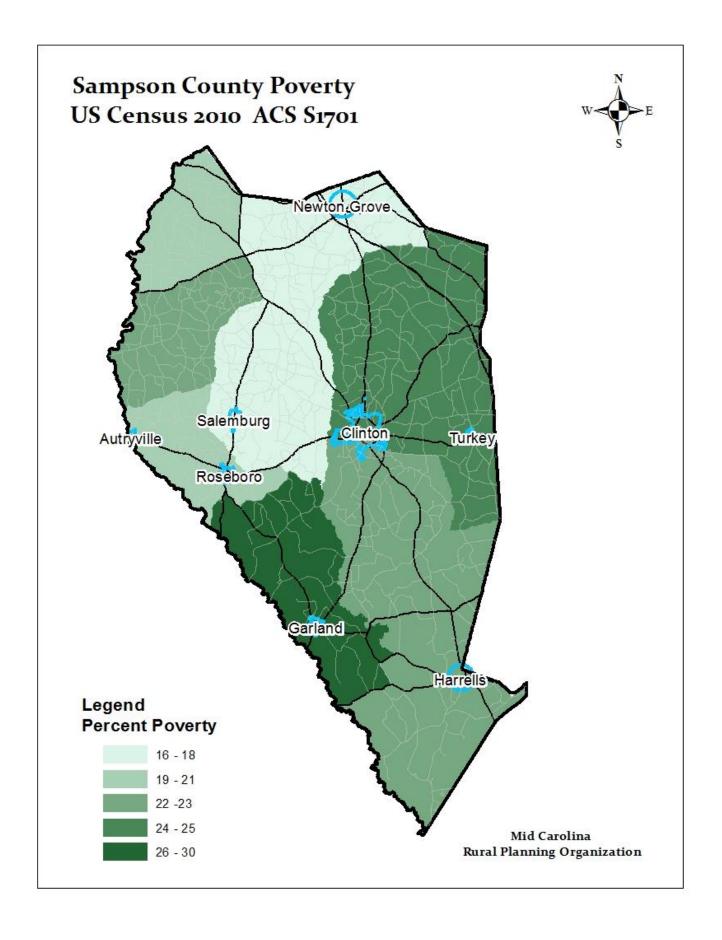
^{*}Based on 2000 Census Estimates

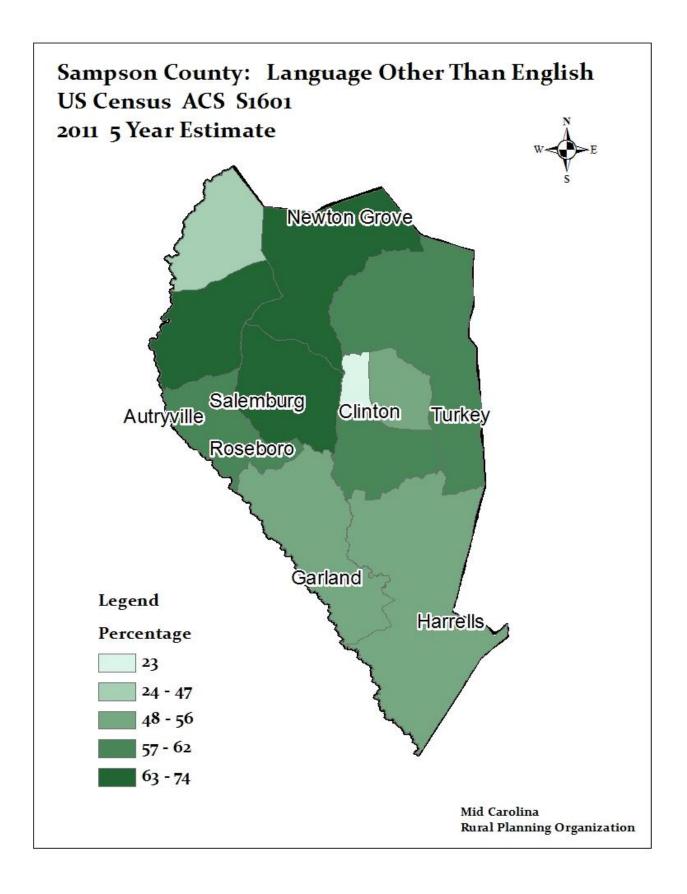












VII. Appendix

Glossary

The following glossary provides definitions of public transportation-related terms, phrases and acronyms used throughout this report. 4

Carpool – An arrangement by which two or more people share the use and cost of privately owned automobiles in traveling to and from pre-arranged destinations together. Generally, carpooling agreements are not arranged by contract, whereas vanpool and buspool agreements are contractually binding.

Community Transportation – The efficient and effective utilization of all available resources in the provision of safe and reliable public transportation services for all citizens.

Commuter Bus Service – Fixed-route bus characterized by service predominantly in one direction during peak periods, limited stops, use of multi-ride tickets and routes of extended length, usually between the central business district and outlying suburbs. Commuter bus service also may include other service, characterized by a limited route structure, limited stops and a coordinated relationship with another mode of transportation.

Dial-a-ride - Another name for "demand responsive."

Demand Responsive – 1. Non-fixed-route service utilizing vans or buses with passengers boarding and alighting at pre-arranged times at any location within the system's service area. Also called "dial-a-ride." 2. Passenger cars, vans or motor buses operating in response to calls from passengers or their agents to the transit operator, who then dispatches a vehicle to pick up the passengers and transport them to their destinations. A demand-response operation is characterized by the following: firstly, the vehicles do not operate over a fixed route or on a fixed schedule except, perhaps, on a temporary basis to satisfy a specific need; and secondly, the vehicle typically may be dispatched to pick up several passengers at different pick-up points before taking them to their respective destinations and may even be interrupted en route to these destinations to pick up other passengers.

3. Personal transit service operated on roadways to provide service on demand. Vehicles normally are dispatched and used exclusively for this service.

Fare – The required payment for a ride on a public transportation vehicle. It must be paid by an acceptable means, for example, using cash, token, ticket, transfer, farecard, voucher, pass or user's fee.

Fixed Route – Service provided on a repetitive, fixed-schedule basis along a specific route with vehicles stopping to pick up and deliver passengers to specific locations; each fixed-route trip serves the same origins and destinations, unlike demand-response and taxicab services.

Human Service Transportation System – Transportation systems which provide service exclusively to clients of human-service agencies. In North Carolina, there are three types of human-service transit systems: 1) those that are consolidated and provide their own services; 2) those that are consolidated and contract for transportation services; and 3) those that are coordinated.

Intercity Bus Transportation – Establishments primarily engaged in furnishing bus transportation, over regular routes and on regular schedules, the operations of which are principally outside a single municipality and its suburban areas.

Paratransit – Comparable transportation service required by the Americans with Disabilities Act for people with disabilities who are unable to use fixed-route transportation systems.

Passenger Trips – Number of passengers who board operational revenue vehicles. Passengers are counted each time they board vehicles no matter how many vehicles they use to travel from their origin to their destination. Trips are counted regardless of whether an individual fare is collected for each leg of travel. It includes passenger trips on volunteer, other CT system, and other provider vehicles."

Public Transit – 1. (Or public transportation) Passenger transportation services, local, metropolitan or regional in scope, that are available to any person who pays a prescribed fare. 2. Transportation by bus, rail or other conveyance, either publicly or privately owned, which is provided to the public or specialty service on a regular and continuing basis. Also known as "mass transit," "mass transportation," "public transportation" and "transit."

⁴ NC DOT Transitnet: http://www.ncdot.org/transit/transitnet/Glossary/A.html

Public Transit Agency – A public entity responsible for administering and managing transit activities and services. Public transit agencies can directly operate transit service or contract out for all or part of the total transit service provided.

Public Transit System – An organization that provides transportation services owned, operated or subsidized by any municipality, county, regional authority, state or other governmental agency, including those operated or managed by a private management firm under contract to the government agency owner.

Ridership – 1. The number of rides taken by people using a public transportation system during a given time period. 2. Refers to the number of people using a particular transit system on a regular basis.

Rural – 1. Usually refers to areas with populations less than 5,000. 2. Areas outside the limits of any incorporated or unincorporated city, town, village, hamlet or any other designated residential or commercial area such as a subdivision, business or shopping center or community development. 3. Includes all areas of a state that are outside the Federal Highway Administration approved and adjusted census boundaries of small urban and urbanized areas.

Rural General Public Transit System – Transit systems in rural areas (areas with less than 5,000 population) that provide transportation services to clients of human-service agencies and the general public. Federal Section 18 funds are used to assist in the administration and operating expenses of these systems.

Subscription Bus – A commuter bus express service operated for a guaranteed number of patrons from a given area on a prepaid, reserved basis.

Subscription Service – Any public transportation service operated for a guaranteed number of patrons on a prepaid, reserved basis.

Transit (or Public Transit) – Another name for "public transportation," generally used in contexts that do not include carpools or vanpools.

Transit System – An organization (public or private) providing local or regional multi-occupancy-vehicle passenger services. Organizations that provide services under contract to another agency generally are not counted a separate systems from the contracting agency.

Urban – 1. Usually refers to areas with populations of 5,000 or more. 2. Describes any area that includes a municipality or other built-up place which is appropriate in the judgment of the U.S. Secretary of Transportation, for a public transportation system to serve commuters or others in the locality taking into consideration the local patterns and trends of urban growth.

Vanpool – 1. A voluntary commuter ridesharing arrangement, using vans with a seating capacity greater than seven persons (including the driver) or buses, which provides transportation to a group of people traveling directly from their homes (or a pre-arranged meeting place, such as a park-and-ride lot) to their regular places of work within the same geographical area, and in which the commuter/driver does not receive compensation beyond reimbursement for his or her costs of providing the service. 2. An arrangement in which a group of passengers share the use and cost of a van in traveling to and from pre-arranged destinations together. 3. Vans and/or Class C motor buses operating as a voluntary commuter ride-sharing arrangement, which provides transportation to a group of individuals traveling directly between their homes (or a prearranged meeting place, such as a park-and-ride lot) and their regular places of work within the same geographical area. The vans should have a seating capacity greater than seven people, including the driver. 4. A public-sponsored commuter service operating under prearranged schedules for previously formed groups of riders in eight to 18-seat vehicles. Drivers also are commuters who may receive little or no compensation besides free transportation and use of the vehicle during "off" hours. Generally, carpooling agreements are not arranged by contract, whereas vanpool and buspool agreements are contractually binding.

Vehicles in Total Fleet – All revenue vehicles held at the end of the fiscal year, including those in storage, emergency contingency and awaiting sale.

Wheelchair-Accessible Vehicle – A vehicle that a person using a wheelchair may enter either via an on-board retractable lift or ramp; or directly from a station platform that is accessible by elevator or a ramp that is either level with the vehicle floor or can be raised to floor level.

33

SAMPSON COUNTY BOARD OF COMMISSIONERS

ITEM ABSTRACT	<u>ITEM NO.</u> 4 (a)
Meeting Date: September	9, 2013 Information Only Report/Presentation X Action Item Consent Agenda Information Only Report/Presentation Closed Session Planning/Zoning Water District Issue
SUBJECT:	Public Hearing - Rural Operating Assistance Program Grant Funds (Request for Rescheduling)
DEPARTMENT:	Sampson Area Transportation/Dept. of Aging
PUBLIC HEARING:	Yes
CONTACT PERSON:	Todd Daughtry, SAT Coordinator
PURPOSE:	To reschedule the required public hearing regarding the County's intent to apply for ROAP funding
ATTACHMENTS:	Hearing Notice, Application, Certification Statement
BACKGROUND:	We had advertised for a public hearing regarding the County's intent to apply for Rural Operating Assistance Program (ROAP) funds to fund our transportation services. However, the grant also requires the ad to be published in a Hispanic newspaper, and because of short notice from the State, we were unable to confirm the Hispanic paper ad placement within the grant's required advertising parameters. We will re-advertise the hearing in both English and Hispanic media for your October meeting.
	We have, however, included all of the grant information in this agenda so that the Board will have ample time to review the materials prior to the October meeting. 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:	Reschedule the hearing for October 7, 2013

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		
	Date: Signature application is complete and accurately describes the county's administration of the use of the ROAP funds in accordance with applicable state guidelines.		
County Manager:	Signature Date:		
County Finance Officer:			
	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

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

First Application Deadline

Disbursement if 1st Deadline is met (100%)

September 16, 2013

September 30, 2013

Second Chance Application Deadline

October 18, 2013

Disbursement if 2nd 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 suballocated?	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? *Date of the plan:*	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? *Date of the plan: August 7, 2013	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 of from any other funding source. If any of the departments, agencies or organizations receiving RO county get transportation funding from other Federal, State or Local funding sources, list those funding and 5316	AP funding from the
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: <i>Yes is the only correct answer</i> .	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 frequent to the county for evaluation? The transportation coordinator and the Director of Aging look at the revenue data report 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 designate reports in FY2014? (name, title, employer) Todd Daughtry, Transportation Coordinator, Sampson Area Transportation	d to complete these

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
A. What will be the purposes of the trips provided with EDTAP funds? (Check all that apply)	
 X Personal care activities, medical appointments, pharmacy pick-up, shopping, bill paying, meetings, clas x Job interviews, job fair attendance, job readiness activities or training, GED classes ☑ Transportation to workplace x Group field trips/tours to community special events (Federal charter regulations apply to transit.) ☑ Overnight trips to out-of-county destinations (Federal charter regulations apply to transit) x Human service agency appointments 	ses, banking
B. How will the transportation service be provided? (<i>Check all that apply</i>)	
x Public Transportation System ☐ Private Provider ☐ Taxi Service ☐ Agency Staff Driver ☐ Volunteer Driver Program	
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? See these page numbers in the plan:. 44-46 Plan Title: Local Coordinated Human Service Transportation Plan	Yes
D. Does the federally funded Community Transit System operating in your county receive a sub-allocation of EDTAP funds?	Yes
If yes, does the county dictate which agencies and organizations will receive transportation services with any of the EDTAP funds the transit system receives?	Yes
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?	Yes
Elderly and Disabled Transportation Assistance Program Questions (con't)	Yes or No
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? See these page numbers in the plan: Plan Title:	n/a

Does the CTSP recommend any new EDTAP funded services for FY2014? See these page numbers in the plan: Plan Title:	No
E. Will any of the subrecipients use their EDTAP sub-allocation as matching funds for any of the following programs? (Matching funds for operating assistance only.) 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. transit system maintain the same quality of service throughout the year.	Fares help the
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? (Check all	that apply)
x Job interviews, job fair attendance, job readiness activities or training, GED classes	
x Transportation to workplace (Scheduled by the individual only. No agency scheduled trips.)	
Child(ren) of working parent transported to Child Care	
B. How will the transportation service be provided? (Check all that apply)	
x Public Transportation System	
☐ Private Provider	
☐ Taxi Service	
☐ Agency Staff Driver	
☐ 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 EM	PL funded trips.
All residents of Sampson County who are going to and from paid employment, the comm	nunity college, or
any job-related activity are approved for the usage of EMPL funding to help cover the tr	ansportation 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? See these page numbers in the plan: 44-46 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? See these page numbers in the plan: Plan title:	n/a
Does the CTSP recommend any new EMPL funded services for FY2014? See these page numbers in the plan: 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 traservices for the fiscal year.	nnsportation
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? (Matching funds for operating assistance only.)	
 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			
A. What will be the trip purposes of the transportation services provided with RGP funds? (Check all that apply)				
 X Personal care activities, medical appointments, pharmacy pick-up, shopping, bill paying, meetings, classification of the properties of the paying of the pa	sses, banking			
B. How will the transportation service be provided? (Check all that apply)				
x Public Transportation System ☐ Private Provider ☐ Taxi Service ☐ Volunteer Driver Program				
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? See these page numbers in the plan: 44-46 Plan title: Local Coordinated Human Service Transportation Plan	Yes			
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? See these page numbers in the plan: Plan title:	n/a			
E. Does the CTSP recommend any new RGP funded services for FY2013-14? See these page numbers in the plan: Plan title:	n/a			
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?	Yes			
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?	Yes			
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?	Yes			
If yes, how much will the fare be? \$2 for a round trip.				
If yes, how will the fare revenue be used? To ensure the availability of the program th	roughout the fiscal			
year. Duval Canaral Dublic Transportation Program Questions (con2t)	Vog g., N.			
Rural General Public Transportation Program Questions (con't)	Yes or No			
If no, describe the source of the required matching funds?				

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? (Matching funds for operating assistance only)		
 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	

FY2014 ROAP Sub-Allocation Worksheet

		Elderly and Disabled Transportation Assistance Program Employment Transportation Assistance Program Rural General Public Transport				lic Transportation
Agencies Receiving Sub-Allocations	Prop	Proposed Proposed Propo		osed		
	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	
TOTAL AMOUNT	\$72,244	5734	\$18,920	2133	\$92,624	11187

Agencies Receiving Sub-Allocations	EDTAP	EMPL	RGP
Agencies Receiving Sub-Allocations	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	
				•
Sampson County				
Name of Applicant (County)				Signature - MDS Rev

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, <u>20</u>				
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				
County Seal Here	Signature of County Finance Officer			
	Printed Name of County Finance Officer			

Public Hearing Notice

This is to inform the public of the opportunity to attend a public hearing on the proposed Rural Operating Assistance Program (ROAP) application to be submitted to the North Carolina Department of Transportation no later than September 16, 2013 by Sampson County. The public hearing will be held on September 9, 2013 at 7:00 p.m. at the Sampson County commissioners meeting in the Sampson County Auditorium located at 435 Rowan Road, Clinton, NC 28328. Sampson County will provide auxiliary aids and services under the ADA for disabled persons who wish to participate in the hearing. Anyone requiring special services should contact the County Manager's Office at telephone number 910-592-6308 as soon as possible so that arrangements can be made.

The programs included in the Rural Operating Assistance Program application are:

- 1. Elderly & Disabled Transportation Assistance (EDTAP) Program provides operating assistance for the public transportation of elderly and disabled citizens.
- 2. Employment Transportation Assistance Program provides operating assistance for the public transportation of persons with employment related transportation needs.
- 3. Rural General Public (RGP) Program provides operating assistance for the public transportation of persons living in non-urban areas of the county.

The period of performance for Rural Operating Assistance Program funds is <u>July 1, 2013</u> <u>through June 30, 2014.</u> The FY2014 ROAP individual program totals are:

PROGRAM	TOTAL
EDTAP	\$72,244
EMPL	\$18,920
RGP	\$92,624
TOTAL	\$183,788

This application may be inspected at Sampson County Department of Aging Office located at 405 County Complex Road; Suita 140, Clinton, NC 28328 from 8:00 a.m. to 5:00 p.m. Written comments should be directed to Lorie Sutton, Project Director at 405 County Complex Road; Suite 140, Clinton, NC 28328 before September 6, 2013.

SAMPSON COUNTY BOARD OF COMMISSIONERS

ITEM ABSTRACT	<u>ITEM NO.</u> 4 (b)	
Meeting Date: September 9	Information Only x Public Comment Report/Presentation Closed Session X Action Item Planning/Zoning Consent Agenda Water District Issue	
SUBJECT:	Public Hearing - Community Development Block Grant Funding for Economic Development Project	
DEPARTMENT:	Economic Development	
PUBLIC HEARING:	Yes	
CONTACT PERSON:	John Swope, Economic Developer	
PURPOSE:	To receive public input on the County's intent to apply for funding through the North Carolina Department of Commerce's Community Development Block Grant (Economic Development) Program	
ATTACHMENTS:	Public Notice	
BACKGROUND:	Sampson County is seeking funding for infrastructure improvements related to economic development opportunities at properties located on Highway 24 in Clinton and Interstate 40, Exit 355. Engineers and staff will be submitting a pre-application to determine the viability of the application for CDBG funding. An initial public hearing is required as part of this process. Mr. Swope will review the process and the anticipated uses for the grant funds.	
PRIOR BOARD ACTION:	N/A	
RECOMMENDED ACTION OR MOTION:	Hold public hearing; authorize submission of pre-application	

PUBLIC HEARING

The Sampson County Board of Commissioners will hold a public hearing at their regularly scheduled meeting on Monday, September 9, 2013 at 7:00 p.m., or as soon as possible thereafter, in the County Auditorium, located at 435 Rowan Road in Clinton, NC. The purpose of the hearing is to receive public comment regarding the County's intent to apply for funding through the North Carolina Department of Commerce's Community Development Block Grant (Economic Development) Program. Sampson County is seeking grant funds for the purposes of infrastructure improvements related to economic development opportunities at properties located at Interstate 40, Exit 355 in Sampson County and on Highway 24 in Clinton, NC. For more information regarding the hearing, contact the Sampson County Economic Development Commission at 910-592-8921. Sampson County will provide auxiliary aids and services under the

ADA for disabled persons who wish to participate in the hearing. Anyone requiring special services should contact the County Manager's Office at telephone number 910-592-6308 as soon as possible so that arrangements can be made.

Esta información está disponible en español a petición. Por favor, póngase en contacto con la Oficina del Administrador del Condado, al teléfono 910-592-6308. This information is also available in any other language upon request. Please contact the County Manager's Office at telephone number 910-592-6308.

SAMPSON COUNTY BOARD OF COMMISSIONERS

ITEM ABSTRACT	<u>ITEM NO.</u> 4 (c)
Meeting Date: September	Information Only x Public Comment Report/Presentation Closed Session x Action Item Planning/Zoning Consent Agenda Water District Issue
SUBJECT:	Public Hearing – Proposed Appropriations and Expenditures for Economic Development Activities Related to Enviva Pellets Sampson, LLC
DEPARTMENT:	Economic Development
PUBLIC HEARING:	Yes
CONTACT PERSON:	John Swope, Economic Developer
PURPOSE:	To obtain public comment concerning proposed appropriations and expenditures for economic development activities related to the Enviva Pellets Sampson, LLC project at Interstate 40, Exit 355
ATTACHMENTS:	Public Notice
BACKGROUND:	Economic Developer John Swope will present the appropriations and expenditures proposed as performance-based business incentives for the location of Enviva Pellets Sampson, LLC at the 200 acre +/- site at I-40, Exit 355. The proposed appropriations and expenditures would be made pursuant to a written agreement, wherein the company will commit to make certain capital investments and to maintain certain levels of employment, which Mr. Swope will review. At the meeting, Mr. Swope will also provide draft resolutions with regard to incentive options.
PRIOR BOARD ACTION:	Hearing previously scheduled for June 2013, but tabled
RECOMMENDED ACTION OR MOTION:	Consider adoption of a resolution authorizing the incentive package and execution of associated documents

PUBLIC HEARING

The Board of Commissioners of Sampson County, North Carolina will hold a public hearing on Monday, September 9, 2013, at 7:00 p.m., or as soon as possible thereafter as the matter may be heard, in the Sampson County Auditorium, 435 Rowan Road, Clinton, North Carolina. The purpose of the public hearing is to receive public comment concerning proposed appropriations and expenditures for economic development activities. The proposed site(s) for the economic development activities are identified as the 200+/- acres located at Interstate 40. Exit 355 in Sampson County.

The appropriations and expenditures will be made pursuant to a written agreement. Under this agreement, the County will provide performance-based business incentive payments to ENVIVA PELLETS SAMPSON, LLC over a ten-year period as proposed below:

Direct Incentives Site Acquisition (180 acre site, 11 acre non-developed site) Site Development (buffer site purchase, natural gas line extension, site analysis, water grant match)

\$910,185

\$2,445,854

\$1,252,005

The company will commit to make certain capital investments in the County, and to maintain certain levels of employment. The potential public benefits anticipated to be derived from this agreement include:

Taxable investment: **\$117,750,000**

Estimated property tax revenues (years 1-10 in operation): **\$4,891,708** Direct company employment: **79** full time jobs,

at an average annual salary of \$36,686

Indirect regional employment of **100** jobs, **300** jobs during construction

Regional purchases: \$35,000,000

State grant funding for water system improvements: **\$1,523,925**

Additional information on the company and the project will be available at the time of the hearing, including a map identifying the proposed site(s). The terms of any agreement between the County and the company, however, will be subject to further completion and amendment based on comments received at the hearing and continued negotiations between the County and the company. The Board of Commissioners may take action concerning the proposed agreement and the related transactions immediately following the hearing.

Additional information on the subject of the hearing is available from Mr. John Swope, Executive Director, Sampson County Economic Development Commission (telephone 910/592-8921) during regular business hours. Persons wishing to make written comments concerning the subject of the public hearing should direct them to the Clerk to the Board of Commissioners, Sampson County, 406 County Complex Road, Clinton, North Carolina 28328, or by fax to 910/592-1945.

SAMPSON COUNTY BOARD OF COMMISSIONERS

ITEM ABSTRACT	<u>ITEM NO.</u> 4 (d)		
Meeting Date: September 9	Information Only Public Comment Report/Presentation Closed Session X Action Item Planning/Zoning Consent Agenda Water District Issue		
SUBJECT:	Amendment to Medicaid Transportation Contract with Enroute Transportation		
DEPARTMENT:	Social Services		
PUBLIC HEARING:	No		
CONTACT PERSON: Annette Chancy Starling, County Attorney			
PURPOSE:	To consider approval of 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:	Ricky Moore of Enroute Transportation Services has submitted a request to amend his contract to provide Medicaid Transportation services, to reduce his per-mile charge to \$1.54 per mile with the same fuel surcharge currently in place. County Attorney Annette Chancy Starling will discuss the process for consideration of the contract amendment.		
PRIOR BOARD ACTION:	Dual contracts with Van-Go (primary) and Enroute Transportation (secondary) approved at August 5, 2013 meeting		
RECOMMENDED	Consider approval of contract amendment		

ACTION OR MOTION:

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	
 Ву:	Ricky Moore	By:Sarah Bradshaw	
Title:	President	Title: DSS Director	
Date:		Date:	
		By:Edwin Causey	
		Title: County Manager	
This a	greement has been preaudited in the manner requir	ed by the Local Government Budget and Fiscal Control	Act.
Count	y: <u>Sampson</u>	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 ABSTRACT		<u>ITEM NO.</u> <u>4 (e)</u>		
Meeting Date: Septembe	er 9, 2013	Information Only Report/Presentation X Action Item Consent Agenda	Public Comment Closed Session Planning/Zoning Water District Issue	
SUBJECT:		Department - Request to Utilize Sei e Abuse Tax Funds	ized Asset Funds and	
DEPARTMENT:	Sheriff's	Department		
PUBLIC HEARING:	No			
CONTACT PERSON:	Ed Caus	ey, County Manager		
PURPOSE:	seized as	der requests from Sheriff Thornton to set funds and substance abuse tax f ent to meet current needs and avoid cures	unds for purchase of	
ATTACHMENTS:	Memora	nda (2); Budget Amendments (2)		
BACKGROUND:	over \$27 a multi-a	pson County Sheriff's Department v 5,000 as its share of seized asset fun- agency drug operation investigation d to utilize \$188,670 of the proceeds ent:	ding for their work in The Department has	
	Vehicle	s with Equipment	70,000.00	
	Crime S	Scene Vehicle and Equipment (Surplance Retrofitted)	lus 6,700.00	
	Replace	ement Equipment for Burned Vehicl	e 15,000.00	
	Portable	e Drug ID Unit	15,000.00	
	Console SUVs	e Inserts and Emergency Lighting fo	or 3 14,800.00	
	Propan	e Conversion for 7 Vehicles	14,000.00	
	Radar U	Jnits	47,500.00	
	Lapel M	Microphone for Portable Radios	5,670.00	

The Sheriff's Department has also received an allocation of NC Substance Abuse Tax funding and has requested to expend \$41,505 of these funds as follows to enhance drug enforcement operations:

Pen-Link Software	23,700.00
Interactive Whiteboard (Smartboard)	7,600.00
Evidence Incinerator	7,200.00
Laptop Computer	1,200.00
Bulk Storage Lockers	940.00
Color Laser Printer	450.00
DVD Duplicator	415.00

The Sheriff's Department has provided the attached memoranda providing justification for each of these costs and the benefits the equipment will not only provide for current needs, but to offset future budget requests.

PRIOR BOARD ACTION: N/A

RECOMMENDED Consider approval of attached budget amendments budgeting ACTION OR MOTION: revenues and expenditures

JIMMY THORNTON

SHERIFF SAMPSON COUNTY



112 FONTANA ST CLINTON, NC 28328 www.sampsonsheriff.com

August 29, 2013

MEMORANDUM

To:

Ed Causey

From: Sheriff Jimmy Thornton

RE:

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 received a one-time allotment of seized asset funding that could accommodate needed equipment and would save the Sampson County taxpayers money, Most importantly, money seized from drug dealers would be used to enhance drug enforcement investigations. The below requests are submitted not only to accommodate immediate needs but to also address future needs that would not have to be addressed in future budgets:

Item #1

Description: (2) Vehicles with equipment	Amount: \$70,000.00	
Justification: During the FY13/14 Budget process, two vehicles were cut from the Sheriff's		
Office Capital Outlay request which were designated for the Special Investigations Division		
and the Criminal Interdiction Team. In order to help reduce the impact of future vehicle		
requests and to address an important operational need, I would like to request that two		
vehicles be purchased.		

Item #2

Amount: \$6,700.00 Description: Crime Scene Vehicle and Equipment Justification: Currently the Sheriff's Office uses the County's Mobile Command Post, which is sometimes too large and cumbersome for the majority areas in which investigators need to operate during homicides and other major crime scenes. Purchasing this ambulance and refitting it to serve as a mini-command and investigation vehicle, which could also carry crime scene specific equipment that is often stored at the office and has to be transported to scenes would be very beneficial to investigative personnel. The Sheriff's Office has worked with EM Director Ronald Bass and former Director Honrine for several years to obtain a surplus ambulance, however each year the available surplus ambulances are worn out and would require costly repairs. The unit that we are exploring for purchase has a new engine and approximately 61,000 miles on the chassis, and is in excellent structural condition. (See attached photos)

Office: (910) 592-4141 • Fax: (910) 592-8641 • Emergency: 911

Item #3

Description: Equipment Replacement from Burned Vehicle Amount: \$15,000.00

Justification: In June 2013 a Sheriff's Office vehicle caught on fire and burned beyond repair. Upon settlement with the insurance company and purchase of a replacement vehicle, the remaining funds were insufficient to replace the equipment that was destroyed.

Item #4

Description: Portable Drug ID Unit Amount: \$15,000.00

Justification: The portable drug ID unit will allow officers to perform drug identification in the field without destroying or altering evidence through the use of Raman Spectroscopy technology. The traditional chemical field test kits required a portion of the evidence to be submerged in chemicals and often proved unreliable.

Item #5

Description: Equipment console inserts and additional Amount: \$14,800.00

emergency lighting for 3 SUV's

Justification: Currently the Special Investigations Division has three SUV's that have open cargo areas and lack sufficient rear emergency warning equipment. Due to the specialized equipment and firearms that the drug agents carry, it is necessary to obtain special cargo area inserts which have lockable storage drawers and cabinets. Due to the size of the vehicles and the need to increase rear visibility in emergency situations, we would like to add additional warning lights on the rear of the vehicle.

Item #6

Description: Propane conversion for (7) vehicles Amount: \$14,000.00

Justification: In order to switch the propane operation system and tanks from seven vehicles which are being removed from service to the replacement vehicles. The funding for the propane conversion was not included in the FY13/14 budget to allow for the conversion. When the original propane conversion was implemented, we realized that several of the vehicles would possibly be declared surplus. To soften the financial blow of the conversion, the Sheriff's Office is willing to absorb the cost of the conversion for seven vehicles.

Item #7

Description: Radar Units Amount: \$47,500.00

Justification: The majority of the radar units in use by the Sheriff's Office will rotate off of the list of approved radar units by the State of North Carolina in June 2014, which means that we will no longer be able to use them. In order to meet the obligations for which the County agreed to provide law enforcement services for two municipalities, and to ensure that School Resource Officers are able to monitor and encourage compliance with reduced speeds in school zones it is essential to maintain radar units that are compliant with state guidelines. The use of radar to develop probable cause for traffic stops is also very essential in drug interdiction work.

Item #8

equipment, since it deals with safety.

Description: Lapel microphones for portable radios

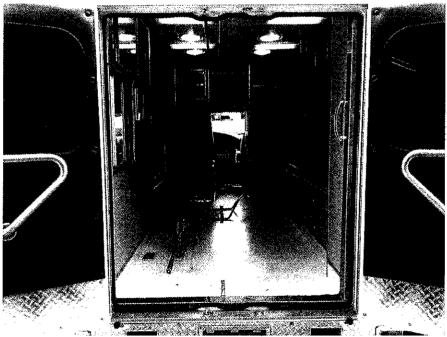
Justification: When the Sheriff's Office received the original XTS-2500 portable radios through grant funding, no lapel microphones were included. Lapel microphones prevent officers from having to constantly remove their portable radio from their duty belt to communicate with other officers or the 911 Center. In a situation where a deputy is having to deal with a violent offender, it is safer for the deputy to be able to reach up and mash a button to communicate, without having to worry about putting a radio back on his belt, keeping his/her hands free to take defensive action if needed. Some deputies have already purchased the lapel microphones on their own, however I feel that this should be issued

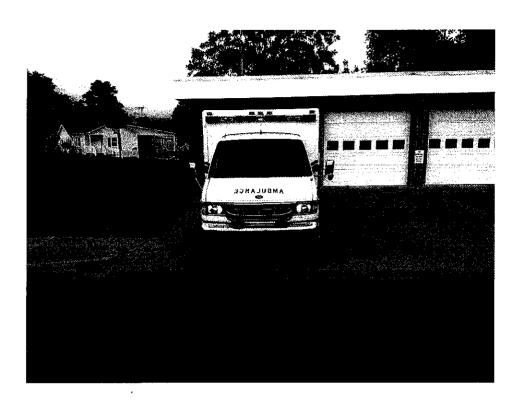
COUNTY OF SAMPSON BUDGET AMENDMENT

MEMO:			9/3/2013
FROM: SHERIFF	Da	ate	
TO: Sampso			
VIA: County N			
SUBJECT: Budget A	Amendment forr fiscal year 2013-2014		
1. It is requested that the	budget for theSHERIFF		Department
be amended as follows: Expenditure Account	Expenditure Account Description	Increase	Decrease
11243100 - 555000	CAPITAL OUTLAY OTHER EQUIPMENT	\$106,970.00	
11243100 - 554000	CAPITAL OUTLAY VEHICLES	\$65,500.00	
11243100 - 535300	MAINT REPAIR VEHICLES	\$14,000.00	
11243100 - 521300	UNIFORMS	\$2,200.00	
Revenue Account	Revenue Account Description	Increase	Decrease
11034310 - 402603	FEDERAL ASSET FUNDS	188,670.00	
2. Reason(s) for the about SEE ATTACHED	ove request is/are as follows:	Ska	
ENDODOEMENT	(Sig	nature of Department I	Head)
ENDORSEMENT 1. Forwarded, recomm	nending approval disapproval.	9/3 AAAA (County Finance O	, 20 <u>B</u>
ENDORSEMENT		(2001.13)	
1. Forwarded, recomm	nending approval/disapproval.		, 20
Date of approval/disapproval	by B.O.C.	(County Manager & Bu	udget Officer)

ATTACHMENT #1 (Photos of Ambulance for item #2)







JIMMY THORNTON

SHERIFF SAMPSON COUNTY



112 FONTANA ST CLINTON, NC 28328 www.sampsonsheriff.com

August 29, 2013

MEMORANDUM

To:

Ed Causey

From: Sheriff Jimmy Thornton

RE:

Special Appropriation – Substance Abuse Tax 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 received a large allotment of NC Substance Abuse Tax funding that could accommodate needed equipment and would save the Sampson County taxpayers money, Most importantly, money seized from drug dealers would be used to enhance drug enforcement investigations. The below requests are submitted not only to accommodate immediate needs but to also address future needs that would not have to be addressed in future budgets:

Item # 1

Description: Pen-Link Software	Amount:	\$23.700.00

Justification: The Communications Assistance for Law Enforcement has created many challenges for smaller law enforcement agencies to conduct pen register and wiretap investigations. Pen register investigations provide invaluable intelligence to aid in the understanding of a criminal enterprise, in addition to providing timely insights into the possible geographic location of a suspect or a victim.

Item #2

Description: Interactive Whiteboard (Smart Board)	Amount: \$7,600.00	
Justification: The interactive whiteboard will allow Special Investigations officers to conduct		
mission briefings for drug raids, high risk warrants and other sp	pecial operations. This	
equipment will allow officers to review more detailed information, i.e. photos, video		
surveillance, RMS data, etc., prior to conducting dangerous op	erations. The more visual	
information that the officer is able to digest, the safer he/she	will be able to perform their	
duties.	•	

Office: (910) 592-4141 • Fax: (910) 592-8641 • Emergency: 911

Item #3

Description: Evidence Incinerator

Amount: \$7,200.00

Justification: The Sheriff's Office has been using "make-shift" devices to destroy evidence due to the lack of a proper incinerator. The use of burn barrels to destroy evidence often leaves un-burned remnants at the bottom requiring the use of accelerants, which can be dangerous. The purchase and use of a commercial grade incinerator will ensure adequate and safe disposal of evidence, i.e. drugs, organic material, etc.

Item # 4

Description: Laptop Computer

Amount: \$1,200

Justification: To replace a laptop computer that is over three years old and has exceeded the extended warranty. The laptop requires repairs that would be substantial.

Item #5

Description: BSL (Bulk Storage) Lockers

Amount: \$940.00

Justification: When marijuana plants are seized they have to be dried out prior to their submission to the NC Crime Lab or to be destroyed. Improper storage of marijuana plants can cause aspergillious fungi to form, creating an unhealthy work environment. The BSL lockers can be placed in the garage area of the Special Investigations Division to allow for secure storage of the plants outside the office area.

Item #6

Description: Color Laser Printer

Amount: \$450.00

Justification: Currently, officers at the Special Investigations Division use multiple color inkjet printers to print photographic evidence for court purposes. Replacing the individual printers with a networkable color laser printer will reduce multiple cartridge purchases for different style printers and reduce replacement costs.

Item #7

Description: DVD Duplicator

Amount: \$415.00

Justification: NC law requires law enforcement officers to produce audio and video evidence as part of discovery, often making multiple copies. A DVD duplicator will allow officers to burn multiple disks at once, reducing the amount of time required to complete the task.

COUNTY OF SAMPSON BUDGET AMENDMENT

			0.10.100.40
MEMO:			9/3/2013
	F JIMMY THORNTON		ate
TO: Samps	on County Board of Commissioners		
VIA: County	Manager & Finance Officer	•	•
SUBJECT: Budget	Amendment for fiscal year 2013-2014	ļ.	
1. It is requested that the	e budget for the SH	ERIFF	Department
be amended as follows:	Formation Assessed Baselinia	L	D
Expenditure Account	Expenditure Account Description	Increase	Decrease
11243100 - 555000	CAPITAL OUTLAY OTHER EQUIP	MENT \$39,700.00	
11243100 - 526279	DEPT SUPPLIES NARCOTICS	\$1,805.00	
	•		
Povenue Asseunt	Payanua Assaunt Description	Inorogo	Doorooo
Revenue Account	Revenue Account Description	Increase	Decrease
11034310 - 403631	STATE SUBSTANCE ABUSE TAX	41,505.00	
2. Reason(s) for the al	oove request is/are as follows:		
DEL ATTAONED			
		Januar Jos	
		(Signature of Department	Head)
ENDORSEMENT		ab / to	tel 2013
i. Forwarded, recom	mending approval/disapproval.	45:000	200
		(County Finance O	Military (Market)
ENDORSEMENT		(Obunty Finance O	- Indon's
I. Forwarded, recom	mending approval/disapproval.		, 20

(County Manager & Budget Officer)

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

SAMPSON COUNTY BOARD OF COMMISSIONERS

ITEM ABSTRACT		<u>ITEM NO.</u> 4 (f)		
Meeting Date: September	9, 2013	Information Only Report/Presentation X Action Item Consent Agenda	Public CommentClosed SessionPlanning/ZoningWater District Issue	
SUBJECT:		of Leases for Solid Waste Con Corner, Mt. Gilead and Harre		
DEPARTMENT:	Administ	tration/Solid Waste		
PUBLIC HEARING:	No			
CONTACT PERSON:	Ed Cause	ey, County Manager		
PURPOSE:	To consid	ensider renewal of leases for container sites		
ATTACHMENTS:	Draft leas	eases for container sites		
BACKGROUND:	Corner, Non your A	year leases for the container sites at Ingold, Spivey's Mt. Gilead and Harrells have expired and were included August agenda for renewal. Commissioner Kirby ed that staff contact the landowners to determine if they consider a reduction in their lease payments. Our findings		
	landowne have been need to re	ontainer Site (current rate \$12 er is satisfied with his current in renewed last year, and the lacecive his annual payment as a constraints.	rate. His contract should andowner has indicated a	
	landown	Container Site (current rate \$: ers are not willing to reduce the uested an increase from \$1800	neir lease payments and	
	landown	Corner Container Site (currenters are not willing to reduce the uested an increase from \$1800	neir lease payments and	
	Mt. Gilea	ad Container Site (Bass portio	n, current rate \$1800 per	

need for additional landscaping at the site.

year) – landowners are not willing to reduce their lease payments and are requesting an <u>increase</u>. They were discussing the rate with family members at agenda preparation and indicated they would advise of their requested increase by the date of the Board meeting. The landowner representative did make inquiries regarding the

Mt. Gilead Container Site (Taylor portion, current rate \$750 onetime payment) Staff did not seek changes for this contract given the small size of the tract.

Each of these contracts have expired, so action is necessary for us to continue to utilize the sites.

PRIOR BOARD ACTION: Giddensville Container Site lease renewed in March 2013 at an

annual rate of \$1800.

RECOMMENDED ACTION OR MOTION:

Consider approval of revised leases

NORTH CAROLINA

LEASE

SAMPSON COUNTY

I. PARTIES

This lease, made and entered into this the _____ day of August, 2013, by and between Carl Graham Lamb and wife, Ann P. Lamb, 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:

Beginning at an iron stake located as follows: S. 78 degrees 45'W., 145 feet; thence S. 06 degrees 35'W., 145 feet from the point where the center line of State Road 1142 crosses the run of Juniper Branch, and runs thence from the Point of Beginning N. 89 degrees 10'E., 110.3 feet to an iron stake; thence S. 17 degrees 45' W., 873 feet to the Beginning, containing 4.66 acres, more or less, according to a certain map and survey made by Richard L. Kerr, Registered Land Surveyor, bearing date of May 8, 1973, a copy of which, marked Exhibit "A", is attached hereto and by reference made a part hereof.

Together with the right of ingress, egress, and regress from said 4.66 acre tract of land to State Road 1142 over a strip of land 30 feet wide, the center line of which being described as: Beginning a point S. 47 degrees W., 389 feet from the Beginning point of the above described 4.66 acre tract and runs thence @. 86 degrees W., 155 feet to a point in the center line of State Road 1142;

Together with the further right of ingress, egress, and regress from State Road 1142 to the 155 foot easement granted hereinabove over a strip of land 30 feet wide, the center line of which being described as follows: Beginning at a point S. 86 degrees W., 38 feet from the beginning point of the 155 foot easement granted hereinabove; and runs thence from the Point of Beginning so located N. 26 degrees 30' W., 80 feet to the center line of State road 1142.

The above described lands are a portion of the land described in a deed from Fannie L. Smith, Widow, to A.C. Lamb, and Carl Graham Lamb, dated March 15, 1982, and recorded in Book 986, at Page 419, of the 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 rental of \$1,200 annually. A \$1,200.00 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, Carl Graham Lamb and Ann P. Lamb, 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

Harrelle	Container	Site
Hallella	Containe	SILE

NORTH CAROLINA

LEASE

SAMPSON COUNTY

I. PARTIES

This lease, made and entered into this the _____ day of August, 2013, by and between Norwood Blanchard and Judy Blanchard, 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:

Beginning at a point on the Western R/W margin of NCSR 1007, 60' R/W, said Point of Beginning being, North 49 degrees 31 minutes 48 seconds East, 1114.26' from set p-k nail at the centerline intersection of NCSR 1007 and NCSR 1118, Sampson County, NC; thence leaving said R/W margin and running with an existing fence, North 43 degrees 40 minutes 45 seconds West, 158.75' to a fence corner; thence continuing to run with an existing fence, North 49 degrees 56 minutes 31 seconds East, 91.52' to the Point of Intersection of said fence and the Northern boundary of A. D. Ezzell, deed recorded in Deed Book 905, Page 494, Sampson County Registry, said point also being in a Southern boundary of Mollie M. Ward (N/F); thence running with the common boundary of Ezzell and Ward, South 48 degrees 48 minutes 27 seconds East, 163.85' to a point on the Western R/W Margin of NCSR 1007, said point being, North 48 degrees 48 minutes 27 seconds West, 30.52' from an existing iron pipe in the centerline of NCSR 1007; thence running with said Western R/W margin, South 51 degrees 50 minutes 03 seconds West, 106.47' to the Point of Beginning and containing 0.3633 Acres +(15,822.92 sq.ft)

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 \$2,000.00 a year which will be payable yearly. A \$2,000.00 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

· · · · · · · · · · · · · · · · · · ·	t in duplicate originals, one of which is retained
	FOR THE COUNTY OF SAMPSON
	The Honorable Billy C. Lockamy Chairman of the Board of Commissioners
	Susan J. Holder, Clerk to the Board

. .		^	A (. ·	0.4
Spi	/ey´s	Corner	Container	Site

NORTH CAROLINA

LEASE

SAMPSON COUNTY

I. PARTIES

This lease, made and entered into this the _____ day of August, 2013, by and between Anna M. Godwin, 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:

Commencing at a set pk nail at the intersection of the centerline of US Hwy 421 and a ditch, said pk nail being about North 46 deg. West 0.5 miles from the intersection of US Hwy 421 and NC Hwy. 242, Sampson County, North Carolina; thence running North 11 deg. 49 min. 35 sec. West, 89.02' to a point on the Western R/W margin of US Hwy 421 the point of beginning; thence running with said R/W North 46 deg. 00 min. 00 sec. West 127.12' to a point on said R/W margin; thence leaving said R/W margin and running North 11 deg. 59 min. 22 sec. East, 9.68' to the corner of a chain link fence; thence running with a chain link fence the following bearings and distances:

North 11 deg. 59 min. 22 sec. East, 202.52', South 74 deg. 07 min. 28 sec East, 115.96', South 44 deg. 34 min. 27 sec. West, 24.86' to a corner of said fence; thence running South 44 deg. 34 min. 27 sec. West, 10.00' to the Point of Beginning and containing .6800 acres, more or less.

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 \$1,825.00 a year which will be payable yearly. A \$1,825.00 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, Anna M. Godwin, and the County of Sampson have

executed this contract in duplicate originals, parties.	one of which is retained by each of the
	FOR THE COUNTY OF SAMPSON
	The Honorable Billy C. Lockamy Chairman of the Board of Commissioners

Susan J. Holder, Clerk to the Board

NORTH CAROLINA

LEASE

SAMPSON COUNTY

I. PARTIES

This lease, made and entered into this the _____ day of August, 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 _____ a year which will be payable yearly. A _____ 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. E and the County of Sampson have executed which is retained by each of the parties.	Bass, Michael D. Bass, and Myron B. Bass, d this contract in duplicate originals, one of
	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

SAMPSON COUNTY

I. PARTIES

This lease, made and entered into this the _____ day of August, 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. Tay executed this contract in duplicate originals parties.	lor and the County of Sampson have , one of which is retained by each of the
	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

SAMPSON COUNTY BOARD OF COMMISSIONERS

ITEM ABSTRACT			ITEM NO.	4 (g)
Meeting Date: September	9, 2013	Information C Report/Prese x Action Item Consent Ager	entation	Public Comment Closed Session Planning/Zoning Water District Issue
SUBJECT:	Appointm	ents		
DEPARTMENT:	Governing	g Body		
PUBLIC HEARING:	No			
CONTACT PERSON:	Susan J. H	older, Assistant Cou	unty Manager	
PURPOSE:	To conside	er appointments to y	various boards	and commissions

<u>Social Services Board</u> The term of Pam High ended on June 30, 2013. She had originally indicated that she did not wish to be reappointed; however, her anticipated conflicting class schedule did not materialize and she has now indicated a desire to be reappointed. The Social Services Board has also offered Mr. Franklin Brown from the Garland area as a potential appointee.

<u>Jury Commission</u> The Clerk of Court has requested that the Board appoint someone to serve on the Jury Commission for the next biennium term. He has recommended Vickie Bass as a potential appointee.

<u>Workforce Development Commission</u> 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.

<u>Parks and Recreation Board</u> In 2010, when the parks and recreation programs were streamlined, the Board of Commissioners also re-organized the Parks and Recreation Board, paring down the membership to two persons per district. At their recent quarterly meeting, the Parks and Recreation Board submitted the attached roster of appointees and terms for Board consideration.

<u>Economic Development Commission</u> Economic Developer John Swope has submitted the attached letter with regard to the reappointment of four of the Commission's current members: Anthony Sessoms, Lamont Parker, Chuck Spell and Dewayne West. The EDC has also recommended the addition of a non-voting position representing the Transportation Advocacy Group (TAG). The Board could appointment this seat as the "Chairman of the TAB or his designee" to allow for greatest flexibility in the TAG committee's representation.

Susan Holder

From: Heather Matthews

Sent: Friday, August 30, 2013 3:09 PM

To: Susan Holder

Cc:Sarah Bradshaw; Louise EzzellSubject:County DSS Board Appointment

Good afternoon Susan. The purpose of this email is to provide you with a name recommended by our current DSS Board to fill the County appointed vacancy. Our Board Chair, Louise Ezzell, has had a conversation with Commissioner McLamb who instructed our DSS Board to provide the county with this recommendation. The DSS at this time are recommended Mr. Franklin Brown of the Garland community as a replacement for the vacated seat. Please let me know any pertinent information that you need to present this information to the Board of Commissioners.

Thank you,

Heather Matthews

Administrative Assistant II/Clerical Supervisor
Sampson County Dept of Social Services

P O Box 1105 Clinton NC 28329 Office: (910) 592-7131 ext. 3211

Fax: (910) 592-3763

Heather.Matthews@sampsondss.net

Email correspondence to and from this address is subject to the North Carolina Public Records Law and may be disclosed to third parties by an authorized State official. Unauthorized disclosure of juvenile, health, legally privileged, or otherwise confidential information, including confidential information relating to an ongoing State procurement effort, is prohibited by law. If you have received this e-mail in error, please notify the sender immediately and delete all records of this e-mail.

Email correspondence to and from this address is subject to the North Carolina Public Records Law and may be disclosed to third parties by an authorized State official. Unauthorized disclosure of juvenile, health, legally privileged, or otherwise confidential information, including confidential information relating to an ongoing State procurement effort, is prohibited by law. If you have received this e-mail in error, please notify the sender immediately and delete all records of this e-mail.

Susan Holder

From: Carter, Sharon E. <Sharon.E.Carter@nccourts.org>

Sent: Tuesday, August 06, 2013 12:56 PM

To: Susan Holder

Subject: RE: Jury Commission

Good Afternoon,

I spoke with Mr. Naylor and he suggested Mrs. Vickie Bass whose address is 4130 Taylors Bridge Hwy Clinton, N.C. 28328

Her phone number is 592-4075. If this is not acceptable we would like for this individual to be from the southern Sampson if possible.

Thank you,

Sharon

Sharon E. Carter

Deputy Clerk/Administrative Asst. 101 E. Main St. Clinton, NC 28328 910-596-6633

From: Susan Holder [mailto:susanh@sampsonnc.com]

Sent: Tuesday, August 06, 2013 12:17 PM

To: Carter, Sharon E. **Subject:** Jury Commission

Sharon,

Just an update - the BOC tabled any action on the Jury Commission appointment last evening. Commissioner McLamb did not have a recommendation at this time. Do you know if Mr. Naylor has anyone in mind he would like to recommend?

Susan J. Holder

Assistant County Manager Sampson County 406 County Complex Road, Bldg C Clinton, North Carolina 28328

Tel: 910/592-6308 x 2222

Fax: 910/592-1945 www.sampsonnc.com

E-mail correspondence to and from this address may be subject to the North Carolina public records laws and if so, may be disclosed.



Proposed Advisory Board Members

Member:

Neil Baggett (N) 2012-2014

Baptist Chapel Rd. Autryville, NC 28318 567-2588

Tara Williams McPhail (N) 2013-2015

693 Vander Rd. Salemburg, NC 28385 990-0127

Doug Burley (S) 2012-2014

2205 Wallace Rd. Harrells, NC 28444 532-4660

Allen Cannon (S) 2013-2015

6080 Moseley Ave. Clinton, NC 28328 592-7744

JD Suggs (E) 2013-2015

1589 Hunter Rd. Clinton, NC 28328 564-5296

Amanda Bradshaw (E) 2013-2015

2185 Bradshaw Rd. Clinton, NC 28328 564-5494

Steve Honrine (W) 2012-2014

2257 Bearskin Rd. Salemburg, NC 28385 385-7950

Clark Hoenycutt (W) 2013-2015

3224 N. Salemburg Hwy. Salemburg, NC 28385 564-2159

Susan Holder

From: Rosalind Cross <rcros422@cccc.edu>
Sent: Tuesday, August 06, 2013 4:39 PM

To: Susan Holder

Subject: Re: Triangle South Appointments and Recommendations

Good afternoon Ms. Holder,

Thank you for the information regarding the reappointment of Alonza Royal. You are correct in that we do not need an additional nomination form on this end. I do appreciate your willingness to send a reappointment letter for my files.

I do believe that a CBO can be appointed from Tarheel Academy and appreciate your mentioning them. I will also reach out to our current members from Sampson for recommendations to the board as well. For now, we have two private sector vacancies (including Chuck's now vacant post) and one CBO making a total of three vacancies for Sampson.

Best regards,

Rosalind

On Tue, Aug 6, 2013 at 12:03 PM, Susan Holder <susanh@sampsonnc.com> wrote:

Ms. Cross,

In session last evening, the Sampson County Board of Commissioners voted to recommend to the WDB the reappointment of Alonzo Royal. We have assumed that no nomination form is required as he is currently serving. I will forward you separately a copy of his reappointment letter for your files.

The Board did not take any action on the private sector appointments or the community-based organization appointment. At one time, someone from the Tarheel Challenge Program served as a CBO appointee. As you probably remember, the Tarheel Challenge program seeks to improve the life-coping skills and employment potential of high school dropouts or expellees. Would a member of that organization meet the requirements of a CBO representative in your opinion?

Susan J. Holder

Assistant County Manager

Sampson County

406 County Complex Road, Bldg C



Perfectly Positioned.

August 22, 2013

The Honorable Jarvis McLamb Vice Chairman Sampson County Board of Commissioners 406 County Complex Road Clinton, North Carolina

Dear Commissioner McLamb:

We are writing on behalf of the members of the Sampson County Economic Development Commission (EDC) Advisory Board to convey their recommendations as to the appointment of Members to serve on this Advisory Board. As of June 30, 2013 the current terms of Anthony Sessoms, Lamont Parker, Chuck Spell and Dewayne West ended as Appointed/Voting Members of the EDC Advisory Board.

Each of these four Members has indicated their desire to continue to serve on the EDC Advisory Board. At the August 2013 Meeting of the Advisory Board the full Board approved recommending the reappointment of these four Members to serve another three year term on this Advisory Board. For your information I have provided the below two points of the EDC By-Laws.

- Members will continue to serve their current terms until action on this is taken by the Sampson County Board of Commissioners.
- The number of consecutive terms a Board Member can serve and the reappointment of Board Members will be determined by the standing policy of the Sampson County Board of Commissioners.

Additionally the Advisory Board would like to recommend that the Board of Commissioners consider the creation of a new Ex-officio, Non-Voting, Advisory board position for the Chairman of the Sampson County Transportation Advisory Group (TAG). With the critical nature of transportation to Sampson County economic vitality and the recent activities of the TAG it was believed this would be a good

We greatly appreciate your assistance in this matter and welcome your inquiry.

Sincerely yours,

John D. Swope Executive Director

Sampson County EDC Advisory Board

C: Ed Causey, Sampson County Manager

406 County Complex Road, Suite 130 PO Box 1061, Clinton, NC 28329

p (910) 592-8921 f (910) 596-0998 www.sampsonedc.com

SAMPSON COUNTY BOARD OF COMMISSIONERS

ITEM A	BSTRACT	ITEM NO.	5
Meeting Date:	September 9, 2013	Information Only Report/Presentation Action Item x Consent Agenda	Public Comment Closed Session Planning/Zoning Water District Issue
SUBJECT:	Consent A	genda	
DEPARTMEN	T: Administra	ation/Multiple Departments	
ITEM DESCRI	PTIONS/ATTACHMEN	TS:	
a.	Adopt a resolution procla	aiming September as Alcohol an	d Drug Recovery Month
b.	Approve a request from	the Health Department for an in	crease in laboratory fees
C.	1 1	ct #3 Medical Transportation Secondarialized Contract) for dialysis pa	
d.	Approve requested revis	ions to the Sampson-Clinton Lib	rary Registration and Lending
e.	Approve the contract bet County Schools for School	ween Sampson County Health I ol Nursing Services	Department and Sampson
f.	2007 and 2007-2008; to de	quest to destroy rental contracts, estroy paid invoice files 2006-200 document files 2006-2007 and 2	97, 2007-2008; to destroy
g.	Approve disabled vetera Sheryl Ann Jackson, and	ns tax exclusion applications fro Paul M. Thurston	m Thomas George Hayes,
h.	Approve tax refunds		
i.	Approve budget amendr	nents	
RECOMMENI	DED		

ACTION OR MOTION: Motion to approve Consent Agenda as presented

PROCLAMATION

WHEREAS, treatment and recovery improve a community's welfare and provide a renewed outlook on life for those who struggle with substance abuse disorders and their family and friends;

WHEREAS, recent studies show that 23.2 million people aged 12 or older in the United States needed treatment for a substance abuse disorder, and that 5.4 million adults also suffered from a concurrent mental illness;

WHEREAS, additional studies have indicated that 8.9% of people who made an effort to get treatment, but did not receive it, were concerned that receiving treatment might cause neighbors or community members to have negative opinions of them. However, most say they would not have a negative opinion of a relative or friend in recovery from an addition;

WHEREAS, resources exist online and in our communities to increase people's awareness about how substance abuse disorders affect children, families, and our society;

WHEREAS, such education is essential to overcoming misconceptions and achieving long-term recovery; and

WHEREAS, to help achieve this goal, the U.S. Department of Health and Human Services; Substance Abuse and Mental Health Services Administration; the White House Office of National Drug Control Policy; and Eastpointe invite all residents of Bladen, Columbus, Duplin, Edgecombe, Greene, Lenoir, Nash, Robeson, Sampson, Scotland, Wayne and Wilson Counties to participate in the recognition of "National Alcohol and Drug Addiction Recovery Month".

NOW, THEREFORE, the Eastpointe Board of Directors, does hereby proclaim the month of September, 2013 as

"ALCOHOL and DRUG ADDICTION RECOVERY MONTH"

in the Eastpointe catchment area, and calls upon citizens to observe this month with appropriate programs, activities, and ceremonies supporting our theme of:

"Join the Voices for Recovery: Together We Learn -- Together We Heal."

This the 2 day of August, 2013.

Eastpointe Board Chair

MEMORANDUM

TO: Ed Causey, County Manager

FROM: Wanda Robinson, Health Director

DATE: August 27, 2013

SUBJECT: Board of County Commissioner Agenda Items

We are submitting the item listed below for approval by the Board of County Commissioners. This was approved by the Board of Health.

Increase in Laboratory Fees.

Effective July 1, 2013, The North Carolina State Laboratory of public health made changes in the fee schedule for local health departments. The fee established per 10A NCAC 42 .0007 (Pap Smear Fees) and pursuant to G.S. 130A-5 (15) for analyzing clinical Pap smear specimens for non-Medicaid eligible women sent to the North Carolina State Public Health Laboratory by local health departments and state owned facilities and for reporting the results. The current fee for this service is \$18.38.

The new fee options proposed and adopted by the board of health are listed below:

Pap test only-\$14.41

Pap test plus HPV if ASC-US (reflex HPV)= \$44.68

Pap plus HPV (co-testing)- \$14.41 + \$44.68= \$59.09

These new fees will need to be retroactive July 1st, 2013.

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CONTRACT # 3 FISCAL YEAR BEGINS OCTOBER 1, 2013 ENDS JUNE 30, 2015 MEDICAID TRANSPORTATION SERVICES (SPECIALIZED CONTRACT)

This contract is hereby entered into by and between the Sampson County Department of Social Services (the "County") and Sampson Area Transportation (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number is 56-6000338 and DUNS Number (optional).

- 1. Contract Documents: This Contract consists of the following documents:
 - (1) This contract
 - (2) The General Terms and Conditions (Attachment A)
 - (3) The Scope of Work, description of services, and rate (Attachment B)
 - (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
 - (5) Conflict of Interest (Attachment D)
 - (6) Federal Certification Regarding Environmental Tobacco Smoke (Attachment E)
 - (7) Federal Certification Regarding Lobbying (Attachment F)
 - (8) Federal Certification Regarding Debarment (Attachment G)
 - (9) HIPAA Business Associate Addendum (Attachment H)
 - (10) Certification of Transportation (Attachment I)
 - (11)Contract Determination Questionnaire

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

- 2. Precedence among Contract Documents: In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.
- 3. Effective Period: This contract shall be effective on October 1, 2013 and shall terminate on June 30, 2015,
- **4. Contractor's Duties:** The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.
- **5.** County's Duties: The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$40,920.00. This amount consists of \$40,920.00 in Federal funds (CFDA #93.645), \$ 0. in State Funds, \$0. in County funds

□ b. The Contractor's matching requirement is \$□ In-kind□ Cash and In-kind	, which shall consist of: ☐ Cash ☐ Cash and/or In-kind		

The contributions from the Contractor shall be sourced from non-federal funds. The total contract amount including any Contractor match shall not exceed \$40,920.00.

6. Reporting Requirements:

Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular A-133. and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

7. Payment Provisions:

Payment shall be made in accordance with the Contract Documents as described in the Scope of Work detailed in Attachment B, Item E.

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

For the County:

IF DELIVERED I	BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS		
Name & Title	Sarah W. Bradshaw, Director	Name & Title	Sarah W. Bradshaw, Director	
County	Sampson	County	Sampson	
Mailing Address	PO Box 1105	Street Address	360 County Complex Rd, suite 100	
City, State, Zip	Clinton, NC 28329	City, State, Zip	Clinton, NC 28328	
Telephone	910-592-7131			
Fax	910-592-4297			
Email	sarah.bradshaw@sampsondss.net			

For the Contractor:

IF DELIVERED E	BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS		
Name & Title	Lorie Sutton, Director	Name & Title	Lorie Sutton, Director	
Company Name	Sampson County Dept. of Aging	Company Name	Sampson County Dept. of Aging	
Mailing Address	405 County Complex Rd., Suite 140	Mailing Address	405 County Complex Rd., Suite 140	
City State Zip	Clinton, NC 28328	City State Zip	Clinton, NC 28328	
Telephone	910-592-4653			
Fax	910-591-2142			
Email	lbsutton@sampsonnc.com			

9. Supplementation of Expenditure of Public Funds:

The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services.

10. Disbursements:

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

- (a) Implement adequate internal controls over disbursements;
- (b) Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
- (c) Assure adequate control of signature stamps/plates;
- (d) Assure adequate control of negotiable instruments; and
- (e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

11. Outsourcing to Other Countries:

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

12. Federal Certifications:

Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

13. Specific Language Not Previously Addressed:

This contract is conditioned upon DSS verifying that the Contractor meets all Contract requirements. No units will be referred to the Contractor until DSS has verified all Contract requirements are met. After the initial verification, if it becomes apparent the requirements are no longer being met, the Contract will be suspended until such time that the requirements are met.

14. Signature Warranty:

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

The Contractor and the County have executed this contract in triplicate originals, with one original for Contractor, one for County and one for the Finance Office.

Signature	Date
Lorie B. Sutton	Director
Printed Name	Title
SAMPSON COUNTY	
Signature	Date
Sarah W. Bradshaw_	Director
Printed Name	Title
Signature (must be legally authorized to sign contracts for County)	Date
Edwin W. Causey	County Manager
Printed Name	Title
This instrument has been pre-audited in the manner required by the Local G Act.	overnment Budget and Fiscal Contro
Signature	Date
David K. Clack	County Finance Officer_
Printed Name	Title

ATTACHMENT A GENERAL TERMS AND CONDITIONS

Relationships of the Parties

Independent Contractor: The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the County.

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the County. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The County shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may:

- (a) Forward the Contractor's payment check(s) directly to any person or entity designated by the Contractor, or
- (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).

In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the County and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the County and Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County and any of their officers, agents and employees, from any claims of third parties arising out or any act or omission of the Contractor in connection with the performance of this contract.

Insurance: During the term of the contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

- (a) Worker's Compensation The contractor shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
- (b) Commercial General Liability General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- (c) Automobile Liability Insurance: The Contractor shall provide automobile liability insurance with a combined single limit of \$500,000.00 for bodily injury and property damage; a limit of \$500,000.00 for uninsured/under insured motorist coverage; and a limit of \$2,000.00 for medical payment coverage. The Contractor shall provide this insurance for all automobiles that are:
 - (a) owned by the Contractor and used in the performance of this contract;
 - (b) hired by the Contractor and used in the performance of this contract; and
 - (c) Owned by Contractor's employees and used in performance of this contract ("nonowned vehicle insurance"). Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner's liability insurance.

The Contractor is not required to provide and maintain automobile liability insurance on any vehicle – owned, hired, or non-owned -- unless the vehicle is used in the performance of this contract.

- (d) The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.
- (e) The Contractor understands and agrees that the insurance coverage minimums specified in

- subparagraph (a) are not limits, or caps, on the Contractor's liability or obligations under this contract.
- (f) The Contractor may obtain a waiver of any one or more of the requirements in subparagraph (a) by demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.
- (g) The Contractor may obtain a waiver of any one or more of the requirements in paragraph (a) by demonstrating that it is self-insured and that its self-insurance provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.
 - (h) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the Contractor and is of the essence of this contract.
 - (i) The Contractor shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.
 - (j) The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.
 - (k) The Contractor shall require its subcontractors to comply with the requirements of this paragraph.
 - (I) The Contractor shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance to the County before the Contractor begins work under this contract.

Transportation of Clients by Contractor:

The contractor will maintain Insurance requirements if required as noted under Article 7 Rule R2-36 of the North Carolina Utilities Commission.

Default and Termination

Termination Without Cause: The County may terminate this contract without cause by giving 30 days written notice to the Contractor.

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to

the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the County of any default or breach in compliance with the terms of this contract by the Provider shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the County and the Contractor and attached to the contract.

Availability of Funds: The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the County.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this contract are the exclusive property of the County. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

Federal Intellectual Property Bankruptcy Protection Act: The Parties agree that the County shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

Compliance with Applicable Laws

Compliance with Laws: The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct

of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Title VI, Civil Rights Compliance: In accordance with Federal law and U.S. Department of Agriculture (USDA) and U.S. Department of Health and Human Services (HHS) policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. Under the Food Stamp Act and USDA policy, discrimination is prohibited also on the basis of religion or political beliefs.

Equal Employment Opportunity: The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the County determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the County may require to ensure compliance.

Trafficking Victims Protection Act of 2000:

The Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104)

Executive Order # 24: It is unlawful for any vendor, contractor, subcontractor or supplier of the state to make gifts or to give favors to any state employee. For additional information regarding the specific requirements and exemptions, contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the County. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Division. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

Warranties and Certifications

Date and Time Warranty: The Contractor warrants that the product(s) and service(s) furnished pursuant to this contract ("product" includes, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) that perform any date and/or time data recognition function, calculation, or sequencing will support a four digit year format and will provide accurate date/time data and leap year calculations. This warranty shall survive the termination or expiration of this contract.

Certification Regarding Collection of Taxes: G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Contractor certifies that it and all of its affiliates (if any) collect all required taxes.

Miscellaneous

Choice of Law: The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive

venue for any legal proceedings shall be the county is which the contract originated. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be the county where the contract originated, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Contractor.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the County. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates established in County policy.

Sales/Use Tax Refunds: If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

ATTACHMENT B SCOPE OF WORK

Contract #3 Federal Tax Id. 56-6000338

A. (CONTR	ACTOR	INF	ORMA	TION
------	-------	-------	-----	------	------

1.	Contractor	Agency Name: S	Sampson Area Transportation		
2.	If different from Contract Administrator Information in General Contract:				
	Address	SAME			
3.	3. Name of Program (s): Medicaid Transportation				
4.	Status:	Nublic Public	Private, Not for Profit	Private, For Profit	
5.	Contractor	's Financial Repor	ting Year July 1 through Jui	ne 30	

B. Explanation of Services to be provided and to whom (include SIS Service Code):

To provide appropriate Non-Emergency Medical transportation to fully eligible clients certified for Medicaid:

- A copy of the Certificate of Insurance must be submitted to the County on an annual basis. The Contractor must meet statutory requirements for their classification and operator responsibilities. Currently, \$1.5 million liability insurance coverage is required on vehicles with a seating capacity of 15 passengers or less and bodily injury insurance per individual pursuant to NC Utilities Commission Chapter 2, Article 7, Rule 02-36.
- If a commercial vehicle (16 passengers or more) is used to provide client transportation services, the Contractor must provide a copy of the Private Contractor's Certificate of Insurance documenting that the County's Director or designee is an "additional insurer." Current liability insurance coverage is \$5 million for commercial vehicles.
- The Contractor shall report any changes in insurance provider, business ownership or management, or exclusion from participation in Medicare or NC Medicaid to the County within twenty-four (24) hours of the change.
- All insurance claims or inquiries will be handled directly through the Contractor.
- The Contractor will ensure that the driver(s), operating the vehicle for the service, that is being provided, is at least 18 years of age and holds a valid operator's license issued by the North Carolina Division of Motor Vehicles appropriate to the vehicle(s), which will be used to transport the County's clients in accordance with the General Statutes of North Carolina.
- Each vehicle used to transport the County's clients must have a valid State registration and State inspection. The Contractor will notify the County within fifteen (15) days if a vehicle has been added or removed from the fleet..
- The Contractor will participate in an ongoing random alcohol and drug testing program which meets the requirements of the Federal Transit Authority. The Contractor is contractually obligated to pay for the alcohol and drug testing program.
- The Contractor shall perform criminal background checks on all drivers prior to employment and every three years thereafter to ensure the driver has not been convicted of or plead guilty to felony drug charges, assault, abuse and/or neglect, murder, exploitation, terrorism or sex offenses.
- The Contractor will have a driver screening policy and review the driving record of all drivers who transport recipients every 12 months. Drivers must have no more than two chargeable accidents or moving violations in the past three years and must not have a driver's license suspension or revocation within the past five years.
- The Contractor will maintain records documenting compliance with all vehicle and employee requirements specified above.
- The Contractor shall agree that no more than one quarter of one percent of all trips be missed by the Contractor during the course of the contract year.
- The Contractor shall meet on-time performance standards such that no more than five percent of trips should be late for recipient drop off to their appointment per month.
- The Contractor will provide names of all owners, managers, management entities and subcontractors to the County.
- The Contractor will notify the County of any owners, managers, management entities and subcontractors that have been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid or CHIP since the inception of those programs.
- The Contractor will notify the County within 35 days of the date of a request, full and complete information concerning the ownership of any subcontractor with whom a transaction totaling more than \$25,000.00 during the 12 month period ending on the date of the request and of any significant business transactions between the Contractor and any wholly owned supplier/subcontractor during the 5 year period ending on the date of the request.

- All books and records maintained by the Contractor pertaining to this agreement will be open and made available for on-site
 monitoring by the County and all other levels of State and Federal personnel during normal business hours and upon reasonable
 notice for the purpose of inspections and audits.
- The Contractor shall report information to the County for each recipient who fails to be available for a scheduled transportation pick up (no-shows) on a daily basis, and information about cancellations on a monthly basis. The County does not pay for no-shows or driver wait time.
- The Contractor shall record and provide to the County a record of all recipient complaints which deal with matters under the Contractor's control. The record shall contain the recipient's name, recipient's Medicaid identification number, date the complaint was made, the nature of the complaint and what steps were taken to resolve the complaint.
- The Contractor will have a written policy and procedure regarding how drivers handle and report incidents, including client emergencies, vehicle breakdowns, accidents and other service delays.
- The Contractor will use the provided transportation billing codes on invoices to the county DSS that are submitted for payment of services provided.
- The County will make specific written referrals to the Contractor by 5:00 PM each County workday with the date of all scheduled trips. It is the responsibility of the Contractor to pick up all referrals from the County by 5:00 PM each County workday. The referral will include the name of the client, Medicaid Individual ID Number, date of requested service, medical provider destination, appointment time, directions to client's home (address and telephone number), and any special needs; i.e., attendant is needed to ride with the client, and the client's ambulation needs. The County may make additional request by telephone and follow up with a faxed referral for same day travel for urgent situations. The Contractor will provided transportation as needed, twenty-four hours a day, seven days a week.
- The Contractor will ensure that only services and stops will be provided as specified on the transportation referral.
- The Contractor must ensure all local oncology and dialysis patients are picked up no later than thirty (30) minutes from completion of their medical visit.
- The County will arrange for an attendant to assist a client when deemed medically necessary by a physician. At other times, the Contractor is required to provide minimal assistance to clients, when needed.
- The Contractor must use proper judgment in meeting the needs of the County's clients. Although frequent stops are not acceptable, the client's request to stop at a restroom or to attend to other urgent health matters would be acceptable.
- All of the Contractor's employees that will be transporting the County's clients to medical providers must wear uniforms. The uniforms must have the names of the Contractor and the employee clearly visible on them. The Contractor must maintain an adequate fleet of vehicles and drivers to accommodate the needs of the County's clients. As the demand for utilization increases, the fleet and drivers must increase proportionately. The fleet of vehicles must be properly equipped to meet the special needs of all of the County's clients. The fleet should be equipped to transport wheelchairs, motorized scooters and any other device or equipment utilized by the County's clients.
- The Contractor will provide initial and ongoing training to all of their staff on acceptable customer service and ethical behavior.
- Private paying passengers may not be transported with the County's clients.
- The Contractor will maintain all vehicles used at all times to provide this service in a safe and operable condition. Safe and operable condition means, the vehicle must be able to pass a North Carolina safety inspection at all times, and have working heat and air conditioning. All vehicles must be furnished with telephones or radios for emergency situations. Vehicles transporting clients covered by this contract must have decals that identify the Contractor. When transporting the County's clients, all federal and state requirements must be followed concerning child restraints. Further, the Contractor shall comply with all applicable laws, ordinances, codes, rules, and regulations in performing the service called for in this agreement. This includes respecting the confidentiality rights of the County's clients. The Contractor must also comply with Title VI of the Civil Rights Act of 1964 as provided in 45 C.F.R. Section 80.3(b), that reads "A recipient under any program to which this part applies may not, directly or through contractual or other arrangements, on grounds of race, or color, or national origin: Deny an individual any service, financial aid, or other benefit provided under this program, or provide any service, financial aid, or other benefit to an individual which is different, or is provided in a different manner, from that provided to others in the program. In complying with Title VI of the Civil Rights Act of 1964, the Contractor must ensure that effective bilingual/interpreter services and or telephone language lines are provided to serve the needs of the County's limited English-speaking clients.
- The Contractor must maintain an adequate fleet of vehicles and staff to ensure clients are not subjected to excessive wait times even if this requires additional trips. Clients with appointments within a 60-mile radius from their home should not be picked up more than two hours in advance of their scheduled appointments. The Contractor will ensure that clients reach their appointments on time and should not have to wait over one hour upon completion of their appointment to be picked up for their return transport home. The Contractor will ensure that at least two vehicles will be sent for the Raleigh, Durham, and Chapel Hill appointments. At least one vehicle should be dispatched for morning appointments and at least one vehicle dispatched for afternoon appointments in order to prevent excessive wait times for clients when going to or returning home from their appointment. In the event an unforeseen situation arises that will prevent the Contractor from transporting clients to their appointments on time, the Contractor should notify the County immediately.
- The Contractor will meet monthly, for the first three months of this contract period, with the County to discuss and resolve any issues between either parties. At the end of this period, the Contractor and the County will meet at least bi-monthly.

C. R	ate per	unit of	Service	(reimburs	able	mile	driven)
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Negotiated County Rate - \$1.24 per reimbursable mile Maximum reimbursement under this contract is \$40,920.00 per fiscal year.

D. Number of units to be provided:

Estimated 33,000 reimbursable miles per fiscal year with a maximum reimbursement of \$40,920.00 per fiscal year.

E. Details of Billing process and Time Frames:

Contractor will submit to the County on or before the 5^{th} day of the month after the month of service an invoice based on the rates in Section C above for the cost of the Transportation Services rendered during the month. Contractor will utilize all mutually agreed upon invoice documents which must include appropriate billing codes per all relevant policy. If documents are submitted timely, Contractor will be paid on the 20^{th} day of the month of submission.

F. Area to be served/Delivery site(s): Sampson County, Chapel Hill, Dunn, Durham, Carolina.	Fayetteville, Goldsboro, Raleigh, Wilmington and other service areas in North
Sarah W. Bradshaw	Lorie B. Sutton
	Date

ATTACHMENT C CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS AND CERTIFICATION REGARDING NONDISCRIMINATION

Sampson County Department of Social Services

- I. By execution of this Agreement the Contractor certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Contractor's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - C. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (A);
 - D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the agreement, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - E. Notifying the County within ten days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction;
 - F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

II. The site(s) for the performance of work done in connection with the specific agreement are listed below:

Sampson County, Chapel Hill, Dunn, Durham, Fayetteville, Goldsboro, Raleigh, Wilmington and other service areas in North Carolina.

Contractor will inform the County of any additional sites for performance of work under this agreement.

False certification or violation of the certification shall be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment

Section 4 CFR Part 85, Section 85.615 and 86.620.

Certification Regarding Nondiscrimination

The Vendor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

	Director	
Signature – Lorie B. Sutton	Title	
Sampson Area Transportation	 Date	

ATTACHMENT D CONFLICT OF INTEREST POLICY

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

- A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.
- B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.
- C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:
 - 1. The Board member or other governing person, officer, employee, or agent;
 - 2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
 - 3. An organization in which any of the above is an officer, director, or employee;
 - 4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.
- D. **Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.
- E. **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists. In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.
- **F. Violations of the Conflicts of Interest Policy --** If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.
- **G. Record of Conflict** -- The minutes of the governing board and all committees with board delegated powers shall contain:
 - 1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.

arrangement, and a record of any votes to	aken in connection with the proceedings.
Approved by:	
Sampson Area Transportation Name of Organization	
Signature of Organization Official	
Date	
NOTARIZED	CONFLICT OF INTEREST POLICY
State of North Carolina	
County of <u>Sampson</u>	
certify that <u>Lorie B. Sutton</u> persona he/she is <u>Director</u> of <u>Sampson</u> as the act of the Organization, affirmed	, Notary Public for said County and State, ally appeared before me this day and acknowledged that Area Transportation _ and by that authority duly given and d that the foregoing Conflict of Interest Policy was adopted other governing body on the1st day of
Sworn to and subscribed before me this _	, day of,,
(Official Seal)	Notary Public
My Commission expires	, 20

2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or

ATTACHMENT E CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Sampson County Department of Social Services

Certification for Contracts, Grants, Loans and Cooperative Agreements

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this application, the Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards which contain provisions for children's services and that all subgrantees shall certify accordingly.

	Director	
Signature	Title	
Common Augo Tronomortotion		
Sampson Area Transportation Agency/Organization	Date	

ATTACHMENT F CERTIFICATION REGARDING LOBBYING

Sampson County Department of Social Services Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

Notwithstanding other provisions of federal OMB Circulars A-122 and A-87, costs associated with the following activities are unallowable:

Paragraph A.

- (1) Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activity;
- (2) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections:
- (3) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity), or with any Government official or employee in connection with a decision to sign or veto enrolled legislation;
- (4) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign; or
- (5) Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.

The following activities as enumerated in Paragraph B are excepted from the coverage of Paragraph A:

Paragraph B.

- (1) Providing a technical and factual presentation of information on a topic directly related to the performance of a grant, contract or other agreement through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof, in response to a documented request (including a Congressional Record notice requesting testimony or statements for the record at a regularly scheduled hearing) made by the recipient member, legislative body or subdivision, or a cognizant staff member thereof; provided such information is readily obtainable and can be readily put in deliverable form; and further provided that costs under this section for travel, lodging or meals are unallowable unless incurred to offer testimony at a regularly scheduled Congressional hearing pursuant to a written request for such presentation made by the Chairman or Ranking Minority Member of the Committee or Subcommittee conducting such hearing.
- (2) Any lobbying made unallowable by subparagraph A (3) to influence State legislation in order to directly reduce the cost, or to avoid material impairment of the organization's authority to perform the grant, contract, or other agreement.
- (3) Any activity specifically authorized by statute to be undertaken with funds from the grant, contract, or other agreement.

Paragraph C.

- (1) When an organization seeks reimbursement for indirect costs, total lobbying costs shall be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs in accordance with the procedures of subparagraph B.(3).
- (2) Organizations shall submit, as part of the annual indirect cost rate proposal, a certification that the requirements and standards of this paragraph have been complied with.
- (3) Organizations shall maintain adequate records to demonstrate that the determination of costs as being allowable or unallowable pursuant to this section complies with the requirements of this Circular.
- (4) Time logs, calendars, or similar records shall not be required to be created for purposes of complying with this paragraph during any particular calendar month when: (1) the employee engages in lobbying (as defined in subparagraphs (a) and (b)) 25 percent or less of the employee's compensated hours of employment during that calendar month, and (2) within the preceding five-year period, the organization has not materially misstated allowable or unallowable costs of any nature, including legislative lobbying costs. When conditions (1) and (2) are met, organizations are not required to establish records to support the allowablily of claimed costs in addition to records already required or maintained. Also, when conditions (1) and (2) are met, the absence of time logs, calendars, or similar records will not serve as a basis for disallowing costs by contesting estimates of lobbying time spent by employees during a calendar month.
- (5) Agencies shall establish procedures for resolving in advance, in consultation with OMB, any significant questions or disagreements concerning the interpretation or application of this section. Any such advance resolution shall be binding in any subsequent settlements, audits or investigations with respect to that grant or contract for purposes of interpretation of this Circular; provided, however, that this shall not be construed to prevent a contractor or grantee from contesting the lawfulness of such a determination.

Paragraph D.

Executive lobbying costs. Costs incurred in attempting to improperly influence either directly or indirectly, an employee or officer of the Executive Branch of the Federal Government to give consideration or to act regarding a sponsored agreement or a regulatory matter are unallowable. Improper influence means any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a federally sponsored agreement or regulatory matter on any basis other than the merits of the matter.

	<u>Director</u>	
Signature	Title	
Sampson Area Transportation_		
Agency/Organization	Date	

ATTACHMENT G CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSIONLOWER TIER COVERED TRANSACTIONS

Sampson County Department of Social Services

Instructions for Certification

- 1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- 2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant will provide immediate written notice to the person to which the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency of which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

	spective
Director	

104

Signature Title

Sampson Area Transportation

Agency/Organization Date

ATTACHMENT H

DEPARTMENT OF HEALTH AND HUMAN SERVICES BUSINESS ASSOCIATE ADDENDUM

Sampson County Department of Social Services

This Agreement is made effective the 1st day of October, 2013, by and between Sampson County Department of Social Services ("Covered Entity") and Sampson Area Transportation ("Business Associate") (collectively the "Parties").

1. BACKGROUND

- a. Covered Entity and Business Associate are parties to a contract entitled Medicaid Transportation Services (the "Contract"), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. Covered Entity is an organizational unit of Sampson County as the Sampson County Department of Social Services (DSS) as a health care component for purposes of the HIPAA Privacy Rule.
- c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a "business associate" within the meaning of the HIPAA Privacy Rule.
- d. The Parties enter into this Business Associate Addendum to the Contract with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate, and may allow a business associate to create or receive protected heath information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. **DEFINITIONS**

Unless some other meaning is clearly indicated by the context, the following terms shall have the following meaning in this Agreement:

- a. "HIPAA" means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- b. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- c. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- d. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- e. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.103.
- f. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his designee.
- g. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy Rule.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

- f. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- g. Business Associate agrees, at the request of the Covered Entity, to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526.
- h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Sampson County Department of Social Services, in a time and manner designated by the Secretary, for purposes of the Sampson County Department of Social Services determining Covered Entity's compliance with the Privacy Rule.
- i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, and to provide this information to Covered Entity or an Individual to permit such a response.

4. PERMITTED USES AND DISCLOSURES

- a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Contract permits, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure:
 - 1) would not violate the Privacy Rule if done by Covered Entity; or
 - 2) would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information as necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that:
 - 1) disclosures are Required By Law; or
 - 2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- d. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- e. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the Contract or other applicable law or agreements.

5. TERM AND TERMINATION

- a. **Term**. This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.
- b. **Termination for Cause**. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
 - 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - 2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or

3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.

c. Effect of Termination.

- 1) Except as provided in paragraph (2) of this section or in the Contract or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- 2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. GENERAL TERMS AND CONDITIONS

- a. This Agreement amends and is part of the Contract.
- b. Except as provided in this Agreement, all terms and conditions of the Contract shall remain in force and shall apply to this Agreement as if set forth fully herein.
- c. In the event of a conflict in terms between this Agreement and the Contract, the interpretation that is in accordance with the Privacy Rule shall prevail. In the event that a conflict then remains, the Contract terms shall prevail so long as they are in accordance with the Privacy Rule.
- d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract for cause.

SIGNATURES:		
Date:		

Rev. 7-1-2013

ATTACHMENT I CERTIFICATION REGARDING TRANSPORTATION

Sampson County Department of Social Services

By execution of this Agreement the Contractor certifies that it will provide safe client transportation by:

- 1. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;
- 2. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;
- 3. Insuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;
- 4. Insuring that the contractor shall have written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractor notifies the Sampson County Department of Social Services;
- 5. Insuring that no more than one quarter of one percent of all trips be missed by the contractor during the course of the contract period;
- 6. Insuring that that no more than five percent (5%) of trips should be late for recipient drop off to their appointment per month;
- 7. Contractor will maintain records documenting the following (County may require contractor to provide):
 - a. Valid current copies of Drivers License for all drivers;
 - b. Current valid Vehicle Registration, for all vehicles transporting clients;
 - c. Driving records for all drivers for the past three years and with annual updates;
 - d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
 - e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.
- 8. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs (*signature on this form confirms this statement*).

Signature	<u>Director</u> Title	
_Sampson Area Transportation		
Agency/Organization	Date	

	CONTRACT PROVIDED NAME: Common Anna Transmartation		
	CONTRACT PROVIDER NAME: <u>Sampson Area Transportation</u>		
	CONTRACT NUMBER: 3		
	CONTRACT PERIOD: _October 1, 2013 - June 30, 2015		
	PROVIDER'S FISCAL YEAR: _July 1 - June 30		
	CONTRACT DETERMINATION QUESTIONNAIRE	- \	
	(PURCHASE OF SERVICE VS. FINANCIAL ASSISTANC Instructions: Enter 5 points for each factor in either the yes or no column. Once the entire list h	•	plotod
	tally the points in each column. The column with the most points should be a good indicator of		
	the organizationeither Financial Assistance (Grant) or Vendor (Purchase of Service).		
		5 points	5 points
	Determination Factors	Financial	Purchase
		Assistance YES	of Service NO
1	Does the provider determine eligibility?	120	5
2	Does the provider provide administrative functions such as Develop program standards		
	procedures and rules?		5
3	Does the provider provide administrative functions such as Program Planning?		5
4	Does the provider provide administrative functions such as Monitoring?		5
5	Does the provider provide administrative functions such as Program Evaluation?		5
6	Does the provider provide administrative functions such as Program Compliance?		5
7	Is provider performance measured against whether specific objectives are met?		5
8	Does the provider have responsibility for programmatic decision making?		5
9	Is the provider objective to carry out a public purpose to support an overall program objective?	5	
	Does the provider have to submit a cost report to satisfy a cost reimbursement arrangement?		5
11	Does the provider have any obligation to the funding authority other than the delivery of the specified goods/services?		5
12	Does the provider operate in a noncompetitive environment?		5
	Does the provider provide these or similar goods and/or services only to the funding agency?		5
	Does the provider provide these or similar goods and/or services outside normal business		
14	operations?		5
	——	_	
	Note: The authorized individual(s) must place an X in one of the boxes below to indicate	5	65
	the type of contractual arrangement for this contract, then sign and date where indicated.		
	The type of contraction an angle of the contract, then eight and date in the contract.		
	FINANCIAL ASSISTANCE X PURCHASE SE	RVICE	
	Signature of Authorized Programmatic Individual DATE		-
	Signature of Authorized Administrative Individual DATE		_

Revised effective 7-1-2013 Page 23 of 23

SAMPSON-CLINTON PUBLIC LIBRARY SYSTEM

217 Graham Street Clinton, North Carolina 28328 910-592-4153 (Fax) 910-590-3504

TO: Board of Commissioners

FROM: Heather Bonney, Library Director

RE: Requested revisions to Registration and Lending Policy

DATE: August 21, 2013

The Board of Trustees of the Sampson-Clinton Public Library met on August 8, 2013, and by unanimous decision recommends the following revisions to the Registration and Lending Policy (see attachment—changes in blue):

- The library will allow patrons to check out without presenting their library cards if they choose to keep a copy of their photograph in our Polaris circulation system.
- The library's homebound population may be served by the Outreach Services program which is now the replacement service for the bookmobile.
- Patrons with fines of over \$20 may not renew their items, but rather, must return anything in their possession and pay their fines before checking anything else out from the library.

The library will purchase 8 webcams to install at each of our circulation stations, and the implementation will begin as soon as this policy is approved by the Board of Commissioners.

Thank you for your time.

attachment

Sampson-Clinton Public Library Registration and Lending Policy

The Sampson-Clinton Public Library System welcomes all patrons. Library cards may be issued to residents of Sampson County and/or to those who own land in Sampson County at no charge. Patrons in contiguous counties may be issued a card for an annual fee approximately equal to the annual property tax a Sampson County resident pays to support the Library (see "Fines, Fees, and Replacement Policy"). In special circumstances, temporary library cards may be issued to other patrons interested in obtaining a SCPL library card at the discretion of the Library Director and for the same fee charged to contiguous county patrons. It is expected that all patrons adhere to current library policies. Library privileges may be suspended for non-adherence to library policies.

Registration:

- Patrons must show valid photo identification. Examples of acceptable identification include a valid North Carolina Driver's License, student ID, or passport. If the photo ID does not show a current address, a library card may still be issued, but the patron will be required to show current proof of address upon his next visit. Examples of acceptable proof include recently dated postmarked envelopes, bills or lease agreements in the patron's name.
- First cards are issued at no cost to the patron. First-time card users are limited to a twoitem check-out limit and may not check out DVDs, CDs, videocassettes, audiocassettes, or audiovisual equipment.
- Library cards may be issued to juveniles between the ages of six and seventeen. Parents or guardians must have a library card of their own in good standing (no overdue materials/outstanding fines or fees) and must accompany their child when the application for a library card is made. Signature of parent or guardian is required in the presence of library staff as the signer is assuming responsibility for all items and fines associated with the child's card. Children may not check out DVDs, videos, or audiovisual equipment.
- Library cards are updated annually on the anniversary date of issue.
- It is the responsibility of the patron to notify the library should his card be lost or stolen to prevent unauthorized use and to update contact information during the year. All patrons are responsible for any items checked out on their library cards. There will be a fee for replacement cards (see "Fines, Fees, and Replacement Policy"). The library will waive the replacement cost of a stolen or destroyed library card upon presentation of an official report by the appropriate regulatory body documenting the incident.

Lending Policies

- A valid Sampson-Clinton Public Library card is required to check out materials at all
 library locations and must be presented with each visit. <u>Patrons may also choose to allow
 their photo to be kept on file to allow staff to verify identity in case the patron forgets
 his/her library card.</u>
- Patrons are responsible for returning all items by the due date, undamaged, and with all
 library processing unaltered. Patrons are responsible for returning DVDs, videocassettes,
 kits, and audiobooks in the proper casings. These items will not be considered returned
 nor will they be checked in until the items are returned with all parts included. The

- library assumes no responsibility for damage caused to the borrower's recorder/player by a DVD, videocassettes, kits, or audiobooks borrowed from the library. Copyright laws limit these materials to home viewing/listening unless specifically mentioned on the item that "Public Performance Rights" are included. Duplication is prohibited.
- Patrons may not use other patrons' cards to check out materials or use computers. The
 only exception is that a parent may use his/her child's card to check out materials (except
 for computers) unless doing so would avoid responsibility for overdue items, fines, and
 fees on their own card.
- Homebound patrons (those who have a condition resulting from an injury or illness
 which restricts their ability to leave their home except with the aid of supporting devices
 or the assistance of another person)-have two options to obtain access to library materials:
 - <u>They</u> may request in writing fill out a "Homebound Request for Designated Library Card Users" to ask that up to two designees named therein may be allowed to check-out materials (except computers and AV equipment) using that patron's card in order to provide library materials to the library cardholder. Granting of this request Approval is at the discretion of the Library Director.
 - o They may request that print and/or audio materials be delivered to them by the Library's Outreach Services Program.
- Circulation periods are as follows:

0	Library books:	7-21 days	No limit
0	Magazines:	14 days	Limit 10 & must be back-issues
0	Audiobooks:	14 days	Limit 5
0	Videos:	3 days	Limit 5 & no juvenile checkout
0	DVDs:	3 days	Limit 4 & no juvenile checkout
0	AV equipment:	3 days	No juvenile checkout

- Patrons with long overdue materials (those exceeding three weeks past the due date) will not be allowed to use computers or check out additional materials until everything has been returned/renewed, and all fines have been paid. Patrons may renew long overdue materials if the original due date is within two months of the date of the request for renewal. Patrons with long overdue materials exceeding \$50.00 in value may under North Carolina Generals Statue 14-398 be taken to Small Claims Court. All fines and fees associated with this legal procedure will become the responsibility of the patron. Parents of children under 17 years of age will be legally accountable for all materials checked out to their children.
- Patrons with overdue fines exceeding \$2.00 will not be allowed to check out materials until the fines are paid, and patrons with fines of more than \$20 will not be allowed to renew items. Fines under \$2.00 must be paid on the second visit (verbal notification of overdue fines will be indicated on patron records).
- See "Fines, Fees, and Replacement Policy" for charges for overdue, damaged, and/or lost materials.

Library Administration understands that there may circumstances which would necessitate varying the application of this policy, and these instances will be handled on a case-by-case basis by the Library Director.

SCPL revised 12/03, 09/06, 05/08, 05/09, 4/10, 11/11

BOC approved 10/06, 05/08, 05-09, 5/10, 12/11

Contract for School Nursing Services Between the

County of Sampson and Sampson County Schools

August 1, 2013 – May 31, 2014

This agreement between the Sampson County Health Department, hereinafter referred to as the "Department" and the Sampson County Schools hereinafter referred to as the "School" or "Hospital" is entered into for the purpose of providing school nursing services to the students of the Clinton City School System.

Whereas both the Department and the School mutually agree that the purpose of providing school nursing services is to promote the optimal health and well-being of all students in Clinton City Schools, and

Whereas both the Department and the School mutually agree that the long-term purpose of these funds is to provide full-time nursing services to each school in the system, and

Whereas both the Department and the School mutually agree that the School Nurse Funding Initiative (SNFI) enacted by the General Assembly is a useful step toward the goal of having a nurse to student ratio that meets the nation and state recommendation of 1:750, and

Whereas both the Department and the School mutually agree to continue providing school nursing services as specified in the annually developed "Memorandum of Agreement between Sampson County Health Department and Clinton City Schools;"

NOW, THEREFORE, in consideration of the premises and the following mutual covenants and conditions and any sums to be paid, the Department and Schools agree as follows: **The Department agrees:**

- 1. To provide funds not to exceed \$250,000.00 to the sub-contractor for the purpose of supporting nationally certified school nurse(s) or registered nurse(s) working toward certification to provide school nursing services for the 2013-2014 school year.
- 2. That the funds will be paid monthly upon submission of an invoice that specifies personnel and other allowable costs and that the Department shall pay the sub-contractor within thirty (30) days of receipt of the invoice. Any adjustments to the invoice shall be taken into account in the next succeeding invoice or as soon thereafter as reasonably practical.
- 3. That the funds may be used only for personnel costs (salary and fringe) and continuing education costs up to \$750 per SNFI position.

The Sub-Contractor agrees:

- 1. To provide a detailed budget (Attachment III) to the Department by August 30, 2013.
- 2. To utilize funds not to exceed \$250,000.00 for the purpose of supporting (one or more) (10, 11 or 12)- month nationally certified school nurse(s) or registered nurse(s) working toward certification, to provide school nursing services for the 2013-2014 school year.
- 3. To comply with assurances in Attachment I.

- 4. The nurse(s) will provide direct nursing services to students within one or more schools following the scope of service in Attachment II.
- 5 To submit an invoice to the Department monthly that specifies personnel and other allowable costs for the period.
- 4. To provide adequate space, computer equipment and supplies for the designated position through other funds at a level comparable to the support provided to all school nurses supported by the Department or the Sub-Contractor.
- 5. To inform the Department of the employment of the nurses, and in the event of termination, whether voluntary or involuntary, and the date of termination within 4 working days of such action.
- 6. To maintain documentation that each nurse employed under this contract is and remains current in his/her licensure as a Registered Nurse in good standing with the North Carolina Board of Nursing.
- 7. To provide supervision within the Sub-Contractor consistent with the annual Memorandum of Agreement.
- 8. To assume the full responsibility for negligence of its employees that provide nursing services under the terms of this contract for the contract positions and for all nurses employed directly by the Sub-Contractor but functioning under the direction of the annual Memorandum of Agreement.

This contract shall be in effect for the period August 1, 2013 through May 31, 2014 and is renewable annually thereafter. Either party may terminate this contract with or without cause upon (60) days written notice.

FOR AND ON BEHALF OF	FOR AND ON BEHALF OF
Www. February (Health Director)	(Superintendent)
Date: 8(16/2013	Date: 8/13/2013
(This instrument has been pre-audited in the mann County Finance Officer)	(Clinton City Schools Finance Officer)
Date: 8.13.13	Date:
FOR AND ON BEHALF OF THE COUN	TY OF SAMPSON
(CHAIR COUNTY COMMISSIONERS)	
Date:	

Attachment I

ASSURANCES

(To be initialed by Superintendent of Local Education Agency or other Sub-Contractor CEO)

Initials

Assure that these contracted funds will not be used to supplant existing federal, State, or local funds supporting school nurse positions. Communities will maintain current level of effort and funding for school nurses.

Assure that school nurses will be allowed to participate in required trainings.

Attachment II

Scope of Work

II. Purpose:

The purpose of the contract is to improve the school nurse to student ratio in the school district in order to have a positive impact on improving children's health and their readiness to learn. Funds will be used to employ nationally certified school nurse(s) or registered nurse(s) working toward national certification to work full time in schools and enhance the local capacity to provide basic health services to students.

III. Scope of Work and Deliverables:

The Contractor shall, for approximately 8,586 students:

1. Employ **FIVE** (5) nationally certified school nurse(s) or registered nurse(s) working toward national certification, to work full time.

School Nurse Assignment	# SNFI Nurses
Sampson County Schools as assigned - Attachment C	5

- 2. Submit, annually, a written work plan from each school nurse, no later than one month from hire.
 - A. The plan shall address delivery of basic health services, including activities, strategies and goals, within, but not limited to, the following areas:
 - a) Preventing and responding to communicable disease outbreaks;
 - b) Developing and implementing plans for emergency medical assistance for students and staff;
 - c) Supervising specialized clinical services and associated health teaching for students with chronic conditions and other special health needs:
 - d) Administering, delegating where appropriate, and providing oversight and evaluation of medication administration and associated health teaching for other school staff who provide this service:
 - e) Providing or arranging for routine health assessments, such as vision, hearing, or dental screening, and follow-up of referrals; and
 - f) Assuring that mandated health related activities are completed, i.e. Kindergarten Health Assessments, Immunization Status

Report, blood-borne pathogen control plan (OSHA) requirements, etc.

AND, as required by HB 200 SL 2011-145 Section 10.22 (b)-- School nurses funded by SNFI do not assist in any instructional or administrative duties associated with a school's curriculum and do perform all of the following with respect to school health programs:

- g) Serve as coordinator of the health services program and provide nursing care;
- h) Provide health education to students, staff, and parents;
- i) Identify health and safety concerns in the school environment and promote a nurturing school environment;
- j) Support healthy food services programs;
- k) Promote healthy physical education, sports policies, and practices;
- Provide health counseling, assess mental health needs, provide interventions, and refer students to appropriate school staff or community agencies;
- m) Promote community involvement in assuring a healthy school and serve as school liaison to a health advisory committee.
- n) Provide health education and counseling and promote healthy activities and a healthy environment for school staff;
- o) Be available to assist the county health department during a public health emergency.
- B. The plan shall also outline the steps the nurse(s) will take toward meeting degree and certification requirements, if not already certified, no later than the date of completion of three years of employment as a school nurse in North Carolina.
- 3. Submit a mid-year review of progress toward achieving goals in the annual plan, scheduled by Jan. 31 (if hired at start of school year) or by a date to be determined with DPH regional school nurse consultant, if hired at a date different from start of school year.
- 4. Submit an annual report that addresses the overall progress toward meeting the work plan outcomes, related, but not limited to, the health service areas listed above. Any information regarding strengths, challenges and the accomplishments of the position will also be reviewed. The report form for the annual report will be provided to the contractor in September of each school year. The report is due no later than a week after the end of the school year; prior to resignation if not working the full school year; or upon a date to be determined with the DPH regional school nurse consultant.

As a result of this contract, the following outputs shall be attained:

- Five (5) nationally certified school nurse(s) or registered nurse(s) to work full time to serve approximately 8,586 students.
- An annual Work Plan to provide basic health services.

IV. Performance Measures/Reporting Requirements:

The contractor shall:

- 1. Submit to the Contract Administrator within 30 days a recruitment plan for any position that is vacant at the time this contract is executed.
- 2. Notify the Contract Administrator in the Division of Public Health within four (4) working days after initial hire or replacement hire for this position, on a form that is supplied by the Contract Administrator upon execution of the contract or agreement addendum. This notification must include all items listed on the form, including information about nursing education and certification.
- 3. Notify the Contract Administrator within 4 working days in the event that the position becomes vacant, on a form supplied by the Division. The plan must include the procedure to recruit for this position.
- 4. Assure that registered nurse hired into this position is duly registered by the North Carolina Board of Nursing and fully permitted to practice in the State of North Carolina.
- 5. Submit an annual report as outlined above, on a form supplied by the Division, by the specified date.
- 6. Provide data to the Local Education Agency for inclusion in the North Carolina Annual Survey of Public School Health Services. The data must be provided to the LEA in time for its submission of the report to the Regional School Nurse Consultant prior to the conclusion of the academic year.
- 7. Assure that the newly hired School Nurse Funding Initiative school nurse will be provided with paid time and reimbursement of costs associated with attendance or participation in continuing education, at the same level of cost reimbursement provided to other professional school employees. Assure that up to \$750 will be budgeted for participation in other professional development workshop(s) or conference(s), if funds are available. The school nurse must participate in School Nursing: Roles and Responsibilities, an Orientation Workshop, unless previously attended. If funds are available and if the nurse has previously attended that workshop, assure that the school nurse will be allowed to participate in a School Nurse Certification review course; Pediatric Physical Assessment for School Nurses Workshop, School Nurse Role in Emergency Care Workshop, and/or 28th Annual School Nurse Conference.
- 8. Collaborate with the School Nurse Consultant on DPH initiatives in an effort to help implement these at the local level (e.g., school nurse case management project, immunization initiatives, etc.)
- 9. Assure that school nurse(s) employed through this contract will be supported at the same level as other school nurse(s) in the LEA, providing adequate space, computer equipment, supplies, in-district travel expenses, etc.
- 10. For any school nurse who is not certified at the time of hire, submit a plan that would result in certification, including timelines for achieving education and certification goals. The plan should be submitted to the regional school nurse

- consultant within 30 days of hire. This plan must be updated at least twice annually until the nurse is certified.
- 11. Assure that the LEA/LHD Memorandum of Agreement that exists between all health districts and local education agencies clearly states that emergency/disaster service by SNFI nurses is an allowable use of their time.
- 12. Assure that the priority of the allocation during a full year will support salary and fringe for the school nurse(s). However, where the allocation exceeds the amount needed to fully fund the school nurse(s) salary and fringe, lapsed salary and fringe may be used to support training as described above in number 7. **Note:** No other expenditures are allowable using this allocation.
- 13. Assure that if salaries and fringe exceed the state allocation, local funds will be used. If more than one position is allocated, state funds provided for the positions can be combined. This will allow use of more than \$50,000 (annual allocation per position) for a position if education and experience qualifies one nurse for more than \$50,000 and another for less than \$50,000.
- 14. Provide accurate contact information and timely notification of changes in contact information of key contacts, including school nurse supervisor, SNFI school nurse, contract program administrator, and contract fiscal officer.
- 15. Provide advance notification to the regional school nurse consultant should a change in local school nurse position number or assignment be expected to affect the level of student service provided by the SNFI nurse.
- 16. If SNFI funds are sub-contracted, provide a copy of the sub-contract and attachments to the NC Division of Public Health upon execution.

The short-term and/or interim outcomes of this contract are:

- A. Reduce the nurse to student ratio in Sampson County Schools from 1/2744 approximately to 1/1029 approximately.
- B. Improve access to basic health services for 100% of students served...

V. Performance Monitoring and Quality Assurance:

A. The Contractor shall adhere to the following service quality measures for this contract:

- 1. Service is provided by a nationally certified school nurse. If the nurse hired with these funds is not nationally certified, service is provided by a registered nurse working towards certification. This requirement shall be completed no later than the date of completion of three years of employment as a school nurse in North Carolina.
- 2. Services are provided in accordance with standards established by the NC Nurse Practice Act and the NC Board of Nursing.
- 3. Services are provided in a culturally sensitive manner.

B. This contract will be monitored according to the following plan:

- 1. Contract Administrator and central office program staff will review budgets and expenditures to assure that funds are spent according to agreed upon budgets.
- 2. Contract Administrator will monitor vacancies, recruitment and hiring.
- 3. Program staff will maintain regular contact (email, phone, on-site) with the Contractor to review progress on contract deliverables.
- 4. Upon completion of the annual work plan regional school nurse consultants will review assurance of deliverables as outlined in this contract. At midyear, and more often if necessary, regional school nurse consultants will review progress on contract deliverables and provide a sub-recipient monitoring report to the Contract Administrator. The report will demonstrate assurance that program goals are being addressed and that all deliverables are on target to be met. If the report indicates failure to adhere to deliverables in this contract, the contractor will work with the regional consultant and the Contract Administrator to develop a corrective action plan. If the corrective action plan does not meet contract requirements, the Division may take action resulting in cessation of funding.
- 5. Results of monitoring activities will be provided to the DHHS Program Monitoring System.

VI. Funding Guidelines or Restrictions:

The contractor shall only use funds for salary, fringe and to support continuing education and required school nurse training.

The contractor shall assure that these funds will not supplant existing funds supporting school nurse positions. Communities will maintain current level of effort and funding for school nurses.

If the SNFI nurse is hired by the local Health Department for 12 months, funds in the amount of 1/12 of the annual allocation shall be drawn down each month to support the SNFI nurse salary, fringe, and continuing education. If SNFI funds are contracted with other employers (LEA, hospital) the draw down may be no more than is billed monthly by the contractor without prior approval of the DPH contract administrator.

Attachment C
Contract #
Contract Name
Page 1 of 3

SNFI Contract Budget - Sampson County Schools 2013/2014

I. SALARIES

	* (A	777	, G	
		Salary	i ype rosition	Amount Faid by Local Agency	Amount raid by State Contract
1. Nurse 1	Beverly Bradshaw	45,300	☐ 12-month		45,300
			□ 11-month		
			10-month		
2. Nurse 2	Marcie Faircloth	42,520	☐ 12-month		42,520
			□ 11-month	- Hi der Weige	
			■ 10-month	e e e e e e e e e e e e e e e e e e e	
3. Nurse 3	Cary Booyer	41,980	□ 12-month		41,980
			□ 11-month		
			10-month		
4. Nurse 4	Jennifer Danks	39,380	□ 12-month		39,380
			□ 11-month		
			■ 10-month		
5. Nurse 5	Vaughn Michelle Williams	36,330	□ 12-month		36,330
			□ 11-month		
			10-month		
TOTAL SALARY PAID BY CONTRACT	NTRACT				\$205,510

* List VACANT if position not filled at the time of this report.

Attachment C
Contract #
Contract Name
Page 2 of 3

II. FRINGE

	Liame	Type and mare		ALLOUGH FAIG	
				by Local	by the State
				Agency	Contract
1. Nurse 1	Beverly Bradshaw	Retirement	Rate: 14.69%		6,654
		■ FICA	Rate: 7.65%		3,465
		■ Medical	Rate/Amount: \$5,285	5,192	
		Other:	Rate: Longevity/Supp	3,171	
2. Nurse 2	Marcie Faircloth	Retirement	Rate: 14.69%		6,246
		FICA	Rate: 7.65%		3,253
		■ Medical	Rate/Amount: \$5,285	5,192	
		■ Other:	Rate: Longevity/Supp	3,014	
3. Nurse 3	Cary Booyer	■ Retirement	Rate: 14.69%		6,167
		FICA	Rate: 7.65%		3,211
		■ Medical	Rate/Amount: \$5,285	5,192	
		Other:	Rate: Longevity/Supp	2,939	
4. Nurse 4	Jennifer Danks	Retirement	Rate: 14.69%		5,785
		FICA	Rate: 7.65%		3,013
		■ Medical	Rate/Amount: \$5,285	5,192	
		Other:	Rate: Longevity/Supp	2,757	
5. Nurse 5	Vaughn Michelle Williams	Retirement	Rate: 14.69%		5,337
		FICA	Rate: 7.65%	1,420	1,359
		■ Medical	Rate/Amount: \$5,285	5,192	
		Other:	Rate: Longevity/Supp	2,653	
TOTAL FRINGE P	TOTAL FRINGE PAID BY CONTRACT			\$41,914	\$44,490

*Fringe benefit amounts may change due to longevity, etc. that the employee may be eligible for during the school year.

use other funding sources to satisfy all other continuing education requirements as necessary to maintain certification. In addition we Justification: As outlined as permissible in the Scope of Work portion of the SNFI contract, Sampson County Schools chooses to agree to absorb the expense for the required workshop "New School Nurse Training" due to the fact that our current salary expenditures are over the contract amount for the five positions. Attachment C
Contract #
Contract Name
Page 3 of 3

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STAFF TRAVEL						
In-State		Total miles	Cost per mile	Total Cost		
In-state Mileage				•		
		Number of nights	Cost per night	Total Cost		
In-state Lodging				\$		
	# of breakfasts	# of lunches	# of dinners	Total Cost (State rate)		
State funded Meals, Instate				•		
Conference Registration				0.00		
TRAINING PAID BY CONTR	CONTRACT	(If no funds a	vailable afte	er covering salary and	ACT (If no funds available after covering salary and fringe for these positions,	00.0
leave at 0.00. If funds available Allowable Costs)	available, amo	unt is limited	to a total of	e, amount is limited to a total of \$750 per position. See Scope of Work for	s Scope of Work for	

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\$250,000



3 September

TO: Sampson County Board of Commissioners Ed Causey, County Manager Susan Holder, Assistant County Manager David Clack, Chief Financial Officer

FROM: Ray Jordan, Executive Director

SUBJECT: Destroying Old Files

I would like to request your approval to destroy the following files.

A. Rental Contracts/Lease Agreements with Clients for the following years: 2006-2007, 2007-2008

B. Paid Invoice Files for the following years: 2006-2007, 2007-2008

C. Sampson CenterStage Invoices and Documents: 2006-2007, 2007-2008

The exception to what would be destroyed includes records concerning the following information: Fire Marshall Inspections, Fire Alarm Inspections, HVAC-Maintenance Records and information relating to the history of the facility and of the Sampson CenterStage Performing Arts Series. This would leave the following files on hand: 2008-2009 to our current year or five years of past fiscal years as well as our current year. (Please note that Lease Agreements for the years beginning 2003 are stored on computer and will not be destroyed.)

NCDVA-9 (Rev. 08-09) For best delivery to USDVA, filing this form with your local veteran's service office is recommended.

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		Cert	ification for Disabl	ed Veteran's	COUNTY
		Propert	ty Tax Exclusion (C	3.S, 105-277.1C)	
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(Rev. 08-	To be the total to be the time this total	with your local veteran's service office is re	ecommended.
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STREET ADD	IRVIN RA PRESS OR P.O. BOX NUMBER	Shery A SURVIVING APOUR	NH JACKSON E'S FULL NAME (PRINT OR TYPE)
Autro	Guille N.C. 283 STATE ZIPCO	_	(1 Applicable) S-241-08-3487
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separation w veteran's dea	1) a veteran whose character of service at separ vice-connected disability or (2) the surviving service as honorable or under honorable conditions are ath was the result of a service-connected condition or the Disabled Veteran's Property Tax Exclusion. Disabled	pouse, who has not remarried, of a veti nd who had a permanent and total servici ion. I request USDVA complete this certific	eran whose character of service at
I authorize to certification.	he U.S. Department of Veterans Affairs to re		ty as needed for this
	ABLED VETERAN'S SIGNATURE	DATE	<u>_</u>
SECTION 3	Surviving Spouse's	(who has not remarried) Signature	
l authorize the	ne U.S. Department of Veterans Affairs to rel prythis certification.	ease information regarding my spouse'	s disability or death
Contract to the second second	VIVING SPOUSE'S SIGNATURE	0-15-d DATE	
SECTION 4	To be completed by the	ne U.S. Department of Veterans A	ffairs 5
Please	A. Veteran does not meet either 8, C, B. Veteran has a service-connected pe	rmanent and total disability that existed as of	
check all that apply:	<u> </u>	from U.S. Department of Vi 01 for the veteran's permanent residence. and had a service-connected permane	
	E. Veteran died on	and the death was either (1) the result ty in the line of duty and not due to service memb	of a service-connected condition or
Character of Disa Service at Separa	abled Veteran's Honorable	Under Othe	er than Honorable Conditions
SIENCERE	OF USDVA CERTIFYING OFFICIAL	7-2-13 DATE	
PRINTED NAM	ME OF USDVA CERTIFYING OFFICIAL	Stamped Signature by US	NOTE: DVA Official on this form has been
TITLE OF	USDVA CERTIFYING OFFICIAL	authorized by Dire	ector, VA Regional Office, on-Salem, NC.

NCDVA-9 For best delivery to USDVA, filing this form with your local veteran's service office is recommended.

(Rev. 08-09)					
			State of North	Carolina	Samosan
Certification for Disabled \					COUNTY
			Property Tax Exclusion		
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				VETE	ERAN'S SOCIAL SECURITY NUMBER
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and total service	æ-conn	ected c	lisability or (2) the surviving spouse,	who has not remarked, or a v	vice connected disability at death or
separation was	honor	able or	under honorable conditions and who It of a service-connected condition. I re	mad a permanent and total ser	tification in support of my separate
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SECTION 2			Disabled Vetera	n's Signature	
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l authorize the	e U.S. I	Depart	ment of Veterans Affairs to release in	nformation regarding my spou	se's disability or death
as needed for	this ce	ertificat	ion.		
				DATE	Section 1
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	B.	<u> </u>	Veteran has a service-connected permaner		The state of the s
Please	C.		Veteran received benefits on	from U.S. Department	of Veterans Affairs for specially
check all	О.		adapted housing under 38 U.S.C. 2101 for the	ne veteran's permanent residence.	
that apply:	D.		Veteran died on	and had a service-connected perr	nanent and total disability at death.
	-		Veteran died on		sult of a service-connected condition or
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		5			y Director, VA Regional Office,
TITLE OF	LICOV (A	or parti	VINC OFFICIAL	V	Vinston-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

5810

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

Sampson County Tax Administrator

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 Marshall Falatorich of Clinton Township, Sampson County, for
the year(s) and in the amount(s) of. $12 - 0370730-13$
YEAR
2012 \$ 244.63
3011 \$ 2 40.28
2010 \$ 255.71
2009 \$ 255.7/
2008 \$ 255.71
TOTAL REFUND \$ 1,278.94
These taxes were assessed through clerical error as follows.
Double listed to 12-0370730-15 Cowned by
m. Enlatorish also) since 1992 per deld pack
County Tax 1057, 1
School Tax 198,91
School Tax 198,97 School Tax 198,97 School Tax 2.00 Fire Tax 2.00 Taylefast 19.65
TOTAL \$ 1,278.04
10/AL \$
Yours very truly
Manshall Falatorich Mailing address.
Taxpayer, 410 Beaut Dans Dr.
Social Security #_1 C/inton, N.C. 28338
RECOMMEND APPROVAL:
Jam Johnson

BK:01767 PG:0661

FILED SAMPSON COUNTY ELEANOR N. BRADSHAW REGISTER OF DEEDS

FILED Apr 13, 2010
AT 03:41:39 pm
BOOK 01767
START PAGE 0661
END PAGE 0664
INSTRUMENT # 01784

 Sampson County
 04-13-2010

 NORTH CAROLINA

 Excise Tax
 \$180.00

NORTH CAROLINA

GENERAL WARRANTY DEED

SAMPSON COUNTY

REVENUE: \$180.00

PREPARED BY WILLIAM B. SUTTON JR., ATTORNEY AT LAW

Draftsman does not certify title and has made no record search or title examination of the property herein described unless the same is shown by his written and signed certificate.

THIS DEED made this 13th day of April, 2010, by and from MARSHALL G.

FALATOVICH AND WIFE, CYNTHIA P. FALATOVICH of Sampson County, North Carolina (hereinafter grantor); to DANIEL WAYNE WILSON AND WIFE, JOAN H. WILSON, of Sampson County, North Carolina (a ½ undivided interest) and ANTHONY GARTH WILSON AND WIFE, CAMILLE G. WILSON, of Sampson County, North Carolina (a ½ undivided interest) (hereinafter grantee);

WITNESSETH:

The designation grantor and grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

That the grantors in consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration paid by the grantees, the receipt of which is hereby acknowledged, have and by these presents do grant, bargain, sale and convey unto the grantees in fee simple, all that certain tract or parcel of land situate in North Clinton Township, Sampson County, North Carolina, and bounded and described as follows:

SEE ATTACHED SCHEDULE "A"

TO HAVE AND TO HOLD the aforesaid lands and premises together with all privileges and appurtenances thereunto belonging to the grantees, in fee simple forever.

And the grantors covenant with the grantees, that grantors are seized of the premises in fee simple, have the right to convey in fee simple, that title is marketable and free and clear of all

BK:01767 PG:0664

Adjoining Lot No. 17, H. Oliver, Gilmore Swamp and Public Road 1752 and BECHNING at a point in the center of Public Road No. 1752, corner of Lot No. 17, and runs thence along the center of Public Road No. 1752 North 69 degrees West 200 feet to H. Oliver's corner; thence the Oliver line North 21 degrees East 2,270 feet to a stake, H. Oliver's on the bank of Gilmore Run; thence down Gilmore about 216 feet to a stake, corner of Lot No. 17; thence with the line of bot No. 17 and parallel to the second line of this survey South 21 degrees West 2,186 feet to the beginning corner, containing 10.43 acres, more or less. TAX PARCEL NO. 12-0370730-15

EXCEPTING THEREFROM THE FOLLOWING TRACT OF LAND:

BEGINNING at a P.K. Nail set in the center line of S. R. 1752, which beginning Nail is further located South 70 degrees 06 minutes 04 seconds East, 2,732 feet from a nail set at the point of intersection of the center lines of S. R. 1752 and N.C. Highway 403, and runs from such beginning Nail, so located, and along the center of S. R. 1752, North 70 degrees 06 minutes 04 seconds West, 150.00 feet to a P.K. Nail, a joint corner with the Hugh Oliver lands; thence along the Oliver line, North 19 degrees 53 minutes 56 seconds East, 290.40 feet to an iron stake, a new corner; thence a new line South 70 degrees 06 minutes 04 seconds East, 150.0 feet to an iron stake, another new corner; thence another new line South 19 degrees 53 minutes 56 seconds West 290.40 feet to the POINT OF BEGINNING, containing 1.0 acre, more or less and being a portion of the Lot 18 of the M. A. Gainey Division as described in Deed Book 845, at Page 365 of the Sampson County Registry.

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OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

GLENN SPELLTax Administrator

Telephone 910/592-8146 910/592-8147

5801

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

OLIMION, MORRITONIO LIMA 20020	
Gentlemen:	
Sampson County against the property owner	hereby demand refund and remission of taxes assessed and collected bed by William Nelson Township, Sampson County, for
	Township, Sampson County, tol
the year(s) and in the amount(s) of. $\frac{1}{3}$	- 0 738560-01
VEAD	
YEAR	202111
2012	\$ 292.91
2011	\$ 073.4]
2010	\$ 217.84
2009	\$ 217.84
2008	\$ <u>217.84</u>
	10/10 3:10
TOTAL REFUND	\$_1,240.34
Thomas	and the second state of a size of a
	ere assessed through clerical error as follows.
Lands	old per Deed book 335 pg 297
	County Ta> 1,240.39
	School Tax
	Fire Tax
	City Tax
	TOTAL \$ _ 1, 240.34
Yours very truly	,
Mong loting fr	Mailing address.
Taxpayer	V 6305 Summerhill Rd.
&6cial Security # _ €	· ·
RECOMMEND APPROVAL	Temple 1/1/3, mD 20748
	/
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ffmfarm	424
Sampson County Tax Administrator	134
1/	

Let the instrudet, with the certificates to registered. Witness my hand and official registered. Witness my hand W.Y. De Clerk Superior Feled nov. 13th 1419, at 4: P.m. Recorded Dec. 1st 1919. Jus. B. Will Reg. of bleeds 4.0. Mustin Country of Sampson party of the Witneseth: Shot for and wie sur of Three Kundred and Tweety nepos Dallaca, (\$25,00) pa puid as fallows: all costing said puety dy there presente gin usey weto said party adjoining the lands by can of the lands of Holy

298 I H Hatchero Benev. Formerly a horn heare and rund with Hatchers line due 6, 32 90 Feet to a state, are the Wilmington and Raleig degrees, 50' E. 220 Feet to a state Lot # D: there the line of Lot # D. Suck 3369 Just & a stake an ent 225 feet to the lung Cantaining 16. 8. acres more or les Is Bout and to Wald said trust or purchage land, together with all privileges an muits him, said puty of the second put. his heir and arright forever and the said party of the first put , for him and his heir and personal representatives Covered to and with said furty of the sera part, his heirs and arrighe, that he is reight of said premises in the and have a year hight to convey the some in ger simple; etrof the same are free and clear of ace encurances; and that he will forener Warrant and defend the little to the same agas Le Claims of all persons whomesaever. In Seatimon Whereof, said fully of the first part how hewito set his hand and seal, the day and you as we write. Witness: W.F. Serranco, John Haglen I. W.F. Derson, a Clerky Superior But forthe Butify that John Holmes pusses defore we this dayand acknowled Filed how , 13th 1919 at 48 My. Clerk Superior Cour Reverse Dec 1st 1919. Just Brillians, Reg. of Deed

	æ	STATE OF		Rea	ĽS۱	
3	نۍ د.	NORLINA		Exc	ise it	
3 C	k -	MAR31'09	10.00	≅O	3. 0	Uį.
	47	<u>T.</u>	#0 (4784	L		

Fleet for regionstion on the 315 to a March 10 87

10 or cheek 2 st and registered in the office of the Register of Deeds of Sempson County on the 37 day of March

10 11 in Book No. 185 Page No. 524

MAE M. TROUGHEFIELD

Register of Deeds

Recording Time, Book and Flast 1035 HAGE

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this ... 2nd ... day of ...

March

GRANTOR

JOSE MARTINEZ

GRANTEE

THE BRENTON CORPORATION
OF GOLDSBORO, INC.,
A North Carolina corporation

Enter in appropriate block for each party; mame, address, and, if appropriate, character of entity, e.g. corporation or partnership.

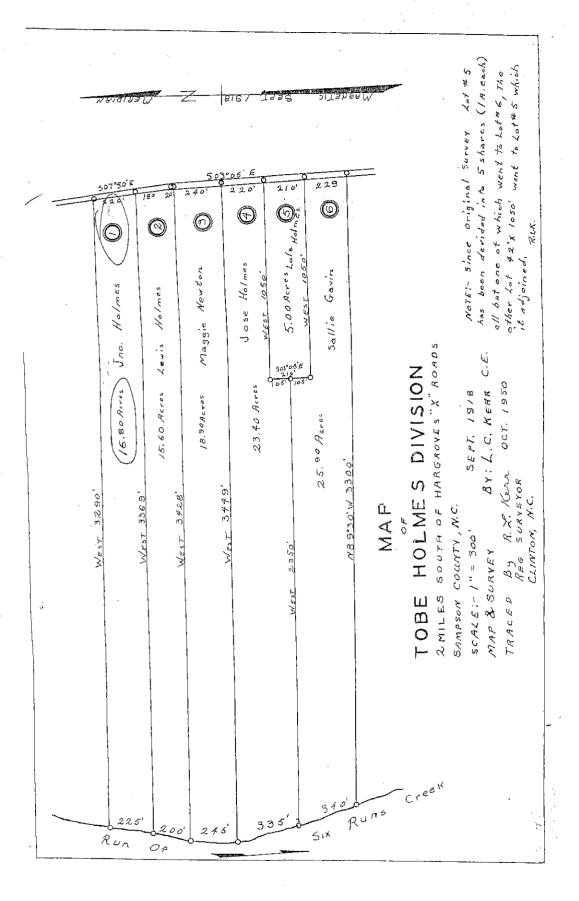
The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

Sampson

County, North Carolina and more particularly described as follows:

BEGINNING on the run of Six Runs, J. H. Hatcher's corner, formerly a horn beam, and runs thence with the Hatcher line due East 3,290 feet to a stake on the Wilmington and Raleigh Public Road; thence with said road South 70° 50' E. 220 feet to a stake, a corner of Lot No. 2 and runs thence with the line of Lot No. 2, due West 3,369.00 feet to a stake on Six Runs; thence up Six Runs about 225 feet to the point of beginning containing 16. acres more or less. This being Tract No. 1 as the same is described in the ex parte proceeding, case number 2119, Book 14, Page 420 of the Sampson County Clerk of Courts Office, and being the same tract of land apportioned to John Holmes in said proceedings and being the same tract of land conveyed by John Holmes, single, on November 19, 1919 to T. O. Martin, also known as T. O. Martinez, by Deed recorded in Book 335, Page 297 of the Sampson County, North Carolina Registry, reference to Which is hereby made. T. O. Martin was born T. O. Martinez, a resident of the Country of Mexico. He died a resident of Sampson County, North Carolina and a copy of his death certificate is recorded in Book 7, Page 26, in the Sampson County Register of Deeds Office for death and birth certificates recordation. Jose Martinez being the only heir and next of kin of T. O. Martin, also known as T. O. Martinez, inherited this property from his father, T. O. Martinez.

N. C. Bak Assec, Furni No. 3 & 1976, Revised © 1977 - James Williams & Co., Inc., Son 127, Vadymylla, M. C. 22866 Control by Agreement with twife C Bar Assoc - 1981 CONVEYANCE LE SERO, ERTY HAS BEEN DER VICEL DON THE TAX RECORDS, JULIE TAX ADMINISTRATOR



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

5782

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

Gentlemen:	
Sampson County against the property owner	hereby demand refund and remission of taxes assessed and collected beet by D. Luther Blown Gr. 2 Others Marklis Township, Sampson County, fo
the year(s) and in the amount(s) of.	03-0/43780-//
YEAR	, , , , , , , , , , , , , , , , , , ,
2008	\$ 184.78
2009	s 184.78
2010	\$ 184,78
2011	\$ 171,79
2012	\$ <u>171. 79</u>
TOTAL REFUND	\$ <u>897.92</u>
forease corrected per of deed reference and ste mb 10/50 and acrease was deeded outpur a 1538/990	County Tax #820.02 That School Tax School Tax City Tax TOTAL \$ #897.93
Yours very truly Ander M. Ander Taxpayer Social Security # RECOMMEND APPROVAL:	Mailing address. SOY WESTWUD DR. ELIZABETIITOUN NC 28337

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

GLENN SPELL
Tax Administrator

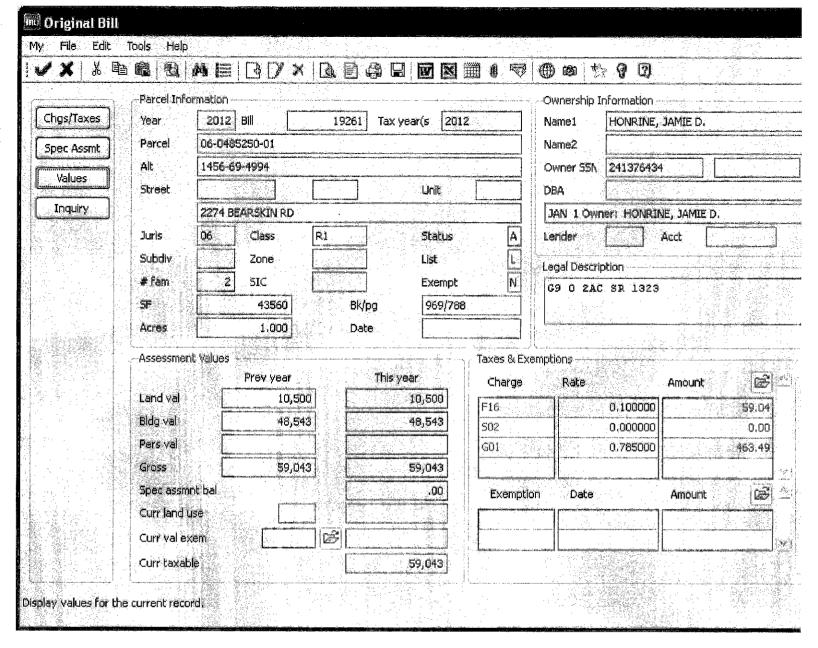
Telephone 910/592-8146 910/592-8147

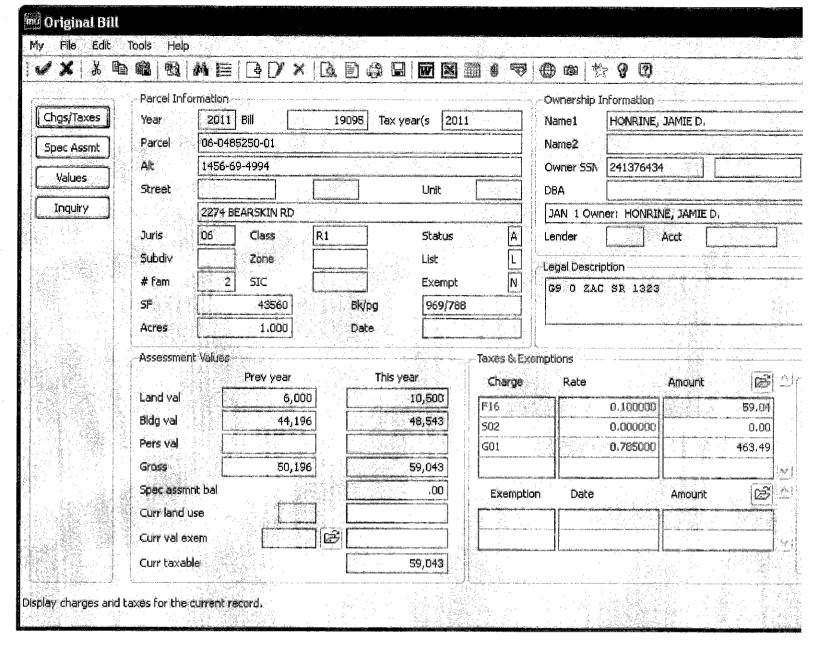
5802

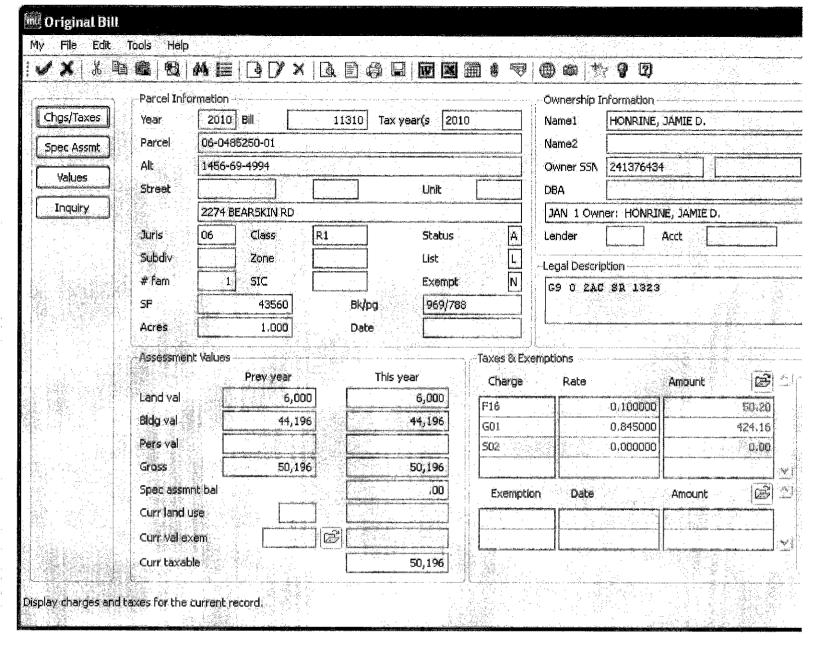
SAMPSON COUNTY BOARD OF COMMISSIONERS EAST ROWAN ROAD CLINTON, NORTH CAROLINA 28328

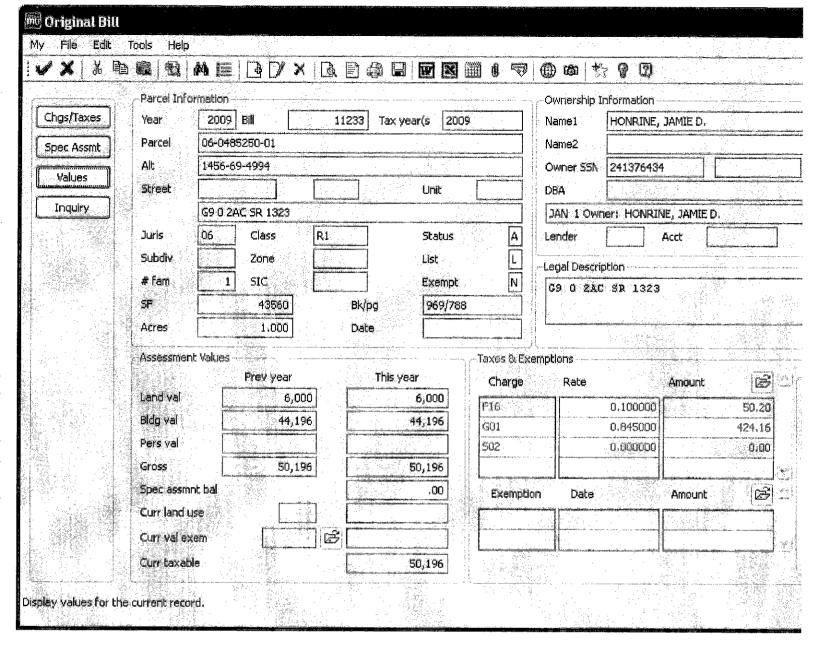
Sampson County Tax Administrator

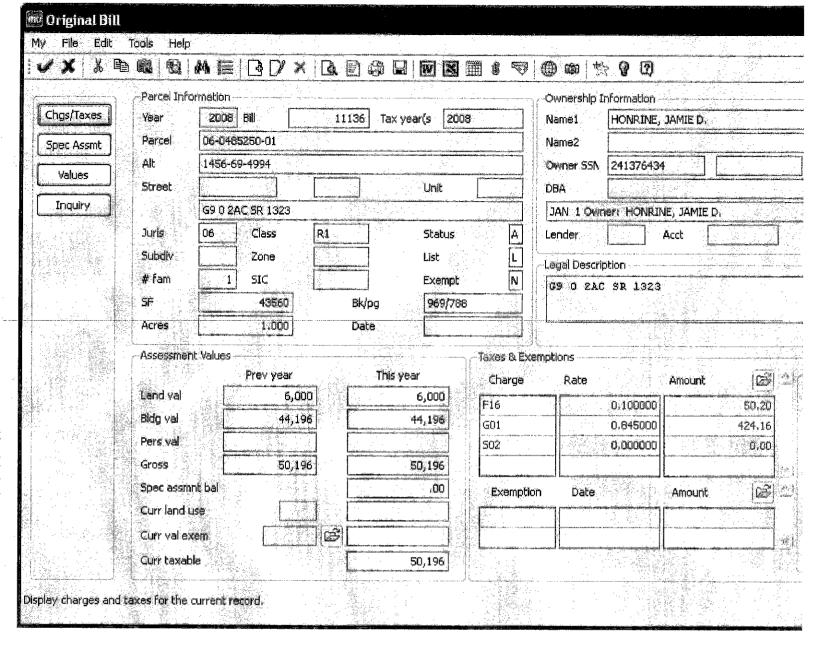
CLINTON, NORTH CAROLINA 28328				
Gentlemen:				
Pursuant to North Carolina G.S. 105-381, I h Sampson County against the property owned	by Cash	McGee .	Honrine	
the year(s) and in the amount(s) of.		06-01828	_ rownship, sair _ 5- 0 \	ipson County, for
YEAR				
P005	\$	443.98		
0106	\$	443.98		
1106	\$	425.53	S	
2013		435.53		
7008	\$	MM3.98))	
TOTAL REFUND	\$	2183,	The Charles	31830
Dw is bluith pa		County Tax School Tax Fire Tax Five	1345.7	
		City Tax		(3183.00)
Yours very truly				
Taxpayer Social Security # RECOMMEND APPHOVAL.	M	lailing address. Codhy M 3360 Be Solembur		23

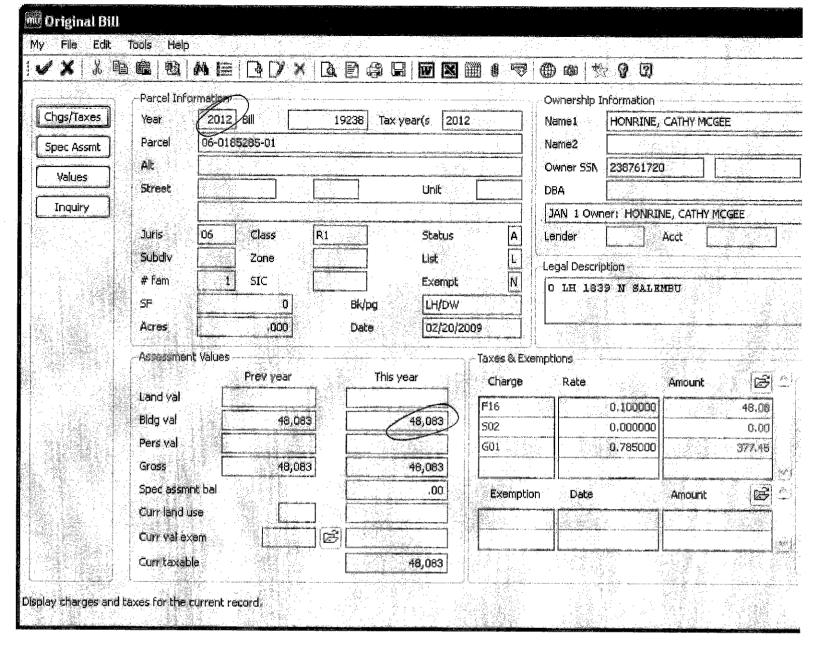


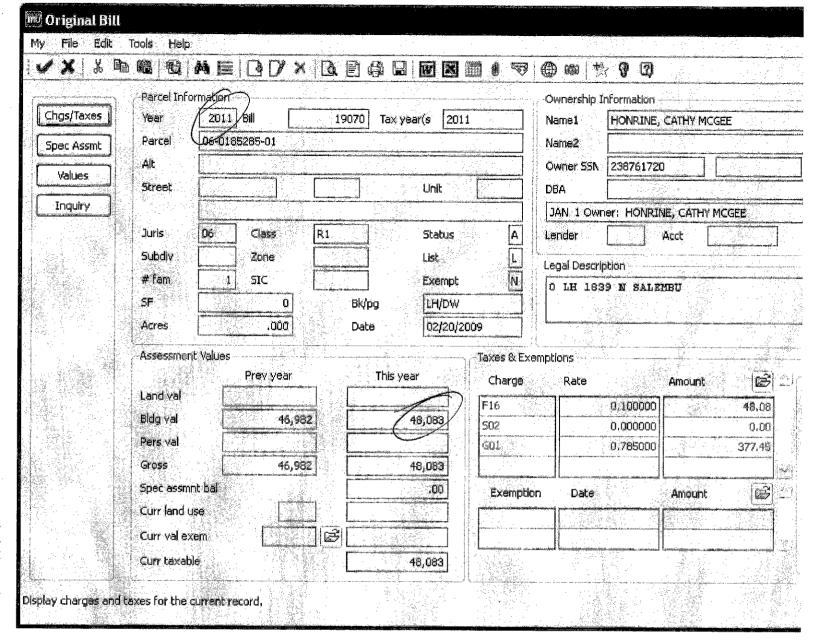


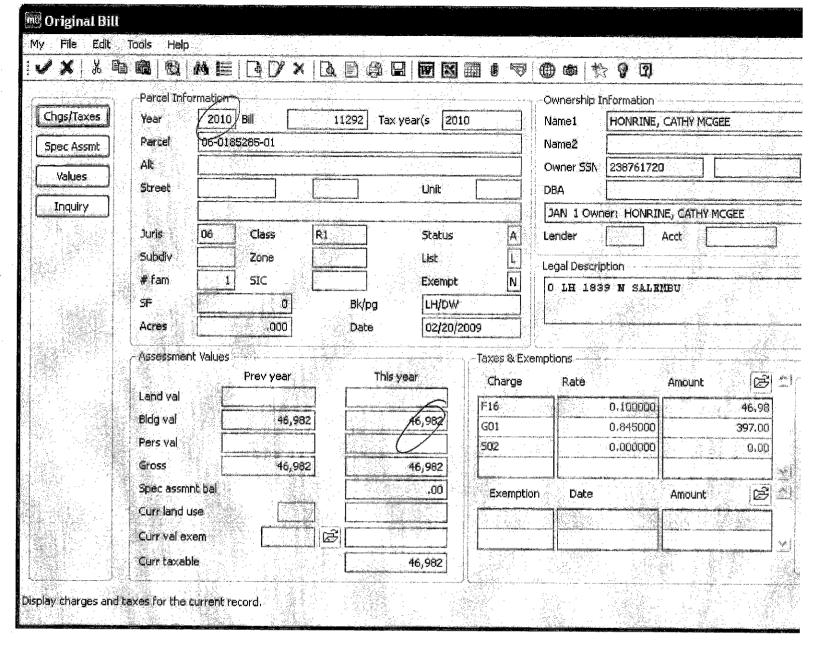


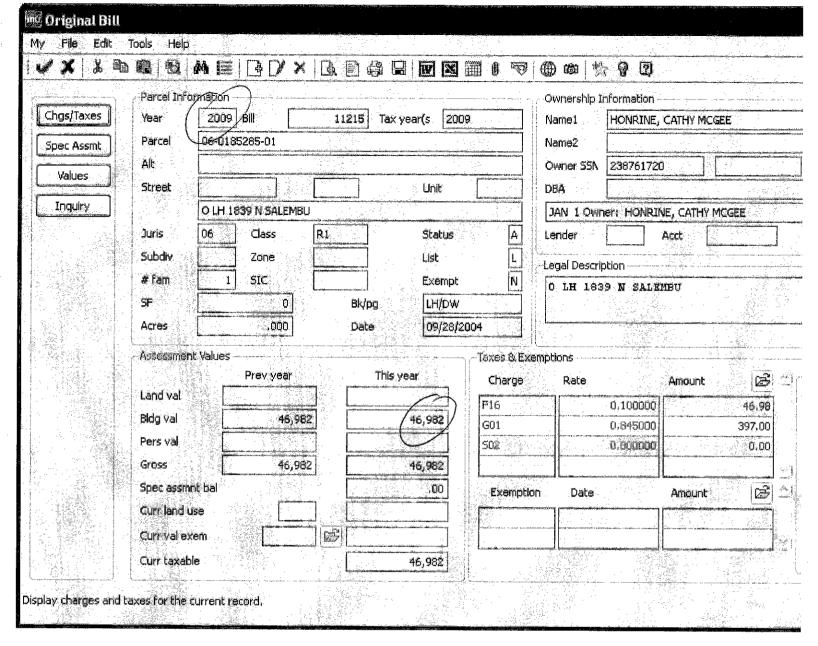


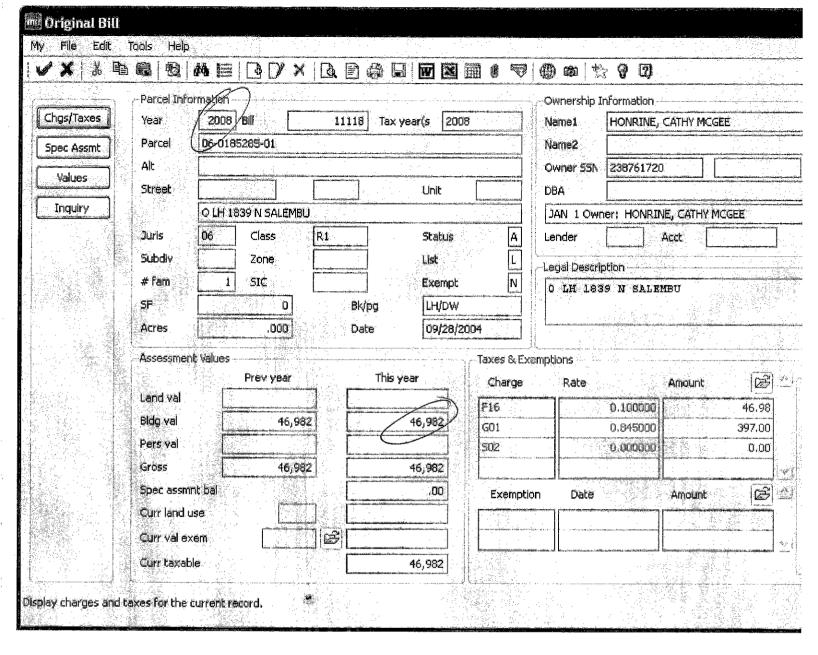












OFFICE OF THE SAMPS ON COUNTY TAX ADMINISTRATOR

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

GLENN SPELL Tax Administrator Telephone 910/592-8146 910/592-8147

by

5794

SAMPSON COUNTY BOARD OF COMMISSIONERS

Gentlemen:				
Pursuant to North Sampson County	Carolina G.S. 105-381, I r	nereby deman	id refund and remission mes Richard	of taxes assessed and collected by Starling Township, Sampson County, for
		in Vie	ald James	Township, Sampson County, fo
the year(s) and in	the amount(s) of.			
	YEAR		, , <u>, , , , , , , , , , , , , , , , , </u>	
	2013		107.12	
		\$		
 		\$		
		\$ \$		
			***************************************	×
	TOTAL REFUND	\$	107.12	
Silling # i # AL 12 / KIA Yours very truly	TOTAL REFUND PO835 PO835 PO608 PO95 PO95 PO96 P		City Tax	94.08 -11.04 107.12
Taxpayer Social Security #)		A		vent Tree Lane

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

P. D. 30X 1082 - CLINTON, NORTH CAROLINA 28329-1082

GLENN SPELL Tax Administrator

Telephone 910/592-8146 910/592-8147

5800

SAMPSON COUNTY BOARD OF COMMISSIONERS EAST ROWAN ROAD

EAST ROWAN ROAD CLINTON, NORTH CAROLINA 28328	
Gentlemen:	
Pursuant to North Carolina G.S. 105-381, I hereby Sampson County against the property owned by in in	demand refund and remission of taxes assessed and collected by Tava Strickland Williamson Climtan Township, Sampson County, for
the year(s) and in the amount(s) of.	
YEAR \$ \$	
TOTAL REFUND \$ These taxes were ass	· · · · · · · · · · · · · · · · · · ·
96834 Id 2010 mazd rrendered Tg# ABB9566	Co2 County Tax (p5, 7) So1 School Tax 12 14 SF2 Fire Tax 2 50 To2 City Tax 33, 48 TOTAL \$ 113, 83
Yours very truly Taxpayer Social Security #_ RECOMMEND APPROVAL: MM MM MM MM MM MM MM MM MM	Mailing address. Tara Strick land x 310 Halifax St Clinton NC 28328

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

P. O. BOX 1(82 - CLINTON, NORTH CAROLINA 28329-1082

GLENN SPELL Tax Administrator

Telephone 910/592-8146 910/592-8147

5783

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

Sampson County against the property owned	ereby demand refund and remission of taxes assessed and collected by
in Hernit	by Clay Pope Arita Pope Township, Sampson County, for
the year(s) and in the amount(s) of. (05 -	081232003
YEAR	
2012	\$ 24.27
2011	s <u>24-27</u>
2010	\$ 29.76
2009	\$ 29.76
2007	s 29.76
TOTAL REFUND	<u>\$ 137.82</u>
DB 1473 8	County Tax 124.92 School Tax
Aita Cope	Mailing address.

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

5789

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

	Daniels Twins Inc
the year(s) and in the amount(s) of.	
YEAR	
2012	\$_104,60
	\$
	\$
	\$
	\$
TOTAL REFUND	s 104, 60
# 800325 These taxes were	assessed through clerical error as follows.
£800325 05521	CO2 County Tax 104, 60 School Tax Fire Tax
£800325 05521	Co2 County Tax 104, 60 School Tax Fire Tax City Tax
£800325 05521	CO2 County Tax 104, 60 School Tax Fire Tax
\$800323 05521 ided Vehicle rendered Tg# PPC 8949 Yours very truly	Co2 County Tax 104, 60 School Tax Fire Tax City Tax
\$800323 05521 ided Vehicle rendered Tg# PPC 8949 Yours very truly	CO2 County Tax OY 60 School Tax Fire Tax City Tax TOTAL \$ DY 60
\$800325 05521 ided Vehicle rendered Tg# PPC 8949	CO2 County Tax O 1 6 0 School Tax Fire Tax City Tax TOTAL \$ 0 1 60
\$800323 05521 ided Vehicle rendered Tg# PPC 8949 Yours very truly Ohi PHO	Co2 County Tax 104, 60 School Tax Fire Tax City Tax TOTAL \$ 104, 60 Malling address. Coclumn Tw. ns In
\$800323 15521 Ided Vehicle rendered Tg# PPC 8949 Yours very truly Di PHO Taxpayer	CO2 County Tax O 1 6 0 School Tax Fire Tax City Tax TOTAL \$ 0 1 60

COUNTY OF SAMPSON

BUDGET AMENDMENT

MEMO:

August 28, 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 budgets below be amended as follows:

EXPENDITURE			
CODE NUMBER	DESCRIPTION (Object of Expenditure)	<u>INCREASE</u>	DECREASE
12551100 512100	Salaries		40287.00
12551100 512700	Longevity	507.00	
12551100 518100	FICA		1212.00
12551100 518120	Medicare FICA		283.00
12551100 518200	Retirement		763.00
12551100 518300	Group Insurance		6403.00
12551110 518300	Group Insurance	4468.00	
12551130 512100	Salaries		14540.00
12551130 518100	FICA		901.00
12551130 518120	Medicare FICA		211.00
12551130 518200	Retirement		979.00
12551130 518300	Group Insurance		4324.00
12551130 518400	Dental		15.00
12551130 518901	401 K		368.00
12551130 526200	Department Supplies		1731.00
12551130 531100	Travel	100.00	
12551130 532100	Telephone & Postage	678.00	
12551130 533000	Utilities	700.00	
	Rental Equipment	1000.00	
	Contract Services	9876.00	
12551200 518300		1077.00	
12551250 512100			17528.00
12551250 518100			1080.00
12551250 518120			252.00
12551250 518200			301.00
12551250 518300			1119.00
12551510 512100			2317.00
12551510 518100			143.00
12551510 518120			28.00
12551510 518200			550.00
12551510 518300	•	14.00	
12551550 512100			4860.00
12551550 518100			300.00
12551550 518120	Medicare FICA		71.00
1			

12551550	518200	Retirement		71.00
12551550	518300	Group Insurance		741.00
12551560	518300	Group Insurance	175.00	
12551600	518300	Group Insurance	291.00	
12551630	512100	Salaries		702.00
12551630	518100	FICA		44.00
12551630	518120	Medicare FICA		10.00
12551630	518200	Retirement	2459.00	
12551630	518300	Group Insurance	14206.00	
12551640	518300	Group Insurance	31230.00	
12551650	518300	Group Insurance	4255.00	
12551670	518300	Group Insurance	6175.00	
12551680	518300	Group Insurance		345.00
12551690	518300	Group Insurance	5222.00	
12551810	518300	Group Insurance	26486.00	
12551810	518400	Dental		662.00
12551810	518901	401K		1141.00
12551920	518300	Group Insurance	3171.00	

REVENUE			
CODE NUMBE	R SOURCE OF REVENUE	<u>INCREASE</u>	<u>DECREASE</u>
12535113 404000	State Assistance		10715.00
12535110 404098	County Contribution		48096.00
12535111 404098	County Contribution	4468.00	
12535120 404098	County Contribution	1077.00	
12535125 404098	County Contribution		20180.00
12535151 404098	County Contribution		1999.00
12535155 404098	County Contribution		6043.00
12535156 404098	County Contribution	175.00	
12535160 404098	County Contribution		291.00
12535163 404098	County Contribution		15909.00
12535164 404098	County Contribution		31230.00
12535165 404098	County Contribution	4255.00	
12535167 404098	County Contribution	6175.00	
12535168 404083	TXIX-Fees		1645.00
12535169 404098	County Contribution	5132.00	
12535181 404098	County Contribution	34546.00	
12535192 404098	County Contribution	3171.00	
12551020 512100	Salaries		80128.00
12551020 512700	Longevity	514.00	
12551020 518100	FICA		11887.00
12551020 518120	Medicare FICA		890.00
12551020 518200	Retirement	1103.00	
12551020 518300	Group Insurance	83754.00	
12551020 518400	Dental		670.00
12551020 518901	401 K		1532.00

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

To reallocate funds to cover MARP reduction and change in funding criteria as well as Group Insurance and Budget allocation corrections.

Dua	get anocation corrections.	(Signature of Department Head)			
ENDORSEMENT 1. Forwarded, recommending approval disapproval		9/3/20 13			
		(County Finance Officer)			
ENL	OORESMENT				
1.	Forwarded, recommending approval/disapproval	20			
	(Date of approval/disapproval by B.O.C.)	(County Manager & Budget Officer)			

MEMO:					8/9/2	2013
FROM:	Lorie Sut	ton, Director of Aging Services			Da	ate
TO:	Sampsor	n County Board of Commissioners				
VIA:	County M	lanager & Finance Officer				
SUBJECT:	Budget A	mendment for fiscal year 2013-20	14			
1. It is request	ed that the I	oudget for the	Aging			Department
be amended as Expenditure		Expenditure Account Description		ln	crease	Decrease
02558670	-524100	Home Repairs - Materials		\$	700.00	
Revenue /		Revenue Account Description			crease	Decrease
02035867	-408401	Home Repairs - Donations		\$	700.00	,
		ove request is/are as follows: nade to our department. Will be used	A0	i.	aterials for v B JUL Department H	h-
ENDORSEME	ENT	<u> </u>	(Olgina	idic oi	Department 1	ioday
1. Forwarde	d, recomm	ending approval/disapproval.		(Coun	2 / 19 ty Finance Of	, 20 <u>/3</u> ficer)
ENDORSEME						
1. Forwarde	d, recomm	ending approval/disapproval.	_			, 20
Date of approval	/disapproval b	by B.O.C.	(C	ounty N	/lanager & Bu	dget Officer)

MEMO:					7/2/2	2013
FROM:	Lorie Sut	ton, Director of Aging Services		_	Da	ate
TO:	Sampsor	County Board of Commissioners	*	_		
VIA:	County M	lanager & Finance Officer				
SUBJECT:	Budget A	mendment for fiscal year 2013-20	14			
1. It is requeste	ed that the b	oudget for the	Aging			Department
be amended as Expenditure		Expenditure Account Description			Increase	Decrease
82558750- 82558750- 82558750-	529901	URP - Materials URP - Soft Cost URP - Contracted Services	,		20,000.00 10,300.00 44,700.00	
Revenue A	ccount	Revenue Account Description			Increase	Decrease
82035875-	403605	Urgent Repair Program - NCHFA		\$	75,000.00	
• •		ve request is/are as follows: nt Repair Program 2013.				
			De la	ù.	LBS u	tta
ENDORSEME	NIT		(Signa	ature	of Department I	lead)
		ending approval/disapproval.			8/19 Val d	, 20 <u>13</u>
ENDORSEME	NT	, , , , , , , , , , , , , , , , , , , ,		(Co	ounty Finance Of	ficer)
		ending approval/disapproval.	-		Makalah galan, * · · · · · · · · · · · · · · · · · ·	, 20
Date of approval/o	lisapproval b	v B.O.C.		Coun	tv Manager & Bu	daet Officer)

MEMO:			7/2/2	2013
FROM: Lorie Su	tton, Director of Aging Services		Da	ate
TO: Sampso	n County Board of Commissioners	;		
VIA: County N	Manager & Finance Officer			
SUBJECT: Budget A	Amendment for fiscal year 2013-20)14		
1. It is requested that the	budget for the	Aging		Department
be amended as follows:			anjandifu - j	•
Expenditure Account	Expenditure Account Description	<u> </u>	Increase	Decrease
02558670-524100	Home Repairs - Materials		6,000.00	
02558670-525100	Home Repairs - Gas, Oil & Tires		2,500.00	
02558670-526200	Home Repairs - Departmental S	• •	500.00	
02558670-526201	Home Repairs - Depart Supplies	s - Equip	1,000.00	
02558670-531100	Home Repairs - Travel		100.00	
02558670-539500	Home Repairs - Training		200.00	
• •	Revenue Account Description Home Repairs - Misc Revenue ove request is/are as follows: expenses associated with Urgent Repa	\$ air Jobs.	10,300.00	Decrease
		Rosi	35	
		(Signature	of Department H	lood)
ENDORSEMENT	£.	(Oignature	A	ieau)
	ending approval/disapproval.		Ounty Finance Of	(5, 20 18) (Cal)
ENDORSEMENT				
Forwarded, recommend	ending approval/disapproval.			, 20
Date of approval/disapproval	w B O C	(Cour	ntv Manager & Bud	daet Officer)

MEMO:			8/15/2013
FROM: SHERIFF	JIMMY THORNTON	Da	ate
TO: Sampso	n County Board of Commissioners		
VIA: County I	Manager & Finance Officer		-
SUBJECT: Budget A	Amendment forr fiscal year 2013-2014		
1. It is requested that the	budget for theSHERIFF		Department
be amended as follows: Expenditure Account	Expenditure Account Description	Increase	Decrease
11243100-554000	CAPTIAL OUTLAY - VEHICLES	\$23,539.62	
11243100-555000	CAPITAL OUTLAY - OTHER EQUIPMENT	\$6,038.33	
	·		
Revenue Account	Revenue Account Description	Increase	Decrease
11034310-408900	MISC REVENUE INSURANCE SETTLEMEN	29,577.95	
	ove request is/are as follows:		
TO REPLACE VEHICLE I	HAT WAS BURNED AND PART OF THE EQUIPME	ENT THAT WAS I	N THE VEHICLE.
	<u>Su</u>	myles	
ENDORSEMENT	(Signat	ure of Department F	lead)
	ending approval/disapproval.	8/19	, 20 <u>/3</u>
		(County Finance Of	ficer)
ENDORSEMENT			
 Forwarded, recomm 	ending approval/disapproval.		, 20

(County Manager & Budget Officer)

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

Cooperative Extension

Sampson County Board of Commissioners

Date: August 20, 2013

ME	MC):
----	----	----

FROM:

TO:

	VIA: SUBJECT:	County Manager & Finance Officer Budget Amendment for Fiscal Year 2010	3-2014	
1.	It is requested	that the budget for the CES-Senior Health	Insurance Info Prog (SHIIP) be an	nended as follows:
04 04 04 04 04 04	PENDITURE DDE NUMBER 549580-512600 549580-518100 549580-518120 549580-526200 549580-529900 549580-532100	DESCRIPTION (Object of Expenditure) Part-Time Salaries FICA Medicare FICA Departmental Supplies Miscellaneous Expenses Travel Telephone & Postage	INCREAS	DECREASE 2,330.00 145.00 34.00 2,500.00 489.00 280.00 100.00
CC	REVENUE DDE NUMBER 1034958-404088	SOURCE OF REVENUE SHIIP Revenue (State of NC-Dept of Ins	INCREAS surance)	<u>DECREASE</u> 5,878.00
		the above request is/are as follows: to the 2013-2014 NC Dept of Insurance, D	ivision of SHIIP Contract funding b Ellew C. City Eileen A. Coite, County Exte	v, CED
EN [Porwarded, red	commending approval/disapproval	Jud Clas (County Finance Of	, 30 <u>/ 3</u> ficer)
ENI	ORSEMEN'	Т		
1.	Forwarded, rec	ommending approval/disapproval.		, 20
	(Date of approv	al/disapproval by B.O.C.)	(County Manager & Bud	get Officer)

Date:	August	20.	2013

MEMO:

FROM:

TO: VIA: Cooperative Extension

Sampson County Board of Commissioners

County Manager & Finance Officer

	SUBJECT:	Budget Amendment for Fiscal Year 2	2013-2014		
1.	It is requested	that the budget for the <u>CES-Senior He</u>	alth Insurance Info Prog (SHIIP) be amende	d as follows:
04 04 04 04 04 04	PENDITURE DDE NUMBER 1549580-512600 1549580-518100 1549580-518120 1549580-526200 1549580-529900 1549580-532100	DESCRIPTION (Object of Expenditure Part-Time Salaries FICA Medicare FICA Departmental Supplies Miscellaneous Expenses Travel Telephone & Postage	<u>ıre)</u>	INCREASE 1,400.00 87.00 21.00 1,100.00 100.00 100.00 82.00	DECREASE
CC	REVENUE DDE NUMBER 4034958-404088	SOURCE OF REVENUE SHIIP Revenue (State of NC-Dept o	f Insurance)	<u>INCREASE</u> 2,890.00	DECREASE
2.	Reason(s) for the	ne above request is/are as follows:			
To bu	udget funding from	the 2013-2014 NC Dept of Insurance,	E Qaer	ct. A. Cotte County Extension	CED birector
ENI	DORSEMEN		M-1,		
1.	Forwarded, rec	ommending arproval/disapproval.	(Count	8/24 Medal y Finance Officer)	20
ENI	DORSEMENT	**************************************	1		
1.		ommending approval/disapproval.			, 20
	(Date of approva	al/disapproval by B.O.C.)	(County Ma	nager & Budget Of	fficer) 07/09

September 3, 2013

MEMO:

FROM: David K. Clack, Finance Officer

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 Various Departments be amended as follows:

Expenditure Account Code	Description (Object of Expenditure)	Increase	Decrease
11243300-555000	Capital outlay other	41,269.00	
11243300-539500	Employee training	40,609.00	
11243300-526201	Department supplies equipment	5,281.00	
11449200-519100	Professional services	7,984.00	
11449200-531101	Existing industry project	1,945.00	
11141340-538100	Data processing programs	2,650.00	

Revenue Account Code	Source of Revenue	Increase	Decrease
11034330-403674	Homeland security grant equipment	41,269.00	
11034330-403676	Homeland security grant training	40,609.00	
11034330-403675	Homeland security grant exercise	5,281.00	
11039999-409800	Fund balance appropriated encumbrances	12,579.00	

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

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

To bring forward funds for items ordered in fiscal year 2012-2013 but not received until fiscal year 2013-2014.

	(Signature of Department Head)
ENDORSEMENT 1. Forwarded, recommending approval/disapproval.	County Finance Officer)
ENDORSEMENT 1. Forwarded, recommending approval/disapproval.	, 20

(County Manager & Budget Officer)

September 3, 2013

MEMO:

FROM: David K. Clack, Finance Officer

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 Schools Capital Outaly Department be amended as follows:

Expenditure Account Code	Description (Object of Expenditure)	Increase	Decrease
11659140-555030	Capital outlay category 1	114,335.00	
11659140-555031	Capital outlay category 2	2,757.00	
11659140-555032	Capital outlay category 3	3,936.00	
11659110-555031	Capital outlay category 2	80,561.00	
11659110-555030	Capital outlay category 1	150,000.00	
19959140-582096	Trans to general fund	351,589.00	

_	Revenue Account Code	Source of Revenue	Increase	Decrease
	19932320-409900	Fund balance appropriated	351,589.00	
	11035914-409612	Trans frm capital reserve	121,028.00	
	11035911-409612	Trans frm capital reserve	230,561.00	
_				

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

To bring forward unspent County schools capital outlay funds from prior year and allocate current year capital outlay funds for City schools.

	Signature of Department Head)
ENDORSEMENT	
1. Forwarded, recommending approval/disapproval.	<u> </u>
	Jand 4 del
ENDORSEMENT	(County Finance Officer)
Forwarded, recommending approval/disapproval.	, 20
Date of approval/disapproval by B.O.C.	(County Manager & Budget Officer)

Carry Over Projects Capital 2013/2014

4.9100.077.461.000.000	District Wide HVAC Systems	2,268.65
4.9100.077.461.346.003	HES-HVAC Replacements	279.06
4.9100.077.461.346.005	HES-Additional Intercoms	6,293.97
4.9100.077.461.347.001	HMS-HVAC Replacements	7,531.36
4.9100.077.461.348.000	HHS-HVAC Replacements	302.30
4.9100.077.461.348.007	HHS-Install Front System	436.70
4.9100.077.461.348.009	HHS-Replace Auditorium Doors	315.35
4.9100.077.461.349.004	LHS-Bleacher Repairs	2,404.90
4,9100.077,461.350.000	MES-Fencing New Playground	1,639.51
4.9100.077.461.350.002	MES-HVAC Replacements	83.71
4.9100.077.461.350.004	MES-Classroom/Admin. Furniture	82.73
4.9100.077.461.352.003	MHS-HVAC-Replacements	.01
4,9100.077.461.354.000	MMS-Wastewater Controls	6,449.40
4.9100.077.461.364.000	PVES-Add'1 Security	9,367.50
4.9100.077.461.364.001	PVES-Install O/S Rear Speakers	4,327.19
4,9100.077.461.372.002	RSMS-Construct. Ath. Field Restrooms	3,137.60
4.9100.077.461.384.002	UES-HVAC Replacements	5,567.56
4.9100.077.461.384.003	UES-Window Glass Replacements	775.00
4,9100.077.461.384.006	UES-Fire Alarm Upgrades	1,300.17
4.9100.077.461.385.000	UIS-HVAC Replacements	.01
4.9100.077.461.385.004	UIS-Floor Covering Replacements	91.76
4.9100.077.461.388.002	UHS-Add'l Water Cooler	9,130.00
4.9100.077.529.000.001	Union District Roofing	4,971.64
4.9100.077.529.100.000	Mobile Units & Assoc. Costs	529.67
4.9100.077.529.350.003	MES-Window Replace/Glazing	500.00
4.9100.077.529.354.000	MMS-Room Renov./Computer Lab	110.64
4.9100.077.529.372.000	RSMS-Renovate Gym/Restrooms	133.21
4.9100.077.532.000.000	District Wide Asbestos Removal	2,435.59
4.9100.077.532.346.004	HES-Electrical Panel/Outlet	860.95
4.9100.077.532.347.001	HMS-Add'l Classroom Casework	446.22
4.9100.077.532.348.005	HHS-Replace Clock System	555.30
4.9100.077.532.352.004	MHS-Storage Building	854.12
4.9100.077.532.352.005	MHS-Install Speed Bumps	499.28
4.9100.077.532.352.006	MHS-Install Athletic Field	28.18
4.9100.077.532.364.001	PVES- Add'l Security	13,200.00
4.9100.077.532.364.002	PVES-Add'l Water Cooler	187.86
4.9100.077.532.370.004	UMS-Add'l Security	8,353.75
4.9100.077.532.372.006	RSMS-Install Gutters@Canopy	5,600.00
4.9100.077.532.376.000	SES-Additional Cameras	11,400.00
4.9200.077.461.000.001	Purchase of Furniture/Blind	2,756.42
4.9100.077.541.001.000	District Wide-Security System	574.97
4.9100.077.541.000.000	District Wide-Fire Systems	1,310.00

Total Half-Cent Sales Tax Funds (Capital Regular	·) \$	117,092.24
4.9300.502.551.000.000 Activity/Vehicle Purcha		3,935.50
Total Special Projects		3,935.50
Total Carry Over	\$	121,027.74
Passed by the majority vote of the Board of Education of Sampson County on the 24 th Day of June, 2013. Chair, Board of Education	We, the Board of Come Sampson County hereby carry over budget for the Schools as indicated abounded entry of this budge minutes of said Board, to Of June, 2013.	y approve the ne County ove and have et on the
Secretary, Board of Education	Chairman, Board of Co	mmissioners
	County Manager ApprovedDisapproved	ved

Carry Over ProjectsCapital2013/2014

SAMPSON COUNTY BOARD OF COMMISSIONERS

	2012	12 01 001/11/110010111110	
ITEM AI	3STRACT	ITEM NO.	6
Meeting Date:	September 9, 2013	x Information OnlyReport/PresentationAction ItemConsent Agenda	Public Comment Closed Session Planning/Zoning Water District Issue

INFORMATION ONLY

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

The following item is an annual report which must be provided to the Board:

a. 2012 Child Fatality Prevention Team Report

The following items are provided in draft form for Board review and will be presented for consideration at your October meeting:

- b. Draft Animal Control Ordinance
- c. Draft Ordinance to Prohibit Smoking and Use of Tobacco Products in County Buildings and Vehicles

MEMORANDUM

TO: Ed Causey, County Manager

FROM: Wanda Robinson, Health Director

DATE: August 27, 2013

SUBJECT: Board of County Commissioner Agenda Items

We are submitting the three items listed below for review and consideration by the Board of County Commissioners.

1. Child Fatality Report.

The Child Fatality Report is submitted annually for review by the Board of County Commissioners. Sampson County is required to establish and maintain a Child Fatality Prevention Team to review child fatalities for children from the ages of birth to 18 years old. The team is tasked with identifying areas for improvement and to recommend changes that would promote the safety and well-being of children. The team reviewed 22 child fatalities during 2012 calendar year. Findings related to these fatalities and the recommendations are found within this report

2. Animal Control Ordinance.

During the 2013 County Commissioners planning session, the issue of a "dangerous dog" ordinance was discussed for Sampson County. The recommendation of the county commissioners was to form a committee for the purpose of developing an animal control ordinance. The committee was formed and met for this purpose. A draft ordinance was developed by the committee and is being submitted for the County Commissioners review and consideration.

NOTE: Highlighted areas indicate inclusion of animal license and taxes.

3. Smoke-Free Ordinance for Sampson County Agencies:

A sample smoke free ordinance for county agencies was presented during the 2013 County Commissioners planning session. The County Commissioners reviewed the ordinance and provided instructions on changes for the ordinance. A smoke-free survey was conducted for Sampson County Government buildings in January 2013. Of the 18 agencies that responded- 17 reported to be smoke-free. This ordinance was reviewed and approved by the Sampson County Board of Health during the July meeting and is being submitted for the County Commissioners review and consideration.

Sampson County Child Fatality Prevention Team

360 County Complex Road - (910) 592-1131 - Clinton NC 28328

Child Fatality Prevention Team 2012 Annual Report

County: Sampson County Health Department

Contact Person: Wanda Robinson, RN

Health Director

Contact Number: 910-592-1131

I. Introduction:

Sampson County is required to establish and maintain a Child Fatality Prevention Team to review child fatalities in our community. The teams are to be established under North Carolina G.S. § 7B-1400 which states "...it is the intent of the General Assembly, through this article, to establish...local teams ... in G.S. § 7B-1406. The purpose of the system is to assess the records of ... all deaths of children in North Carolina from birth to age 18..." The purpose of the Child Fatality Prevention Team is to identify areas for improvement and to recommend changes that would promote the safety and well-being of children. The team was initiated in June 1995 and continues to meet on a quarterly basis. The team reviewed 22 child fatalities between January 1, 2012 and December 31st, 2012. This was an increase from the previous year. Findings related to these fatalities and the recommendations are found within this report.

II. Team Activities and Recommendations:

The team met on a quarterly schedule starting on January 1, 2012. The team, under the direction of the Sampson County Health Director and the Social Services Director, held joint meetings of the County Community Child Protection Team and the Child Fatality Prevention Team.

III. Sampson County Child Fatality Prevention Team Statistical Information:

A. Case Review Process. The purpose of the review is to adequately assess the circumstances surrounding the death of a child. This is done by examining information from agencies that had provided services to the families. The state legislature passed legislation authorizing access of local teams to all medical records, hospital records, and records

maintained by the state, any county or any local agency as necessary to fulfill the team's responsibility to review a child fatality (G.S.§ 143-578).

Cases are identified and recommended for review by the state Child Fatality Prevention Team Coordinator. All team members are alerted and requested to bring information from their agencies to the quarterly team meetings. Other professionals known to have involvement with a family are also invited to the case review meeting. Members of the team are reminded and sign confidentiality statements concerning discussion of the cases. Circumstances surrounding the child's death and available information about the families are discussed. System changes are recommended as deficiencies are identified through case review.

B. Type and number of fatalities reviewed (CY-2012):

Child Death by Cases	# Reviewed
(Cause of Death)	
Birth Defects	4
Other birth related conditions	6
Sudden Infant Death Syndrome	1
Illnesses	5
Unintentional Injuries	
Injuries caused by vehicle	3
Suffocation by overlay	1
Injuries caused by lightening	0
Hanging/Strangulation	0
Accidental poisoning	0
Drowning in swimming pool	0
Homicide	0
Suicide	1
All others	1
Total	22
Child Death by Age	
Infant	12
1-4	2
5-9	3
10-14	2 3
<u>15-17</u>	3
Total	22

IV. Analysis and Recommendations:

A. Trends Identified:

- The death rate increased substantially for infants; the primary cause was due to congenital abnormalities, prematurity and other birth related causes.
- There was one report of a SIDS death this calendar year.
- Unintentional injuries increased for this year, incidents for this year included death due to vehicular accidents.
- There was one report in the suicide category.

B. Recommendations:

- Provide education on the importance of the infants sleeping in their own bed to avoid incidences of death by overlay.
- Education in the schools regarding suicide prevention and suicide postconcussion during sports in the school system.
- Continue to stress the importance of safety belt and safety seats for all age groups.
- Continue to encourage the importance of early and continuous prenatal care
- Campaign to reduce teen pregnancy.

V. Training Needs Identified:

The issue of training for new board members was identified due to turnover in the membership. This training will occur in 2014.

VI. Conclusions:

The team will continue to review and effectively maintain a system's focus. The process has been effective and will continue to be fine tuned to ensure quality reviews. We plan to continue to meet jointly with the Child Protection Prevention Team.

Child Fatality Prevention Team Type and Number of Fatalities

Type and Number of Fatalities Reviewed	CY-2012	CY-2011	CY-2010
Birth Defects	4	5	2
Other birth related conditions	6	6	5
Sudden Infant Death Syndrome	1	0	1
Illnesses	5	2	3
Unintentional Injuries:			
Motor Vehicle Injuries	3	2	1
Suffocation by overlay	1	1	0
Injuries caused by	0	0	0
lightening/hanging/strangulation			
Drowning in swimming pool			
Homicide	0	0	0
Suicide	1	1	1
All others	1	0	0
Total	22	18	13

Definitions

- 1. Birth Defects- Turner's Syndrome, Multiple congenital anomalies, Tetralogy of Fallot, Multiple Congenital Malformations.
- 2. Other Birth related conditions- Perinatal conditions, Malignant neoplasm of the brain stem, Perinatal Intestinal Perforation, Bacterial sepsis of the newborn, Hypoxic Ischemia encephalopathy of newborn, Respiratory Distress of the newborn,
- 3. Illnesses- Spinal Muscular Atrophy, Respiratory Arrest, Disorders of Glycerine Metabolism, Spinal Tumor, Infantile Cerebral Palsy, Malignant Neoplasm
- 4. Unintentional Injuries-Motor Vehicle accident, death by overlay, Accidental suffocation and strangulation in bed,

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 widows 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.
- 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.

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.

Adopted this	day of	,20
		, Chairperson Sampson County Board of Commissioners
ATTEST:		
Sampson County Boa	, Clerkard of Commissioners	K.
Approved as to Form	:	
Sampson County Att	orney	

Approved Board of Health- July 15th, 2013

POLICIES AND PROCEDURES REGARING 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.