

# SAMPSON COUNTY BOARD OF COMMISSIONERS September 2, 2014

7:00 pm	<b>Convene Regular Meeting (County Auditorium)</b> Invocation and Pledge of Allegiance Approve Agenda as Published	
Tab 1	Roads	1
	a. Monthly Report	
	b. Recognition of Retiring District Engineer	
Tab 2	Planning & Zoning	2 - 8
	a. <u>ZA-8-14-1</u> Request to Amend Section 5.1 (Continuance of Nonconforming Buildings) of the Sampson County Zoning Ordinance	
	<ul> <li><u>ZA-8-14-2</u> Request to Amend Section 5.2 (Continuance of Nonconforming Use of Land) of the Sampson County Zoning Ordinance</li> </ul>	
	c. <u>ZA-8-14-3</u> Request to Amend Section 3.3.3 B (Permitted Principal Uses and Structures) of the Sampson County Zoning Ordinance	
Tab 3	Reports & Presentations	_
	a. Recognition - David and Jeanne King	9
	b. Presentation – Dominion Power Proposed Natural Gas Pipeline, Southeast Reliability Project (SERP)	10
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	c. Appointments	19 - 21
	Workforce Development Board	
	• JCPC	
	NC Southeast Partnership	

Tab 5	Consent Agenda	22
	a. Approve the minutes of the August 4, 2014 meeting	23 - 26
	b. Approve the inter-local agreement between Sampson County and the Sampson County Board of Education for the use of school facilities for recreation programs	27 - 34
	c. Authorize the execution of the contract between Sampson County and Southern Software, Inc. for 911 Communications CAD upgrade, as approved in the FY 2014-2015 budget	35 - 54
	d. Authorize the Sheriff's Office to apply for grant funding (with no local match requirement) to provide funding to assist with the costs of two equine cruelty cases	55
	e. Approve the late disabled veterans property tax exclusions for Rickey Hamblen and Robert Fryar	56 - 61
	f. Approve tax refunds as submitted	62 - 76
	g. Approve budget amendments as submitted	77 - 103
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	Adjournment	

SAMPSON COUNTY BOARD OF COMMISSIONERS				
ITEM ABSTRACT	<u>ITEM NO.</u> <b>1 (a-b)</b>			
Meeting Date: Septemb	aInformation OnlyPublic CommentbReport/PresentationClosed SessionAction ItemPlanning/ZoningConsent AgendaWater District Issue			
SUBJECT:	Roads			
DEPARTMENT:	NC Department of Transportation			
PUBLIC HEARING:	No			
CONTACT PERSON:	Keith Eason, Highway Maintenance Engineer Linwood E. Reynolds, District Engineer			
PURPOSE:	To offer monthly response to citizen questions and concerns with regard to roads; to recognize retiring District Engineer			
ATTACHMENTS:	None			
BACKGROUND:	a. Our NCDOT representatives will offer their monthly update and respond to any questions or concerns of the Board or citizens with regard to Sampson County roads.			
	b. In addition to receiving questions and comments with regard to roads, the Board will recognize Lin Reynolds, who will be retiring from the Department as of September 16, 2014.			
RECOMMENDED ACTION OR MOTION:	Receive monthly report and recognize Mr. Reynolds			

# SAMPSON COUNTY BOARD OF COMMISSIONERS

ITEM ABSTRA	CT <u>ITEM NO.</u> <b>2 (a-c)</b>				
Meeting Date: Septe	mber 2, 2014Information Only Report/PresentationxPublic Comment Closed SessionxAction ItemxPlanning/Zoning 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; Maps				
BACKGROUND:	a. <u>ZA-8-14-1</u> Planning staff will review a request to amend the Sampson County Zoning Ordinance, Section 5.1, Continuance of Nonconforming Buildings, as noted in the attached memo. The Planning Board voted unanimously to recommend approval of the amendment.				
	b. <u>ZA-8-14-2</u> Planning staff will review a request to amend the Sampson County Zoning Ordinance, Section 5.2, Continuance of Nonconforming Use of Land, as noted in the attached memo. The Planning Board voted unanimously to recommend approval of the amendment.				
	c. <b>ZA-8-14-3</b> Planning staff will review a request to amend the Sampson County Zoning Ordinance, Section 3.3.3 B, as noted in the attached memo. The Planning Board recommended approval of the amendment.				
RECOMMENDED ACTION OR MOTION:	<ul><li>a. Motion to <u>approve</u> ZA-8-14-1 as presented.</li><li>b. Motion to <u>approve</u> ZA-8-14-2 as presented.</li></ul>				
	c. Motion to <u>approve</u> ZA-8-14-3 as presented.				

# M E M O R A N D U M

# CLINTON-SAMPSON PLANNING AND DEVELOPMENT

2 2 7 LISBON STREET

C L I N T O N , N C 2 8 3 2 8

To:	Ed Causey, County Manager
From:	Mary M. Rose, Planning Director
Subject:	August 18, 2014 Sampson County Planning and Zoning Board Meeting -
	County Board of Commissioners September 1, 2014 Agenda Item
Date:	August 20, 2014

The following request was addressed by the Planning and Zoning Board at their August 18, 2014 meeting:

A zoning amendment request by Planning Staff to amend the Sampson County Zoning Ordinance by amending Section 5.1 Continuance of Nonconforming Buildings.

### Existing:

The lawful use of a building existing at the time of the passage of this Ordinance shall not be affected by this Ordinance, and such use may be extended throughout the building provided no structural alterations except those required by law, ordinance or ordered by the zoning officer to secure the safety of the building are made therein, but no such use shall be extended to occupy land outside such building. If such nonconforming building is removed or the nonconforming use of such building is discontinued for a continuous period of more than one hundred and eighty (180) days, every future use of such premises shall be in conformity with the provisions of this Ordinance.

# Proposed:

- A. The lawful use of a building existing at the time of the passage of this Ordinance shall not be affected by this Ordinance, and such use may be extended throughout the building provided no structural alterations except those required by law, ordinance or ordered by the zoning officer to secure the safety of the building are made therein, but no such use shall be extended to occupy land outside such building. If such nonconforming building is removed or the nonconforming use of such building is discontinued for a continuous period of more than one hundred and eighty (180) days, every future use of such premises shall be in conformity with the provisions of this Ordinance.
- B. Notwithstanding Section (5.1.A), any structure used for single-family residential purposes and maintained as a nonconforming use may be enlarged, so long as the enlargement does not create new nonconformities or increase the extent of existing nonconformities with respect to such matters as setback.

# ZA-8-14-2

A zoning amendment request by Planning Staff to amend the Sampson County Zoning Ordinance by amending Section 5.2 Continuance of Nonconforming Use of Land.

### Existing:

The lawful use of "land" existing at the time of the passage of this Ordinance, although such use does not conform to the provisions of this Ordinance, shall not be affected by this Ordinance provided, however, that no such nonconforming use shall be extended to occupy a greater area of land than occupied by such use at the time of the passage of this Ordinance. If such nonconforming use is discontinued for a continuous period of more than one hundred and eighty (180) days, every future use of said land shall be in conformity with the provision of this Ordinance.

### **Proposed:**

- A. The lawful use of "land" existing at the time of the passage of this Ordinance, although such use does not conform to the provisions of this Ordinance, shall not be affected by this Ordinance provided, however, that no such nonconforming use shall be extended to occupy a greater area of land than occupied by such use at the time of the passage of this Ordinance. If such nonconforming use is discontinued for a continuous period of more than one hundred and eighty (180) days, every future use of said land shall be in conformity with the provision of this Ordinance.
- B. Notwithstanding Section (5.2.A), any structure not in compliance with this ordinance and intended to be used for single-family residential purposes, which use has been discontinued for a continuous period of more than one hundred and eighty (180) days, complies with the Sampson County Building Inspections residential requirements, and the structure has not deteriorated by more than (60) percent of its accessed value may have its use reinstated for residential purposes by the permit writing authority.

<u>ZA-8-14-3</u> – A zoning amendment request by Planning Staff to amend the Sampson County Zoning Ordinance by including Section 3.3.3 MRD-Mixed Residential District.

### **Existing:**

### **B.** Permitted Principal Uses and Structures:

Accessory uses and structures (see general provisions) Agriculture (Bona fide farms) Dwelling, Single Family (including modular homes) Class A Manufactured Homes Churches and their customary uses including childcare on premises, fellowship halls, playgrounds Public utility distribution lines & easements (exempt from yard requirements)

### **Proposed:**

# B. Permitted Principal Uses and Structures:

Accessory uses and structures (see general provisions) Agriculture (Bona fide farms) Dwelling, Single Family (including modular homes)

# Class A Manufactured Homes

**Class B Manufactured Homes** 

Churches and their customary uses including childcare on premises, fellowship halls, playgrounds Public utility distribution lines & easements (exempt from yard requirements)

Please contact my office with any questions or comments.

cc: Susan Holder, Assistant County Manager

### MINUTES OF THE SAMPSON COUNTY PLANNING AND ZONING BOARD

Meeting Date August 18, 2014 Members Present Scott Brown Sherri Smith Debra Bass Gary Mac Herring Angela Marco Billy Cottle

### Minutes Approved

Members Absent Gary Henry

Upon a motion by Gary Mac Herring and seconded by Billy Cottle, the minutes of the July 21, 2014 meeting were unanimously approved as presented.

### <u>V-8-14-1</u>

A variance request by Craven Dale at 10731 North US Highway 421 from Section 5.1 of the Sampson County Zoning Ordinance with regard to continuance of non-conforming building. (See attached site plan)

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

- 1. Craven Dale has signed the variance application as the applicant for the property under consideration.
- 2. The property is currently zoned C-Commercial. (See attached location map)
- 3. The lot is approximately 2.008 acres as shown by the Sampson County Tax Office.
- 4. The applicant is proposing to reconnect power to an existing building to be used for personal storage that does not currently meet the minimum 50 foot front setback required in a C-Commercial district. (See Section 3.3.4 of the Sampson County Zoning Ordinance)
- 5. The applicant will not expand the existing structure from its existing foundation.
- 6. The property under consideration has been posted and all surrounding property owners have been notified.

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

Ayes: Unanimous

### <u>ZA-8-14-1</u>

A zoning amendment request by Planning Staff to amend the Sampson County Zoning Ordinance by amending Section 5.1 Continuance of Nonconforming Buildings.

### Existing:

The lawful use of a building existing at the time of the passage of this Ordinance shall not be affected by this Ordinance, and such use may be extended throughout the building provided no structural alterations except those required by law, ordinance or ordered by the zoning officer to secure the safety of the building are made therein, but no such use shall be extended to occupy land outside such building. If such nonconforming building is removed or the nonconforming use of such building is discontinued for a continuous period of more than one hundred and eighty (180) days, every future use of such premises shall be in conformity with the provisions of this Ordinance.

### Proposed:

- A. The lawful use of a building existing at the time of the passage of this Ordinance shall not be affected by this Ordinance, and such use may be extended throughout the building provided no structural alterations except those required by law, ordinance or ordered by the zoning officer to secure the safety of the building are made therein, but no such use shall be extended to occupy land outside such building. If such nonconforming building is removed or the nonconforming use of such building is discontinued for a continuous period of more than one hundred and eighty (180) days, every future use of such premises shall be in conformity with the provisions of this Ordinance.
- B. Notwithstanding Section (5.1.A), any structure used for single-family residential purposes and maintained as a nonconforming use may be enlarged, so long as the enlargement does not create new nonconformities or increase the extent of existing nonconformities with respect to such matters as setback.

Staff will be prepared for further discussion during the Planning Board meeting.

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

Ayes: Unanimous

### ZA-8-14-2

A zoning amendment request by Planning Staff to amend the Sampson County Zoning Ordinance by amending Section 5.2 Continuance of Nonconforming Use of Land.

### **Existing:**

The lawful use of "land" existing at the time of the passage of this Ordinance, although such use does not conform to the provisions of this Ordinance, shall not be affected by this Ordinance provided, however, that no such nonconforming use shall be extended to occupy a greater area of land than occupied by such use at the time of the passage of this Ordinance. If such nonconforming use is discontinued for a continuous period of more than one hundred and eighty (180) days, every future use of said land shall be in conformity with the provision of this Ordinance.

### **Proposed:**

- A. The lawful use of "land" existing at the time of the passage of this Ordinance, although such use does not conform to the provisions of this Ordinance, shall not be affected by this Ordinance provided, however, that no such nonconforming use shall be extended to occupy a greater area of land than occupied by such use at the time of the passage of this Ordinance. If such nonconforming use is discontinued for a continuous period of more than one hundred and eighty (180) days, every future use of said land shall be in conformity with the provision of this Ordinance.
- B. Notwithstanding Section (5.2.A), any structure not in compliance with this ordinance and intended to be used for single-family residential purposes, which use has been discontinued for a continuous period of more than one hundred and eighty (180) days, complies with the Sampson County Building Inspections residential requirements, and the structure has not deteriorated by more than (60) percent of its accessed value may have its use reinstated for residential purposes by the permit writing authority.

Staff will be prepared for further discussion during the Planning Board meeting.

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

Ayes: Unanimous

ZA-8-14-3 – A zoning amendment request by Planning Staff to amend the Sampson County Zoning Ordinance by including Section 3.3.3 MRD-Mixed Residential District.

### **Existing:**

### **B.** Permitted Principal Uses and Structures:

Accessory uses and structures (see general provisions) Agriculture (Bona fide farms) Dwelling, Single Family (including modular homes) Class A Manufactured Homes Churches and their customary uses including childcare on premises, fellowship halls, playgrounds Public utility distribution lines & easements (exempt from yard requirements)

### **Proposed:**

### **B.** Permitted Principal Uses and Structures:

Accessory uses and structures (see general provisions) Agriculture (Bona fide farms) Dwelling, Single Family (including modular homes) Class A Manufactured Homes Class B Manufactured Homes Churches and their customary uses including childcare on premises, fellowship halls, playgrounds Public utility distribution lines & easements (exempt from yard requirements)

Staff will be prepared for further discussion during the Planning Board meeting.

After Board discussion, Billy Cottle moved to approve the request as presented, seconded by Angela Marco and was approved by the Board.

Ayes: 4-Angela Marco, Billy Cottle, Debra Bass, Gary Mac Herring

Nays: 2-Sherri Smith, Scott Brown

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

Chairman

Secretary

### **BOARD OF COMMISSIONERS** ITEM NO. ITEM ABSTRACT 3 (a) Information Only Public Comment Meeting Date: September 2, 2014 **x** Report/Presentation **Closed Session** Planning/Zoning Action Item Consent Agenda Water District Issue SUBJECT: Recognition - David and Jeannie King **DEPARTMENT:** Governing Body PUBLIC HEARING: No CONTACT PERSON: Jefferson Strickland, Chairman PURPOSE: To recognize David and Jeannie King for their work with the Sampson County History Museum ATTACHMENTS: None The Chairman will present David and Jeannie King a plaque BACKGROUND: recognizing them for their years of work in establishing and maintaining the Sampson County History Museum. PRIOR BOARD ACTION: N/A RECOMMENDED Present plaque ACTION OR MOTION:

SAMPSON COUNTY

# SAMPSON COUNTY BOARD OF COMMISSIONERS

ITEM ABSTRACT		ITEM NC	<u>).</u> 3 (b)	
Meeting Date: September 2, 2014		<ul> <li>Information Only</li> <li>Report/Presentation</li> <li>Action Item</li> <li>Consent Agenda</li> </ul>	Public Comment Closed Session Planning/Zoning Water District Issue	
SUBJECT:		on – Dominion Power Propose Reliability Project (SERP)	ed Natural Gas Pipeline,	
DEPARTMENT:	N/A			
PUBLIC HEARING:	No			
CONTACT PERSON:	Michael Tl	nompson, Dominion NC Powe	er	
PURPOSE:	To hear a presentation from representatives of Dominion NC Power on the proposed natural gas pipeline project (Southeast Reliability Project – SERP)			
ATTACHMENTS:	None			
BACKGROUND:	<ul><li>Mr. Michael Thompson of Dominion NC Power has requested to appear before the Board to discuss the Southeast Reliability Project, a natural gas pipeline that would begin in southern West Virginia, cross into Virginia and end in North Carolina. This meeting is a precursor to other community meetings in those counties through which the pipeline may be constructed.</li><li>Mr. Thompson and his colleagues will provide a PowerPoint presentation on Dominion Power and the SERP project.</li></ul>			
PRIOR BOARD ACTION:	None			
RECOMMENDED ACTION OR MOTION:	Hear prese	entation		

# SAMPSON COUNTY BOARD OF COMMISSIONERS

ITEM ABSTRACT	<u>ITEM NO.</u> 4 (a)			
Meeting Date: September 2	2, 2014       Information Only       Public Comment         X       Action Item       Closed Session         Y       Consent Agenda       Water District Issue			
SUBJECT:	Consideration of Resolution Requesting Amendment to Legislation to Designate the Segment of US Highway 117 from Goldsboro South to I-40 Intersection as a Future Interstate Highway			
DEPARTMENT:	Economic Development			
PUBLIC HEARING:	No			
CONTACT PERSON:	John Swope, Economic Developer			
PURPOSE:	To consider resolution supporting a bill that would designate US- 117 from Goldsboro south to its intersection with I-40 as a future interstate highway			
ATTACHMENTS:	Resolution			
BACKGROUND:	At the meeting of the Wayne County Transportation Committee attended by Commissioners Lockamy and Kirby, EDC Director John Swope and TAG Chairman Jerol Kivett, the Wayne County Committee passed a resolution that supports a bill co-sponsored by Senators Hagan and Burr which would designate US-117 from Goldsboro south to its intersection with I-40 as a future interstate highway. It was suggested that the same resolution be presented to the Board of Commissioners, the Economic Development Commission and Sampson County Transportation Advocacy Group for their adoption and support as well.			
	economic impact of this legislation.			
PRIOR BOARD ACTION:	None			
RECOMMENDED ACTION OR MOTION:	Consider adoption of the resolution and directing its submission to the offices of Senators Hagan and Burr			



# A RESOLUTION REQUESTING AN AMENDMENT TO THE "ROUTE TO OPPORTUNITY AND DEVELOPMENT ACT OF 2014" AND THE COMPANION U. S. HOUSE BILL #4829

WHEREAS, U.S. Senator Kay Hagan has sponsored the "Route to Opportunity and Development Act of 2014", which has been co-sponsored by U.S. Senator Richard Burr; and the companion bill in the US House of Representatives, House Bill #4829, has been sponsored by Congressman G. K. Butterfield; and

**WHEREAS**, this proposed legislation designates some routes (US Highway 64 and US Highway 17) as future interstate highway sections, but does not include the segment of US Highway 117 from Goldsboro south to its intersection with Interstate 40, which would be combined with the already existing segment of Interstate 795 connecting the City of Goldsboro with Interstate 95 north of Goldsboro; and

**WHEREAS**, it is critical to the transportation infrastructure and economic development of eastern North Carolina, including Sampson County, that this segment of US Highway 117 be designated as the future Interstate 795, particularly for improving access to the state ports at Wilmington and Morehead City.

**NOW, THEREFORE BE IT RESOLVED** that the Sampson County Board of Commissioners hereby requests its United States Congressional delegation introduce amendments to this pending legislation to designate the segment of US Highway 117 from Goldsboro south to its intersection with Interstate 40 as a future interstate highway.

Adopted this the  $2^{nd}$  day of September, 2014.

Jefferson B. Strickland, Chairman Sampson County Board of Commissioners

Attest:

Susan J. Holder Clerk to the Board

# SAMPSON COUNTY BOARD OF COMMISSIONERS

ITEM ABSTRACT	<u>ITEM NO.</u> 4 (b)				
Meeting Date: September	2, 2014 Information Only Public Comment Report/Presentation Closed Session X Action Item Planning/Zoning Consent Agenda Water District Issue				
SUBJECT:	Consideration of Amendment of the Sampson County Noise Ordinance				
DEPARTMENT:	Governing Body/Legal				
PUBLIC HEARING:	No				
CONTACT PERSON:	Joel Starling, County Attorney				
PURPOSE:	To hear County Attorney's recommendation regarding amendment to Sampson County noise ordinance in response to a citizen request				
ATTACHMENTS:	Noise Ordinance Amendment Options				
BACKGROUND:	During the Public Comment section of your August agenda, a citizen raised a concern regarding the noise ordinance, and the Board directed the County Attorney review the ordinance provisions that governed the particular problem experienced by this citizen.				
PRIOR BOARD ACTION:	None				
RECOMMENDED ACTION OR MOTION:	Consider the County Attorney's recommendation				

[Insert County Seal]

# SAMPSON COUNTY, NORTH CAROLINA AMENDMENT TO NOISE ORDINANCE ADOPTED SEPTEMBER 2, 2014

WHEREAS, N.C. Gen. Stat. § 153A-133 authorizes counties to regulate, restrict or prohibit by ordinance the production or emission of noises or amplified speech, music or other sounds that tend to annoy, disturb or frighten its citizens; and

WHEREAS, the Board of Commissioners of Sampson County on or about September 12, 2010 adopted a noise ordinance pursuant to N.C. Gen. Stat. § 153A-133 (the "Sampson County Noise Ordinance"); and

WHEREAS, the Board of Commissioners now desire to amend the Sampson County Noise Ordinance, as more particularly set forth below;

NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSIONERS OF SAMPSON COUNTY, NORTH CAROLINA that Section 3(7) of the Sampson County Noise Ordinance is hereby amended to read as follows:

# Section 3. <u>Exceptions.</u>

# (7) Noise from noisemakers on the Fourth of July and fireworks at times allowed under a pyrotechnics permit issued pursuant to Article 54, Chapter 14 of the North Carolina General Statutes.

This amendment to the Sampson County Noise Ordinance was adopted on September 2, 2014 at a duly advertised regular meeting of the Sampson County Board of Commissioners, and the same having been passed with a unanimous vote and with all Board members being present, is to be entered into Sampson County's Book of Ordinances and is to be effective immediately.

Jefferson Strickland, Chairman Sampson County Board of Commissioners

Attest:

Susan J. Holder, Clerk to the Sampson County Board of Commissioners [Insert County Seal]

# SAMPSON COUNTY, NORTH CAROLINA AMENDMENT TO NOISE ORDINANCE ADOPTED SEPTEMBER 2, 2014

WHEREAS, N.C. Gen. Stat. § 153A-133 authorizes counties to regulate, restrict or prohibit by ordinance the production or emission of noises or amplified speech, music or other sounds that tend to annoy, disturb or frighten its citizens; and

WHEREAS, the Board of Commissioners of Sampson County on or about September 12, 2010 adopted a noise ordinance pursuant to N.C. Gen. Stat. § 153A-133 (the "Sampson County Noise Ordinance"); and

WHEREAS, the Board of Commissioners now desire to amend the Sampson County Noise Ordinance, as more particularly set forth below;

NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSIONERS OF SAMPSON COUNTY, NORTH CAROLINA that Section 3(7) of the Sampson County Noise Ordinance is hereby amended to read as follows:

# Section 3. <u>Exceptions.</u>

# (7) Noise from fireworks at times allowed under a pyrotechnics permit issued pursuant to Article 54, Chapter 14 of the North Carolina General Statutes.

This amendment to the Sampson County Noise Ordinance was adopted on September 2, 2014 at a duly advertised regular meeting of the Sampson County Board of Commissioners, and the same having been passed with a unanimous vote and with all Board members being present, is to be entered into Sampson County's Book of Ordinances and is to be effective immediately.

Jefferson Strickland, Chairman Sampson County Board of Commissioners

Attest:

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

### NOISE ORDINANCE

### FOR

### SAMPSON COUNTY

**THAT WHEREAS,** North Carolina General Statutes Section 153A-133 provides that a county may by ordinance regulate, restrict, or prohibit the production or emission of noises or amplified speech, music, or other sounds that tend to annoy, disturb, or frighten its citizens; and

**THAT WHEREAS,** there exists the production or emission of noises or amplified speech, music, or other sounds that do tend to annoy, disturb, or frighten the citizens of Sampson County; and

**THAT WHEREAS,** it is in the best interest of the citizens of Sampson County that the production of noises or amplified sounds that annoy, disturb, injure, or endanger the comfort, health, peace, or safety of reasonable persons of ordinary sensibilities be regulated, restricted, or prohibited;

**THEREFORE**, it is hereby ordained by the Board of Commissioners of Sampson County that the following noise ordinance be adopted and hereafter enforced:

Section 1. Application and jurisdiction.

- (a) This ordinance shall apply at all times of the day or night to all parts of Sampson County, including all areas within the municipal limits of any incorporated town or city if such town or city does not have a duly adopted noise ordinance, and in the event that such town or city should have a duly adopted noise ordinance, then and in that event that town's or city's ordinance shall prevail.
- (b) This ordinance shall apply to any individual, association, partnership, or corporation and includes any officer, employee, department, agency, or instrumentality of any association, partnership, or corporation.

### Section 2. General Prohibition

Subject to the provisions of this ordinance, it shall be unlawful to willfully make, continue, or cause to be made or continue any loud, raucous, and disturbing noise, and it shall be unlawful for a person who owns or is in apparent control of real property to knowingly permit the same to occur or exist thereon. The term loud, raucous, and disturbing noise shall mean any sound which, because of its volume level and duration or character, annoys, disturbs, injures, or endangers the comfort, health, peace, or safety of reasonable persons of ordinary sensibilities within Sampson County.

The following acts are declared to be loud, raucous, and disturbing noises in violation of this ordinance, but such enumeration shall not be deemed exclusive:

(1) Using any loud, boisterous, or raucous language or shouting so as to annoy or disturb the quiet, comfort, or repose of any reasonable person of ordinary sensibilities in the vicinity.

(2) Sounding any horn or signal device on any automobile, motorcycle, bus, or other vehicle, except as a danger signal, so as to create any unreasonably loud or harsh sound and the sounding of such device for any unreasonable period of time.

(3) Operating or permitting to be operated any television, radio, boom box, stereo, tape or CD player, phonograph, musical instrument, or any sound production or amplifying equipment, whether from vehicles, buildings, or otherwise, in such manner or with such volume as to annoy or disturb the quiet, comfort, or repose of any reasonable person of ordinary sensibilities in the vicinity.

(4) Operating a motor vehicle so out of repair or so loaded, with inadequate mufflers, or in such manner that it creates a noise sufficient to annoy or disturb the quiet, comfort, or repose of any reasonable person of ordinary sensibilities in the vicinity. "Motor vehicle" shall mean any vehicle propelled other than by human or animal power on land, including, but not limited to, any automobile, motorcycle, dirt-bike, go-cart, or recreational vehicle.

(5) Possessing any animal (other than cattle, poultry, horses, sheep, or other similar farm animal) which, by habitual howling, yelping, barking, or other natural sound, creates a disturbing noise in a residential area. A "residential area" shall mean any neighborhood, subdivision, housing development, mobile home park, or any other area, whether on one or more streets or roads and whether intermixed with other types of development or land use, where two or more households are situated within hearing distance of each other.

Section 3. Exceptions.

The following are exempt from the provisions of this ordinance:

(1) Sound emanating from public or private secondary educationally sponsored outdoor athletic events.

(2) Construction operations from 7:00 a.m. to 9:00 p.m. on weekdays and 8:00 a.m. to 9:00 p.m. on weekends for which building permits have been issued or are not required, providing all equipment is operated in accord with the manufacturer's specifications and with all standard equipment, manufacturer's mufflers, and noise-reducing equipment in use and in proper operating condition. "Construction" shall mean any site preparation, assembly, erection, repair, alteration, or similar action, including demolition of buildings or structures.

(3) Noise of safety signals, warning devices, emergency pressure relief valves, and all church bells. For purposes of this subsection, the term "church bells" shall not include electronic devices or artificial sound reproduction systems intended to sound like church bells.

(4) Noise resulting from any authorized law enforcement or emergency vehicle.

(5) Noise resulting from parades, lawful picketing, or other public demonstrations protected by the U.S. Constitution or federal or state law, for which a local permit has been granted by the County, provided such activity is of a temporary duration lasting no longer than two hours during any twenty-four (24) hour period. Regulation of noise emanating from activities under such permits shall be according to the conditions and limits stated on the permit.

(6) All noises coming from the normal operations of properly equipped aircraft (not including scale model aircraft).

(7) Noise from noisemakers on holidays and fireworks on holidays or at times allowed under a pyrotechnics permit issued pursuant to Article 54, Chapter 14 of the North Carolina General Statutes.

(8) Lawn mowers, power equipment, and landscape maintenance equipment used between the daylight hours of 7:00 a.m. and 9:00 p.m. when operated with all the manufacturer's standard mufflers and noise reducing equipment in use and in proper operating condition.

(9) Unamplified and amplified sound at community concerts conducted or sponsored by the county.

(10) Practice sessions or performances by marching bands.

(11) Noise from trains and associated railroad rolling stock when operated in proper repair and

manner.

(12) Agricultural equipment when operated in accord with the manufacturer's specifications and with all standard equipment, manufacturer's mufflers, and noise reducing equipment in use and in proper operating condition when used as a part of normal seasonal agricultural practices.

(13) Noise created by livestock and/or poultry kept or raised as part of normal agricultural practices.

(14) The discharge of firearms while engaged in activities permitted or sanctioned by law.

### Section 4. Special permits authorized.

Notwithstanding any of the provisions of this ordinance, the Sampson County Board of Commissioners or its designee may, in its sole discretion, from time to time grant permission by way of a special permit upon written application, duly filed, to such persons, associations, partnerships, or corporations who apply for the right to conduct activities of a business, commercial, educational, or civic nature and which activity entails, or might reasonably be expected to entail, the creation of noise otherwise prohibited by this ordinance. Permits shall be issued in accordance with procedure established by the Sampson County Board of Commissioners. For purposes of this subsection, "civic" shall mean a project or undertaking in which citizens of a county cooperate to promote the common good and general welfare of the county.

Section 5. Enforcement and Penalties.

The provisions of this ordinance shall be enforced as follows:

(1) If any person shall violate this ordinance or any provision thereof, that person shall be guilty of a Class 3 misdemeanor and shall be subject to a fine of up to five hundred dollars (\$500.00) (see G.S. 14-4(a)); or

(2) A law enforcement officer or animal control officer may issue a citation to any person violating this ordinance or any provision thereof. The violator shall thereby be subject to a one hundred dollar (\$100.00) civil penalty, which penalty may provide for a fifteen dollar (\$15.00) delinquency charge upon nonpayment, and which penalty and delinquency charge may be recovered by the city in a civil action. For purposes of this subsection, a law enforcement officer shall mean the sheriff of the county or any officer who possesses the power of arrest, who has taken the law enforcement oath administered under the authority of the State as prescribed by G.S. 11-11, and who is certified as a law enforcement officer under the provisions of Chapter 17C of the General Statutes or certified as a deputy sheriff under the provisions of Chapter 17E of the General Statutes.

This ordinance was passed following presentation to the Sampson County Board of Commissioners at a duly advertised regular board meeting held September 12, 2005. The same being passed by unanimous vote with all board members being present. The same to be entered in Sampson County's Book of Ordinances and to be effective immediately.

Kermit D. Williamson – Chairmar

Attest:

Susan Holder – Clerk

# SAMPSON COUNTY BOARD OF COMMISSIONERS

ITEM ABSTRACT		ITEM NO.	4 (c)
Meeting Date: September	2, 2014	Information Only Report/Presentation Action Item Consent Agenda	Public Comment Closed Session Planning/Zoning Water District Issue
SUBJECT:	Appointments		
DEPARTMENT:	Governing Bod	у	
PUBLIC HEARING:	No		
CONTACT PERSON:	Vice Chairman	Jarvis McLamb	
PURPOSE:	To consider app	pointments to various boar	ds and commissions

<u>Workforce Development Commission</u> There is one remaining vacancy for Sampson County appointees on the Workforce Development Commission, a private sector representative.

<u>Juvenile Justice/JCPC</u> The JCPC Board has requested certain new and replacement appointees:

- Rev. Dudley Neil to replace Rev. Roger White, as the Faith Community representative
- Angela Hodges, as a new General Public representative
- Tommy Macon, to replace Charlotte Murphy as SC School Superintendent designee

<u>NC Southeast Partnership</u> As a member county in the newly constituted Southeastern Partnership, Sampson County is entitled to an appointee to its Board of Directors. Because of the importance of this organization in our economic development efforts, and because of his past experience with the Southeast Partnership, it has been recommended that Kermit Williamson be appointed to the Southeast Board for the FY 2014-2015 term. It is important that this appointment be made at our September 2, 2014 meeting as a new director orientation session is scheduled for September 4<sup>th</sup> and the first Partnership directors meeting is a scheduled for September 16<sup>th</sup>.



FINANCE DEPARTMENT David K. Clack, Finance Officer

August 19, 2014

Mrs. Susan J. Holder Assistant County Manager Sampson County

Mrs. Holder,

The Department of Juvenile Justice & Delinquency Prevention met Monday, August 11, 2014. This meeting resulted in the following recommendations to the JCPC Board for appointment as JCPC members with terms being staggered. I am requesting for these recommendations be presented to the Board of Commissioners for their approval at the next BOC meeting.

Members that are requesting appointment to the JCPC Board are:

- Reverend Dudley Neil Member of Faith Community Replacing Rev. Roger A. White
- Angela Hodges General Public New Board Member County Commissioner appointee
- Tommy Macon

Sampson County Schools Superintendent- Replacing Charlotte Murphy, former SC Schools Superintendent

Sincerely,

David K. Clack Sampson County Finance Director

# We've Got The Corner On America's #1 Relocation Market®

August 6, 2014

Mr. Ed Causey Sampson County Manager POB 1061 Clinton, NC 28329

Dear Mr. Causey,

We are very appreciative to Sampson County for joining the Southeastern Partnership and look forward to having the county's leadership and engagement with our regional economic development program. Each county has one appointee to the board of directors, and we'd request that the Sampson County Commissioners, at its discretion, make an appointment to the Partnership board of directors for FY 2014-2015. We will hold two orientation sessions on August 26 and September 4 for all appointees, and they may pick from one of these two to attend. The first Partnership board meeting for appointees will be September 16 at the NCSE office in Elizabethtown.

Please let me know if you have any questions.

Sincerely, Steve Yost President

707 West Broad Street R. P.O. Box 2556 Elizabethtown, NC 28337 (800) 787-1333 (910) 862-8511 Fax (910) 862-1482 INTERNET: http://www.ncse.org 🍕 e-mail: locate@ncse.org

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Member of the North Carolina Partnership for Economic Development

# SAMPSON COUNTY BOARD OF COMMISSIONERS

ITEM AI	3STRACT		ITEM NO.	 5
Meeting Date:	September 2, 2014	X	Information Only Report/Presentation Action Item Consent Agenda	 Public Comment Closed Session Planning/Zoning Water District Issue

SUBJECT: Consent Agenda

DEPARTMENT: Administration/Multiple Departments

# ITEM DESCRIPTIONS/ATTACHMENTS:

- a. Approve the minutes of the August 4, 2014 meeting
- b. Approve the inter-local agreement between Sampson County and the Sampson County Board of Education for the use of school facilities for recreation programs
- c. Authorize the execution of the contract between Sampson County and Southern Software, Inc. for 911 Communications CAD upgrade, as approved in the FY 2014-2015 budget
- d. Authorize the Sheriff's Office to apply for grant funding (with no local match requirement) to provide funding to assist with the costs of two equine cruelty cases
- e. Approve the late disabled veterans property tax exclusions for Rickey Hamblen and Robert Fryar
- f. Approve tax refunds as submitted
- g. Approve budget amendments as submitted

# RECOMMENDED ACTION OR MOTION: Motion to approve Consent Agenda as presented

# SAMPSON COUNTY, NORTH CAROLINA

The Sampson County Board of Commissioners convened for their regular meeting at 7:00 p.m. on Monday, August 4, 2014 in the County Auditorium, 435 Rowan Road in Clinton, North Carolina. Members present: Chairman Jefferson Strickland, Vice Chairman Jarvis McLamb, Commissioner Albert D. Kirby, Jr. and Commissioner Billy Lockamy. Commissioner Harry Parker was absent.

The Chairman convened the meeting, and Commissioner Kirby led the invocation. Commissioner Lockamy then led the Pledge Allegiance. The Chairman recognized student Haley Stone, a rising sophomore who will be representing Sampson County at the 4H Youth Conference as part of the NCACC Annual Conference.

# Approval of Agenda

Upon a motion made by Commissioner Lockamy and seconded by Commissioner Kirby, the Board voted unanimously to approve the agenda with the addition of two action items – (d) the charge to the Tax Collector and (e) the designation of commissioners to attend a meeting of Wayne County Transportation Committee regarding the Highway 795 corridor.

# Roads

<u>Monthly Report - NCDOT</u> District Engineer Keith Eason was present to address questions or concerns from the Board or citizens in attendance. Mr. Eason had no specific report and there were no comments from the audience in attendance.

<u>Request for Addition of Northgate Lane to Secondary Roads System</u> Mr. Eason reported that Northgate Lane in the Northgate subdivision met the standards for inclusion in the state system, and a resolution from the Board was required for the Department to proceed to accept the road. Upon a motion made by Commissioner Lockamy and seconded by Commissioner Kirby, the Board voted unanimously to adopt a resolution requesting the addition of Northgate Lane to the State secondary roads system. (Copy filed in Inc. Minute Book \_\_\_\_\_, Page \_\_\_\_\_)

# Item 2: Action Items

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

PVT 1138 1376	Bobby Sherwood Lane
PVT 1214 2275	New Pine Lane

Designation of Voting Delegate for NCACC Conference, August 14-17 The Chairman discussed the need to designate a voting delegate by the following day. He noted that he and the County Manager would be in attendance, but that he would suggest the Manager be designated. Upon a motion made by Commissioner Kirby and seconded by Commissioner Lockamy, the Board voted unanimously to designate County Manager Ed Causey as the voting delegate at the 2014 NCACC Annual Conference. Chairman Strickland noted that he had served for two years on the Association Board, and his term expired as of the conference caucus for the District 6 counties of Harnett, Cumberland and Sampson.

Appointments - Workforce Development Board This item was tabled.

<u>Annual Settlement of Taxes and Charge to Collect Taxes</u> As he had previously reported, Tax Administrator Jim Johnson reported that as of July 30, 2014, the outstanding balance of all delinquent taxes for FY 2013-2014 was \$1,507,821.46, which included real property, personal property, motor vehicles, fire, school and municipal tax districts, penalties and advertising costs. He stated that compared to last year, the settlement was approximately \$453,687.60 less than the previous fiscal year. The tax collection rate, he reported, had increased to 96.14%. He noted that the Board had previously authorized the write off of tax bills of \$2.00 or less, and reported this amount for the past fiscal year to be \$403.14. He further reported that the Board must accept this settlement before charging him with collection of the next year's taxes. Upon a motion made by Commissioner Lockamy and seconded by Commissioner McLamb, the Board voted unanimously to accept the settlement for FY 2013-2014 as presented, and charged the Tax Administrator with the collection of taxes for Fiscal Year 2014-2015. (Copy of the charge filed in Inc. Minute Book \_\_\_\_\_, Page \_\_\_\_.)

<u>Wayne County Transportation Committee Meeting</u> The Chairman called the Board's attention to an invitation from the Wayne County Transportation Committee to attend an August 28<sup>th</sup> information session regarding the development Highway 795 corridor to the I-40 intersection into Sampson County. He suggested the Sampson County TAG Committee Chairman Jerol Kivett, Commissioner Albert Kirby (who serves on the Mid Carolina RPO), and Commissioner Lockamy (who serves on the TAG Committee) attend, along with Economic Developer John Swope. Commissioner McLamb moved that the recommended attendees be designated to attend; the motion was seconded by Commissioner Kirby and passed unanimously.

# Item No. 3: Consent Agenda

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

- a. Approved the minutes of the July 7, 2014 meeting
- b. Authorized the execution of the Assistance Policy and Procurement/Disbursement Policy for 2014 Single Family Rehabilitation (SFR) Grant Program with state-requested revisions (Copies filed in Inc. Minute Book \_\_\_\_\_, Page \_\_\_\_\_.)
- c. Approve the late disabled veterans property tax exclusion for Wilma Wrench Edwards (surviving spouse)
- d. Approved the following tax refunds:

#6348	Starke, Dudley Earl	\$106.70
#6220	Layfield, Jonathan Blake	\$254.44
#6289	Pearson, Lori Powell	\$192.75
#6320	Cain, Edna Parker	\$103.30
#6276	CAB East LLC	\$182.62

# Item No. 4: Board Information

The following items were provided to the Board for information:

- a. Vendor Notice of Termination of Medicaid Transportation Contract (Enroute Transportation), effective June 30, 2014
- b. Triangle J Council of Governments Notice of Application to US Foreign Trade Zone Board (Economic Developer John Swope provided a brief explanation of how foreign trade zones operate and the value to certain manufacturers.)

# **County Manager Reports**

County Manager Ed Causey reported that he and the Chairman would be attending the NCACC Annual Conference on August 14-17. The Chairman added that the County had received from the Association requests for legislative goals for the upcoming year. The Chairman also noted that Commissioner Parker was absent due to knee problems and had called in advance of the evening to indicate that he could not attend the meeting.

# **Public Comments**

The following public comments were offered:

W. O. Johnson: I live on the last road in Sampson County on Highway 13. My problem is the noise from the people across the border known as Mexicans. I've been beating this horse for 19 years and it seems like I'm getting no place. I finally got an ordinance passed with some help of one or two of the commissioners, and they wouldn't enforce it. And I came back and got it changed, and I thought maybe it was in right good shape and now for the last long time here they come out and think of some reason not to enforce it. It's got so bad I feel like I've been used for a punching bag, a football and a floor mat. I have not learned to like it yet, and I was wondering if we could get this thing changed to put a few words on it in plain English so everybody could understand. Seems like they want to read the top part of it about the holidays and all that and then they won't do anything about it. I would like for somebody to add a few words on the bottom to say that this ordinance covers any and all noises, including gunfire and fireworks any way, any place, any day. As far as I can understand we had one that covers it, but it does not cover it during the holidays, and I want to know why if you can't drive drunk on the holidays, you can't speed on the holidays, and if using fireworks is illegal every day to the year, yet they can't steal from people and take other things, but they can get out there and fire off their guns and their fireworks and they're stealing my quietness and my sleep. I'm not very old, but I've been here a long time. I would like your help. It seems like everybody's got a grudge against this old man I reckon because he doesn't roll over and play dead. Seems like the deputies who come out come up with some excuse. I'm old enough to be their grandfather, but it seems like they want to pick on me. It takes a big man to pick on an old man when they know that there's nothing I can do. If he wants to be bad, let him pull off his gun and badge and get out there in there in the world and go to a bar and have a few beers and chances are he can find him a partner who will help him be bad if he wants to be. I don't' have much time left, and I'd like to spend it in as much peace as possible. I would appreciate your help if you will. If not, that's the best that I can.

The Board asked the County Attorney to review the County's noise ordinance and bring back proposed language regarding holiday exceptions for the Board to consider.

# Adjournment

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

Jefferson B. Strickland, Chairman

Susan J. Holder, Clerk to the Board

### NORTH CAROLINA

### SAMPSON COUNTY

THIS INTERLOCAL AGREEMENT, [hereinafter the "Agreement"], made and entered into this the \_\_\_\_\_ day of <u>September</u>, 2014 by and between the **COUNTY OF SAMPSON**, [hereinafter the "County"] and the **SAMPSON COUNTY BOARD OF EDUCATION**, [hereinafter the "Board"] both of the State of North Carolina;

### WITNESSETH:

WHEREAS, the official agencies of the County and the Board are mutually interested in an adequate program of community recreation under the auspicies of the County Parks and Recreation Department [hereinafter the "Department"]; AND WHEREAS, those official agencies are authorized to enter into interlocal agreements with each other and to do any and all things necessary or appropriate to aid and cooperate in the cultivation of citizenship by providing for adequate programs of community recreation; AND WHEREAS, in the interest of providing the best services with the least possible expenditure of public funds, full cooperation between the County and the Board is necessary.

**NOW, THEREFORE,** for and in consideration of the premises the County and the Board do now agree, all pursuant to N.C.G.S., Section 160A-461, et. seq., to enter into an interlocal agreement [hereinafter the "Agreement"], the terms and provisions of which are as follows:

### 1. PURPOSE:

[a] The Board will make available to the County for community recreation activities all school areas and facilities located within its school sites situate in areas of Sampson County now or hereafter served by the Department. The utilization of such facilities shall be without the imposition of user fees.

[b] The County will make available to the Board for school recreational events, activities and/ or programs all existing County recreational facilities which are suitable for such events, activities and/ or programs. Use of which shall be allowed without the imposition of any fees.

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### 2. SCHEDULING:

[a] It is recognized that school properties and facilities are intended primarily for school purpose and for the benefit of school age children. It is therefore agreed that, in the planning of programs and scheduling of activities on school grounds and in or on school facilities, the recreational needs and opportunities of such children will be given primary consideration and the property utilized as a part of such program shall be provided appropriate protection.

[b] It is hereby agreed that the Director of Parks and Recreation [hereinafter the "Director"] for the County will recommend the areas and facilities to be utilized by the County for recreational purpose anticipated by this Agreement, and the superintendent for the Board, or his/her designee, shall have the ultimate authority to approve or disapprove those recommendations. The Director, when possible, will work out in advance a schedule of dates of the Board's school recreational facilities to be used by the County pursuant to this Agreement and will arrange that schedule so as to avoid conflicts between individual schools and the recreational use of those individual schools. It being agreed between the parties that in the scheduling of the use of said facilities school events and non-recreational programs instituting a part of each individual schools educational agenda shall have first priority, with recreational goals of this Agreement enjoying a second priority, while other events by other events by other groups or agencies desiring the use of school facilities shall have a third priority.

[c] The superintendent for the Board, or his/her designee, shall select the facilities requested by the Board and those selections shall be subject to approval by the Director. The superintendent for the Board, or his/her designee, when possible, will work out a schedule of dates for the utilization of the County's facilities in advance. It is understood and agreed that scheduling shall be arranged so as to avoid conflicts between recreational and other school uses. That in the scheduling of utilization of facilities under this Agreement recreation department activities shall have a first priority while school events and programs shall have a second priority and other events by third party groups agencies shall have a third priority.

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### 2. PERSONNEL:

[a] The County through the Department agrees to provide adequate personnel to supervise the activities and utilization of facilities and recreational activities which take place after school hours and during holiday and vacation periods upon those areas selected or designated by the Board.

[b] The County agrees to pay all wages, at an agreed applicable rate, for the time it may use a supervisor and/or custodian designated or agreed upon the individual school principals, and the Department.

[c] It is understood and agreed herein that the personnel employed by the County in the Department shall be under the supervision of the Department but that individual school principals shall be consulted in the planning and administering of any recreational program to be conducted by the Department on or in the facilities which are normally under the jurisdiction of these principals. The Department shall otherwise remain solely responsible for programs conducted under its auspices.

[d] This agreement shall be subject to policies and rule of the Board as to the use of any gymnasium, other school buildings, or school athletic or recreational fields or facilities and the Department shall make proper application for the use of all such school facilities as directed or permitted by the Board.

[e] Notwithstanding any other provision in this Agreement to the contrary, no joint agency or principal/agency relationship is established by this Agreement and the Board and the County remain, at all times, solely responsible for their respective programs under this Agreement.

### 4. FINANCING

[a] It is agreed that the Department shall furnish and supply all expendable materials that might be necessary for conducting a community recreation program for all ages in or on the facilities utilized by the Department pursuant to the term of this Agreement.

### 5. IMPROVEMENTS AND MAINTENANCE:

[a] It is agreed that the County may install sprinkler systems, turfing, lighting, play equipment, fencing and additional equipment for recreational use, not in conflict with school use, on those areas selected by the Director for recreational utilization pursuant to this Agreement, subject to written approval by the Superintendent of Schools, or his/her designee. Any installation of equipment or construction of facilities on premises belonging to the Board pursuant to this Agreement shall be solely the County's expense or shall be proportionately shared by the County and the Board, as the respective annual budget appropriations of each of those bodies may permit provided that those annual appropriations are appropriately approved by each such body.

[b] Plans and specifications for the placement of all recreational equipment and permanent improvements upon premises belonging to the Board along with the type, design and construction of such improvement or equipment shall be approved in writing by the Superintendent of School prior to any installation thereof.

[c] The cost of maintaining the improved areas noted in paragraph [b] above shall be borne proportionately by the County and the Board as determined by the relative use of the area. It begins further agreed as between the County and the Board that each shall individually maintain such areas in good condition during those periods of their respective individual use thereof.

### 6. OWNERSHIP OF PROPERTY:

[a] Permanent facility improvement or equipment installation placed or erected on school premises by the County shall remain the property of the County and May be removed by the County if use of the area be subsequently terminated or prohibited; provided that such equipment can be removed without substantial injury or damage to the property of the Board. Provided however, that in the event any or all such equipment installed or erected by the County and situate upon or attached to property belonging to the Board might be desired by the Board to utilize for its own purpose exclusively, then and in such event the Board may retain the same for its individual educational or recreational use provided that the County is

Page -4-

reimbursed for its actual installation coast, less agreed depreciation; provided always that the County may abandon its right to remove any such property, in which event the same shall become the property of the Board and the Board shall have no financial responsibility to the County in those events. Such act of abandonment shall be evidenced by written notification to the Board or by the Department's failure to utilize such premises for a period of three [3] continuous years.

[b] Real property of the Board and real property of the County that shall be utilized for purposed outlined in this Agreement shall be and remain, at all times, the property of the respective owners during the term of this Agreement or any extension thereof.

### 7. MAINTENANCE:

[a] The County assumes full responsibility for any and all damage, injury or breakage to any buildings, windows, fences, fields or other property owned by the Board and located on, or constituting a portion of, the aforesaid premises which arises as the direct result of the Department's use of such property. The County, through the Department, shall assume sole responsibility for keeping such premises reasonably free and clear of trash or litter brought to or left upon the premises by authorized player or spectators. The County, through the Department, shall be responsible for security during permitted recreational activities. The County, through the Department, shall be responsible for selecting sites appropriate for recreational purpose permitted by this Agreement.

[b] The Board assumes full responsibility for and all damage, injury or breakage to any buildings, windows, fences or other property owned by the County and situate upon the premises belonging to the County which are the direct result of the Board's utilization of such premises. It being further understood that the Board additionally has sole responsibility for keeping said premises belonging to the County reasonably clear of trash or little brought upon of left upon the premises covered by this Agreement by authorized players or spectators. The Board shall be responsible for security during recreational activities conducted under its supervision. The Board shall further be responsible for selecting sights appropriate for its recreational purpose permitted by this Agreement.

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# 8. INDEMNIFICATION:

[a] The County assumes all risk of injury, loss, damage or death to person or property directly arising out of or directly incurred in connection with the Department's use of premises belonging to the Board and hereby agrees to indemnify the Board absolutely and in full against any loss, claim, demand, liability, damage, judgment or expense sustained by the Board as a result of that use; and in this connection, the County agrees, at its sole expense, to:

[1] Maintain in full force during the lease term, or any extension thereof, a policy or policies of comprehensive liability insurance written by one or more responsible insurance companies and licensed to do business in the State of North Carolina, which shall insure the County and the Board against liabilities for injuries to person, property or death of any person occurring on premises belonging to the Board and then being utilized by the Department pursuant to this Agreement, or

[2] To maintain a program of self-insurance for liability for injury, death, death or property damage in lieu of purchasing coverage which shall indemnify the Board in all such instances.

[b] The Board assumes all risk of injury, loss, damage or death to person or property directly arising out of or directly incurred in connection with its use of any premises belonging to the County and being utilized by the Board pursuant to this Agreement and further agrees to indemnify the County absolutely and in full against and loss, claim, demand, liability, damage, judgment or expense sustained by the County as a result of that use; and in this connection, the Board agrees, at its sole expense to:

[1] Maintain in full force during the lease term, or extension thereof, a policy or policies of comprehensive liability insurance written by one or more responsible insurance companies licensed to do business in the State of North Carolina, which shall insure the County and the Board against liability for injuries to persons, property or death of any person occurring on premises belonging to the County and being utilized by the Board pursuant to the Agreement ,or

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[2] To maintain a program of self – insurance for liability for injury, death or property damage in lieu of purchasing coverage which shall indemnify the County in all such instance.

[c] It is understood and agreed that the rights, privileges, obligation, and liabilities conveyed to the Board and the County pursuant to this Agreement are non-transferrable and cannot be conveyed in part or totally to a third party.

[d] It is not the intent of either party by entering the Agreement to waive any immunity available either at common law or by statute, nor is this Agreement intended by either party to be an insurance contract.

### 9. DURATION:

[a] This Agreement shall begin at 12:01 am on the 1<sup>st</sup> day of September,2014 and shall end at 11:59 pm on the 20<sup>th</sup> day of June, 2020, unless sooner terminated consistent with the provisions of this Agreement.

### 10. AMENDEMENT:

[a] This Agreement may be amended at any time by the written consent of both parties.

### 11. TERMINATION:

[a] It is further understood and agreed that either party to this Agreement may at any time terminate the same upon giving, in writing, to the other party, at least three [3] months prior notice of such intention.

# 12. PROGRAM EXTENSION:

[a] In the event the County continues to operate its programs, through the Department, on the property of the Board after the expiration of the term hereof and without the execution of a new agreement, then the County shall operate those programs subject to all conditions, provisions and obligations of this Agreement, subject to termination at will by the Board.

[b] In the event the Board continues to operate its programs on the property of the County after the expiration of the term hereof and without the execution of a new agreement, then the Board shall operate those programs subject to all conditions, provisions and obligations of this Agreement, subject to termination at will by the County.

# 13. MISCELLANEOUS:

[a] It is agreed that this Agreement nullifies and voids any previous agreements between the Board and the County for use of recreational facilities by the Department.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed in duplicated originals, one of which is retained by each parties hereto, this the day and year first above written.

# SAMPSON COUNTY BOARD OF EDUCATION

Ву:\_\_\_\_\_

-Chairman

[Corporate Seal]

Secretary to Board

Clerk to the Board



RONALD BASS DIRECTOR (910) 592-8996

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

### **MEMORANDUM:**

- TO:Ms. Edwin W. Causey, County ManagerFROM:Ronald Bass, Emergency Management
- DATE: August 19, 2014

### SUBJECT: New CAD Contract for new Software Quotes for new CAD Hardware Equipment



In our approved FY 2014-2015 911 budget and Communications budget we have funds in place to purchase new CAD software from Southern Software and new hardware. Please find listed below a breakdown of the cost for the proposed system.

- Software cost \$207,843.00
- Hardware Cost \$37,358.23
- Total Cost \$245,201.23
- 911 Funds pay \$207,169.35
- County share \$38,031.88

As indicated above 911 funds will pay a large percentage of the cost. In recent years the Sampson County Sheriff's Office and Clinton Police Department have begun utilizing Southern Software, while our current CAD software limits the integration the 911 center has with the responders. The lack of core integration poses the following operational risks that we currently cannot do:

- Inability for dispatch to automatically search both the sheriff and police record management systems.
- The inability for dispatch to automatically create the base incident report for responder system.
- Inability to directly assign case numbers to reports.
- Responders unable to create or add information to a dispatch event.

Southern software would solve multiple issues such as: Core integration with the responders, lower maintenance cost and most important responder safety. As a result of switching from our current vendor to Southern Software approximately \$87,000.00 would be saved over a five year period in annual support.

The North Carolina 911 board and IT recommends replacing the 911 CAD server and workstations every three years, our equipment was last replaced in April 2010.

The enclosed is being forwarded for your review and execution. If you should have any questions please give me a call.

RB/dhd

Enclosures: Memo from Mr. Chris Rayner, IT Director New CAD Contract for new Software Quotes for New CAD Hardware Equipment

Emergency Management, Fire Marshal, Fire, Ressue, Fire Inspections, E-911, Communications

### CONTRACT

This contract (the "Contract") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between SOUTHERN SOFTWARE, a North Carolina Based Corporation with its principal place of business at 150 Perry Drive, Southern Pines, North Carolina 28387 (the "Seller"), and **Sampson County 911 Communications,** 107 Underwood St., Clinton, NC 28329 (the "Buyer").

### WITNESSETH

WHEREAS, the Seller is in the business of producing computer software and providing the hardware and installation incident to the use of such software;

AND WHEREAS, the Buyer has contracted to buy and the Seller has agreed to sell software together with the hardware and installation hereinafter described.

NOW THEREFORE, in consideration of the terms and conditions hereinafter provided the parties hereto, intending to be legally bound, agree as follows:

**1. DESCRIPTION OF GOODS AND SERVICES.** The Buyer has contracted to purchase from the Seller and the Seller has agreed to sell to the Buyer the computer software, hardware and related installation more particularly described on Schedule 1 attached hereto and herein incorporated by reference. It is understood that Southern Software's products are designed to and will only work with products provided by Southern Software.

**2. PURCHASE PRICE.** The purchase price of the computer software, hardware (if any) and related installation being acquired as described in Section 1 above is attached hereto on Schedule 2. Terms of payment are set forth on Schedule 6 also attached hereto. Schedule 2 and Schedule 6 are herein incorporated by reference.

**3. INSTALLATION.** The commencement and completion date for the installation of the software, hardware and related installation described in Section 1 above is more particularly described on Schedule 3 attached hereto and herein incorporated by reference.

**4. WARRANTIES.** The warranties being provided to Buyer by Seller or by third parties through the Seller regarding the software, hardware and related installation are more particularly described on Schedule 4 attached hereto and herein incorporated by reference. Buyer acknowledges that except for the warranties set forth on Schedule 4, the Seller makes no warranties expressed or implied regarding the computer hardware or software described herein as same relates to its fitness for the intended uses or for the intended service. NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT (INCLUDING, BUT NOT LIMITED TO THE INDEMNITIES SET FORTH IN THIS CONTRACT), Seller's liability to Buyer or any party claiming damages or losses through Buyer, to the extent that Seller shall be liable to Buyer for damages or losses pursuant to this Contract, such damages or losses shall be limited in amount to the actual amount paid to Seller by Buyer under paragraph 2 hereof. Seller, however, agrees to maintain general liability insurance with

limits of not less than \$1,000,000.00 and to take action to notify buyer of change in said coverage and to provide proof of said coverage upon renewal of each policy term.

**5. TRAINING SESSIONS.** The Seller's obligation, if any, to provide training to the Buyer's designated personnel and the times for such training sessions, if any, are set forth on Schedule 5 attached hereto and herein incorporated by reference.

**6. SUPPORT.** Attached hereto and made a part hereof is Schedule 7, Commencement of Support, and Support Agreements (please review support agreements for information regarding support coverage)

**7. FORCE MAJEURE.** The Seller shall not be required to perform any term, condition or covenant of this Contract so long as such performance is delayed or prevented by <u>force</u> <u>majeure</u>, which shall mean act of God, strikes, lockouts, material or labor restrictions by any government authority, civil riot or floods.

**8. CAPTIONS.** The underscored captions to the sections contained in this Contract are in no way to be used in construing, interpreting, expanding or limiting any provisions contained herein.

**9. NOTICES AND ADDRESSES.** Any notice, approval or other communication required or permitted hereunder shall be in writing and (1) delivered personally with receipt acknowledged, or (2) sent by certified mail or overnight delivery, return receipt requested, postage prepaid and addressed as shown below.

All notices personally delivered shall be deemed delivered on the date of delivery. All notices forwarded by mail or overnight delivery shall be deemed received on a date seven (7) days (excluding Sundays and holidays) immediately following the date of deposit in the U.S. Mail or delivery to the overnight courier with receipt acknowledged provided, however, the return receipt, indicating the date upon which all notices were received, shall be prima facie evidence that such notices were received on the date on the return receipt.

If to Seller:	Southern Software, Inc 150 Perry Drive Southern Pines, NC 28387
If to Buyer: Attn:	Sampson County 911 Communications Ronald Bass and Roberta Parker 107 Underwood St. (28329) PO Box 8 (28328) Clinton, NC
E-mail: Phone: Fax:	911center@sampsonnc.com (910) 592-1151 (Roberta Parker – ext. 2226) (334) 670-2080

The addresses may be changed by giving notice of such change in the manner provided herein for giving notice. Unless and until such written notice is received, the last address and the last addressee given shall be deemed to continue in effect for all purposes.

**10. MISCELLANEOUS.** Words of gender or singular/plural shall be construed to fit the context. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. The Contract shall be construed under and in accordance with the laws of the State of North Carolina. In case any one or more of the provisions contained in this Contract shall be held to be illegal, such illegality shall not effect any other provisions thereof and this Contract shall be construed as if such illegal provision had never been contained herein. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings, or written or oral contracts between the parties regarding the subject matter. This Contract may not be amended except in writing executed by all parties.

**11. THIRD PARTY ACQUISITION OF SOFTWARE**. The Seller shall notify the procuring agency in writing should the intellectual property, associated business, or all of its assets be acquired by a third party. The Seller further agrees that the contract's terms and conditions, including any and all license rights and related services, shall not be affected by the acquisition.

12. LIMITATION OF LIABILITY. Customer agrees and acknowledges that, under no circumstances, shall Southern Software or its subcontractors be liable for (a) third party claims against Customer for damages, (b) special, punitive, indirect, lost profits or savings, lost or corrupted data or software, incidental or consequential damages of any type including, but not limited to, products or systems being unavailable for use, whether direct, indirect or otherwise, arising out of or in connection with this Agreement, the Licensed Products, the Purchased Hardware or the Technical Supported Service or arising out of the results or operation of any system resulting from implementation of any recommended plan or design, even if Southern Software or its subcontractors have been advised of the possibility of the damage and even if Customer asserts or establishes a failure of essential purpose of any limited remedy provided in this Agreement. Further, under no circumstances, will Southern Software be liable to Customer for any amount in excess of the fees and charges actually collected and received by Southern Software for services provided in the twelve-(12)-month period immediately preceding the date on which Southern Software is notified by Customer of any claim of liability. This limitation of liability applies to all types of legal theories including, but not limited to, contract, tort (including negligence), professional liability, product liability, and warranty.

**13. INDEMNIFICATION.** Seller shall indemnify, defend and hold Buyer harmless from and against all damages and costs finally awarded for any infringement of a valid Unites States patent, trademark, trade secret, copyright or other intellectual property right of a third party in any suit based upon the proper use by Buyer of the System under the license by Seller granted hereunder. In such event, Buyer shall promptly notify Seller of any alleged

infringement of which Buyer becomes aware and shall provide to Seller reasonable assistance in the defense of such any alleged infringement.

In the event of an infringement claim against Buyer with respect to the System or in the event Seller believes such claim is likely, Seller shall have the option at its expense to (i) modify or replace the System so that it is non-infringing or (ii) obtain for Buyer a right to continue accessing the System at no additional cost to Buyer. If neither of the foregoing alternatives is commercially practicable, Seller shall have the right to require the Buyer to return the System and any portions thereof that are the subject of the alleged infringement and the license granted to Buyer shall terminate with no continuing obligation or liability of Seller except that Buyer shall be entitled to a prompt refund of any fees paid to Seller for any such System or parts thereof including hardware and software.

IN WITNESS WHEREOF, the parties have executed this contract in their appropriate capacities the day and year first above written.

(COMPANY SEAL)

SOUTHERN SOFTWARE, INC By: \_

ATTEST President

NORTH CAROLINA MOORE COUNTY

I, a Notary Public of the County and State aforesaid, certify that John Roscoe, personally came before me this day and acknowledged that he is President of SOUTHERN SOFTWARE, a North Carolina, Based Corporation and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name by its CEO, sealed with its company seal and attested by John Roscoe as its Secretary.

Witness my hand and official stamp or seal, this  $\frac{12}{2}$  day of <u>gust</u>, 2014.

Mu EUJAhr Notary Public Alu EW Inchestr

My Commission Expires:

7.27.2018

### SAMPSON COUNTY 911 COMMUNICATIONS

By:		

Title: \_\_\_\_\_

17 (a)

NORTH CAROLINA \_\_\_\_\_COUNTY

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_\_, as \_\_\_\_\_, on behalf of the County.

Notary Public

My Commission Expires:

### SCHEDULE 1 DESCRIPTION OF GOODS AND SERVICES

•	Computer aided dispatch Real time dispatch call management 911 interface	8 Positions
•	CAD for EOC	1
•	CAD Reporting Station	2
•	Preliminary CAD Build	1
•	Wireless Messaging with 5 Additional Connectors	1
•	Mapping Display System (MDS) Dispatch map for CAD calls	8 Positions
•	Map Centric Addressing (MCA)/Geo Backoffice	1
•	Evaluation of GIS/911 Centerline Base Map	1
•	CAD Interface for NCIC	1
•	Conversion of CAD Calls for Service	1
•	Project management and Training Manage all aspects of project Installation of Software Administrative training sessions for all applications User training Onsite management at go live	
•	Support & Maintenance CAD Support 24/7 MDS Support 24/7 MCA/Geo Backoffice 8/5	1 Year

Wireless Messaging Support 24/7 CAD Interface for NCIC Support 24/7

### SCHEDULE 2 PURCHASE PRICE

CAD SOFTWARE		Qty	
CAD - Full Positions		4	\$64,000.00
<b>CAD</b> - Additional Positions		4	\$32,000.00
CAD - For EOC		1	\$0.00
Reporting Station		2	\$2,000.00
Preliminary CAD Build		1	\$4,500.00
Wireless Messaging (with 5 Addi	tional Connectors)	1	\$8,000.00
Mapping Display System (MDS)		4	\$20,000.00
Mapping Display System (MDS) -	Additional Positions	4	\$7,980.00
Map Centric Address (MCA)/Geo	BackOffice	1	\$9,995.00
Evaluation of GIS/911 Centerline	Base Map	1	\$3,250.00
CAD interface for NCIC		1	\$6,000.00
		Total Software:	\$157,725.00
CONVERSION			
Data Conversion	Conversion of Calls for Service	1	
		Total Conversion:	\$4,375.00
			<i><i><i>ϕ</i></i> 1,070.00</i>
PROJECT MANAGEMENT			
Project Management Fee - includin	ng Installation, Training and Projec	t Management	
	Total Pro	ject Management:	\$27,043.00
YEARLY SUPPORT			
CAD	24/7 SUPPORT	1	\$8,450.00
Mapping Display System (MDS)	24/7 SUPPORT	1	\$7,000.00
MCA/Geo BackOffice	8:30-5, M-F	1	\$1,250.00
Wireless Messaging	24/7 SUPPORT	1	\$750.00
CAD Interface for NCIC	24/7 SUPPORT	1	\$1,250.00
		Total Support:	\$18,700.00
TOTAL INVESTMENT (STAT	FE TAX AND SHIPPING NOT INCLUDED)		\$207,843.00
NOTE: MICROSOFT® SQL SERVER 200	8™ R2 IS REQUIRED.		
CAD Software includes (30) days of fre	ee support, including all updates.		
Management fees include training, ins			
	tallation, and project management.		

Southern Software will install its software products only on computer configurations compatible with these products. Hardware specifications are available upon request.

### SCHEDULE 3 SCHEDULE OF INSTALLATION/TERMS AND CONDITIONS

- Installation to commence on or about when both parties mutually agree on a date.
- Pre-Installation responsibilities are as follows:

### Southern Software Responsibilities:

- 1. Load, configure and test all products on the appropriate machines
- 2. Train appropriate administrative staff in the entry of agency specific information and codes necessary to begin implementation of all software products
- 3. Provide qualified training personnel for applicable software

### SCHEDULE 4 WARRANTIES

Southern Software warrants all software products delivered and installed to function as demonstrated and publicized in Schedule 1, Description of Goods and Services, attached hereto. Southern Software warrants the system free of defects in materials and workmanship for a period of 1-year commencing on the date of acceptance or the date the system is put into operation. Southern Software only warrants the product written by Southern Software, Inc.

Platforms on which CAD and associated programs are written and warranted by their respective manufacturers and thereby any manufacturer's "Standard Commercial Warranty" shall apply. Southern Software does not warranty that the operation of a product will be uninterrupted or error free or that each defect in a product program be corrected, unless it affects the operation or proper functioning of the system.

This warranty is voided if customer alters or misuses product in any way or in any way modifies the original software provided. Customer understands and acknowledges that the CAD associated products are mission critical, networked systems and are to be operated on exclusive network without any other customer installed applications. Any malfunction caused by customer-loaded applications within this network shall be the responsibility of the customer.

Operation and functionality, delivery and installation on all described software products in Schedule 1, Description of Goods and Services, attached hereto is dependent solely upon information and specifications furnished to Southern Software by customer. Any exceptions or modifications to this information may affect the terms and conditions of this Contract.

### SCHEDULE 5 TRAINING SESSIONS

Dates for training to be determined.

• For a more effective training session, we recommend that the training site have a classroom with computers available. For example, a community college computer lab or university. The site is to be agreed upon before training begins. The success of this project depends on how well this phase of the contract is implemented. Every effort should be made to locate an adequate training site.

\* Southern Software may supply training computers if necessary. Please inquire with Project Manager.

### SCHEDULE 6 PAYMENT SCHEDULE

- 30% OF SOFTWARE PLUS 100% CONVERSION COST PLUS 100% MANAGEMENT FEE DUE UPON SIGNING OF CONTRACT (NOTE: NO PROJECT MANAGEMENT INCLUDING SCHEDULING OF THIS PROJECT WILL BEGIN UNTIL THIS PAYMENT IS RECEIVED) = \$ 78,735.50
- 60% OF SOFTWARE DUE UPON COMPLETION OF INSTALLATION AND TRAINING = \$ 94,635.00
- FINAL 10% OF SOFTWARE AND 100% OF SUPPORT DUE 30 DAYS AFTER COMPLETION OF INSTALLATION AND TRAINING = \$ 34,472.50

### SCHEDULE 7 COMMENCEMENT OF SUPPORT

- Support period will begin after the completion of training.
- The anniversary date for payment of the support fees will coincide with the date of completion of training. Support fees are billed and due at the beginning of the support period.
- Copies of Support Agreements are attached.

### SUPPORT FEES

1 Year	CAD ANNUAL SUPPORT - 24/7	\$ 8,450.00
1 Year	MDS ANNUAL SUPPORT - 24/7	\$ 7,000.00
1 Year	MCA/GEO BACKOFFICE – 8/5	\$ 1,250.00
1 Year	WIRELESS MESSAGING ANNUAL SUPPORT - 24/7	\$ 750.00
1 Year	CAD INTERFACE FOR NCIC – 24/7	\$ 1,250.00
	TOTAL PRICE	\$ 18,700.00

### SOUTHERN SOFTWARE'S ANNUAL SOFTWARE SUPPORT AGREEMENT CAD, MAPPING DISPLAY SYSTEM (MDS), WIRELESS MESSAGING, CAD INTERFACE FOR NCIC 24/7

Southern Software's Computer Aided Dispatch (CAD), Mapping Display System (MDS), Wireless Messaging, CAD Interface for NCIC. This Software Support Agreement covers 24 hours a day, seven days a week support.

#### **Problem Resolution**

Southern Software will provide customer software support for mission critical operation of **Computer Aided Dispatch (CAD), Mapping Display System (MDS), Wireless Messaging, CAD Interface for NCIC** 24 hours a day, seven days a week. This period includes holidays and weekends. This Agreement does not constitute a warranty but provides for mission critical problem resolutions at any time and nonmission critical problem resolutions of repeatable errors during normal business hours, EST. Southern Software cannot warrant the product will operate free of problems in perpetuity. Southern Software does not warrant third party software applications used in programs provided to customers, i.e., Microsoft® Word. The purpose of this Agreement is to provide the necessary technical assistance to ensure a timely problem resolution and to minimize down time. This Agreement is not intended to provide around-theclock assistance for problems not deemed to be operation critical. Mission critical is defined as "any problem that renders the entire system unstable or inoperable".

For problems covered under this Agreement, Southern Software will provide the following:

- Telephone response within three hours of notification of the problem from 8:30 a.m. to 5:00 p.m., EST, Monday thru Friday. During this initial response, support personnel will determine the nature of the problem and severity. An attempt to resolve the problem will be made by giving instructions to the customer. Any problem deemed mission critical will take top priority over all other calls.
- Telephone response within one hour of notification of the problem after 5:00 p.m., EST and during holidays that fall on a normal work day. During this initial response, support personnel will determine the nature of the problem and severity. An attempt to resolve the problem will be made by giving instructions to the customer.
- If this is unsuccessful or the severity too great, then Southern Software will escalate to a Level 2 response. A Level 2 response involves a support technician connecting remotely to the customer's network using industry standard secure remote diagnostic methods to attempt to resolve the problem.
- If the problem is unable to be detected or resolved with a Level 2 response then a technician will be scheduled for an on site visit. There is no cost to the customer for the on site visit as long as the problem is with a Southern Software product or equipment covered by a Southern Software support contract and as long as the problem is not due to a virus or negligent actions/treatment

The user understands support staff may provide a temporary fix. A permanent fix will be provided at a later date.

### **Program Updates**

Southern Software will provide program updates to support customers as new updates, fixes and features are added. Updates will be made universally to all supported customers at one time. No custom programming will be performed.

### Third Party

If, at any time, an update of a third party's software is required, Southern Software will not incur the cost of such upgrade.

### System Administrator

The customer agrees to have a designated administrator (primary contact for support and update issues). It is highly desirable that the administrator be knowledgeable in networking and Windows® operating systems.

#### Virus Statement

The customer agrees to have virus protection software loaded on each machine and agrees to update it weekly. (Southern Software recommends updating your virus protection software on each machine daily.) This support contract does not cover assistance in the recovery of damage caused by viruses. *Southern Software will charge an hourly fee for virus recovery assistance*.

### Items not covered under this annual support agreement -

- Installation and setup of new equipment.
- Transferring of data.
- Moving equipment from one site to another.
- On-site installation/reinstallation of Southern Software products or installation/reinstallation of third party software/products.
- Virus damage/recovery repair work.
- Recovery/repair work related to natural disasters such as lightning, floods, etc..
- Replacement of equipment that is out of warranty.
- Cost of upgrades to third party software including but not limited to Microsoft<sup>™</sup> products (ie. Office, SQL, etc.), Anti-virus software, PcAnywhere<sup>™</sup>, etc. or cost of updates to operating systems.
- Data Conversions.
- On-site Training.
- Interfaces with third party products.
- Data loss due to drive crashes, machine failures, etc.

### **Benefits**

- The Software Support Agreement only covers software developed by Southern Software and pcAnywhere™.
- Toll-free telephone support, seven days a week, 24 hours a day including holidays.
- 24-hour fax availability
- Software Updates
- Remote System Support
- Annual User's Conference
- Free hardware/network assessments for upgrades.
- Free follow-up/new employee training at Southern Software's office.

### System Access/Customer Responsibility

The customer agrees to provide a dedicated computer capable of remote access for support purposes. The computer designated for remote connectivity shall allow access to all computers on the network requiring support. The customer understands that it is the customer's responsibility to ensure data backups are being made daily and verified for accuracy.

### **Important- Support Renewal Clause**

A lapse in support renewal will require that all outstanding support balances be paid in full prior to reinstatement of support. Support fees are non-refundable.

This Annual Software Support Agreement provides coverage beginning thirty days after the "go live" date. Support coverage is free during the first thirty days beginning on the "go live" date.

First Year Annual Support for CAD \$8,450.00 (INCLUDED IN THIS CONTRACT)

First Year Annual Support for Mapping Display System (MDS) \_\_\_\_\_\_\$7,000.00 \_\_\_\_\_ (INCLUDED IN THIS CONTRACT)

First Year Annual Support for Wireless Messaging <u>\$750.00</u> (INCLUDED IN THIS CONTRACT)

First Year Annual Support for CAD Interface for NCIC <u>\$1,250.00</u> (INCLUDED IN THIS CONTRACT)

SAMPSON COUNTY 911 COMMUNICATIONS, NC

Name of Department

### SOUTHERN SOFTWARE'S ANNUAL SOFTWARE SUPPORT AGREEMENT MCA/GEOBACKOFFICE 8:30 a.m., EST to 5:00 p.m., EST

This Software Support Agreement covers support from 8:30 a.m. to 5:00 p.m., EST, Monday through Friday.

### **Problem Resolution**

Southern Software will provide customer software support for mission critical operation of **MCA** from 8:30 a.m. to 5:00 p.m., EST, Monday through Friday. This Agreement does not constitute a warranty but provides for mission critical problem resolutions and non-mission critical problem resolutions of repeatable errors during normal business hours, EST. Southern Software cannot warrant the product will operate free of problems in perpetuity. Southern Software does not warrant third party software applications used in programs provided to customers, i.e., Microsoft® Word. The purpose of this Agreement is to provide the necessary technical assistance to ensure a timely problem resolution and to minimize down time. Mission critical is defined as "any problem that renders the entire system unstable or inoperable".

For problems covered under this Agreement, Southern Software will provide the following:

- Telephone response within five hours of notification of the problem. During this initial response, support personnel will determine the nature of the problem and severity. An attempt to resolve the problem will be made by giving instructions to the customer.
- If this is unsuccessful or the severity too great, then Southern Software will escalate to a Level 2 response. A Level 2 response involves a support technician connecting remotely to the customer's network using industry standard secure remote diagnostic methods to attempt to resolve the problem.
- If the problem is unable to be detected or resolved with a Level 2 response then a technician will be scheduled for an on site visit. There is no cost to the customer for the on site visit as long as the problem is with a Southern Software product or equipment covered by a Southern Software support contract and as long as the problem is not due to a virus or negligent actions/treatment.

The user understands support staff may provide a temporary fix. A permanent fix will be provided at a later date.

#### **Program Updates**

Southern Software will provide program updates to support customers as new updates, fixes and features are added. Updates will be made universally to all supported customers at one time. No custom programming will be performed.

### **Third Party**

If, at any time, an update of a third party's software is required, Southern Software will not incur the cost of such upgrade.

### System Administrator

The customer agrees to have a designated administrator (primary contact for support and update issues). It is highly desirable that the administrator be knowledgeable in networking and Windows® operating systems.

### Data Backup Statement

The customer understands that it is the customer's responsibility to ensure data backups are being made daily and verified for accuracy.

### **Virus Statement**

The customer agrees to have virus protection software loaded on each machine and agrees to update it weekly. (Southern Software recommends updating your virus protection software on each machine daily.) This support contract does not cover assistance in the recovery of damage caused by viruses. *Southern Software will charge a fee for virus recovery assistance*.

### Items not covered under this annual support agreement -

- Installation and setup of new equipment.
- Transferring of data.
- Moving equipment from one site to another.
- On-site installation/reinstallation of Southern Software products or installation/reinstallation of third party software/products.
- Virus damage/recovery repair work.
- Recovery/repair work related to natural disasters such as lightning, floods, etc..
- Replacement of equipment that is out of warranty.
- Cost of upgrades to third party software including but not limited to Microsoft<sup>™</sup> products (ie. Office, SQL, etc.), Anti-virus software, PcAnywhere<sup>™</sup>, etc. or cost of updates to operating systems.
- Data Conversions.
- On-site Training.
- Interfaces with third party products.
- Data loss due to drive crashes, machine failures, etc.

#### **Benefits**

• The Software Support Agreement only covers software developed by Southern Software.

- Toll-free telephone support, Monday through Friday, 8:30 a.m. to 5:00 p.m., EST
- 24-hour fax availability
- Software Updates
- Remote System Support
- Annual User's Conference
- Free hardware/network assessments for upgrades.
- Free follow-up/new employee training at Southern Software's office.

### System Access/Customer Responsibility

The customer agrees to provide a dedicated computer capable of remote access for support purposes. The computer designated for remote connectivity shall allow access to all computers on the network.

This Annual Software Support Agreement provides coverage beginning thirty days after the "go live" date. Support coverage is free during the first thirty days beginning on the "go live" date.

# First Year Annual Support for MCA/Geo Backoffice \$1,250.00 (INCLUDED IN THIS CONTRACT)

#### Important- Support Renewal Clause

A lapse in support renewal will require that all outstanding support balances be paid in full prior to reinstatement of support. Support fees are non-refundable.

#### SAMPSON COUNTY 911 COMMUNICATIONS, NC

Name of Department



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

August 25, 2014

### MEMORANDUM

To: Sampson County Board of Commissioners

From: Sheriff Jimmy Thornton

RE: Grant Applications - US Humane Society & ASPCA

The Sampson County Sheriff's Office has 39 horses in custody in regard to an animal cruelty investigation. The horses have been seized as evidence. In order to ease the burden on the taxpayers, regarding the feeding of the horses, I would like to apply for the following grants that do not require any match:

- 1. U.S. Humane Society \$3,000 to provide food for the horses.
- 2. ASPCA \$15,000 to provide food and medical care.

The grants are 100% funded, which do not require a match from the County of Sampson. Your assistance in approving the Sheriff's Office to apply for the grants online would be greatly appreciated.

cc: file

### Office of Tax Assessor PO Box 1082 Clinton, NC 28329

Phone 910-592-8146

Fax 910-592-4865

То:	Ed Causey, County Manager
From:	Jim Johnson, Tax Administrator
Date:	August 19, 2014
Subject:	Disabled Veteran Exclusion
	( GS 105-277.1c )

The attached disabled veteran exclusion application was received after June 1, 2014. After that date, the Board of Commissioners must approve the application.

The applicant is as follows:

Rickey Wayne Hamblen

A letter is submitted requesting approval of the late application.

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

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

# 415610 12-0140370-01

COUNTY SERVICE OFFICERS Ann G. Knowles, Director Carolyn L. Jordan Sherry M. Hope

### SAMPSON COUNTY VETERANS COMMISSION

335 County Complex Road, Bldg. D P.O. Box 731 CLINTON, NORTH CAROLINA 28329-0731 PHONE: 910-592-2862 FAX: 910-590-2818

E:MAIL: aknowles@sampsonnc.com cjordan@sampsonnc.com shope@sampsonnc.com

July 30, 2014

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

RE: Hamblen, Rickey Wayne

Dear Commissioners:

I am Total and Permanently Disabled Veteran Honorably Discharged Veteran that served in the Military Vietnam Era. I am receiving Veterans Compensation from the Department of Veterans Affairs for disabilities that occurred while in service. I just found out about the application for the Property Tax Exclusion for Disabled Veteran's and Widow's through the County Veterans Office in Clinton. I have just received the application from the Regional Office in Winston-Salem, NC. I am requesting you to please accept this application and grant me the Tax Exclusion on my County Property Tax.

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

Sincerely,

Reky Wayse Hambler

Rickey Wayne Hamblen 111 Vista Drive Clinton, North Carolina 28328

Per bast delivary to USDVA, filling that form with your local veterant's service attion is recommanded. <u>More 10463</u> , 70 - 0	<b>1</b> 4 .	10:38 FROM- NCDVASSO	3366315028	T-263 P0004/0004 F-835
State of North Carolina         Optification for Disabled Veteran's         Property Tax Exclusion (G.S. 105-277. C)         SECTION 1         To BE COMPLETED BY THE VETERAN OR THE BURNVING SPOUSE WHO HAS NOT REMARKIED         Mick e.g. (J. Amble, e.g., Colspan="2">Amble of the colspan="	1.50	For best delivery to USDVA, filing this for	m with your local veteran's service office I	s recommended. # UISVIO
SURVIVING SPOUSE WHO HAS NOT REMARRIED         Brick & Y. W. Hambles         NAME prime offset         MAKE prime off	5 8 8	State of N Certification for Property Tax Exclu	r Disabled Veteran's usion (G.S. 105-277.1C)	
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City In ton       NL       2.13.3.2.8         City In ton       NL       219 CODE         City In ton       NL       219 CODE         Lan elliner (1) a veleten whose character of sandos at separation was honorable or under honorable conditions and who has a parmanent and total service-connected disability of controls at separation was honorable or under honorable conditions and who has a parmanent and total service-connected disability at dealth or eliteran dealth as parmanent and total service-connected disability at eletizan whose dealth or eliteran dealth was the restrict of service at separation was honorable or under honorable conditions and who has a parmanent and total service-connected disability at eletizan whose at service-connected condition. In support of my separate application for the Disabled Veteran's Property Tax Exclusion to the Tax Assessor.         Excellent 2       Disabled Veteran's Property Tax Exclusion to the Tax Assessor.         Excellent 2       Disabled Veteran's Property Tax Exclusion to the Tax Assessor.         Excellent 2       Disabled Veteran's Dignature         I authorize the U.S. Department of Veterans Affairs to release information regarding my signature       I authorize the U.S. Department of Veterans Affairs to release information regarding my spouse's disability or death as a needed for this certification.         SURVING SPOUSE'S signature       DATE         SURVING SPOUSE'S signature       DATE         Excertion 4       <	Rickey NAME (Print OF/Type	W. Hamblen	<u>Rickey</u> W	Hamblen VS FULL NAME (PRINT OR TYPE)
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Am either (1) a veteran whose character of service at separation was honorable or under honorable conditions and who has a permanent and total service-connected disability or (2) the surviving spouse, who has not remarked, of a veteran whose character of service at separation was honorable or under honorable conditions and who had a permanent and total service-connected disability at death or veteran's death was the result of a service-connected of any separate application for the Disabled Veteran's Property Tax Exclusion to the Tax Assessor.         ETCION2       Disabled Veteran's Signature         I authorize the U.S. Department of Veterans Affairs to release information regarding my disability as needed for this certification.         SECTION3       Disabled Veterans Affairs to release information regarding my disability or death as needed for this certification.         SURVIVING SPOUSE'S SIGNATURE       One         SURVIVING SPOUSE'S SIGNATURE       Date         SURVIVING	CITY	STATE ZIP CODE		
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Phone 910-592-8146

Fax 910-592-4865

То:	Ed Causey, County Manager
From:	Jim Johnson, Tax Administrator
Date:	August 19, 2014
Subject:	Disabled Veteran Exclusion
	( GS 105-277.1c )

The attached disabled veteran exclusion application was received after June 1, 2014. After that date, the Board of Commissioners must approve the application.

The applicant is as follows:

Robert E. Fryar

A letter is submitted requesting approval of the late application.

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

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

# 360960 12-0360960-01

Sampson County Board of Commissioners Rowan Rd Clinton, NC 28328

July 31, 2014

In Re: Fryar, Robert E. 66 Jerome St Clinton, NC 28328

Dear Commissioners:

I am an Honorably Discharged Veteran and I have recently been awarded 100% service connected compensation for disabilities caused by my military service. I understand that my application for Tax exclusion on my County Property Tax is not within the time frame set; however, I am requesting that you please accept this application and grant me the exclusion.

I apologize for the late date; however, this was not within my control. Thank you for your consideration.

Sincerely,

Johntetaa Robert E. Frvar

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Division of Veterans Affairs authorizes the NC Department of Revenue and any County Tax Office to use this form as needed.

## OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

GLENN SPELL Fax Administrator			Telephone 910/592-8146 910/592-8147
SAMPSON COUNTY BOARD OF COMMIS EAST ROWAN ROAD CLINTON, NORTH CAROLINA 28328	SSIONERS	5	6361
Gentlemen:			
Pursuant to North Carolina G.S. 105-381, I Sampson County against the property owned in	ed by	Jerome Dean L	Dasten
the year(s) and in the amount(s) of. $Par$			_ Township, Sampson County, for
YEAR			
2013	\$	397.03	
2012	\$	397.03	·····
2011	\$	397.03	
2010	\$	320,80	
2009	\$	317.40	
TOTAL REFUND	\$	1890.90	<u> </u>
These taxes we	ere assess	sed through clerical error as fo	bliows.

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County Tax	1630.21
Fire Tax	· · · · · · · · · · · · · · · · · · ·
Fire Tax	199.08
City Tax	
TOTAL \$	1829.39

Yours very truly

n Woole

Social Security # RECOMMEND APP

Mailing address. Jerome Durada Mb Wash Mclamb Rd Neiton Come MC 283100

Sampson County Tax Administrator

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Display charges and taxes for the current record.

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	Land val	Prev year 2,52		This year	2,520	Charge	Rate		Amount	S.	▲ Totals Taxes
	Bldg val	28,87	nyang segarah se		3,871	F07 G01		0.100000		31.39	
	Pers val			· · · · · · · · · · · · · · · · · · ·	······································	G01 S04		0.845000	· P · · · · · · · · · · · · · · · · · ·	265.25	Exempt/a
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Chgs/Taxes	Year (	2009 8/1		33451	Tax year(s) 200	)	Name1	EASTMAN,		VIGHT		
Values	Parcel	14-0060285-	06				Name2					· · · · · ·
Values a		1552-#113	a a mailte a na fac-mail na amhra a san Annasa	nder en den die State Marine en andere a	na ana ana ang ang ang ang ang ang ang a		Owner S	51 246575448	}	•	94 m.g	Add
Inquiry	Street				Unít		DBA	wardelensation facilities addesse warme	: 		dd melannodononau a br	 O1
		710 PLAINVI	ew hwy			· · · ·	JAN 1 C	wner: EASTM	IAN, JULIAN	DWIGHT		
	Juris	14 Ch	ass Al	Ģ.	Status	A	Lender	Added to a subdate station of a	Addt		•••••••••••	Sen
	Subdiv	Zo	ne		List	Ľ	Lown Desi	cription				
	# fam	2 SI	с <sup>.</sup>		Exempt	N		7A SR421	· · · · · · · · · · · · · · · · · · ·	• • • • • • • • • • • • • • • • • • •		•••••••••••••••••••••••••••••••••••••••
							· • • • • •	C shine - Shine & she was side				
	SF	. 1	12197	8k/pg	1663/30	4						
	SF Acres	1	.280	8k/pg Date	1663/30 03/22/2							
	Acres					J07	Exemptions/P	relim Adiustma			·. 	
		Values		Date		107 Taxes/		relim Adjustme			·	Totals
	Acres	Values	.280	Date	03/22/2	007 Taxes/ Charg			ents Amount			Totals Taxes
	Acres Assessment	Values	.280 IV year	Date	03/22/2 This year	107 Taxes/		-		28,25		Taxes
	Acres Assessment Land val	Values	.280 w year 2,520	Date	03/22/2 This year 2,520	007 Taxes/ Charg		0,090000				Taxes
	Acres Assessment Land val Bidg val	Values	.280 w year 2,520	Date	03/22/2 This year 2,520	007 Taxes/ Charg F07 G01		0.090000 0.845000		28,25 265.25		Taxes Exempt//
	Acres Assessment Land val Bidg val Pers val	Values Pre	.280 w year 2,520 28,871	Date	03/22/2 This year 2,520 28,871	007 Taxes/ Charg F07 G01	je Rate	0,090000 0.845000 0.000000		28,25 265.25		14
	Acres Assessment Land val Bidg val Pers val Gross	Values Pre	.280 w year 2,520 28,871	Date	03/22/2 This year 2,520 28,871 31,391	307 Taxes/ Charg F07 G01 S04	je Rate	0,090000 0.845000 0.000000	Amount	28,25 265.25 0,00		Taxes Exempt//
	Acres Assessment Land val Bidg val Pers val Gross Spec assmn	Values Pre	.280 × γear 2,520 28,871 31,391	Date	03/22/2 This year 2,520 28,871 31,391	307 Taxes/ Charg F07 G01 S04	je Rate	0,090000 0.845000 0.000000	Amount	28,25 265.25 0,00		Taxes Exempt//
	Acres Assessment Land val Bidg val Pers val Gross Spec assmn Curr land us	Values Pre t bal	.280 × γear 2,520 28,871 31,391	Date	03/22/2 This year 2,520 28,871 31,391	307 Taxes/ Charg F07 G01 S04	je Rate	0,090000 0.845000 0.000000	Amount	28,25 265.25 0,00		Taxes Exempt/

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

GLENN SPELL Tax Administrator	Telephone 910/592-8146 910/592-8147
SAMPSON COUNTY BOARD OF COMMISSIONERS EAST ROWAN ROAD CLINTON, NORTH CAROLINA 28328	6326
Gentlemen:	
Pursuant to North Carolina G.S. 105-381, I hereby de Sampson County against the property owned by $\_N$ in $NW+m$	Mand refund and remission of taxes assessed and collected by
the year(s) and in the amount(s) of.	- County, for
YEAR <u>2011</u> \$	480.34 480.34 480.34 900.68 sed through clerical error as follows. 11-0182356-01 800.44
. <b>V</b>	County Tax       D12.76         School Tax
Yours very truly X <u>Ada</u> B Williford Taxpayer X Social Security # RECOMMEND APPROVAL: MMMMMM Sampson County Tax Administrator 73	Mailing address. Nota B Williford 721 Johnston Hwy Newton Grove, NK 28366

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

GLENN SPELL Tax Administrator	Telephone 910/592-8146 910/592-8147
SAMPSON COUNTY BOARD OF COMMISSIONERS EAST ROWAN ROAD CLINTON, NORTH CAROLINA 28328	6378
Gentlemen:	
Pursuant to North Carolina G.S. 105-381, I hereby demand refund and remission of taxes asse Sampson County against the property owned by <u>Jean Cooper Holland</u> in <u>Howarcutt</u>	-
the year(s) and in the amount(s) of. $06-0469240-04$	Sampson County, for
YEAR 2013 \$ 46.16 2012 \$ 46.16	
<u>2010</u> <u>\$ 46.16</u> 3010 <u>\$ 39.75</u>	
<u>2009</u> \$ <u>39.75</u>	
TOTAL REFUND \$ 217.98	
These taxes were assessed through clerical error as follows. Double listed to 06087196006 Per Dead bk 1539pg 564+945/653 County Tax 217.98 School Tax Fire Tax City Tax TOTAL \$ 217.98	
Yours very truly	
* <u>Jean Cooper Holland</u> Tappayer * Social Securit, RECOMMEND APPROVAL: Mailing address. BOT JACKOON Alemburg, NC	157. 28381

74

Sampson County Tax Administrator

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

GLENN SPELL Tax Administrator	Telephone 910/592-8146 910/592-8147
SAMPSON COUNTY BOARD OF COMMISSION EAST ROWAN ROAD CLINTON, NORTH CAROLINA 28328	ERS 6397
Gentiemen:	
Pursuant to North Carolina G.S. 105-381, I hereby Sampson County against the property owned by _	Harry D. Sinclair & Deborah A. Sinclair
in	Township, Sampson County, for
the year(s) and in the amount(s) of.	
YEAR 2013 \$ \$ \$ TOTAL REFUND \$	
B:11# 1647046/ These taxes were as	sessed through clerical error as follows.
17365 Traded/tag turned in 2011 Lexus	(v County Tax 149.33 501 School Tax 27.5% Fire Tax UNTH City Tax 76.09 TOTAL \$ 253.4
Yours very truly X <u>ebnal</u> <u>A. Sinclair</u> X Social Security: RECOMMEND APPROVAL: Sampson County Tax Administrator	Mailing address. Harry Davis Sinclair Deborah Augustin ho Sinulair 106 Fox Lake Drive Clinton, NL 28724

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

GLENN SPELL Tax Administrator	Telephone 910/592-8146 910/592-8147
SAMPSON COUNTY BOARD OF COMMISSIONERS EAST ROWAN ROAD CLINTON, NORTH CAROLINA 28328	6392
Gentlemen:	
Pursuant to North Carolina G.S. 105-381, I hereby demand refund and remission of taxes as Sampson County against the property owned by <u>Edward Marsha</u> in <u>NC</u> Township	11 Jr
the year(s) and in the amount(s) of.	
YEAR 2014 \$\$\$ 	
These taxes were assessed through clerical error as follows.	
Tivate Trailer Valuel Cu2 County Tax 61. to high - Corrected Value 501 School Tax 10. Fire Tax 29. TOTAL \$ 02.	87 80 74
Yours very truly <u>Social Security #</u>	

76

Sampson County Tax Administrator

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### COUNTY OF SAMPSON BUDGET AMENDMENT

#### August 26, 2014

#### MEMO:

FROM: David K. Clack, Finance Officer

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2014-2015

1. It is requested that the budget for the Various Departments be amended as follows:

Expenditure Account Code	Description (Object of Expenditure)	Increase	Decrease
11243100-544000	Contract services	8,977.00	
11141600-555000	Capital outlay other	104,280.00	
11141600-558000	Capital outlay bldg and roof	25,000.00	
11142600-535128	Maint/repair animal shelter	8,800.00	
11243250-535200	Maint/repair equipment	550.00	
11243300-535200	Maint/repair equipment	300.00	
11141340-544000	Contract services	4,500.00	
11141300-535200	Maint/repair equipment	3,625.00	
61971000-526200	Department supplies	16,933.00	
11243100-554000	Capital outlay vehicles	31,535.00	
11243100-555000	Capital outlay other	10,692.00	
11243100-535200	Maint/repair equipment	10,260.00	
Revenue Account Code	Source of Revenue	Increase	Decrease
11039999-409800	Fund balance approp encumbrances	193,917.00	
11034310-402603	Federal asset funds	31,535.00	

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

To budget funds to pay for purchases of good and services made in fiscal year 13-14 that were delivered or performed after June 30, 2014.

(Signature of Department Head)

2014

#### (County Finance Officer)

ENDORSEMENT

**ENDORSEMENT** 

1.

1. Forwarded, recommending approval/disapproval.

Forwarded, recommending approval/disapproval.

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

(County Manager & Budget Officer)

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### COUNTY OF SAMPSON BUDGET AMENDMENT

MEMO:					August 18, 2014	
FROM:	SAMF	SON COUNTY HEALTH DEPAI	RTMENT	Da	ate	
TO:	Sampsor	Sampson County Board of Commissioners				
VIA:	VIA: County Manager & Finance Officer					
SUBJECT:	Budget A	nendment for fiscal year 2014-2	2015			
1. It is requeste	ed that the b	Idget for the CHILD SERVICES	S COORDINA	TION	Department	
be amended as	follows:					
Expenditure	Account	Expenditure Account Description	on	Increase	Decrease	
12551680-	526201	DEPARTMENT SUPPLIES EQ	UIPMENT	16,500.00		
<del>12029300</del> -	391689	391689 CHILD SERVICES TX	X FUND BAL		16,500.00	

Revenue Account	Revenue Account Description	Increase	Decrease
			16,500.00
12535168-404097	FUND Balance Clyprop TXIX	16500-00	

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

TO MOVE EXCESS FUNDS TO PURCHASE NEEDED COMPUTERS, PRINTERS AND DATA SWITCHES

Dand (Signature of Department Head) ENDORSEMENT 20 14 Forwarded, recommending approval/disapproval. 1. (County Finance Officer)

### ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

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

(County Manager & Budget Officer)

20

#### COUNTY OF SAMPSON BUDGET AMENDMENT

	FROM:		COOPER	ATIVE EXTENSION	19-4	Aug-14
	TO:	Sampsor	n County Boar	d of Commissioners		
	VIA:	County N	lanager & Fina	ance Officer		
	SUBJECT:	Budget A	mendment for	fiscal year 2014-2015		
1.	It is requeste	d that the b	udget for the	4-H JUNTOS PROGRAM		Department
be	e amended as	follows:				
	Expenditure	Account	Expenditure	Account Description	Increase	Decrease
	04449500-	526200	DEPARTME	NTAL SUPPLIES		\$169.00
	04449500	-53110	TRAVEL			\$476.00

Revenue Account	Revenue Account Description	Increase	Decrease
04034950-403601	4-H JUNTOS PROG REVENUE (NCSU)		\$645.00

2. Reason(s) for the above request is/are as follows: TO CORRECT 2014-15 BUDGET DUE TO NCSU AGREEMENT. TOTAL FUNDING CONTRACT TERM IS FROM 2/4/14 - 1/31/15 & THE ABOVE TOTAL WAS SPENT IN 2013-2014.

(Signature of Department Head)

\_, 20 14 8 25

(County Finance Officer)

### ENDORSEMENT

ENDORSEMENT

Forwarded, recommending approval/disapproval. 1.

1. Forwarded, recommending approval/disapproval.

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

(County Manager & Budget Officer)

20

MEMO:

### CLINTON CITY SCHOOLS BUDGET AMENDMENT

#### NUMBER: 4

#### FUND: State Public School Fund

The Clinton City Board of Education at a meeting on the 13th Day of August 2014, passed the following resolution:

Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2014.

### SEE ATTACHED LISTING

Total appropriation in current budget

Total increase/decrease of amendment

Total appropriation in amended budget

Passed by majority vote of the Clinton City Board of Education on the **13th Day of August 2014.**  \$ <u>17,122,163.01</u>

\$<u>60,352.00</u>

\$ 17,182,515.01

We, the Board of County Commissioners of Sampson County, hereby approve the changes in the Clinton City School Budget as indicated above and have made entry of changes in the minutes of said Board this day of 2014.

Chairman,

Board of Education

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Secretary, Board of Education

Chairman, Board of County Commissioners

Secretary, Board of County Commissioners

Code	Description	Increase	Decrease
1.3100.000.000.000.000.00	State-Allocation	\$43,939.00	
1.5350.016.121.000.000.00	Salary-Teacher	\$35,915.00	
1.5350.016.211.000.000.00	Social Security	\$2,746.00	
1.5350.016.221.000.000.00	Retirement	\$5,278.00	
	Budget Summer Reading Camp Funds		
1.3100.000.000.000.000.00	State Allocation	\$425.00	
1.5110.003.211.000.000.00	Social Security	\$425.00	
	January Sub Pay		
1.5120.014.411.308.308.00	Supplies and Materials		\$89.00
1.5120.014.411.320.320.00	Supplies and Materials	\$89.00	
	Rebudgeting from CHS to SMS		
			14 - 24 M
.3100.000.000.000.000.00	State Allocation	\$1,404.00	
5110.003.162.000.000.00	Substitute Pay- Certified	\$1,265.00	
5110.003.211.000.000.00	Social Security	\$97.00	
5110.015.462.000.000.00	Non- Capitalized Computer Equipment	\$42.00	
	Allotment Revision #28		
.3100.000.000.000.000.00	State Allocation	\$175.00	
.3100.000.000.000.000.00	State Allocation	\$713.00	
.5110.061.413.304.000.00	Textbooks	\$175.00	
.6550.056.171.000.000.00	Salary-Driver	\$713.00	
	Texbook Funds		
.3100.000.000.000.000.00	State Allocation	\$11,264.00	
.5110.015.462.000.000.00	Purchase of Computer Equipment	\$20.00	
.5110.061.413.304.000.00	Textbooks	\$560.00	
.5210.029.131.000.000.00	Behavior Support Specialist	\$9,924.00	
5210.029.211.000.000.00	Social Security	\$760.00	
3100.000.000.000.000.00	State Allocation	\$2,410.00	
5110.003.162.000.000.00	Substitute Pay- Certified	\$1,202.00	
5110.003.211.000.000.00	Social Security	\$100.00	
5110.061.413.320.000.00	Regular Curricular-Other Textbooks	\$793.00	
5110.061.413.330,330.00	Regular Curricular-Other Textbooks	\$315.00	
	Revision #31-April Subs&Textbooks		
3100.000.000.000.000.00	State Allocation	\$22.00	
5110.015.462.000.000.00	Purchase of Computer Equipment	\$22.00	

Code	Description	Increase	Decrease
	April Interest		
1.5210.032.317.000.000.00	Contracted Psychological Services		\$2,000,00
1.5250.032.311.000.000.00	Contracted Services		\$2,000.00 \$1,500.00
1.5840.032.311.000.000.00	Contracted Services		\$50,000.00
1.5840.032.319.000.000.00	Health Services-OT/PT/Psych/Vision Svcs Budget actual expenditures	\$53,500	.00

### CLINTON CITY SCHOOLS BUDGET AMENDMENT

#### NUMBER: 4

#### FUND: Current Expense Fund

The Clinton City Board of Education at a meeting on the, **13th Day August 2014** passed the following resolution:

Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2014.

### SEE ATTACHED LISTING

Total appropriation in current budget

Total increase/decrease of amendment

Total appropriation in amended budget

Passed by majority vote of the Clinton City Board of Education on the **13th Day of August 2014.** 

#### \$ 5,808,978.52

\$<u>6,065.00</u>

\$ 5,815,043.52

We, the Board of County Commissioners of Sampson County, hereby approve the \_ changes in the Clinton City School Budget as indicated above and have made entry of changes in the minutes of said Board this \_\_\_\_\_\_ day of \_\_\_\_\_\_ 2014.

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Board of Education

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Secretary, Board of Education

Chairman, Board of County Commissioners

Secretary, Board of County Commissioners

2.4880.000.000.000.000.00 2.5110.001.121.000.000.00 2.5220.013.131.308.000.00 2.5220.013.211.308.000.00 2.5500.843.361.308.000.00 2.5503.801.332.000.000.00	Travel Cost-Indirect Cost Special Pops Instructional Support Special Pops Instructional Support Special Pops Instructional Support Science Olympaid Science Olympaid Travel Cost	\$2,692.00 \$5,419.00 \$415.00 \$230.00	\$5,834.00
2.5110.001.121.000.000.00 2.5220.013.131.308.000.00 2.5220.013.211.308.000.00 2.5500.843.361.308.000.00	Special Pops Instructional Support Special Pops Instructional Support Special Pops Instructional Support Science Olympaid Science Olympaid	\$5,419.00 \$415.00	
2.5220.013.131.308.000.00 2.5220.013.211.308.000.00 2.5500.843.361.308.000.00	Special Pops Instructional Support Special Pops Instructional Support Science Olympaid Science Olympaid	\$415.00	
2.5220.013.211.308.000.00 2.5500.843.361.308.000.00	Special Pops Instructional Support Science Olympaid Science Olympaid	\$415.00	6220.00
2.5500.843.361.308.000.00	Science Olympaid Science Olympaid		¢220.00
	Science Olympaid	\$230.00	¢220.00
2 5503 801 332 000 000 00			6220.00
2.3303.001.332.000.000.00	Travel Cost		\$230.00
2.7200.035.182.000.000.00		\$2,500.00	
2.7200.035.211.000.000.00	Travel Cost- Social Security	\$192.00	
	Budget actual expenditures		
2.6110.002.221.000.000.00	Retirement	\$157.00	
2.5110.003.162.000.000.00	Salary- Substitute	\$40,883.00	
2.5110.003.211.000.000.00	Social Security	\$3,127.00	
2.5110.012.422.000.000.00	Repairs	\$3,373.00	
2.4210.012.000.000.000.00	Tuition and Fees	\$3,373.00	
2.5120.013.163.308.000.00	Substitute Pay	\$70.00	
2.5120.013.211.000.000.00	Social Security	\$5.00	
2.5210.032.121.320.000.00	Salary- Teacher	\$4,852.00	
2.6613.801.373.000.000.00	Fine & Liability Insurance		\$39,000.00
2.6613.802.373.000.000.00	Fine & Liability Insurance	\$39,000.00	12 a 2 a 1 a 1
2.5500.842.361.308.000.00 I	Membership Dues	\$328.00	
2.6580.802.422.000.000.00	Repair Parts		\$40,000.00
2.6710.801.418.000.000.00	Computer Software and Supplies		\$9,422.00
ſ	Budget actual expenditures		3. og €n Constant 226. 12.

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### CLINTON CITY SCHOOLS BUDGET AMENDMENT

#### NUMBER:4

#### FUND: Federal Programs Fund

The Clinton City Board of Education at a meeting on the 13th Day of August 2014, passed the following resolution:

Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2014.

### SEE ATTACHED LISTING

Total appropriation in current budget

Total increase/decrease of amendment

Total appropriation in amended budget

Passed by majority vote of the Clinton City Board of Education on the **13th Day of August 2014.**  \$ <u>2,533,952.57</u>

\$ <u>(146,898.90)</u>

\$ <u>2,387,053.67</u>

We, the Board of County Commissioners of Sampson County, hereby approve the changes in the Clinton City School Budget as indicated above and have made entry of changes in the minutes of said Board this day of 2014.

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Board of Education

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Secretary, Board of Education

Chairman, Board of County Commissioners

Secretary, Board of County Commissioners

Code	Description	Increase	Decrease
3.3600.050.000.000.000.00	IASA Tilo LIEA Posis Program	-	A
3.5330.050.181.304.304.00	IASA Tile I-LEA Basic Program		\$41,326.00
3.5330.050.181.304.304.00	Supplement		\$8,123.75
3.5330.050.181.310.310.00	Supplement		\$8,153.75
3.5330.050.181.320.320.00	Supplement		\$8,153.75
3.5330.050.211.304.304.00	Supplement		\$8,129.75
3.5330.050.211.316.316.00	Social Security		\$621.43
3.5330.050.211.310.310.00	Social Security		\$623.76
3.5330.050.211.320.320.00	Social Security		\$623.76
	Social Security		\$621.93
3.5330.050.221.304.304.00	Retirement		\$1,193.38
3.5330.050.221.316.316.00	Retirement		\$1,197.79
3.5330.050.221.320.320.00	Retirement		\$1,197.79
3.5330.050.221.330.330.00	Retirement	t <b>e</b> and stations	\$1,194.26
3.5330.050.411.000.000.00	Supplies and Materials	\$9.33	2
3.8100.050.392.000.000.00	Indirect Cost		\$1,500.23
	Budget planned expenditures		
3.3600.103.000.000.000.00	Title II- Improving Teacher Quality		\$9,007.00
3.5110.103.312.000.000.00	Workshop Expense	8	\$9,007.00
	Budget planned expenditures		\$3,007.00
3.3600.110.000.000.000.00	Revenue - 21st Century Program		\$103,000.00
3.5350.110.113.000.000.00	Extended Day/Year InstSalary-Dir/Super	\$25,620.00	\$103,000.00
3.5350.110.113.316.000.00	Extended Day/Year InstSalary-Dir/Super	\$5,685.00	
3.5350.110.131.000.000.00	Salary-Extended Day Instr. Support	\$5,005.00	\$53,284.96
3.5350.110.198.000.000.00	Extended Day/Year-Tutor		\$107,962.76
3.5350.110.198.316.000.00	Extended Day/Year-Tutor	\$47,150.00	\$107,502.70
3.5350.110.211.000.000.00	Social Security	\$47,150.00	\$10,375.56
3.5350.110.211.316.000.00	Social Security	\$4,041.90	\$10,575.50
3.5350.110.221.000.000.00	Retirement	94,041.90	\$8,734.08
3.5350.110.221.316.000.00	Retirement	\$3,672.50	<i>30,134.08</i>
3.5350.110.231.000.000.00	Hospitalization	\$5,072.50	\$3,000.00
3.5350.110.231.316.000.00	Hospitalization	\$3,000.00	\$5,000.00
5350.110.232.000.000.00	Employer's Workers Comp. Insurance	\$5,000.00	62,000,00
3.5350.110.232.316.000.00	Employer's Workers Comp. Insurance	\$2,000.00	\$2,000.00
5350.110.311.000.000.00	Contracted Services	\$2,000.00	¢12,000,00
.5350.110.311.316.000.00	Contracted Services	\$4,200,00	\$12,000.00
.5350.110.312.000.000.00	Workshop Expense	\$4,200.00	61 000 00
.5350.110.312.316.000.00	Workshop Expense	¢1 E00 00	\$1,800.00
.5350.110.313.000.000.00	Extended Day/Year InstAdvertising Cost	\$1,500.00	
.5350.110.333.000.000.00		\$100.00	60 000 0T
.5350.110.333.316.000.00	Extended Day/Year Inst Field Trips	Ac 100 00	\$2,000.00
	Extended Day/Year InstField Trips	\$6,500.00	
.5350.110.411.000.000.00	Supplies and Materials	\$5,979.07	

Code	Description	Increase	Decrease
3.5350.110.411.316.000.00	Supplies and Materials	\$1,895.53	
3.5350.110.418.000.000.00	Computer Software and Supplies	\$4,000.00	
3.5350.110.461.000.000.00	Non- Capitalized Equipment Purchases		\$13,183.00
3.5350.110.462.000.000.00	Non-Capitalized Computer Equipment	\$10,762.00	
3.5350.110.462.316.000.00	Non-Capitalized Computer Equipment	\$2,421.00	
3.5880.110.146.000.000.00	Salary-Tutor		\$2,132.00
3.5880.110.146.316.000.00	Salary- Tutor	\$2,132.00	. ,
3.5880.110.211.000.000.00	Social Security		\$163.10
3.5880.110.211.316.000.00	Social Security	\$163.10	
3.5880.110.221.000.000.00	Retirement	\$313.19	
3.5880.110.221.316.000.00	Retirement	\$313.19	
3.5880.110.231.000.000.00	Hospitalization	\$300.00	
3.5880.110.232.000.000.00	Worker's Compensation Insurance	\$150.00	
3.5880.110.342.000.000.00	Postage	\$100.00	
.5880.110.459.000.000.00	Other Food Purchases	720000	\$800.00
.5880.110.459.316.000.00	Other Food Purchases	\$800.00	ç000.00
.6300.110.113.000.000.00	Salary-Director/Supervisor	<i>\$</i> 000.00	\$24,000.00
.6300.110.113.316.000.00	Salary-Director/Supervisor	\$24,000.00	<i>\$24,000.00</i>
.6300.110.151.000.000.00	Salary-Clerical	<i>v</i> 2 ,,000.00	\$7,564.80
.6300.110.151.316.000.00	Salary- Clerical	\$7,567.20	\$7,504.80
.6300.110.211.000.000.00	Social Security	<i>\(\)</i>	\$2,414.71
.6300.110.211.316.000.00	Social Security	\$2,414.89	<i>92,</i> 414.71
.6300.110.221.000.000.00	Retirement	<i>(2)</i> 12 1.05	\$4,636.86
.6300.110.221.316.000.00	Retirement	\$4,326.60	\$1,050.00
.6300.110.231.000.000.00	Hospitalization	<i>\</i>	\$6,057.24
.6300.110.231.316.000.00	Hospitalization	\$4,637.23	\$0,037.24
6300.110.232.000.000.00	Worker's Compensation Insurance	Q-1,007.20	\$1,000.00
6300.110.232.316.000.00	Worker's Compensation Insurance	\$500.00	\$1,000.00
6550.110.171.000.000.00	Salary- Driver	\$6,000.00	
6550.110.171.316.000.00	Salary- Driver	\$500.00	
6550.110.211.000.000.00	Social Security	\$459.00	
6550.110.211.316.000.00	Social Security	\$38.25	
6550.110.221.000.000.00	Hospitalization	\$293.80	
6550.110.331.000.000.00	Transportation-Pupil Transport-Contract	\$255.00	\$14,395.73
6550.110.331.316.000.00	Transportation-Pupil Transport-Contract	\$7,541.61	\$14,595.75
8100.110.392.000.000.00	Indirect Cost	\$7,541.01	\$16 E72 26
	Budget planned expenditures		\$16,572.26
3600.060.000.000.000.00	IDEA VI-B Handicapped	\$24,360.00	
5210.060.121.000.000.00	Salary- Teacher	\$3,885.60	
5210.060.142.000.000.00	Salary- Teacher Assistant	\$1,828.01	
5210.060.162.000.000.00	Salary- Substitute	\$5,000.00	
5210.060.181.000.000.00	Salary- Supplement	\$388.41	
5210.060.184.000.000.00	Longevity Pay	\$2,383.57	

Code	Description	Increase	Decrease
3.5210.060.211.000.000.00	Social Security	\$1,031.64	
3.5210.060.221.000.000.00	Retirement	\$839.37	
3.5210.060.231.000.000.00	Hospitalization	\$2,313.79	
3.5210.060.411.000.000.00	Supplies & Materials	\$7,805.28	
3.5840.060.317.000.000.00	Health Svcs-Psychological Svc-Contract		\$4,000.00
3.6200.060.312.000.000.00	Workshop Expense	\$2,000.00	
3.8100.060.392.000.000.00	Indirect Cost	\$884.33	
	Budget Actual Allocation		
3.3600.060.000.000.000.00	IDEA VI-B HANDICAPPED	\$24.00	
3.5210.060.411.000.000.00	Supplies and Materials	\$23.13	
3.8100.060.392.000.000.00	Indirect Cost	\$0.87	
	Budget additional Funds		
3.3600.110.000.000.000.00	Title IV-21st Century Comm. Learning Ctr.		\$22,876.00
3.5350.110.113.000.000.00	Extended Day/Year Inst. Salary-Dir/Super		\$2,094.00
3.5350.110.198.000.000.00	Extended Day/Year InstTutor		\$11,067.32
3.5350.110.198.316.000.00	Extended Day/Year Inst Tutor		\$3,278.00
3.5350.110.211.000.000.00	Social Security		\$1,006.86
3.5350.1102211.316.000.00	Social Security		\$250.80
3.5350.110.221.000.000.00	Retirement		\$1,093.46
3.5350.110.221.316.000.00	Retirement		\$146.90
3.5350.110.231.316.000.00	Hospitalization		\$1,000.00
3.5350.110.411.000.000.00	Supplies and Materials		\$77.77
3.5350.110.411.316.000.00	Supplies and Materials		\$660.31
3.5350.110.462.316.000.00	Purchase of Non-Capitalized Computer Equip		\$400.00
3.5880.110.146.000.000.00	Salary-Tutor	\$170.40	
3.5880.110.211.000.000.00	Social Security	\$13.03	
3.5880.110.221.000.000.00	Retirement	\$25.03	
3.5880.110.411.000.000.00	Supplies and Materials		\$1.60
35880.110.459.316.000.00	Parent Involvement-Other Food Purchases		\$100.00
3.6300.110.151.000.000.00	Salary-Clerical		\$949.50
3.6300.110.211.000.000.00	Social Security		\$72.64
3.6300.110.221.000.000.00	Retirement	\$89.10	
3.6300.110.231.000.000.00	Hospitalization		\$747.91
3.8100.110.392.000.000.00	Indirect Cost		\$226.49
	Budget planned expenditures	BAAS #2	
3.3600.050.000.000.000.00	IASA Title I - LEA Basic Program	\$1,656.00	
3.5330.050.411.000.000.00	Supplies and Materials	\$1,595.89	
3.8100.050.392.000.000.00	Indirect Cost	\$60.11	
	Budget planned expenditures		
3.3600.104.000.000.000.00	Title III- Language Acquisition	\$282.10	

Code	Description	Increase	Decrease
3.5330.104.411.000.000.00	Supplies and Materials	\$276.57	
3.8100.104.392.000.000.00	Indirect Cost	\$5.53	
	Budget planned expenditures		
3.3600.111.000.000.000.00	Title III-Acquisition-Significant	\$2,288.00	
3.5330.111.411.000.000.00	Supplies and Materials	\$2,204.94	
3.8100.111.392.000.000.00	Indirect Cost	\$83.06	
	Budget planned expenditures		
3.5110.156.232.000.000.00	Employer's Workers Comp. Insurance	\$45.00	
3.5110.156.461.000.000.00	Purchase of Non-Capitalized Equipment	\$1,668.00	
3.5110.156.462.000.000.00	Purchase of Non-Capitalized Computer Equ		\$25,910.72
3.5110.156.542.000.000.00	Computer Hardware- Capitalized	\$23,060.00	
3.5870.156.163.000.821.00	Race to the Top ARRA/Sub Tchr-Staff Dev.	\$1,245.00	
3.5870.156.211.000.821.00	Race to the Top ARRA/Social Security	\$95.24	
3.5870.156.233.000.000.00	Employer's Unemployment Ins. 1%	\$54	
3.5870.156.312.000.821.00	Race to the Top ARRA/Workshop Expense	\$580.62	
5.8100.156.392.000.000.00	Indirect Cost		\$837.14
	Budget planned expenditures		
3.3600.119.000.000.000.00	IDEA Targeted Assistance	\$700.00	
3.5230.119.233.000.000.00	Employer's Unemployment Insurance	\$1.00	
3.5230.119.312.316.777.00	Pre-K/EC-Workshop Exp. Allowable Travel	\$673.59	
3.5230.119.326.316.000.00	Pre-K/EC Contracted Repairs-Equipment	\$170.00	
3.5230.119.411.000.777.00	supplies & Materials- NC Inclusion		\$170.01
3.8100.119.392.000.000.00	Indirect Cost	\$25.41	
3.8100.119.399.000.000.00	Unbudgeted Funds	\$0.01	
	Budget planned expenditures		
.5210.118.233.000.000.00	Employer's Unemployment Insurance	\$5.00	
.5210.118.311.000.000.81	EC- Contracted Services		\$320.00
.5210.118.312.000.000.00	Workshop Expense	\$320.00	
.5210.118.411.000.000.00	Supplies and Materials		\$151.61
.5240.118.312.000.000.00	Workshop Expense	\$135.00	
.8100.118.392.000.000.00	Indirect Cost	\$11.61	
	Budget planned expenditures		
.3600.103.000.000.000.00	Title II- Improving Teacher Quality	\$1,771.98	
.5110.103.121.000.000.00	Salary- Teacher	\$1,902.00	
.5110.103.134.000.000.00	Salary- Teacher Mentor		\$25,000.00
.5110.103.162.000.000.00	Sub Teacher- Reg. Teacher Absence	\$246.00	
.5110.103.163.000.000.00	Sub Teacher- Workshop	\$253.00	
.5110.103.181.000.000.00	Salary- Supplements	\$3,050.65	
.5110.103.183.000.000.00	Salary- Bonus Pay		\$3,543.02

Code	Description	Increase	Decrease
3.5110.103.193.000.000.00	Salary- Mentor Stipend	\$25,000.00	
3.5110.103.211.000.000.00	Social Security	\$146.00	
3.5110.103.221.000.000.00	Retirement	\$207.09	
3.5110.103.231.000.000.00	Hospitalization	\$	\$605.75
3.5110.103.232.000.000.00	Worker's Comp Insurance	\$547.00	
3.5110.103.233.000.000.00	Employer's Unemployment Insurance	\$217.00	
3.5110.103.312.000.000.00	Workshop Expense		\$5,975.83
3.5110.103.411.000.000.00	Supplies and Materials	\$412.06	
3.5400.103.312.000.000.00	Workshop Expense		\$1,714.29
3.6110.103.312.000.000.00	Workshop Expense	\$600.00	
3.8100.103.392.000.000.00	Indirect Cost	\$4,952.56	
3.8200.103.399.000.000.00	Unbudgetd Funds	\$1,077.51	
	Budget planned expenditures		
3.5210.049.232.000.000.00	Workmen's Compensation	\$137.00	
3.5230.049.411.000.000.00	Supplies and Materials		\$137.00
	Budget planned expenditures		<i><b>4</b></i> <b>10100</b>
3.5230.050.411.000.000.00	Supplies and Materials		\$1,970.00
3.5330.050.121.304.304.00	Salary- Teacher		\$2,404.00
3.5330.050.121.316.316.00	Salary- Teacher		\$2,000.00
3.5330.050.121.320.320.00	Salary- Teacher		\$2,000.00
3.5330.050.121.330.330.00	Salary- Teacher		\$2,000.00
3.5330.050.162.304.304.00	Substitute Pay		\$1,722.00
.5330.050.162.316.316.00	Substitute Pay		\$914.00
.5330.050.162.320.320.00	Substitute Pay		\$802.00
.5330.050.162.330.330.00	Substitute Pay		\$1,173.00
.5330.050.181.304.304.00	Supplement	\$8,123.75	+ = / = / 0100
.5330.050.181.316.316.00	Supplement	\$8,453.61	
.5330.050.181.320.320.00	Supplement	\$8,153.75	
.5330.050.181.330.330.00	Supplement	\$8,129.75	
.5330.050.211.304.304.00	Social Security	\$305.82	
.5330.050.211.316.316.00	Social Security	\$423.78	
.5330.050.211.320.320.00	Social Security	\$409.41	
.5330.050.211.330.330.00	Social Security	\$379.20	
.5330.050.221.304.304.00	Retirement	\$840.22	
5330.050.221.316.316.00	Retirement	\$948.04	
5330.050.221.320.320.00	Retirement	\$903.99	
5330.050.221.330.330.00	Retirement	\$900.46	
5330.050.232.304.304.00	Employers' Workers' Comp. Insurance	\$317.00	
5330.050.232.316.316.00	Employers' Workers' Comp. Insurance	\$266.00	
5330.050.232.320.320.00	Employers' Workers' Comp. Insurance	\$266.00	
5330.050.232.330.330.00	Employers' Workers' Comp. Insurance	\$166.00	
	Remedial/Suppl. K-12-Employer's Unem.	÷100.00	

Code	Description	Increase	Decrease
3.5330.050.312.000.000.00	Workshop Expense	\$4,000.00	
3.5330.050.352.000.000.000	Remedial/Suppl. K-12 Employee Ed Reim.	\$19.00	
3.5330.050.411.000.000.00	Supplies and Materials		\$8,514.35
3.5330.050.418.000.000.00	Software & Computer Supplies	\$5,392.00	
3.5340.050.184.316.000.00	Longevity Pay	\$382.29	<i>2</i> .
3.5340.050.211.316.000.00	Social Security	\$29.24	
3.5340.050.221.316.000.00	Retirement	\$56.16	9
3.5340.050.231.316.000.00	Hospitalization	\$942.98	
3.5340.050.233.000.000.00	Prek Readiness-Unemployment Ins.	\$181.00	
3.5340.050.311.000.000.00	Contracted Services		\$1,535.00
3.5860.050.184.000.000.00	Longevity Pay	\$537.00	
3.5860.050.211.000.000.00	Social Security	\$41.08	
3.5860.050.221.000.000.00	Retirement	\$78.89	
3.5860.050.233.000.000.00	Prek Readiness-Unemployment Ins.	\$197.00	
3.5880.050.146.000.000.00	Salary- Parent Involvement Coordinator	\$168.00	
3.5880.050.184.000.000.00	Longevity Pay	\$409.00	
3.5880.050.211.000.000.00	Social Security	\$57.85	
3.5880.050.311.316.316.00	Contracted Services	\$450.00	
3.5880.050.311.330.330.00	Contracted Services	\$200.00	
3.5880.050.314.330.330.00	Parent Involvement-Printing and Binding	\$420.00	
3.5880.050.342.304.304.00	Parent Involvement- Postage	\$168.00	
3.5880.050.342.316.316.00	Parent Involvement- Postage	\$294.00	
3.5880.050.342.330.330.00	Parent Involvement- Postage	\$92.00	
3.5880.050.418.304.304.00	Supplies and Materials	\$455.00	
3.5880.050.418.330.330.00	Supplies and Materials	\$198.00	
3.5880.050.459.316.316.00	Other Food Expense	\$28.00	
3.6300.050.151.000.000.00	Office Support	\$303.00	
3.6300.050.184.000.000.00	Longevity Pay	\$2,550.17	
3.6300.050.211.000.000.00	Social Security	\$218.26	
3.6300.050.221.000.000.00	Retirement	\$419.13	
3.6300.050.233.000.000.00	Alt. Progs Support/De=Empl. Unempl. Ins.	\$75.23	
3.6300.050.312.000.000.00	Workshop Expense		\$1,465.85
3.8100.050.392.000.000.00	Indirect Cost		\$34,437.86
	Budget planned expenditures		<i>¥= 1, •= •= =</i>
3.5210.060.163.000.000.00	EC-Substitute Pay- Staff Dev.	\$280.00	
3.5210.060.199.000.000.00	Overtime Pay	\$1,908.00	
8.5210.060.211.000.000.00	Social Security	\$167.38	
3.5210.060.221.000.000.00	Retirement	\$321.42	
5.5210.060.233.000.000.00	Employers' Unemployment Ins.	\$2,562.00	
3.5210.060.411.000.000.00	Supplies and Materials	+ = )0 0 = 100	\$5,238.80
	Budget planned expenditures		<i><i><i><i>q</i>32300</i></i></i>
3.5110.070.233.000.000.00	Employers' Unemployment Ins.	\$18.00	

Code	Description	Increase	Decrease
3.5110.070.411.000.000.00	Supplies and Materials		\$1,290.91
3.5110.070.418.000.000.00	Computer Software and Supplies	\$917.00	
3.5210.070.232.000.000.00	EC- Workers' Comp. Insurance	\$208.00	
3.6550.070.199.000.000.00	Salary- Overtime	\$107.00	
3.6550.070.211.000.000.00	Social Security	\$8.19	
3.6550.070.221.000.000.00	Retirement	\$15.72	
3.6550.070.233.000.000.00	Employers' Unemployment Ins.	\$17.00	
	Budget planned expenditures		
3.5210.082.232.000.000.00	Workers' Comp. Insurance	\$10.00	
3.5210.082.233.000.000.00	Employers' Unemployment Ins.	\$12.00	
3.5210.082.411.000.000.00	Supplies and Materials		\$108.00
3.5210.082.418.000.000.00	Computer Software and Supplies	\$86.00	
	Budget planned expenditures		
3.5270.104.196.000.000.00	Salary- Workshop Participant	\$770.00	
3.5270.104.198.000.000.00	Salary- Tutor		\$770.00
3.5270.104.221.000.000.00	Retirement	\$113.11	
3.5270.104.232.000.000.00	Workers' Comp. Insurance	\$103.00	
3.5270.104.233.000.000.00	LEP-Employer's Unemployment Ins	\$16.00	
3.5270.104.312.000.000.00	Workshop Expense		\$2,856.07
3.5270.104.418.000.000.00	Computer Software and Supplies	\$2,500.00	, , ,
3.5330.104.312.000.000.00	Workshop Expense	\$275.00	
3.5330.104.411.000.000.00	Supplies and Materials	2. (See 18, 1997)	\$400.00
5.5880.104.231.000.000.00	Hospitalization	\$92.96	
3.5880.104.233.000.000.00	Employer's Unemployment Ins	\$156.00	
	Budget planned expenditures	<ul> <li>matter (proceeding)</li> </ul>	
3.5330.111.411.000.000.00	Supplies and Materials		\$1,723.13
.5350.111.198.000.000.00	Salary- Tutorial Pay	\$1,339.00	
.5350.111.211.000.000.00	Social Security	\$102.43	
.5350.111.221.000.000.00	Retirement	\$196.70	
.5350.111.233.000.000.00	Employer's Unemployment Ins.	\$85.00	
	Budget planned expenditures		
.5210.114.142.000.000.00	EC-Salary- TA- NCLB		\$4,596.20
.5210.114.211.000.000.00	Social Security		\$406.90
.5210.114.221.000.000.00	Retirement	\$1,780.00	2
.5210.114.231.000.000.00	Hospitalization	\$3,076.00	
5210.114.233.000.000.00	Employer's Unemployment Ins.	\$147.10	
	Budget planned expenditures		
.5210.118.233.000.000.00	Employer's Unemployment Ins.	\$8.00	
5210.118.411.000.000.00	Supplies and Materials		\$211.00

Code	Description	Increase	Decrease
3.5210.118.418.000.000.00	Computer Software and Supplies	\$203.00	
	Budget planned expenditures		
3.5230.119.233.000.000.00	Employer's Unemployment Ins.	\$3.00	
3.5230.119.411.000.777.00	Supplies and Materials- NC Inclusion		\$3.00
	Budget planned expenditures		■ 25 abb01030 4150
3.5110.156.418.000.000.00	Computer Software and Supplies		\$21.00
3.5870.156.233.000.000.00	Unemployment	\$21.00	
	Budget planned expenditures		
3.5120.017.163.308.308.00	CTE-Substitute Pay-Staff Development	\$1,344.00	
3.5120.017.196.308.308.00	Stipend		\$250.00
3.5120.017.211.308.308.00	Social Security	\$83.70	
3.5120.017.221.308.308.00	Retirement	\$155.68	
3.5120.017.232.308.308.00	Employers' Worker's Comp. Insurance		\$140.00
3.5120.017.233.000.000.00	Employer's Unemployment In1% Reserve	\$16.00	
3.5120.017.311.308.308.00	Contracted Services	\$434.00	
3.5120.017.312.308.308.00	Workshop Expense		\$2,581.00
3.5120.017.314.308.308.00	CTE-Printing & Binding Fees		\$150.00
3.5120.017.327.308.308.00	Rentals/Leases		\$1,000.00
3.5120.017.332.308.308.00	CTE- Travel Reimbursement		\$242.00
3.5120.017.333.308.308.00	CTE- Field Trips	\$185.00	
3.5120.017.342.308.308.00	CTE- Postage		\$50.00
3.5120.017.379.308.308.00	CTE-Other Insurance & Judgements		\$650.00
3.5120.017.411.308.308.00	Supplies and Materials		\$5,430.57
3.5120.017.413.308.308.00	Textbooks- Other	\$525.00	
3.5120.017.418.308.308.00	Computer Supplies & Materials	\$2,160.22	
3.5120.017.461.308.308.00	Furniture & Equipment- Inventoried		\$2,000.00
3.5120.017.462.308.308.00	Purchase of Non-Capitalized Computer Equ	\$7,608.00	
.6120.017.312.308.308.00	Workshop Expense	\$485.00	
3.6550.017.171.308.308.00	Salary- Bus Driver		\$27.00
3.6550.017.221.308.308.00	Retirement	\$29.00	
.6550.017.233.000.000.00	Employer's Unemployment In1% Reserve	\$4.58	
.8100.017.392.000.000.00	Indirect Cost		\$509.61
	Budget planned expenditures		
.5350.110.113.000.000.00	Extended Day/Year InstSalary-Dir/Super	\$5,259.00	
.5350.110.198.000.000.00	Extended Day/Year Inst- Tutor		\$9,600.00
.5350.110.198.316.000.00	Extended Day/Year Inst- Tutor		\$2,074.00
.5350.110.211.000.000.00	Social Security		\$332.09
.5350.110.211.316.000.00	Social Security		\$158.70
.5350.110.221.000.000.00	Retirement	\$772.55	
.5350.110.232.000.000.00	Employer's Worker's Comp. Insurance	\$263.89	

Code	Description	Increase	Decrease
3.5350.110.232.316.000.00	Employer's Worker's Comp. Insurance		\$263.89
3.5350.110.233.000.000.00	Employer's Unemployment Ins 1% Res.	\$1,408.00	
3.5350.110.311.316.000.00	Contracted Services		\$436.58
3.5350.110.333.000.000.00	Extended Day/Yr. InstField Trips	\$2,037.50	
3.5350.110.333.316.000.00	Extended Day/Yr. InstField Trips		\$2,037.50
3.5350.110.411.000.000.00	Supplies and Materials	\$111.83	
3.5880.110.146.316.000.00	Salary- Parent Involvement	\$115.00	
3.5880.110.211.316.000.00	Social Security	\$8.80	
3.5880.110.221.316.000.00	Retirement	\$16.89	
3.5880.110.233.000.000.00	Employer's Unemployment Ins 1% Res.	\$46.00	
3.6300.110.113.316.000.00	Salary-Director/Supervisor	\$3,948.00	
3.6330.110.211.316.000.00	Social Security	\$302.02	
3.6300.110.221.316.000.00	Retirement	\$579.96	
3.6550.110.233.000.000.00	Employer's Unemployment Ins 1% Res.	\$29.00	
3.8100.110.392.000.000.00	Indirect Cost	\$4.32	
	Budget planned expenditures		
3.5110.103.231.000.000.00	, Hospitalization	\$1,383.99	
3.5110.103.233.000.000.00	Employer's Unemployment Ins1% Res.	\$15.00	
3.5110.103.352.000.000.00	Tuition Reimbursement	¢10100	\$360.59
3.8100.103.392.000.000.00	Indirect Cost	\$39.11	\$500.55
3.8200.103.399.000.000.00	Unbudgeted Funds	<i>+••••</i>	\$1,077.51
3.3600.103.000.000.000.00	Title II- Improving Teacher Quality		\$137,502.27
3.3600.103.000.000.000.00	Title II- Improving Teacher Quality	\$135,730.29	<i>\\</i> 237,302.27
3.5110.103.121.000.000.00	Salary- Teacher	\$1,902.00	
3.5110.103.134.000.000.00	Salary-Teacher Mentor	<i>\\\\\\\\\\\\\</i>	\$25,000.00
3.5110.103.162.000.000.00	Substitute Teacher- Regular Teacher Absenc	\$246.00	<i>\$23,000.00</i>
3.5110.103.163.000.000.00	Salary- Substitute Workshop	\$253.00	
.5110.103.181.000.000.00	Salary- Supplements	\$3,050.65	
.5110.103.183.000.000.00	Salary- Bonus Pay	<i>\\</i> 0,000.00	\$3,543.02
.5110.103.193.000.000.00	Salary- Mentor Stipend	\$25,000.00	JJ,J4J.02
.5110.103.211.000.000.00	Social Security	\$146.00	
.5110.103.221.000.000.00	Retirement	\$207.09	
.5110.103.231.000.000.00	Hospitalization	<i>Ş201.05</i>	\$605.75
.5110.103.232.000.000.00	Employer's Workers' Comp. Insurance	\$547.00	\$005.75
.5110.103.233.000.000.00	Employer's Unemployment Ins1% Res.	\$217.00	
.5110.103.312.000.000.00	Workshop Expense	9217.00	\$5,975.83
.5110.103.411.000.000.00	Supplies and Materials	\$412.06	<i>,,,,,,</i> ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
.5400.103.312.000.000.00	Workshop Expense	γ <b>-</b> 12.00	\$1,714.29
.6110.103.312.000.000.00	Workshop Expense	\$600.00	Ŷ1,/14.29
8100.103.392.000.000.00	Indirect Cost	\$4,952.56	
.8200.103.399.000.000.00	Unbudgeted Funds	\$1,077.51	
	Budget planned expenditures	Υ±,077.31	

### CLINTON CITY SCHOOLS BUDGET AMENDMENT

#### NUMBER: 5

#### FUND: Capital Outlay

The Clinton City Board of Education at a meeting on the **13th Day of August 2014**, passed the following resolution:

Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2014.

### SEE ATTACHED LISTING

Total appropriation in current budget

Total increase/decrease of amendment

Total appropriation in amended budget

Passed by majority vote of the Clinton City Board of Education on the **13th Day of August 2014.**  \$ <u>930,608.96</u>

\$ 100,213.00

\$ <u>1,030,821.96</u>

We, the Board of County Commissioners of Sampson County, hereby approve the changes in the Clinton City School Budget as indicated above and have made entry of changes in the minutes of said Board this day of \_\_\_\_\_ 2014.

Chairman.

Board of Education

- 31m

Secretary, Board of Education

Chairman, Board of County Commissioners

Secretary, Board of County Commissioners

Code	Description	Increase	Decrease
4.4910.000.000.000.000.00 4.9010.001.522.312.000.00 4.9010.001.526.312.000.00	Fund Balance Appropriated College Renovations College Renovations-Architect <b>Budget funds for Pre-K Renovations</b>	\$100,213.00 \$87,013.00 \$13,200.00	
4.9020.001.541.000.000.00 4.9030.001.551.000.000.00	Purchase of Equipment Purchase of Vehicles <b>Budget for Maintenance Truck</b>	\$21,105.00	\$21,105.00

### CLINTON CITY SCHOOLS BUDGET AMENDMENT

#### NUMBER: 4

#### FUND: Special Revenue Fund

The Clinton City Board of Education at a meeting on the **13th Day of August 2014**, passed the following resolution:

Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2014.

### SEE ATTACHED LISTING

Total appropriation in current budget

Total increase/decrease of amendment

Total appropriation in amended budget

Passed by majority vote of the Clinton City Board of Education on the **13th Day of August 2014.**  \$ <u>872,163.00</u>

\$ 28,875.00

\$ <u>901,038.00</u>

We, the Board of County Commissioners of Sampson County, hereby approve the changes in the Clinton City School Budget as indicated above and have made entry of changes in the minutes of said Board this day of 2014.

Chairman,

Board of Education

- Bin

Secretary, Board of Education

Chairman, Board of County Commissioners

Secretary, Board of County Commissioners

Code	Debote 1 ANIENDIVIEN Description	Increase	Decrease
8.4430.000.000.000.000.00	Simple Gifts- Drumming	\$3,000.00	
8.4491.499.000.000.000.000.00	CAFÉ	\$12,000.00	
8.5110.505.311.308.308.37			
	Simple Gifts- Drumming	\$3,000.00	
8.5111.009.184.308.000.00	Employee Benefits	\$5,300.00	
8.6530.801.321.000.000.00	Employee Benefits CAFÉ	¢12,000,00	\$5,300.00
8.8600.499.411.000.000.00	Budget actual expenditures	\$12,000.00	
8.5840.615.311.000.000.00	Contracted Services	\$1,306.00	
8.6530.802.321.000.000.00	Electric Service		\$1,306.00
	Budget actual expenditures		
8.5320.310.182.320.000.00	Travel	\$1,000.00	
8.5320.310.312.000.000.00	Workshop Expense	\$250.00	
8.5320.310.332.000.000.00	Travel		\$500.00
8.5320.310.411.000.000.00	Supplies and Materials		\$500.00
8.5320.310.418.000.000.00	Computer Software and Supplies	\$250.00	
8.5320.310.462.000.000.00	Purchase of Non- Capitalized Computer Equ Indian Ed - Planned Expenditures		\$500.00
8.5320.310.211.000.000.00	Social Security	\$0.04	
8.5320.310.221.000.000.00	Retirement	\$0.01	
8.5320.310.231.320.000.00	Indian Ed- Hospitalization	\$896.24	
8.5320.310.312.000.000.00	Workshop Expense		\$823.66
8.5320.310.333.308.000.00	Field Trips	\$820.00	
8.5320.310.411.320.000.00	Supplies and Materials		\$940.56
8.5320.310.418.000.000.00	Computer Supplies and Materials	\$47.93	
	Transfer within Budget		
8.4430.506.000.320.320.38	Revenue-Teachers & Training Grant	\$5,000.00	
8.5110.506.462.320.320.38	Purchase of Computers	\$5,000.00	
	Century Link Teach & Train Grant		
8.5111.009.184.308.000.000	Longevity Pay	\$225.00	
8.6540.403.173.000.000.00	Salary- Custodian	\$1,230.00	
8.6580.489.149.000.000.00	Salary-Security Services	\$867.00	
8.8700.496.351.308.000.00	Martin Leder Scholarship	\$1,000.00	
8.8700.497.351.308.000.00	Gray F. Butler Scholarship	\$500.00	
8.8600.499.411.000.000.00	CAFÉ	\$5,053.00	
8.4491.499.000.000.000.00	Revenue- CAFÉ	\$5,053.00	
8.4450.496.000.000.000.00	Revenue- Martin Leder	\$1,000.00	
8.4470.497.000.000.000.00	Revenue- Gray F. Butler	\$500.00	
8.4420.000.000.000.000.00	Rental of School Property	\$2,322.00	

#### #11 BUDGET AMENDMENT SAMPSON COUNTY BOARD EDUCATION Capital Outlay Special Projects

The Sampson County Board of Education at a meeting on the 24th of March passed the following resolution.

Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2014.

#### From:

4.9100.077.461.000.001.000	SCECDC-Door Access Controls(4)	\$ 20,300.00	
4.9100.077.461.000.002.000	SCECDC-Security Cameras Upgrades	 13,679.40	
4.9100.077.461.364.000.000	PVES-Additional Security Cameras/Upgrades	9,367.50	
4.9100.077.532.364.001.000	PVES-Security Cameras Upgrades	8,200.00	
4.9100.077.461.346.003.000	HES-HVAC Systems	279.06	
4.9100.077.461.347.001.000	HMS-HVAC Systems	30,070.56	
4.9100.077.461.348.000.000	HHS-HVAC Systems	21,302.30	
4.9100.077.461.350.002.000	MES-HVAC Systems	83.71	
4.9100.077.461.384.002.000	UES-HVAC Systems	25,110.66	
	Total	\$ 128,393.19	
То:			
	District-Wide Security Systems	51,546.90	
4.9100.077.461.000.000.000	District-Wide HVAC Systems	76,846.29	

Total

128,393.19

\$

Passed by the majority vote of the Board of Education of Sampson County on the 24th day of March 2014.

Chairman, Board of Education

Secretary, Board of Education

We, the Board of County Commissioner of Sampson County hereby approve the changes in the County School Budget as indicated above and have made entry of these changes on the minutes of said Board, this March day of \_\_\_\_\_ 2014.

Chairman, Board of Commissioners

**County Manager** 

Approved\_\_\_\_\_Disapproved\_\_\_\_\_

CapitalOutlay amendment#11(2013-2014)

#### #13 BUDGET AMENDMENT SAMPSON COUNTY BOARD of EDUCATION Capital Outlay Special Projects

The Sampson County Board of Education at a meeting on the 28th of April passed the following resolution.

Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2014.

From:

T.

4.9100.077.532.001.001.000	Learning Center-Security Cameras	\$	28,000.00
4.9100.077.532.347.001.001		*	446.22
	HHS-Controlled Door Access		7,759.00
4.9100.077.461.354.001.000	<b>MMS-Controlled Door Access</b>		4,716.13
4.9100.077.532.364.001.000	<b>PVES-Additional Security Cameras</b>		3,281.27
4.9100.077.461.349.005.000	LHS-Controlled Door Access		13,058.72
4.9100.077.461.384.008.000	<b>UES-Control Panel Access</b>		12,752.24
4.9100.077.461.372.003.000	<b>RSMS-Security Enclosure</b>		14,736.74
4.9100.077.532.370.004.000	<b>UMS-Additional Security Cameras</b>		8,353.75
	Total	\$	93,104.07
	Total	Φ	95,104.07

10:	
4.9100.077.541.001.000.000	District-Wide Security Systems

Total

93,104.07

\$

93,104.07

Passed by the majority vote of the Board of Education of Sampson County on the 28th day of April 2014.

Chairman, Board of Education

Secretary, Board of Education

We, the Board of County Commissioner of Sampson County hereby approve the changes in the County School Budget as indicated above and have made entry of these changes on the minutes of said Board, this April day of \_\_\_\_\_ 2014.

Chairman, Board of Commissioners

**County Manager** 

Approved Disapproved

CapitalOutlay amendment#13(2013-2014)

#### #15 BUDGET AMENDMENT SAMPSON COUNTY BOARD of EDUCATION Capital Outlay Special Projects

The Sampson County Board of Education at a meeting on the 27th of May passed the following resolution.

Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2014.

F	r	0	m	:	

I I UIII.		
4.9100.077.461.340.004.000	Hargrove-Playground Fencing	\$ 1,716.75
4.9100.077.461.348.007.000	HHS-Install Front System Wall	436.70
4.9100.077.461.348.008.001	HHS-Controlled Door Access	50.00
4.9100.077.461.350.004.000	<b>MES-Classroom/Admin Furniture</b>	82.73
4.9100.077.461.352.003.000	MHS-HVAC Replacements	.01
4.9100.077.461.384.008.000	<b>UES-Control Panel Access</b>	146.30
4.9100.077.461.385.003.000	<b>UIS-HVAC Replacements</b>	.01
4.9100.077.461.385.004.000	<b>UIS-Floor Covering Replacement</b>	91.76
4.9100.077.529.354.000.000	MMS-Room Renov./Computer Lab	110.64
4.9100.077.529.372.000.000	<b>RSMS-Renovate Gym/Restroom</b>	.21
4.9100.077.532.346.004.000	<b>HES-Electrical Panel/Outlet</b>	860.95
4.9100.077.532.348.005.000	HHS-Replace Clock System	555.30
4.9100.077.532.352.004.000	MHS-Storage Building	854.12
4.9100.077.532.352.005.000	MHS-Install Speed Bumps	499.28
4.9100.077.532.352.006.000	MHS-Install Athletic Field Drainage	28.18
4.9100.077.532.364.002.000	PVES-Add'l Water Cooler	187.86
4.9100.077.541.000.000.000	District Wide-Fire Systems	252.56
	Total	\$ 5,873.36

To:		
4.9100.077.461.340.005.000	Hargrove-Grease Trap Repairs	\$ 5,873.36
	Total	\$ 5,873.36

Passed by the majority vote of the Board of Education of Sampson County on the 27th day of May 2014.

Chairman, Board of Education Secretary, Board of Education

We, the Board of County Commissioner of Sampson County hereby approve the changes in the County School Budget as indicated above and have made entry of these changes on the minutes of said Board, this May day of \_\_\_\_\_ 2014.

Chairman, Board of Commissioners

**County Manager** 

Approved Disapproved

CapitalOutlay amendment#15(2013-2014)

**Total Special Projects** 

#### **Total Carry Over**

### \$ 132,741.19

Passed by the majority vote of the Board of Education of Sampson County on the 30<sup>th</sup> Day of June, 2014.

Chair, Board of Education

E Secretary, Board of Education

Carry Over ProjectsCapital2014/2015

We, the Board of Commissioners of Sampson County hereby approve the carry over budget for the County Schools as indicated above and have made entry of this budget on the minutes of said Board, this the\_day Of June, 2014.

Chairman, Board of Commissioners

County Manager Approved Disapproved

6,609.50

6,609.50

0,

#### Carry Over Projects Capital 2014/2015

4.9100.077.461.000.000 4.9100.077.461.340.005 4.9100.077.461.346.004 4.9100.077.461.346.005 4.9100.077.461.346.005 4.9100.077.461.349.004 4.9100.077.461.349.005 4.9100.077.461.349.006 4.9100.077.461.350.000 4.9100.077.461.364.001 4.9100.077.461.364.001 4.9100.077.461.384.002 4.9100.077.461.384.003 4.9100.077.461.384.006 4.9100.077.461.388.002 4.9100.077.529.000.001	District Wide HVAC Systems Hargrove-Grease Trap Repair HES-Add'l Playground Fencing HES-Additional Intercoms HHS-Replace Auditorium Doors LHS-Bleacher Repairs LHS-Controlled Door Access LHS-Vinyl Siding Weight Room MES-Fencing New Playground MES-Fencing New Playground MES-Window Replace/Glazing PVES-Install O/S Rear Speakers RSMS-Construct. Ath. Field Restrooms UES-Window Glass Replacements UES-Fire Alarm Upgrades UHS-Add'l Water Cooler Union District Roofing	$\begin{array}{c} 23,134.47\\ 5,873.36\\ 6,358.70\\ 6,293.97\\ 315.35\\ 2,404.90\\ .01\\ 499.40\\ 2,086.93\\ 500.00\\ 4,327.19\\ 11,403.55\\ 775.00\\ 8,524.17\\ 9,130.00\\ 2,221.64\end{array}$
4.9100.077.461.384.003 4.9100.077.461.384.006 4.9100.077.461.388.002	UES-Fire Alarm Upgrades UHS-Add'l Water Cooler	775.00 8,524.17 9,130.00
4.9100.077.529.100.000 4.9100.077.532.000.000 4.9100.077.532.372.006 4.9100.077.541.001.000 4.9100.077.541.000.000	Mobile Units & Assoc. Costs District Wide Asbestos Removal RSMS-Install Gutters@Canopy District Wide-Security System District Wide-Fire Systems	4,287.15 6,951.79 5,600.00 23,568.70 860.00
4.9200.077.461.000.001	Purchase of Funiture/Blinds	1,015.41

Total Half-Cent Sales Tax Funds (Capital Regular)

\$ 126,131.69

#### SAMPSON COUNTY **BOARD OF COMMISSIONERS** <u>ITEM NO.</u> ITEM ABSTRACT 6 Information Only Public Comment x September 2, 2014 Report/Presentation Closed Session Meeting Date: Action Item Planning/Zoning Consent Agenda Water District Issue

#### INFORMATION ONLY

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

- a. Notice of Annual Meeting with SRMC Board of Trustees on October 27, 2014
- b. NCACC Legislative Goals Proposal Request



August 20, 2014

Board of Commissioners 406 County Complex Road Clinton, NC 28328

Dear Commissioners:

Sampson Regional Medical Center's Board of Trustees has elected to postpone the September Annual Board of Trustees meeting to reevaluate the capital and operating budget due to the potential recruitment of new physicians.

The Board of Trustee requests your attendance on Monday, October 27<sup>th</sup> at 6:00pm for approval of the capital and operating budget. Dinner will be served at the meeting.

We apologize for any inconvenience this change may have caused in your schedule.

Best regards,

Shawn Howerton, M.D. Chief Executive Officer and CMO

	Mr. Causey
	NORTH CAROLINA Association of County Commissioners
TO:	Commissioners, County Managers, Clerks and Affiliate Organization Presidents
FROM:	David F. Thompson, Executive Director
DATE:	July 1, 2014
RE:	NCACC Legislative Goals Process

It is time to begin the NCACC legislative goals development process for the 2015-16 biennium and we are inviting all counties to submit their legislative proposals to the Association. The NCACC goal setting process is open, inclusive and deliberative and is designed to give all 100 counties a voice in developing the Association's legislative agenda.

Before each biennial session of the General Assembly counties submit their proposals to the Association and then commissioners from all across the state review, debate and ultimately approve a comprehensive goals package. When working on legislation that may impact counties, policy makers appreciate that all 100 counties have had an opportunity to be involved in our process. A significant value of the Association is being able to speak with one voice representing all 100 counties. This process allows us to have that impact.

Discussion by your Board of potential goals and receipt of your proposals is critical to the success of our process. Attached is a form for submittal of 2015-16 legislative goals proposals.

When submitting your goals, please keep in mind the following:

- Complete the accompanying goal proposal form.
- Goals may be submitted in any of the following formats: a resolution approved by the Board of Commissioners, a letter from the Chairman of the Board on behalf of the entire board, or by letter from an affiliate organization.
- Proposed goals received on or before September 19 will be referred to the appropriate steering committee for review and consideration.

Included in this package is the 2014 NCACC Legislative Goals Handbook. This handbook includes information about rules, procedures and guidelines for the legislative goals adoption process. Please note the following schedule for your planning purposes:

#### Legislative goals development timeline

- Sept. 19, 2014 Goals submission deadline
- Sept. Oct. Steering committees review goals
- November Legislative Goals Committee meets
- December Board of Directors reviews and finalizes recommendations
- January 15-16, 2015 Legislative Goals Conference, membership approval of goals

If you have any questions, please do not hesitate to contact me or Johanna Reese, NCACC Director of Government Relations.

215 N. Dawson St., Raleigh, NC 27603 • Phone: (919) 715-2893 • Fax: (919) 733-1065 • www.ncacc.org



### <u>2015-16 biennium</u> LEGISLATIVE GOALS PROPOSAL FORM

All proposals due to NCACC by Sept. 19, 2014 Mail to: NCACC, Attn. Johanna Reese, 215 N. Dawson St., Raleigh, NC 27603; E-mail form and documentation to: <u>ncacc@ncacc.org</u> Fax to: (919) 733-1065

You may attach additional documentation that supports or explains the goal in further detail. Each form must be accompanied by at least one of the following:

- An adopted resolution by the Board of Commissioners;
- A letter from the Board Chairman on behalf of the Board;
- A letter from the president of an affiliate organization;

Date:	Name of county:	
Name and title of person su	bmitting goal:	
E-mail:		
Goal title:		
	e problem being addressed?):	
Goal description (what is the		
Goal description (what is the	e problem being addressed?):	
Goal description (what is the	e problem being addressed?):	
Goal description (what is the	e problem being addressed?):	
Goal description (what is the	e problem being addressed?):	
Goal description (what is the	e problem being addressed?):	
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Goal description (what is the	e problem being addressed?):	

Legislative Goals Timeline Sept. 19: Deadline for submission of proposals

September/October – Steering Committees review goals

November: Legislative Goals Committee review steering committee recommendations

December: Board of Directors finalizes package to be presented to full membership.

Jan. 14-15, 2015: Membership adopts goals at Legislative Goals Conference in Moore County.

Select Steering Committee(s) You may choose more than one

- \_\_\_ Agriculture
- \_\_\_ Environment
- \_\_\_ General Government
- Health & Human Services
- \_\_\_\_ Justice & Public Safety
- \_\_\_ Public Education
- \_\_\_\_ Tax & Finance

You may also submit goals online – please visit <u>http://www.ncacc.org/submitgoal</u>



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Association of County Commissioners

# LEGISLATIVE GOALS HANDBOOK

## **FALL 2014**

**THIRD EDITION** 

#### THE NCACC LEGISLATIVE GOALS PROCESS

#### **Mission Statement**

The Association's Legislative Goals process is thoughtful, deliberative, inclusive and fair. The investment of time and energy, and value of full discourse, strengthens our Association as we navigate the legislative currents. The process is designed to create an informed grassroots organization and to build a cohesiveness of purpose within the organization that, in turn, grants a degree of credibility to the Association that is unique. All counties and all county officials are invited and encouraged to participate in the Legislative Goals process.

#### CONTENTS

This handbook is intended to offer the reader an overview and guidance about the rules and processes used to develop the legislative agenda of the North Carolina Association of County Commissioners. Information is presented in a format that tracks the chronological course of action for the goals adoption process.

Background & 2015- 2016 Timeline
Stage 1 - Seeking Goal Proposals
Stage 2 - Steering Committee Review
Stage 3 - Legislative Goals Committee
Stage 4 - Board of Directors Consideration
Stage 5 - Legislative Goals Conference
Guidance Outside of Legislative Goals Process

#### Background and 2015-16 Timeline

Every two years, in the months preceding a long session of the General Assembly, the North Carolina Association of County Commissioners engages in a process to determine the legislative goals it should seek in the best interest of the counties. The process is thorough, deliberative, and time intensive. It is designed to allow for input from as many county commissioners and other county officials as possible. By maximizing participation from so many of the organization's members, it is possible to reach agreement on goals that are important to all members of this diverse organization.

The NCACC goals-setting process begins in July of each even-numbered year and consists of five stages. These stages are described in detail in this handbook.

Legislative Goals Process Timeline		
When	What	
July - September	Submission of county goal proposals	
September - October	Steering committees review goals	
November 18,19, 20	Legislative Goals Committee reviews steering committee recommendations, approves package of goals for Board of Directors	
December	Board of Directors finalizes package to be presented to full membership	
January 15-16, 2015	Membership adopts goals at Legislative Goals Conference	

Below is the recommended timeline for the 2015-16 legislative goals process:

#### Stage 1 - Seeking Proposed Goals (July - September)

The Association's goals-setting process begins with an effort to elicit proposals that members think should be part of the county legislative "package" for the upcoming legislative biennium. Through <u>CountyLines</u>, e-mail communications and other means, the Association solicits proposals from county boards of commissioners. Suggested goals can be submitted via adopted resolutions from full boards, from the Board Chairmen via letter on behalf of the full boards, and from affiliate and related county organizations (which are groups of county officials/staff organized by function) via a letter from those organizations' presidents.

Presently, the following organizations are included as Affiliate and Related organizations:

#### Affiliates

- Association of North Carolina Boards of Health
- Human Resources Directors' Association of North Carolina Counties
- N.C. Association of Assessing Officers
- N.C. Association of County Boards of Social Services
- N.C. Association of County Attorneys
- N.C. Association of County Clerks to the Board
- N.C. Association of County Directors of Social Services
- N.C. Association of County Finance Officers
- N.C. Association of Emergency Medical Services Administrators (NCAEMSA)
- N.C. Association of Local Health Directors
- N.C. Association of Registers of Deeds
- N.C. Tax Collectors' Association

#### Related Organizations

- NCACC Board of Trustees
- Joint Regional Forum
- N.C. City/County Managers Association
- N.C. Association of County Department of Social Services Attorneys

The Association intentionally casts a wide net to encourage inclusiveness and full membership participation. Discussion and action on proposed goals by full boards of commissioners is requested because this interaction contributes to the deliberative process and builds consensus.

Counties are provided a form on which to submit proposed goals. This streamlines the internal processing of proposals. Forms can be requested by contacting the Association office or can be accessed on the NCACC website at <u>www.ncacc.org</u>. A sample form is included in the Appendix of this handbook. Goals may also be submitted via the NCACC website.

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#### Stage 2 - Steering Committee Review (September – October)

The Steering Committee Review is the first step in our legislative goals development process. The Association has seven Steering Committees, organized by subject matter. These are permanent, standing committees. Membership on the Steering Committees is open to any county official – elected, appointed or administrative; chairs are appointed by the Association President following each annual conference. The Steering Committees are:

- Agriculture
- Environment
- General Government
- Health and Human Services
- Justice and Public Safety
- Public Education
- Taxation and Finance

Proposed goals are sorted according to subject matter by NCACC staff and referred to the appropriate Steering Committees for review. A goal may be assigned to a "lead" steering committee that will take action on the goal, but the same goal may also be assigned to a secondary steering committee for the purpose of receiving "comments only." The intent of this process is to allow for the issues raised in a proposed goal that may bridge two or more subject matter areas, to receive greater review and opportunity for committee input. The comments will be sent to the Legislative Goals Committee for their review. Steering Committees may hear from county officials who submit goal proposals and also may review staff research and analysis. The participation of county staff on Steering Committees provides professional expertise that can be critically important when Steering Committees deliberate. Though staff expertise is critical, particularly at this early stage, as the goals-setting process moves forward elected county commissioners will ultimately decide the legislative goals package.

During the goal-setting process the steering committee members are asked to make specific recommendations and take action on each submitted goal. Committee actions include, but are not limited to:

- Favorable A goal is approved to send to the Legislative Goals Committee for further discussion and consideration.
- Amend The committee may revise or amend a proposal.
- Unfavorable The committee declines to send the goal forward.
- Forward Without Prejudice The Committee has no opinion on the proposal, but wants the Legislative Goals Committee to consider it.
- Needs Further Study The Committee has insufficient information to make an informed decision and requests that the sponsors either do further research or bring back answers to particular questions at a later date.

In addition to considering proposed goals submitted by counties and partner organizations, the Steering Committees review goals from the previous legislative session to determine whether they are still relevant and should be continued. The committees are also empowered to develop their own suggested goals when needed. Each committee submits its proposed goals to the Legislative Goals Committee.

#### **Guiding Principles Review**

The Steering Committees also review the Association's subject area guiding principles. The guiding principles are general declarations of ongoing positions that give guidance on broad policy objectives, such as "no mandates without funding." These statements also guide the staff in dealing with unanticipated issues that arise in the legislative context or that affect the counties in other ways, as with proposed administrative rules and regulations or state agency policies.

Because the Steering Committees are ongoing and have broad member participation, they are a critical first step in the Legislative Goals development process. The committees meet quarterly and are available to review legislation during the legislative session; they are used to guide unanticipated legislative action and to recommend any actions that might be advisable to the NCACC Board of Directors for formal consideration and action. This issue is described in greater detail in a later section included in this handbook.

#### Stage 3 - Legislative Goals Committee (November)

The Legislative Goals Committee is a non-standing committee. The committee membership is traditionally no more that 35 members. It is newly appointed every two years and meets as needed. Members are selected to assure balance with respect to political affiliation, county population, race, gender and other demographic characteristics. Two co-chairs, a Republican and a Democrat, are appointed by the NCACC President to lead the Legislative Goals Committee.

The members of the Legislative Goals Committee include:

- Legislative Goals Committee Chairs
- Steering Committee Chairs
- The NCACC Board of Trustees Chair or their designee
- An elected commissioner from each of the Association's 18 districts
- Other members as appointed by the President.

The Legislative Goals Committee reviews the recommendations of the Steering Committees. Steering Committee chairs present their committees' recommendations and relay the committee discussion regarding each proposal. The county officials who want to advocate for their proposals are allowed to make presentations to the Legislative Goals Committee. The committee may also review research and analysis related to the proposals provided by NCACC staff.

The Legislative Goals Committee may and is encouraged to narrow the list of proposals; it also reconciles conflicts or duplication between steering committee recommendations, and prioritizes its recommendations. The Goals Committee may rank goals in a priority order and may also select a limited number of priority goals to assist in focusing the Association's legislative efforts. The proposals and guiding principles are then submitted to the Board of Directors for consideration.

#### **Core Values Statement Review**

The Goals committee is also charged with reviewing the Association's core value statement. This statement provides fundamental policy guidance with regard to the Association's advocacy efforts. The Goals committee may review, evaluate and make suggested changes to periodically update these core values to recognize changing advocacy environments. The Committee shall include the core values statement along with its recommendations to the Board of Directors for inclusion in the goals package to be presented to the full membership.

#### **Stage 4 - Board of Directors (December)**

As the Association's goal-setting process moves forward, the elected county commissioners become more involved in the decision-making process. The Board of Directors is almost exclusively elected commissioners, with the one exception of a non-voting county manager.

At its December meeting, the Board reviews the recommendations of the Legislative Goals Committee. As at earlier stages of the process, the Board may hear presentations, review research and analysis, add, delete or amend proposals, the core values and guiding principles statement.

The Board gives final approval to a package of goals proposals, Association core values, and guiding principles that are to be voted on by the full membership at the Legislative Goals Conference in January. By taking this action in December, the individual county boards of commissioners have time and opportunity for a full review prior to the conference.

#### Stage 5 - Legislative Goals Conference (Jan. 15-16, 2015)

The final stage of the Association's Legislative Goals process is the Legislative Goals Conference, to which all Association members are invited. Historically, more than 85 counties are represented, exemplifying an outstanding degree of interest and participation. The conference is spread over a day and a half, assuring time for thorough discussion, deliberation and debate. In recognition of the need to involve newly elected commissioners in the process, the Board appoints a Screening Committee to receive any new proposals that have not been through the development process by this stage. This process is discussed in greater detail below.

The goals conference is conducted according to rules designed to encourage participation, to provide a balance between inclusiveness and respect for the process and efforts of the committees and the Board up to this point. In the past, the conference started with a prelunch nonvoting discussion of the proposed goals. This allows commissioners not previously involved in the deliberations, particularly newly elected commissioners, to familiarize themselves with the issues. Goals Committee Chairs, Steering Committee Chairs, and NCACC staff review the proposed goals and answer questions raised by attendees.

A luncheon is held for attendees and a guest speaker (usually an elected state leader) will address the membership regarding the current state of the legislative climate.

After the lunch program, the conference officially is convened by the Association President. It is recommended that the voting process be reviewed with voting delegates in advance of official voting.

#### **Goals Voting Process and Procedures**

- Prior to the conference:
  - The NCACC staff shall coordinate with the President, the Goals Chairs and the Parlimentarian to review the voting process and procedures.
  - Every member county appoints a voting delegate. A letter requesting notification of the county's voting delegate shall be sent from the Association to each county.
- At the conference:
  - There shall be a process by which voting delegates register to obtain appropriate voting creditials.
  - Every county in attendance has one vote. The voting delegate can be any county official, including non-elected officials, and a county may choose an alternate. No proxies are allowed.
  - Goals are presented en bloc by each steering committee subject category. Goals Committee Chairs present the goals to the membership. The Assocation President or presiding officer is responsible for action.
  - All motions shall be ruled upon by the Association President or presiding officer.

- The President of the North Carolina Association of County Commissioners shall appoint a parliamentarian for the conference.
- Upon motion of any voting delegate, any individual goal proposal can be set aside for detailed discussion.
- Majority votes are required to approve or alter the proposed goals.
- Persuant to Article VIII, Section Three of the NCACC Constitution the latest edition of Robert's Rules of Order shall be the parliamentary authority on questions not covered by the Constitution or by this handbook.

#### **Screening Committee Process**

The Association adopted a Screening Committee process to allow for consideration of new goals or proposals previously presented but not approved. The Screening Committee is composed of the Legislative Goals Committee chairs and the seven Steering Committee chairs. The Screening Committee meets at the end of the first day of the conference to review and hear presentations on submitted proposals.

#### Rules for the Screening Committee process are as follows:

- Any new or previous goal proposal must be submitted by 1 p.m. on the first day of the conference.
- Goals approved and recommended by the Screening Committee are brought to the floor for consideration by the voting delegates on the second day of the conference. A majority vote of the delegates is required for approval.
- Any proposal not approved by the Screening Committee can only be brought to the floor for consideration upon a vote of two-thirds of the number of voting delegates present at 2 p.m. on the first day of the conference. (NOTE: This requirement recognizes that by the end of the second day, voting delegates may leave, and it protects the members from having their goals process circumvented by what could be a relatively small number of delegates.)
- The Screening Committee has the authority to request a Steering Committee to give further study to newly proposed ideas. Any Steering Committee recommendations that derive from this kind of study can be presented to the Board of Directors for consideration at a later date.

#### Conclusion

All goals and policies approved at the Legislative Goals Conference are included in the official NCACC Legislative Goals package. The official document containing the Association's core values, legislative goals and guiding principles shall be mailed to all 100 counties and presented to each member of the North Carolina General Assembly, to the Governor, and to other executive branch leaders.

#### **Guidance Outside of Legislative Goals Process**

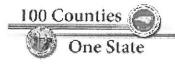
Throughout the legislative biennium, new issues will arise that were not anticipated or considered during the organization's legislative goals process. The Association Steering Committees have the authority and responsibility to study new issues, to research and analyze the effect or implications of proposed legislation, and to make recommendations to the Board of Directors. Any such action is communicated on a regular basis to the Association members through the web-site, through <u>CountyLines</u>, and through other means as needed.

Upon recommendation of the Legislative Goals Committee Chairs, the committee may meet between the legislative long and short sessions, to review goal progress and make suggestions to the Board of Directors related to goal priorities, especially given an ever-changing legislative environment.

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#### Appendix

#### <u>2015-16 biennium</u>



#### LEGISLATIVE GOALS PROPOSAL FORM All proposals due to NCACC by Sept. 19, 2014

Mail to: NCACC, Attn. Johanna Reese, 215 N. Dawson St., Raleigh, NC 27603;

E-mail form and documentation to: ncacc@ncacc.org

Fax to: (919) 733-1065

You may attach additional documentation that supports or explains the goal in further detail. Each form must be accompanied by at least one of the following:

- · An adopted resolution by the Board of Commissioners;
- · A letter from the Board Chairman on behalf of the Board;
- A letter from the president of an affiliate organization;

Date: lame and title of pe	rson submitting goal:
hone:	
-mail:	
	at is the problem being addressed?):

Legislative Goals Timeline Sept. 19: Deadline for submission of proposals

September/October – Steering Committees review goals

November: Legislative Goals Committee review steering committee recommendations

December: Board of Directors finalizes package to be presented to full membership.

Jan. 14-15, 2015: Membership adopts goals at Legislative Goals Conference in Moore County.

Select Steering Committee(s) You may choose more than one

- \_\_\_ Agriculture
- \_\_\_ Environment
- \_\_ General Government
- \_\_\_ Health & Human Services
- \_\_\_\_ Justice & Public Safety
- \_ Public Education
- \_\_\_\_ Tax & Finance

#### 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.