



**SAMPSON COUNTY  
BOARD OF COMMISSIONERS  
MEETING AGENDA  
February 5, 2018**

<b>6:00 pm</b>	<b>Convene Regular Meeting of Board of Commissioners (Auditorium)</b>	
	Invocation and Pledge of Allegiance	
	<b>Approval of Agenda</b>	
<b>Tab 1</b>	<b>Planning and Zoning Items</b>	<b>1 - 5</b>
	a. RZ-1-18-1: Request to Rezone 2.08 Acres at 567 Christmas Tree Road from R- Residential to RA-Residential Agriculture	<b>6</b> <b>(map)</b>
<b>Tab 2</b>	<b>Action Items</b>	
	a. Tax Administration	<b>7 - 9</b>
	• Report of Unpaid Taxes Which Are Liens on Real Property	
	• Scheduling of 2017 Board of Equalization and Review Hearings	
	a. Contract for Ambulance Billing and Collection	<b>10 - 30</b>
	b. Addition of New Pine Lane (Bridgepoint Subdivision) to the State Secondary Road System	<b>31 - 34</b>
<b>Tab 3</b>	<b>Consent Agenda</b>	<b>35</b>
	a. Approve the minutes of the January 8, 2018 meeting	<b>36 - 43</b>
	b. Award bid for lawn care services to the lowest responsive bidder, JDR Lawn Care, in the amount of \$990 per cut	<b>44 - 45</b>
	c. Declare 2002 Trailblazer (VIN 1GNDSI3S22443871) as surplus and transfer to the Clement Fire Department	<b>46 - 47</b>
	d. Approve tax refunds and releases	<b>48 - 64</b>
	e. Approve budget amendments	<b>65 - 70</b>
	<b>County Manager Reports</b>	
<b>Tab 4</b>	<b>Public Comment Period (See policies and procedures in agenda.)</b>	<b>71</b>
	<b>Recess Board of Commissioners to Reconvene on February 14, 2018 at 9 am in the County Administration Conference Room for Planning Session</b>	

**The Board should now convene simultaneously as the Board of Directors of Water District I and the Board of Directors of Water District II**

(see next page)



**SAMPSON COUNTY WATER AND SEWER DISTRICTS I AND II  
BOARDS OF DIRECTORS  
MEETING AGENDA  
February 5, 2018**

**Convene (Simultaneously) as Board of Directors of Water District I and II**

**Tab 5 Action Item**

a. Adoption of Resolutions Approving Local Water Supply Plans for 2016

**72 - 84**

**Adjournment**

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO.     1    

Meeting Date: February 5, 2018

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

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**SUBJECT:** Planning Issues

**DEPARTMENT:** Clinton-Sampson Planning and Zoning

**PUBLIC HEARING:** Yes

**CONTACT PERSON:** Mary Rose, Planning Director

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

**ATTACHMENTS:** Planning Staff Memorandum; Maps

**BACKGROUND:**

RZ-1-18-1: Planning Director Mary Rose will review a request to rezone approximately 2.08 acres located at 567 Christmas Tree Road from R-Residential to RA-Residential Agriculture. The request has been unanimously recommended for approval by the Planning Board, having found the request to be consistent the goals and objectives of the Sampson County Land Use Plan for residential growth due to the fact this area is located within a portion of the County designated as a Residential Growth Area in Section 2 of the Sampson County Land Use Plan (Future Land Use Map). The Chairman should open the public hearing and call upon Ms. Rose. Once all comments are received, the hearing should be closed and the rezoning request considered for approval, with the recommended zoning consistency statement.

**RECOMMENDED ACTION OR MOTION:**

Approve the request to rezone approximately 2.08 acres located at 567 Christmas Tree Road from R-Residential to RA-Residential Agriculture, accepting the provided findings of fact and adopting the following zoning consistency statement:

*Whereas, in accordance with the provisions of North Carolina General Statute 153A-341, the Sampson County Board of Commissioners does hereby find and determine that the recommendation of the ordinance amendment RZ-1-18-1 is consistent with the goals and objectives of the Sampson County Land Use Plan for residential growth due to the fact this area is located within a portion of the County designated as a Residential Growth Area in Section 2 of the Sampson County Land Use Plan (Future Land Use Map). This section further identifies appropriate uses for this area would include primarily residential development.*



## Clinton-Sampson Planning Department

227 Lisbon Street  
Post Office Box 199  
Clinton, North Carolina 28329  
(910) 299-4904 (T) - (910) 592-4261 (F)



**To:** Ed Causey, County Manager  
**From:** Mary M. Rose, Planning Director  
**Subject:** January 16, 2018 Sampson County Planning and Zoning Board Meeting -  
County Board of Commissioners February 5, 2018 Agenda Item  
**Date:** January 25, 2018

The following request was addressed by the Planning and Zoning Board at their January 16, 2018 meeting:

**RZ-1-18-1** - A rezoning request by Curwood Hawley to rezone approximately 2.08 acres located at 567 Christmas Tree Road from R-Residential to RA-Residential Agriculture was unanimously recommended for approval with the following findings of fact and zoning consistency statement: (see attached location map)

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

1. Curwood Hawley has signed the rezoning application as the owner.
2. This rezoning will include approximately 2.08 acres as shown on the location map.
3. The property is currently zoned R-Residential. (see attached location map)
4. This property is located along Christmas Tree Road. The properties to the north, south, east, and west are zoned R-Residential. There is currently RA-Residential Agriculture zoned property located within 440' of the proposed property.
5. This property is located in the northwestern part of Sampson County. In Section 2 of the Sampson County Land Use Plan, this portion of the county is designated as appropriate for single family residential growth.
6. All adjacent property owners within 100' have been notified by mail and the property has been posted.

### **Zoning Consistency Statement:**

Whereas, in accordance with the provisions of North Carolina General Statute 153A-341, the Sampson County Planning Board does hereby find and determine that the recommendation of the ordinance amendment RZ-1-18-1 is consistent with the goals and objectives of the Sampson County Land Use Plan for residential growth due to the fact this area is located within a portion of the County designated as a Residential Growth Area in Section 2 of the Sampson County Land Use Plan (Future Land Use Map). This section further identifies appropriate uses for this area would include primarily residential development.

Please contact my office with any additional questions or comments.

attachments

cc: Susan Holder, Assistant County Manager

MINUTES OF THE SAMPSON COUNTY  
PLANNING AND ZONING BOARD

Meeting Date  
January 16, 2018

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

Members Absent  
Sherri Smith

Minutes Approved

Upon a motion by Nancy Blackman and seconded by Clayton Hollingsworth, the minutes of the December 18, 2018 meeting were unanimously approved as presented by the Board.

**SU-11-17-1**

**SU-1-18-1** - A special use request by Chris Martin, (Becton Properties, LLC), to construct a solar farm along Benson Highway in a RA-Residential Agriculture District. (See attached location map and site plan)

Staff has reviewed the Special Use Permit request and made the following findings:

1. Chris Martin has signed the special use application as the applicant of the property under consideration.
2. The property under consideration contains approximately 26.83 acres as shown on the location map. (see the attached site plan)
3. The property is currently zoned RA-Residential Agriculture.
4. The proposed solar farm will occupy approximately 2 acres.
5. The proposed site will be enclosed by a 6' tall chain link fence.
6. The proposed project meets all setbacks, and other dimensional criteria required by the Sampson County Zoning Ordinance.
7. The properties adjacent to the north, east, and west are zoned RA-Residential Agriculture. The property to the south is currently zoned R-Residential.
8. All adjacent property owners within 100' have been notified by mail and the property has been posted.

Mary Rose, Chris Martin, Tommy Cleveland and Rich Kirkland were sworn.

Mrs. Rose directed the board to the location map, site plan, vegetative buffer and fence site plan proposed by the applicant, and informed the board the request was in compliance with the Sampson County Zoning Ordinance.

Mr. Martin informed the board the proposed site had received a NCDOT Driveway Permit and the site would be very small as opposed to current solar farms in Sampson County. He also informed the board, the proposed solar farm would be naturally screened to the south due existing vegetation.

Mr. Tommy Cleveland, professional engineer, informed the board he had studied solar farms while attending North Carolina State University. In his professional opinion this use would not endanger the public health and safety of the adjoining properties due to the fact the property is secluded and the solar farm will be very small. He also informed the board the use would be in harmony with the surrounding land uses due to the close proximity to the existing substation.

Mr. Kirkland, professional real estate appraiser, informed the board he has appraised at least 400 sites for solar farms throughout North and South Carolina. In his professional opinion, there is no evidence of solar farms negatively affecting the property values of adjoining properties.

The Planning Board granted the Special Use permit by making the following findings:

- A. Andrew Jackson made a motion that the use will not materially endanger the public health or safety if located according to the plan submitted and approved with the condition there would be a decommission agreement with regards to the solar equipment at which time the solar farm was discontinued. The motion was seconded by Nancy Blackman and unanimously approved by the board.
- B. Nancy Blackman made a motion that the use meets all required conditions and specifications. The motion was seconded by Clayton Hollingsworth and unanimously approved by the board.
- C. Debra Bass made a motion that the use will not substantially injure the value of adjoining or abutting property, or that the use is a public necessity. The motion was seconded by Nancy Blackman and unanimously approved by the board.
- D. Nancy Blackman made a motion that the location and character of the use, if developed according to the plan as submitted and approved, will be in harmony with the area in which it is to be located and in general conformity with the Sampson County Land Use Plan. The motion was seconded by Clayton Hollingsworth and unanimously approved by the board.

Having met all four standards the Special Use Permit was approved by the Board.

#### **RZ-1-18-1**

A rezoning request by Curwood Hawley to rezone approximately 2.08 acres located at 567 Christmas Tree Road from R-Residential to RA-Residential Agriculture. (see attached location map)

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

- 1. Curwood Hawley has signed the rezoning application as the owner.
- 2. This rezoning will include approximately 2.08 acres as shown on the location map.
- 3. The property is currently zoned R-Residential. (see attached location map)
- 4. This property is located along Christmas Tree Road. The properties to the north, south, east, and west are zoned R-Residential. There is currently RA-Residential Agriculture zoned property located within 440' of the proposed property.
- 5. This property is located in the northwestern part of Sampson County. In Section 2 of the Sampson County Land Use Plan, this portion of the county is designated as appropriate for single family residential growth.
- 6. All adjacent property owners within 100' have been notified by mail and the property has been posted.

#### **Zoning Consistency Statement:**

Whereas, in accordance with the provisions of North Carolina General Statute 153A-341, the Sampson County Planning Board does hereby find and determine that the recommendation of the ordinance amendment RZ-1-18-1 is consistent with the goals and objectives of the Sampson County Land Use Plan for residential growth due to the fact this area is located within a portion of the County designated as a Residential Growth Area in Section 2 of the Sampson County Land Use Plan (Future Land Use Map). This section further identifies appropriate uses for this area would include primarily residential development.

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

Ayes: Unanimous

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

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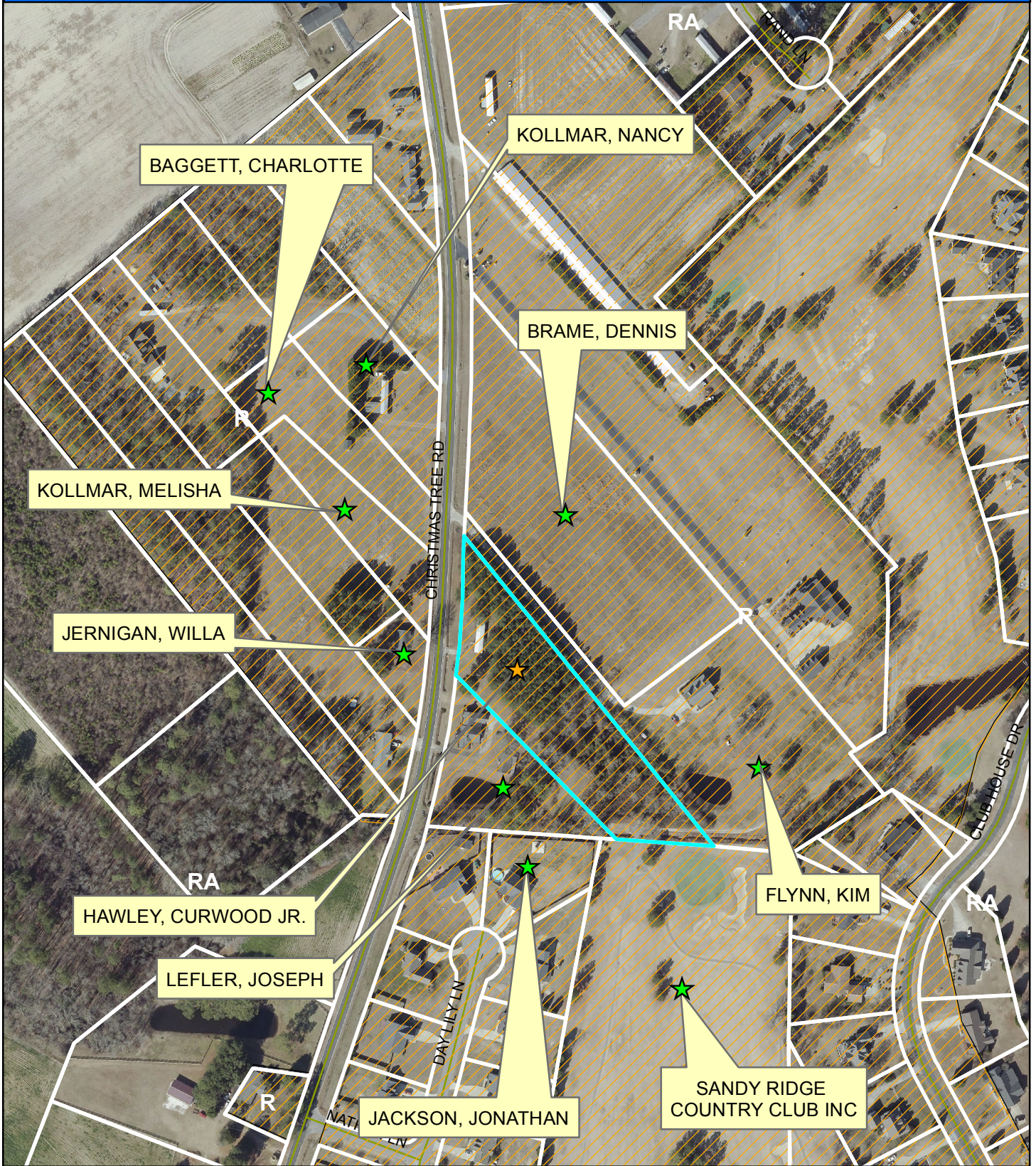
Chairman

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Secretary



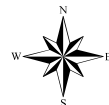
**RZ-1-18-1**  
**Curwood Hawley**  
**567 Christmas Tree Road**



**Proposed Property**



**Property Owners Within 100 Feet**





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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO. 2 (a)

Meeting Date: February 5, 2018	<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
	<input type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input checked="" type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
	<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue

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**SUBJECT:** Tax Department - Annual Statutory Activities Related to Tax Collection

**DEPARTMENT:** Tax Administration

**PUBLIC HEARING:** No

**CONTACT PERSON(S):** Jim Johnson, Tax Administrator

**PURPOSE:** To complete annual statutory activities related to tax collection

**ATTACHMENTS:** Memoranda from Tax Administrator

**BACKGROUND:**

Report of Unpaid Taxes/Request to Advertise Pursuant to GS 105-369, Tax Administrator Jim Johnson will report to the Board the amount of unpaid taxes for last year which are liens on real property. Upon receipt of this information, the Board must set a date to advertise these delinquent taxes at least once between March 1 and June 30. Mr. Johnson has recommended an advertisement date of April 5, 2018 with a deadline for payment being March 29, 2018.

Setting Dates for Board of Equalization and Review Hearings In accordance with GS 105-322, the first meeting of the Board of Equalization and Review shall not be held earlier than the first Monday in April and not later than the first Monday in May. The Board shall complete its duties on or before the third Monday following its first meeting or by July 1st. The meeting dates must be published at least three times and include the date on which the Board expects to adjourn. Mr. Johnson has recommended the Board convene from 1-6 pm on April 17 and April 25.

**RECOMMENDED ACTION OR MOTION:**

(1) Motion to authorize advertisement of unpaid taxes which are liens on real property as recommended by Tax Administrator

(2) Motion to convene the Sampson County Board of Equalization and Review on April 17 and April 25 from 1 pm - 6 pm

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

Phone 910-592-8146

Fax 910-592-4865

MEMO:

TO: Ed Causey - County Manager

FROM: Jim Johnson - Tax Administrator

DATE: January 23, 2018

SUBJECT: Advertising Tax Liens on Real  
Property

This needs to be on the Board of County Commissioners agenda for February 5, 2018. Pursuant to N.C.G.S. 105-369, on the first Monday in February it is the duty of the Tax Collector to report to the governing board the total amount of unpaid taxes for the current fiscal year that are liens on real property. Upon receipt of this information, the governing board must set a date or dates for the advertising. The law requires that they be advertised at least once between March 1, and June 30<sup>th</sup>. I would like to recommend that the Board set April 5, 2018 as the advertising date with the deadline for payment being March 29, 2018. Payment must be in the tax office by 5:00pm on this date.

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

Phone 910-592-8146

Fax 910-592-4865

MEMO:

TO: Ed Causey - County Manager

FROM: Jim Johnson - Tax Administrator

SUBJECT: Board of Equalization & Review  
Hearings.

DATE: January 23, 2018

I would like for the Board of Commissioners to consider setting dates for the 2018 Board of Equalization & Review Hearings. According to NCGS 105.322, the first meeting shall not be held earlier than the first Monday in April and not later than the first Monday in May. The Board of E&R shall complete it's duties on or before the third Monday following its first meeting unless, in its opinion, a longer period of time is necessary. All hearings should be complete by July 1. We are required to publish the dates at least three times, with the first publication to be at least 10 days prior to the first meeting. Also, the notice shall state the date on which the Board expects to adjourn. I make a recommendation of April 17, and April 25, 2018 for the 2018 Board of Equalization and Review. I also recommend appointment times be set for 1:00 to 6:00pm on these dates.

\*\*Please put on the Board of County Commissioners agenda for February 5, 2018.

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO. 2 (b)

Meeting Date: February 5, 2018	<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
	<input type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input checked="" type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
	<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue

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**SUBJECT:** Contract for Ambulance Billing and Collection

**DEPARTMENT:** Finance

**PUBLIC HEARING:** No

**CONTACT PERSON(S):** David Clack, Finance Officer

**PURPOSE:** To consider contracted services to enhance collection of ambulance billings

**ATTACHMENTS:** Memorandum from Finance Officer

**BACKGROUND:**

The Finance Office has determined that the County can significantly increase its annual collections of ambulance billings by contracting such services rather conducting such billing and collections operations internally. They have recommended that the County contract with Colleton Software, a medical billing company that exclusively deals with ambulance billing. Based on the company's analysis of our current collections, they believe that they can increase our annual collections over fiscal year 2017-2018 by \$380,000 in fiscal year 2018-2019, by \$460,000 in fiscal year 2019-2020, and by \$525,000 in fiscal year 2020-2021. At the end of the three year period we will have collected \$1,365,000 more than our current budgeted amount. The fee for their services is 6.5% of net collections. The total fee for fiscal year 2018-2019 would be approximately \$150,200. The County would net an additional \$229,800.

It is further recommended that the position currently allocated to billing and collections be retained to perform those duties previously performed by Finance staff who have now been reassigned to Human Resources.

**RECOMMENDED ACTION OR MOTION:**

Authorize the County Manager to execute a contract for ambulance billing and collections with Colleton Software, once it has been reviewed and approved by the County Attorney





*Sampson County Finance Department*  
*David K. Clack, Finance Officer*

*MEMORANDUM*

**TO:** Board of Commissioners

**FROM:** David K. Clack, Finance Officer

**DATE:** January 25, 2018

**SUBJECT:** Contract for Ambulance Billing and Collection

Last fiscal year we collected \$1,930,982 on ambulance services that we provided during the year. Colleton Software recently presented us with a proposal to enhance our collection of ambulance billing.

Colleton Software is an medical billing company that exclusively deals with ambulance billing. They currently handle the billing for ten (10) North Carolina counties and the billing for several ambulance companies in fourteen (14) other counties.

Based on their analysis of our collections they believe that they can increase our annual collections over fiscal year 2017-2018 by \$380,000 in fiscal year 2018-2019, by \$460,000 in fiscal year 2019-2020, and by \$525,000 in fiscal year 2020-2021. At the end of the three year period we will have collected \$1,365,000 more than our current budgeted amount. The fee for their services is 6.5% of net collections. The total fee for fiscal year 2018-2019 would be approximately \$150,200. The County would net an additional \$229,800.

The Finance Department currently bills and collects for all ambulance services. There is one position dedicated to this function. We are requesting that this position remain with the Department to handle those duties that were being done by those positions that were transferred to the Human Resources Department. We believe that in order to increase our collections by the amounts above we would need additional resources in our Department. We will save money on supplies and software costs with this contract.

We have checked the references for the Company and their clients speak very highly of their service and professionalism. We respectfully request that the Board authorized the County Manager to sign the contract with Colleton Software once it has been approved by the County Attorney.

**AGREEMENT FOR EMERGENCY MEDICAL BILLING SERVICES**

THIS AGREEMENT FOR EMERGENCY MEDICAL BILLING SERVICES (the “Agreement”) is made and entered into this 1st day of APRIL 2018 (the “Effective Date”), by and between Tarheel Medical Billing, Inc. dba as Colleton Software, a corporation organized and existing under the laws of the State of South Carolina (“TMB”), and Sampson County Emergency Medical Services –a department of the County of Sampson, a body politic of the State of North Carolina (the “Client”). In the re. In the remainder of this Agreement, TMB and Client shall be referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, TMB is in the business of providing medical billing and collection services to the health care industry; and

WHEREAS, Client desires to obtain billing and collection services from TMB to assist in the collection of accounts receivable; and

WHEREAS, TMB wishes to provide billing and collection services for Client upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the covenants and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree to the following terms and conditions:

1. **PURPOSE.** The Parties hereby acknowledge and agree that during the Term (as hereinafter defined) of this Agreement, TMB will be the sole and exclusive provider of medical billing and collection services for Client (collectively, the “Services”). Client understands, acknowledges and agrees that there may be accounts assigned to TMB pursuant to this Agreement for which TMB determines, in its sole discretion, that collection services are not warranted. In the event that TMB makes such a determination about an account, TMB will return the account to the Client, so advise Client in writing, and TMB will have no obligation to perform any collection services with regard to the returned account. Any additional services requested by Client of TMB not explicitly defined within this Agreement will be considered to be separate and apart from this Agreement and subject to negotiation and additional fees for services rendered, provided no such additional fees shall be charged to or incurred by Client without Client’s additional written consent.

For the purpose of this contract, a collectible is defined as the receipt of all information required in order to properly submit the claim to the appropriate payment source.

Client represents and warrants to TMB as follows:

- (A) That all accounts referred to TMB for collection pursuant to this Agreement
  - (i) have been timely referred to TMB,
  - (ii) have not been charged off or otherwise reduced to a zero balance,
  - (iii) were generated in the ordinary course of business,
  - (iv) have been properly coded,

(v) are collectible  
, revenue-generating accounts and  
(vii) have not been sent to TMB for account processing or any other type of administrative-type service, with the exception of administrative-type services that are incidental to performing collection Services on revenue-generating accounts;

(B) by entering into this Agreement and/or performing its obligations hereunder, Client will not be in breach of any obligation to, covenant not to compete or restrictive covenant with, any third party; and

(C) All amounts (including without limitation fees, costs and charges) included in all accounts referred to TMB for collection pursuant to this Agreement (i) are permitted and are collectible under all federal, state and local laws, rules and regulations applicable to Client, Client's business and TMB and (ii) will be either (a) expressly authorized by the agreement creating the debt or (b) permitted by law

2. **TERM OF AGREEMENT.** The initial term of this Agreement shall be for a period of 3 year(s), commencing on the 1st day of APRIL, 2018, and terminating at 11:59 p.m. on the 31st day of MARCH, 2021 (the "Initial Term").

Upon the expiration of the Initial Term, this Agreement will automatically renew for up to TWO (2) year period (the "Renewal Term;" the Initial Term and the Renewal Term, if exercised, are hereinafter collectively referred to as the "Term"), on the same terms and conditions set forth herein, unless Client delivers to TMB written notice

- (i) of termination or
- (ii) of Client's desire to renegotiate the terms of this Agreement, at least ninety (90) days prior to the expiration of the then current Term.

3. **TMB'S RIGHTS, DUTIES & OBLIGATIONS.** It is hereby acknowledged and agreed by the Parties that, during the Term of this Agreement, TMB will provide the Services for Client, subject to the following conditions:

(A) Accounts Receivable Management Services. TMB will provide Client the following insurance filing and additional patient billing services:

(i) Insurance Filing. Claims for reimbursement or payment for ambulance or wheelchair transportation provided by the Client will be submitted to insurance carriers' by TMB after TMB receives the necessary data to file the claim via the the Electronic Patient Care Reporting Software. If the insurance claim remains unpaid for more than forty-five (45) days or TMB does not receive notification from the insurance company as to payment or refusal of the claim thereof, TMB will, in TMB's sole discretion, institute necessary procedures to continue collection of the account as TMB deems necessary. Accounts with outstanding balances remaining after the insurance company and/or third party payor determines benefits payable will be billed directly to the

patient/guarantor by TMB or as dictated by the Client. Medicare and Medicaid claims will be filed to the appropriate state and or federal agency within 8 hours' receipt via Gateway EDI interchange and will be processed by TMB until all revenue resources are collected or eligibility and payment options are exhausted.

(ii) Direct Patient Billing. At the direction and instruction of Client, TMB will mail an initial statement of account to all patients/guarantors without insurance and to patient/guarantor after receipt of denial or partial payment from the insurance company or third-party payer. Billing will only occur after TMB receives the necessary billing data via EPCR. After the initial statement, the account will be entered into a thirty (30) day billing cycle. After an account reaches ninety (90) days without activity that account balance will be cleared and TMB will no longer bill the account with the following exceptions:

Patients are billed by TMB as follows

After the call is received via EPCR from the company, TMB will send the patient a letter of fact stating that TMB is billing the primary payer source (when available) for the patient and the call conducted by the company.

Patient Pay Accounts

For patients without any additional secondary source of payment, TMB will send the patient a bill and statement on 30 days, 60 days and 90 days increments. Patients that communicate additional information with TMB will continue to receive monthly statements as long as the account is actively collecting funds or communicating new information.

Any patient that request to pay the balance of their account over a specific time frame will continue to receive monthly statements to reflect payments made on their account balance.

Commercial Insurance and Medicare

After we receive payment from a primary payer source, TMB will then bill the patient any balance that exist on the account. TMB will bill the patient at 30 days, 60 days and 90-day intervals or until the account balance is settled. Patients that request for a payment plan will be handled on a case by case basis. Statements will be sent monthly to patients paying balances over time.

Medicaid

Per Medicaid law, TMB cannot legally bill the balance of the account. Medicaid under North Carolina law, requires the biller to accept the Medicaid as payment in full and does not allow for the patient to be billed for additional funds.



(B) Provided Materials. TMB will furnish and provide all material needed for billing accounts, including but not limited to insurance claim forms, patient mailers, paper supplies and postage.

(C) Deposits. TMB will direct deposit all payments received by TMB on behalf of the Client. Deposits will be made into a bank account set up by the Client for receipt of the monies. Deposits will be made into the Client's account on a daily basis. TMB's access will be limited to the Client's account or monies for the sole purpose of depositing monies into the Client's account. TMB will have no authority over any accounts maintained by the Client.

(D) Accounts Receivable Management Reports. TMB will provide the Client with accounts receivable management reports on a monthly basis. The reports will be submitted to the Client no later than the 10<sup>th</sup> day of the following month via email to the address from which TMB receives the ePCR data. The reports shall include the following information:

(i) Monthly financial report reflecting the month-to-month and year-to-date transaction summaries, including but not limited to amounts billed, paid and adjustments;

(ii) Check registry reports reflecting a list of revenues received and totals; and

(iii) Deposit tickets for all deposits made into Client's account.

(E) Return of Non-Collectable Accounts. TMB will provide the Client with a monthly list of all accounts that TMB will no longer bill and will return all documentation regarding such accounts to the Client simultaneously with the corresponding accounts receivable management report.

(F) Sub-Contract. TMB may, in its sole discretion, subcontract any work that it deems appropriate or necessary to third parties. TMB agrees to assume all responsibilities for the work of the subcontractor and the fees charged by the subcontractor.

(G) Disclaimer of Warranties. With the exception of the express representations and warranties set forth in this Agreement, TMB disclaims without limitation any and all promises, representations and warranties (express, implied, and/or statutory) pertaining to any billing/collection services furnished hereunder. Additionally, TMB makes no representation or warranty as to the timing or to the amount of collections to be realized in connection the performance of billing/collection services hereunder, and TMB does not guarantee a specific collection percentage.

(H) TMB will process all Medicare, Medicaid and commercial insurance paperwork required to receive the client's PTAN and NPI numbers and connect those numbers to any and all electronic submission requirements that TMB uses to submit Client's claims. The Medicare PTAN numbers and change of address requests for new billing services may take up to 60-90 days to be processed by the appropriate Medicare sources. After the PTAN numbers or change of address is received TMB will process the paperwork to connect Client's PTAN number to TMB's submitter ID in order to submit all claims electronically and this process may take up to an additional 15 days. Medicare payments are received via direct deposit to Client's account approximately 14 days after the call and all supporting paperwork are submitted to TMB.

4. **CLIENT'S RIGHTS, DUTIES & OBLIGATIONS.** During the Term of this Agreement, Client agrees that TMB will be the sole and exclusive provider of Services for Client and Client will not enter into any other agreements or arrangements concerning the billing and/or collection of medical accounts nor use self or in-house collection without TMB's written consent thereto, not to be unreasonably withheld. This Agreement is subject to the following conditions:

(A) Provide Information. Client agrees to provide all necessary documentation for billing and claims processing including, but not limited to, the following:

(i) All information as required from time to time by TMB to process accounts for services rendered by the Client;

**(ii) Client will install and operate EMS CHARTS or other agreed upon ePCR and will submit all requested information to TMB via EMS CHARTS or other agreed upon ePCR in a timely manner;**

(iii) Client agrees to keep all necessary information to support third party claims, Medicare waivers, and medical authorization releases on file in accordance with state and federal regulations. The Client also will notify TMB in the event signatures are not obtained with each data file submission;

(iv) Client shall retain and be responsible for clarifying or obtaining any additional information reasonably and/or legally necessary for billing claims/patients which shall include scanned copies of hospital records and other information provided by third parties including but not limited to insurance documents and patient instruments. Information to be provided includes but is not limited to information required by the software, technician's signatures and doctor's signatures when applicable;

(v) Client shall promptly notify TMB of any change in the management of Client;

(vi) Client shall promptly notify TMB of any changes to Client's inventory of vehicles, either through the addition of new vehicles or through the disposition of vehicles;

(vii) Client shall promptly notify TMB of any change of address for Client; and

(viii) Any additional information requested by TMB reasonably and/or legally needed to process/support a claim. Any such information will be submitted by Client to TMB within ten (10) days of written request by TMB to the extent possible, and otherwise as promptly as possible thereafter.

Client acknowledges and agrees that TMB shall have no obligation to commence collection activities on an account until Client has provided to TMB all of the information required pursuant to this Section 4(A). TMB may, in its sole discretion, elect to commence collection activities on an account prior to receiving all of the information required under this Section 4(A).

(B) Transmission of Data. Client agrees to email all data collected by ePCR within seventy-two (72) hours of receipt. The Client shall immediately notify TMB should the transmission of the data be delayed for reasons beyond the Client's control together with the projected time in which the data will be transmitted.

(C) Limited Power of Attorney. Client hereby grants to TMB power of attorney coupled with an interest for the purpose of giving TMB permission to sign on its behalf all forms and documents necessary for reimbursement to the Client. TMB is appointed as the agent of Client under this Agreement solely for the express purposes of this Agreement relating to billing and receiving payments and related mail, receiving and storing documents, and communicating with hospitals and other entities to facilitate its duties. TMB shall have no authority to pledge credit, contract, or otherwise act on behalf of Client except as expressly set forth herein or approved in writing hereafter by Client.

(D) Address Changes. Client agrees to make or allow TMB to make necessary address changes in order that payments and correspondence relative to billing activities may be sent directly to TMB's mailing address.

(E) Signing of Forms. Client agrees to sign all forms that are required by Medicare, Medicaid, Champus and any other insurance carriers or payers necessary for TMB to perform the Services.

(F) DELETED To adhere to Freedom of Information Act

(G) Copyrighted Materials. Client agrees and understands that TMB retains all ownership interest and all rights to the all applicable software owned by TMB. In the event of termination, expiration or breach of this Agreement, Client agrees to immediately return any software provided under the terms of this Agreement to TMB, but in no event within thirty (30) days. Client shall not make any copies of software provided by TMB.

(H) Performance. Both parties understand and agree that the obligation of the other party to perform under this Agreement is conditioned upon their own timely compliance with its terms and conditions. In the event either party breaches any such term or condition, or causes any such term or condition to be breached, the obligations of the non-breaching party to perform under this Agreement shall automatically terminate, and that party shall have no further liability or obligation to the breaching party.

(I) Reimbursement. Client shall reimburse TMB for reasonable costs and expenses that TMB incurs to search, restore, compile, photocopy or otherwise reproduce and deliver information, data or documents pertaining to Services provided under this Agreement whether requested by the Client, its agents and representatives, the person for whom healthcare services were provided, the responsible party on the referred account, the U.S. Department of Health and Human Services or any other person or entity entitled to such information by operation of law or contract when such reproduction requires resources or effort that exceed what is necessary to provide commonly requested information. All reimbursements shall be made within thirty (30) days of Client's receipt of invoice for same from TMB. TMB shall exercise its best efforts to limit the costs associated with, and will seek the prior written approval of Client before, undertaking any activities under this provision for which TMB may seek reimbursement from Client, and except to the extent any such activities are legally required to be taken by TMB, Client shall not be charged for or incur any costs associated with reimbursing TMB for such activities if not pre-approved by Client. In the event that such activities are legally required to be taken by TMB, TMB will provide notice to the Client.

(J) Non-Solicitation. During the term of this Agreement, and for a period of two (2) years thereafter, Client agrees that it will not, without the prior written consent of TMB, either directly or indirectly, on its own behalf or in the service or on behalf of others, knowingly solicit or knowingly attempt to solicit any person employed by TMB, whether or not such employee is a full-time, part-time or temporary employee.

(K) Direct billing - Emergency Medical Services for stand by events  
During the term of this Agreement, the client may bill directly to the source for standby services provided to the entity where the client provides personnel and / or other resources in exchange for a flat fee. These services may include but is not limited to events, festivals, sporting events, local racing facilities or any other activity where the company provides a stand by resource and charges the organizer. These activities may be billed by the company directly without informing TMB. TMB will not be owed any compensation for these services either directly or indirectly



**5. MUTUAL RIGHTS, DUTIES & OBLIGATIONS OF THE PARTIES.**

The following rights, duties and obligations apply to the Parties:

(A) Compliance with local, state and federal regulations. The Parties agree to comply with all applicable local, state and federal laws, rules and regulations.

(B) Operation of Law. In the event that this Agreement or any part of this Agreement is deemed to be contrary to local, state, or federal law by counsel for Client or TMB, or, in the opinion of counsel, presents substantial legal risk to either Party, Client and TMB agree to use their best efforts to make changes to the Agreement to the minimum extent necessary to make this Agreement consistent with applicable laws, and to try to retain as closely as possible the original terms reflected in this Agreement. If this Agreement cannot be modified or amended in a way that is mutually agreeable to Client and TMB and complies with applicable law after Client and TMB have used their best efforts, then either Client or TMB may terminate the Agreement. Client and TMB expressly acknowledge that it has been and continues to be their intent to comply with all federal, state, and local laws, rules and regulations.

(C) Record Retention. The Parties agree that TMB shall retain, for such period(s) of time as TMB deems necessary, such documents and records as TMB deems appropriate related to this Agreement and the Services provided hereunder in order to comply with applicable laws, rules and regulations and TMB shall have the right to disclose such documents and records to such governmental authorities as required by law. This section shall survive the expiration or termination of this Agreement. In addition to any other provision of this Agreement providing that such documents and/or records shall be returned to Client following any termination hereof, to the extent that TMB retains such documents and/or records thereafter, prior to finally disposing of same, TMB shall exercise good faith efforts to offer to deliver the same to Client again and at any actual costs reasonably incurred by TMB to do so at such time.

(D) Patient Confidentiality (HIPAA). The Parties agree that TMB may be considered a “business associate” of Client under the Health Insurance Portability and Accountability Act of 1996 and its accompanying regulations (HIPAA) and therefore agree to execute the Business Associate Agreement (the “BAA”) in the form attached hereto as Exhibit “A”. This Agreement is contingent on the Parties executing the BAA. The Parties agree to abide by the terms as set forth in the BAA.

(E) Confidential Information. The Parties acknowledge that the Confidential Information (as hereinafter defined) of each Party is of substantial value and that its value may be destroyed by the disclosure thereof to a third party not contemplated under this Agreement. Accordingly, the Parties, for themselves and their respective employees and agents, covenant and agree only to the extent permitted by law, that they will treat and hold as private all Confidential Information of the other Party and that they

will not, without the express written consent of a duly authorized officer of the other Party, divulge, furnish or make accessible to anyone, or otherwise disclose, directly or indirectly, any Confidential Information. Additionally, the Parties, for themselves and their respective employees and agents, covenant and agree only to the extent permitted by law, that they will refrain from using any of the Confidential Information except in connection with the performance of their respective obligations under this Agreement, and deliver promptly to the other Party or destroy, at the request and option of such Party, all tangible embodiments (and all copies) of Confidential Information in its possession. The term "Confidential Information" as used herein includes, but is not limited to, Trade Secrets (as hereinafter defined), any and all proprietary information, information not made available to the public about sales, costs, pricing, marketing, ideas, problems, developments, research records, technical data, computer programs, processes, plans for product or service improvement and development, business and strategic plans and methods, lists of patients, customers or clients, expirations, financial information, forecasts, patient, customer or client records, and any other information concerning the Parties, their businesses, affairs, shareholders, officers and employees that is not already generally available to the public and regardless of its form of medium. For purposes of this Section 5(E), the term "Trade Secrets" shall have the meaning ascribed to it in the North Carolina Trade Secrets Act, N.C. Gen. Stat. § 66-152(3) *et seq.*

The term "Confidential Information" does not include: (i) information which is or becomes publicly available other than as a result of acts by the receiving Party in breach of this Agreement, (ii) information which is disclosed to the receiving Party by a third party on a non-confidential basis without violation of this Agreement or similar confidentiality agreement, or (iii) information which is deemed within the sole discretion and opinion of applicable legal counsel to either party to be required to be disclosed in compliance with applicable laws or regulations, including without limitation laws applicable to Client as a local government entity subject to certain open records laws applicable to such entities operating within the State of North Carolina, or by order of a court or other regulatory body of competent jurisdiction.

In the event that either Party, its employees or agents, are requested or required (by oral question or request for information or documents in any legal proceeding, deposition, interrogatory, subpoena, or similar process) to disclose any Confidential Information, such Party, its employees or agents, will notify the other Party promptly in writing of the request or requirement so that such Party may seek an appropriate protective order or waiver in compliance with the provisions of this Section 5(E). If, in the absence of a protective order or the receipt of a waiver hereunder, a Party, its employees or agents are, on advice of counsel, compelled to disclose any Confidential Information to any legal tribunal or else stand liable for contempt, such Party, its employees or agents, may disclose the Confidential Information to the tribunal; provided, however, that such Party, its employees or agents, shall use their best efforts to obtain, at the request of the other Party, an order or other assurance that confidential treatment will be accorded to such portion of the Confidential Information required to be disclosed as the other Party shall designate.

The provisions of the Section 5(E) shall survive the expiration or other termination of this Agreement. The complete terms and conditions of this Agreement shall not be deemed or considered to be confidential information.

(F) Cooperation. TMB and Client covenant and agree that they will cooperate and work in good faith with each other and will not commit any acts or omit any acts that might tend to obstruct either Party in performing its duties under this Agreement.

6. **FEES FOR SERVICES RENDERED.**

(A) Administration Fee. Client will not be charged an administrative fee for the establishment of this account with TMB.

(B) Fee. For all Services provided, TMB will charge, and Client hereby agrees to pay, a contingent collection fee equal to **6.50%** of payments made on accounts assigned, regardless of whether the payment is made to TMB or to Client. All fees paid by Client to TMB are payable in U.S. dollars only.

(C) Payment Terms: TMB will submit an invoice on or around the 10<sup>th</sup> day of the month for the commission due on monies collected by TMB during the preceding calendar month. The invoiced amount is due upon receipt. Payment must be received by TMB within thirty (30) days from the Client's receipt of the invoice.

Fees outstanding are subject to a late charge of one and one-half percent (1½%) per month or the maximum amount allowed by law, whichever is less.

Client agrees to report to TMB, within thirty (30) days of Client's receipt of a payment, any and all payments received directly by Client or its agent on accounts that are in the possession of TMB and agrees that TMB will be entitled to receive regular agreed collection fees on said payments.

(D) Attorney/Collection Fees. In the event that either party retains an attorney or collection agency to assist in the collection of any amounts owed to it by the other party under this Agreement, the costs and fees incurred as a result of such retention shall be added to the amount to be collected therefrom. Each party will be responsible for all reasonable attorneys' fees and costs incurred by the other party as a result of any breach of this Agreement.

(E) Right to Offset. In addition to all other remedies available to TMB, in the event Client fails in its obligation to pay TMB in a timely manner in accordance with the terms of this Agreement for Services, or any other amounts owed, and Client fails to cure said obligation within a ten (10) day period following notification from TMB, TMB shall be entitled to offset any such unpaid amounts against any and all amounts received by TMB as payment on accounts referred to TMB pursuant to this Agreement, provided nothing herein shall be construed as to provide TMB with any right of offset or access to any funds already deposited into Client's bank accounts pursuant to this Agreement.

(F) Right to Terminate. In the event any invoice remains unpaid more than thirty (30) days after the invoice date, TMB shall have the right to temporarily discontinue the performance of the Services and its other obligations under this Agreement and/or to terminate this Agreement, and TMB shall have no further liability or obligation



to Client. In the event TMB terminates this Agreement pursuant to this Section 6(F), Client shall immediately pay to TMB all amounts then due and outstanding.

**7. LIMITATION OF LIABILITY.**

(A) Subject to Section 7(C) below, neither party shall be liable to the other party or to any third party for any damages resulting from or related to this Agreement or the Services performed hereunder, except for damages resulting from the gross negligence, recklessness, or willful misconduct of any such party, or its affiliates, parent companies, subsidiaries, including without limitation the officers, directors, shareholders, members, employees, subcontractors, representatives, assigns, successors, heirs, or other agents thereof or any kind whatsoever..

(B) In no event shall either party be held liable to the other party or any third party for any incidental, indirect, special, consequential or punitive damages whatsoever, including, without limitation, damages for loss of profits or revenues, loss of data, business interruption, or any other damages or losses arising out of or related to this agreement or the performance or breach thereof, regardless of the theory of liability (contract, tort or otherwise), even if such party has been advised of the possibility thereof.

(C) Except with respect to any liability arising from actions based upon intentional fraud or misrepresentation by either party which shall not be subject to the limitation of liability imposed by this provision, the entire liability for either party for any matter arising from or related to this Agreement shall be limited to the amounts paid by Client to TMB under, and during the Term of, this Agreement.

**8. TERMINATION OF AGREEMENT.**

(A) This Agreement may be terminated as follows:

(i) By written notice by either Party in the event that the other Party has defaulted under the terms of this Agreement and shall have failed to remedy such default within thirty (30) days ten (10) days for a payment default) after written notice thereof from the non-defaulting Party unless such cure shall reasonably take a longer period and the defaulting Party provides assurance that it is attempting to timely cure; or

**(ii) By either Party for any reason and at any time by providing NINETY (90) days prior written notice of such intent to the other Party. During the NINETY (90) day period, the Agreement shall continue in full force and the Parties shall be obligated to act in accordance with this Agreement.**

(iii) Notwithstanding any provisions contained herein to the contrary, this Agreement may be immediately terminated by either party, with no further obligation, if the other party is charged by any governmental regulatory body or law

enforcement agency with engaging in any illegal conduct or committing any act which may be classified as a felony or a misdemeanor under state or federal law.

(B) In the event that this Agreement is terminated, the Parties agree that:

(i) TMB will not be liable for any costs incurred by the Client in securing another billing collection agency;

(ii) TMB will not pay or refund money earned as a result of Services provided to the Client;

(iii) TMB will return to the Client all of Client's property including financial records, statistical information, files and patient medical records and accounts in a reasonable time period and without charge therefore. Once the aforementioned information is delivered to the Client, Client agrees to release TMB of all liability for the information's safekeeping; and

9. **INDEMNIFICATION.** TMB and Client each agree to and do hereby assume responsibility for their respective acts or omissions which may give rise to any claim arising out of this Agreement. TMB and Client, to the fullest extent allowed by law, shall indemnify and hold harmless the other Party and the other Party's affiliate, subsidiary and parent corporations, partnerships and limited liability companies, and its and their officers, directors, shareholders, partners, members, attorneys, predecessors, successors, representatives, insurers, assignees, agents, employees, executors, administrators and heirs, from and against all claims, liabilities, losses, costs and expenses (including reasonable attorneys' fees with respect thereto) arising out of or attributable to (i) such Party's acts or omissions and (ii) any misrepresentation or breach of any agreement, representation, warranty or covenant made herein by such Party.

Additionally, each party shall indemnify and hold harmless the other party and its affiliate, subsidiary and parent corporations, partnerships and limited liability companies, and its and their officers, directors, shareholders, partners, members, attorneys, predecessors, successors, representatives, insurers, assignees, agents, employees, executors, administrators and heirs, from and against all claims, liabilities, losses, costs, penalties and expenses (including reasonable attorneys' fees with respect thereto) arising out of or attributable to any breach or violation of any Medicare rules or regulations by such party or its affiliate, subsidiary and parent corporations, partnerships and limited liability companies, and its and their officers, directors, shareholders, partners, members, employees and/or agents.

The Party to be indemnified hereunder (the "Indemnified Party") shall notify the other Party (the "Indemnifying Party") in writing concerning the nature of any claim for indemnification made hereunder within thirty (30) days after receipt of knowledge of the facts upon which such claim is based, time being of the essence, setting forth specifically

the facts giving rise to the alleged claim, the basis for the claim and the amount of liability asserted to the extent known.

The Indemnifying Party shall have the right to conduct the defense of any claim or action commenced by a third party against the Indemnified Party with respect to which Indemnified Party has asserted a claim to receive indemnification and in which Indemnifying Party has an indemnification obligation, provided that the Indemnifying Party must so elect by notice to Indemnified Party within thirty (30) days after receipt of written notice thereof from the Indemnified Party. In defending, compromising or settling any such claim or action, the Indemnifying Party shall exercise due regard for the continuing business interests of the Indemnified Party and shall not settle any claim without the prior written consent of the Indemnified Party if the Indemnified Party would be adversely affected thereby. In the event that the Indemnifying Party shall not elect to defend any such third party claim or action, the Indemnified Party shall use commercially reasonable business judgment in defending, settling or compromising such claim or action and shall notify the Indemnifying Party prior to settling or compromising any such claim or action. The Indemnified Party shall cooperate fully with the Indemnifying Party in defense of all such claims or actions which the Indemnifying Party elects to defend, and the Indemnified Party shall have the right, at its own cost and expense, to employ counsel to assist in such defense, which counsel may consult or confer with and advise counsel or other representatives of the Indemnifying Party with respect thereto. The cooperation of the Indemnified Party is a condition to the Indemnifying Party's continuing indemnification obligation hereunder and the Indemnified Party's cooperation shall include making available to the Indemnifying Party the time and assistance of its officers, directors, owners and employees, and providing access to and the right to make copies of and excerpts from all pertinent documents, books and records to the extent they are in the Indemnified Party's possession or within its control.

The Indemnified Party shall use commercially reasonable business judgment in defending and minimizing total costs and damages with respect to any claim for which the Indemnifying Party may become responsible hereunder prior to making a claim against the Indemnifying Party hereunder.

The provisions of the Section 9 shall survive the expiration or other termination of this Agreement.

10. **LIMITED LICENSES.** TMB grants Client a limited license to utilize and distribute TMB proprietary software materials as incorporated in the product. The materials may not be utilized for any other purpose other than specifically stated in this Agreement. Client agrees that any such use violates this Agreement and may result in damages to TMB. Client agrees and understands that the product may include protected intellectual property of entities other than TMB and that TMB, by virtue of its agency relationship with these entities, is or may be required to assist these entities in the prosecution of any party that may infringe or attempt to infringe upon such protection.

TMB hereby expressly warrants unto Client that it has all of the rights and/or necessary licenses to provide any and all software which is actually provided to Client under this Agreement and TMB agrees to indemnify and defend Client against any and all claims or actions made by any third parties against Client resulting from any alleged violations of such rights including without limitation any actions based on copyright, trademark, or patent infringement, which indemnification shall not be subject to any limitation upon liability provisions otherwise set forth in this Agreement.

12. **MISCELLANEOUS.**

(A) Entire Agreement. Except as otherwise expressly stated herein, this Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all other agreements, whether oral or written, regarding the same. The terms of this Agreement are contractual, not merely recital, and are the result of negotiation among the Parties. This Agreement has been carefully read by the Parties. The contents of this Agreement are known and understood by all, and it is freely and voluntarily executed by each Party. Each person executing this Agreement in a representative capacity has the authority to execute the Agreement and bind the Party it represents to such Agreement. No Party relies or has relied on any statement, representation, omission, inducement, or promise of any other Party in executing this Agreement, except as expressly stated in this Agreement

(B) Modifications. This Agreement can only be modified by a written agreement duly signed by authorized representatives of TMB and Client, and variances from or addition to the terms and conditions of this Agreement in any order or other writing will be of no effect. Moreover, in order to avoid uncertainty, ambiguity and misunderstandings in their relationships, the Parties covenant and agree not to enter into any oral agreement or understanding inconsistent or in conflict with this Agreement; and the Parties further covenant and agree that any oral communication allegedly or purportedly constituting such an agreement or understanding shall be absolutely null, void and without effect.

(C) Headings. All headings are inserted for convenience of the Parties and do not define or reflect the contents of the specific terms and conditions, nor shall any headings be used in construing the meaning of same within this Agreement.

(D) Force Majeure. The failure by either party to any extent to perform under this Agreement, in whole or in part resulting from causes beyond the reasonable control of such party shall not render such party liable in any respect, nor be construed as a termination of this Agreement, nor work an abatement of compensation due hereunder, nor relieve the other party from the obligation to fulfill any term or condition herein.

(E) Assignability. Neither Party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

(F) Waiver. Any waiver by any Party of any breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach of the same or of any other provision of this Agreement. Failure by any Party to enforce any of the terms, covenants or conditions of this Agreement for any length of time or from time to time shall not be deemed to waive or decrease the rights of such Party to insist thereafter upon strict performance by the other Party.

(G) Severability. The Parties intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, should a court of competent jurisdiction determine that the scope of any provision is too broad to be enforced as written, the Parties intend that the court should reform the provision to such narrower scope as it determines to be enforceable. If, however, any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future law, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance, except to the extent such remaining provisions constitute obligations of another Party to this Agreement corresponding to the unenforceable provision.

(H) Governing Law/Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. Subject to Section 11 above, any claim or dispute hereunder shall be made or brought only in the state court sitting in Martin County or federal courts sitting in the Eastern District of North Carolina, the Parties hereto waiving any claim or defense that such forum is not convenient or proper. Each Party hereby agrees that any such court shall have in personam jurisdiction over it.

(I) Independent Contractor. In performing the Services under this Agreement, TMB's relationship with Client shall be that of an independent contractor. No partnership, joint venture, agency or employer-employee relationship is intended or shall be created between the Parties. TMB and its employees shall be free to dispose of such portion of their entire time, energy and skill during times in which they are not required to provide Services hereunder to Client, in such manner and in pursuit of such activities or business ventures as TMB and its employees shall choose. TMB shall not be entitled to participate in any plans, arrangements or distributions of Client pertaining to or in connection with any pension, stock, bonus, profit sharing or other fringe benefit plan. Client shall have no right to control the specific method or manner in which TMB performs the Services hereunder.

(J) Presumptions. Neither this Agreement nor any provision contained herein shall be construed against any Party due to the fact that this Agreement or any provision contained herein was drafted by said Party.

(K) Advice of Counsel. Each Party represents and warrants to the other Party as follows: (i) such Party has been advised to obtain the advice of independent legal counsel in connection with this Agreement, (ii) such Party has had the opportunity for representation in the negotiation of this Agreement by counsel of its choice, (iii) such Party has read this Agreement and understands the same, and (iv) such Party has, to the extent its desires, had the terms of this Agreement fully explained by its counsel and that it is fully aware of the contents of this Agreement.

(L) Notices. Any notice provided for or permitted to be given under this Agreement by any Party to any other Party must be in writing, and may be delivered by depositing same in the United States mail, addressed as provided for below, postage prepaid, registered or certified mail, return receipt requested, or by delivering the same in person to such Party, or by overnight courier or other delivery service. Notice personally delivered shall be deemed received when actually received by the addressee; notice deposited in the mail in the manner described above shall be deemed received three (3) days after mailing; and notice delivered by courier or other delivery service shall be deemed received on the day and time guaranteed by the delivery service. For purposes of notice, the addresses of the Parties shall be as set forth opposite their respective names below, or at such other addresses as designated in a written notice, given as provided herein, to all other Parties.

TMB:  
Colleton Software  
108 East H Street  
Erwin, NC 28335  
Attention: \_\_\_ Daniel Brian Gurkin, President

Client:  
David K. Clack, Finance Director  
Sampson County Finance Department  
406 County Complex Rd., Suite 120  
Clinton, North Carolina 28328  
(910) 592-7181 extension 2242

Edwin W. Causey, County Manager  
406 County Complex Rd., Bldg C, Suite 110  
Clinton, NC 28328

(M) Cumulative Remedies. All rights and remedies of a Party hereunder shall be cumulative and in addition to such rights and remedies as may be available to a Party at law or in equity.

(N) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(O) Survival. Any provision of this Agreement which by its terms may not be fully executed prior to the expiration or other termination of this Agreement will survive the expiration or other termination of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement the day and year first above written.

WITNESSES:

**TARHEEL MEDICAL BILLING, INC.**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**SAMPSON COUNTY  
CLINTON, NC**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_



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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO. 2 (c)

Meeting Date: February 5, 2018	<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
	<input type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input checked="" type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
	<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue
	<input type="checkbox"/>		<input type="checkbox"/>	

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**SUBJECT:** Addition of New Pine Lane (in the Bridgepoint Subdivision) to State Secondary Road System

**DEPARTMENT:** Administration

**PUBLIC HEARING:** No

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

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

**ATTACHMENTS:** Memorandum/Resolution Regarding Addition of Road

**BACKGROUND:**

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

**RECOMMENDED ACTION OR MOTION:**

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



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

JAMES H. TROGDON, III  
SECRETARY

January 9, 2018

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

Dear Ms. Holder,

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

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

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

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

Sincerely,

DocuSigned by:

*Kevin Bradshaw*

66E7F67A0D7C438  
Kevin Bradshaw

Assistant District Engineer

CKB/ckb

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

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

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

*Website:* [www.ncdot.gov](http://www.ncdot.gov)

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

North Carolina

County of Sampson

Road Description New Pine Lane in Bridgepoint Subdivision

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

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

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

**CERTIFICATE**

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

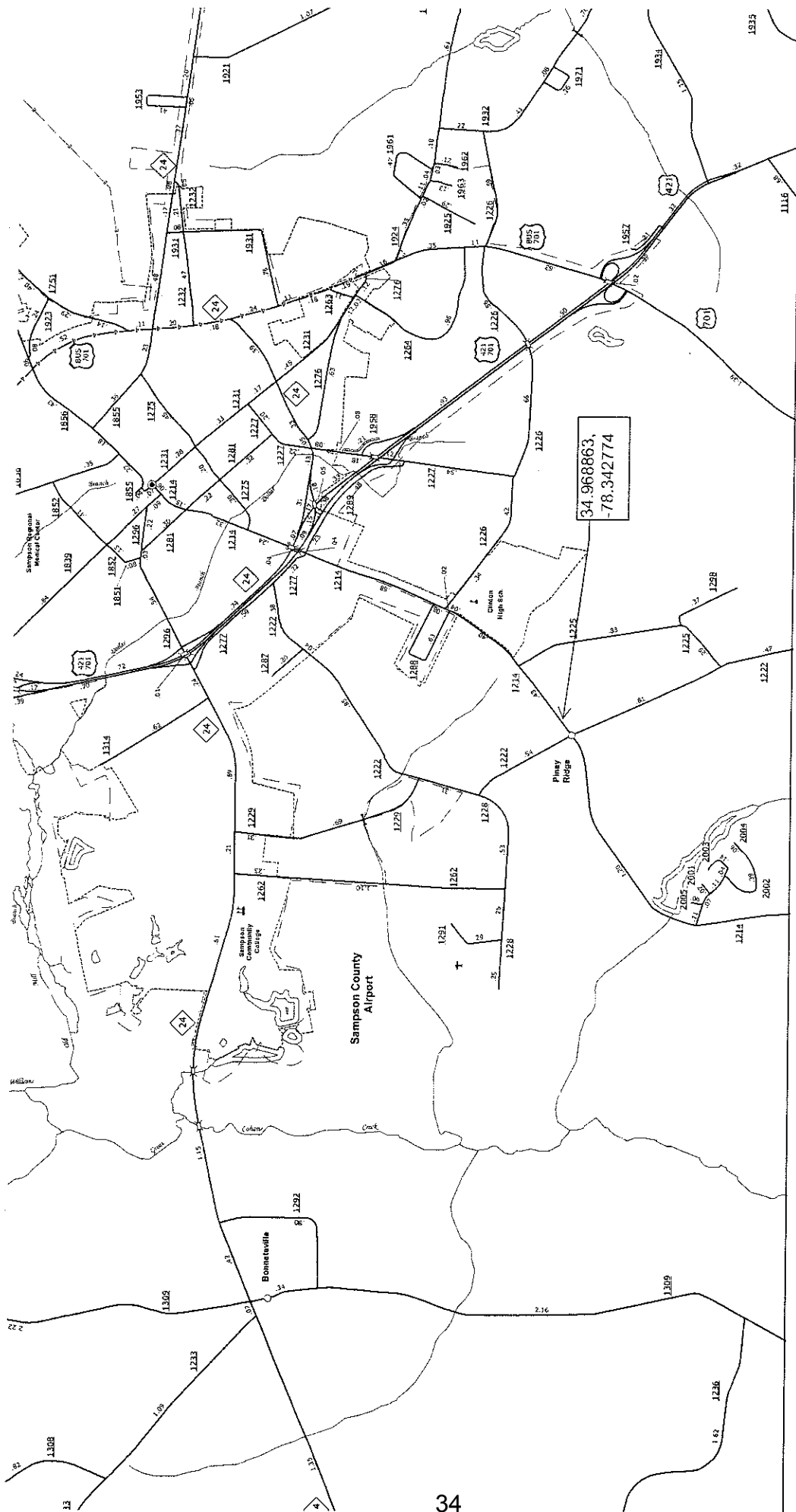
WITNESS my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Official Seal**

Clerk, Board of Commissioners  
County of \_\_\_\_\_

**PLEASE NOTE:**

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



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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO.        **3**   

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

---

**SUBJECT:**                                      Consent Agenda

**DEPARTMENT:**                              Administration/Multiple Departments

**ITEM DESCRIPTIONS/ATTACHMENTS:**

- a. Approve the minutes of the January 8, 2018 meeting
- b. Award the bid for lawn care services to the lowest responsive bidder, JDR Lawn Care, in the amount of \$990 per cut
- c. Declare 2002 Trailblazer (VIN 1GNDSI3S22443871) as surplus and authorize its transfer to the Clement Fire Department
- d. Approve tax refunds and releases
- e. Approve budget amendments

**RECOMMENDED ACTION OR MOTION:**

Motion to approve Consent Agenda as presented.

The Sampson County Board of Commissioners convened for their regular meeting at 6:00 p.m. on Monday, January 8, 2018 in the County Auditorium, 435 Rowan Road in Clinton, North Carolina. Members present: Commissioners Clark Wooten, Vice Chairperson Sue Lee, and Commissioners Albert Kirby Jr., Jerol Kivett, and Harry Parker.

Chairperson Wooten convened the meeting and recognized Vice Chairperson Lee. She called upon Commissioner Parker for the invocation. She then called upon Commissioner Kivett to lead the Pledge Allegiance.

Chairman Wooten offered a moment of personal privilege to Commissioner Kirby, who announced that this was his last meeting as a member of the Sampson County Board of Commissioners, as he would be taking the oath of office as the Senior Resident Superior Court Judge of NC District 4A on January 22<sup>nd</sup>. Commissioner Kirby expressed words of gratitude to fellow Board members and Sampson County staff for their hard work over the years. The Board then offered Mr. Kirby congratulations on his appointment.

### **Approval of Agenda**

Upon a motion made by Chairman Wooten and seconded by Vice Chairperson Lee, the Board voted unanimously to approve the agenda as presented.

### **Item 1: Planning and Zoning Items**

RZ-12-17-1 Chairman Wooten acknowledged Planning Director Mary Rose, who reviewed a request to rezone 42.2 acres along Giddensville Road from RA-Residential Agriculture to C-Commercial. The Chairman opened the floor for public comment, and none were received. Upon a motion made by Commissioner Kirby and seconded by Vice Chairperson Lee, the Board voted unanimously to approve rezoning request RZ-12-17-1, accepting the findings of fact and making the following zoning consistency statement: *Whereas, in accordance with the provisions of North Carolina General Statute 153A-341, the Sampson County Board of Commissioners does hereby find and determine that the recommendation of the ordinance amendment RZ-12-17-1 is consistent with the goals and objectives of the Sampson County Land Use Plan and other long range planning documents due to the fact this property is located within 1.5 miles of the Highway 403/I-40 interchange, a major thoroughfare, where commercial development is encouraged.*

RZ-12-17-2 Chairman Wooten acknowledged Planning Director Mary Rose, who reviewed a request to rezone approximately 9.71 acres located along Connector Road

and Eldon Thornton Road from RA-Residential Agriculture to C-Commercial. The Chairman opened the floor for public comment, and none were received. Upon a motion made by Commissioner Parker and seconded by Commissioner Kirby, the Board voted unanimously to approve rezoning request RZ-12-17-2, accepting the findings of fact and making the following zoning consistency statement: *Whereas, in accordance with the provisions of North Carolina General Statute 153A-341, the Sampson County Board of Commissioners does hereby find and determine that the recommendation of the ordinance amendment RZ-12-17-2 is consistent with the goals and objectives of the Sampson County Land Use Plan and other long range planning documents due to the fact this property is located within 2900' of the Highway 403/I-40 interchange, a major thoroughfare, where commercial development is encouraged.*

RZ-12-17-3 Chairman Wooten acknowledged Planning Director Mary Rose, who reviewed a request to rezone approximately 19.42 acres located along Ralph Hargrove Road from RA-Residential Agriculture to C-Commercial. The Chairman opened the floor for public comment, and none were received. Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Kivett, the Board voted unanimously to approve rezoning request RZ-12-17-3, accepting the findings of fact and making the following zoning consistency statement: *Whereas, in accordance with the provisions of North Carolina General Statute 153A-341, the Sampson County Board of Commissioners does hereby find and determine that the recommendation of the ordinance amendment RZ-12-17-3 is consistent with the goals and objectives of the Sampson County Land Use Plan and other long range planning documents due to the fact this property is located in close proximity to existing commercial development.*

## **Item 2: Presentations and Reports**

Recognition of Retirees A service plaque was presented to retirees Jerry Bradshaw, Marie Carroll, Thomas Jackson, Kathie Johnson, and Roberta Parker. Retirees Carrie Cooper, Elizabeth Phillips, and Ardith Taylor were not present.

Progress Report – Property Revaluation Tax Administrator Jim Johnson introduced Project Supervisor Robert Ezzell, of Pearson Appraisal Service, who provided the Board with an update on the revaluation, noting that the project was still in Phase 1 and that approximately 30,000 properties had been reviewed as of December 1, 2017, at an average of 3,000 parcels per month, equating to approximately 58% of all Sampson County properties, and that there was an anticipated sales ratio of 100.5%. Mr. Ezzell concluded by noting that they anticipated completing the field work by July 2018.

**Item 3: Action Items**

Public Hearing – Potential Consolidation of Human Services Departments

County Manager Ed Causey and County Attorney Joel Starling recapped the options for consolidation of the County’s Human Service agencies (particularly Social Services and the Health Department) via PowerPoint, and the options were as follows:

**Consolidation Option 1:** The Board would assume direct control over the Sampson County Board of Social Services and the Sampson County Board of Health, as authorized by N.C. Gen. Stat. §§ 153A-76 and 153A-77, having authority to appoint an Advisory Board to the Sampson County Department of Social Services members of which shall be appointed by the Sampson County Board of Commissioners; and appointing an Advisory Committee to the Sampson County Department of Health, the members of which shall be appointed by the Sampson County Board of Commissioners provided such membership complies with membership requirements set forth in N.C. Gen. Stat. § 130A-35; the Board of Commissioners would assume authority to hire and fire the Directors of the Sampson County Department of Social Services and the Sampson County Health Department, with both Directors under the supervision of the County Manager, effective April 1, 2018.

**Consolidation Option 2:** The Sampson County Department of Social Services and the Sampson County Health Department would consolidate into one consolidated human services agency, creating the Sampson County Consolidated Human Services Agency and creating the Sampson County Consolidated Human Services Board, which shall serve as the policymaking, rulemaking, and administrative board of the Consolidated Human Services Agency, whose twenty-five (25) members shall be appointed by the Sampson County Board of Commissioners and shall fulfill the membership and residency requirements set forth in N.C. Gen. Stat. § 153A-77(c); the County Manager to appoint and supervise, with the advice and consent of such Board, a Consolidated Human Services Agency Director, effective April 1, 2018.

**Consolidation Option 3:** The Sampson County Department of Social Services and the Sampson County Health Department would consolidate into one consolidated human services agency and creating the Sampson County Consolidated Human Services Agency; abolishing the Sampson County Board of Social Services and the Sampson County Board of Health and constituting the Sampson County Board of Commissioners as the newly-constituted Sampson County Consolidated Human Services Board, which shall serve as the policymaking, rulemaking, and administrative board of the Sampson County Consolidated Human Services Agency; the County Manager to appoint and supervise, with the advice and consent of the Board of Commissioners, a Consolidated Human Services Agency Director, effective April 1, 2018.



A remaining option would simply be to take no action and to leave the departments as they current exist.

The Chairman opened the floor for public comment, and the following were received:

Barbara Faison: Ms. Faison informed the Board that she was a retiree with the County (32 years, mostly with the Health Department) and was speaking in opposition to the consolidation. She spoke regarding the makeup of the Health Board, noting the experience and qualifications of the veterinarian, nurse, physician, engineer, dentist, a commissioner and citizens at large. She noted that this diverse group of this nature helps the county, and she did not know how the people on the [new] board would be picked and that advisory boards would be important for both departments. She stated that she would recommend the departments stay as they are, and if not, she would be in favor of Option I.

Jacqueline Howard: Ms. Howard informed the Board of her concerns with consolidation. She stated that the Health Department and DSS were headed by people really trying to look for ways to make the departments better, and when you look for ways to make things better there are changes. She commended the presentation of the options, noting that Option 1 was similar to the structure the County has now. She noted appreciation for the October meeting with the School of Governing where they provided information without bias. She asked the commissioners to consider what was best for the whole entire County. If the decision was made for Options 1, 2, or 3, that ample time be allow for stakeholders to have input.

The Chairman closed the hearing and commended the speakers for their professionalism and thoughtful comments.

Mr. Causey clarified that under any of the options, the County must maintain a Health Advisory Board with people with the qualifications as those that are presently participating on the Board (by statute). The Chairman noted that it could be the Health Board as it currently sits. Mr. Causey noted that a Social Services Board was not required under Option 1, but many counties have assumed they would want one, and the draft Option 1 resolution includes a Social Services Advisory Board.

Commissioner Kirby noted that he was in opposition of consolidation chiefly because there was no significant cost savings, with additional work for the commissioners. He then asked County Attorney Joel Starling for clarification on the commissioners' roles and responsibilities in Option 1. Mr. Starling stated that there would be some responsibilities that could be delegated; however, being some of the responsibilities would not be delegable the workload of the commissioner board would likely increase. Mr. Starling also noted that the most significant component of Option 1

was the Board would assume authority to hire and fire the Directors of the Sampson County Department of Social Services and the Sampson County Health Department, with both being under the supervision of the County Manager. Commissioner Kirby concluded by lauding the Health and Social Services Departments directors, Wanda Robinson and Sarah Bradshaw. Vice Chairperson Lee noted that with \$6 million appropriated to these two agencies, the commissioners should have more input, adding that she had seen nothing negative and agreed the directors had done a good job. Commissioner Parker noted that he served on one of the boards, and there was a necessity for both boards. He noted his satisfaction with the management of both directors and that his initial vote was to not consolidate because he believed that each department and its respective board were managed as best they could, and that making a change would disrupt things, and secondly, because there were no significant cost savings. However, after reviewing the options and deliberating, Commissioner Parker recommended that the Board vote for Option 1. Commissioner Kivett agreed that the Board should have more input and that believed consolidation could achieve cost savings. Mr. Causey noted a 90-day implementation period was recommended that would allow for discussions and the drafting of resolutions which set forth the delegation of specific duties as allowed within the law. In response to a question from Commissioner Kirby with regard to the impact on the departments' staff, Mr. Causey noted that in Option 1 they would continue to operate under the State Personnel Act.

Upon a motion made by Commissioner Parker and seconded by Vice Chairperson Lee, the Board voted unanimously to adopt Option 1 resolution, assuming direct control over the Sampson County Board of Social Services and the Sampson County Board of Health, as authorized by N.C. Gen. Stat. §§ 153A-76 and 153A-77, appointing an Advisory Board to the Sampson County Department of Social Services members of which shall be appointed by the Sampson County Board of Commissioners; and appointing an Advisory Committee to the Sampson County Department of Health, the members of which shall be appointed by the Sampson County Board of Commissioners provided such membership complies with membership requirements set forth in N.C. Gen. Stat. § 130A-35; the Board of Commissioners assuming authority to hire and fire the Directors of the Sampson County Department of Social Services and the Sampson County Health Department, with both Directors under the supervision of the County Manager. Effective April 1, 2018 (Copy filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_).

Scheduling of February (Pre-budget) Planning Session The Board selected the dates of February 14, February 21, and February 28, beginning at 9 am daily, for their annual work session.

Appointment - Aging Advisory Board Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Kivett, the Board voted unanimously to appoint Jeff Grey, Sr. to the Aging Advisory Board.

**Item 4: Consent Agenda**

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

- a. Approved the minutes of the December 4, 2017 meeting.
- b. Approved execution of the Department of Aging’s grant application for United Way funding for wheelchair ramps (Copy filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_).
- c. Approved a request to surplus certain confiscated and obsolete weapons, to be used as purchase credit with appropriate vendor(s) (List of surplus items filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_).
- d. Approved the Department of Aging’s submission of an application for 2018 Urgent Repair Program funds from the North Carolina Finance Agency (Copy filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_).
- e. Approved a request from the Tax Office to dispose of certain files in accordance with the Records and Retention Schedule for Tax Administration (Copy filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_).
- f. Approved tax refunds and releases as submitted

#8347	William Everett Edward	\$151.80
#8356	Clay Matthew Strickland	\$228.52
#8360	Sandra Blackburn Leggett	\$128.35
#8359	Edward Alan Oneal	\$209.76
#8361	Terrie Baldwin Brown	\$399.97
#8363	Rosa Cannon Naylor	\$183.90
#8368	Crystal Gayle Matthews	\$107.72
#8365	William Edison Murphy	\$121.73
#8349	Teresa Ann Jackson	\$106.93
#8377	Gregory Johnson Barnes, Jr.	\$158.48
#8358	Walter Alan Norris	\$255.14
#8385	Tammy Lee Smith	\$154.92
#8374	Janie Ruth Williams	\$1,093.64
Tax Release	Virginia Phillips Simmons	\$223.56

- g. Approved budget amendments as submitted

<u>EXPENDITURE</u>		<u>Cooperative Ext.</u>		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11449500	518200	Retirement	\$22,700.0	
11449500	525100	Gas Oil Tires		\$1,000.00
11449500	526200	Department Supplies		\$1,500.00

11449500	532100	Telephone and Postage		\$500.00
11449500	535300	Maint/repair Vehicles		\$500.00
11449500	531100	Travel		\$1,000.00
11999000	509700	Contingency		\$18,200.00
<b><u>REVENUE</u></b>				
<b><u>Code Number</u></b>		<b><u>Source of Revenue</u></b>		<b><u>Increase</u></b> <b><u>Decrease</u></b>
<b><u>EXPENDITURE</u></b>				
<b><u>Code Number</u></b>		<b><u>Cooperative Ext.</u></b> <b><u>Description (Object of Expenditure)</u></b>		<b><u>Increase</u></b> <b><u>Decrease</u></b>
04449500	555030	Capital Outlay – Other Equipment		\$2,800.00
04449500	529930	Miscellaneous		\$2,516.00
<b><u>REVENUE</u></b>				
<b><u>Code Number</u></b>		<b><u>Source of Revenue</u></b>		<b><u>Increase</u></b> <b><u>Decrease</u></b>
04034950	403602	Miscellaneous Revenue		\$5,316.00
<b><u>EXPENDITURE</u></b>				
<b><u>Code Number</u></b>		<b><u>Social Services</u></b> <b><u>Description (Object of Expenditure)</u></b>		<b><u>Increase</u></b> <b><u>Decrease</u></b>
13554810	568414	LIEAP		\$42,781.00
<b><u>REVENUE</u></b>				
<b><u>Code Number</u></b>		<b><u>Source of Revenue</u></b>		<b><u>Increase</u></b> <b><u>Decrease</u></b>
13535480	403314	LIEAP		\$42,781.00
<b><u>EXPENDITURE</u></b>				
<b><u>Code Number</u></b>		<b><u>Social Services</u></b> <b><u>Description (Object of Expenditure)</u></b>		<b><u>Increase</u></b> <b><u>Decrease</u></b>
13553770	568405	Foster Care – Basic Needs		\$25,000.00
13554310	568401	State Foster Care		\$50,000.00
<b><u>REVENUE</u></b>				
<b><u>Code Number</u></b>		<b><u>Source of Revenue</u></b>		<b><u>Increase</u></b> <b><u>Decrease</u></b>
13535430	403309	State Foster Care		\$25,000.00
<b><u>EXPENDITURE</u></b>				
<b><u>Code Number</u></b>		<b><u>Health Department</u></b> <b><u>Description (Object of Expenditure)</u></b>		<b><u>Increase</u></b> <b><u>Decrease</u></b>
12551550	526200	Department Supplies		\$1,810.00
12551550	531100	Travel		\$2,000.00
<b><u>REVENUE</u></b>				
<b><u>Code Number</u></b>		<b><u>Source of Revenue</u></b>		<b><u>Increase</u></b> <b><u>Decrease</u></b>
12535155	404000	State Assistance		\$3,810.00
<b><u>EXPENDITURE</u></b>				
<b><u>Code Number</u></b>		<b><u>Sheriff's Department</u></b> <b><u>Description (Object of Expenditure)</u></b>		<b><u>Increase</u></b> <b><u>Decrease</u></b>
11243100	521300	Uniforms		\$2,299.00

<u>REVENUE</u>			<u>Increase</u>	<u>Decrease</u>
<u>Code Number</u>		<u>Source of Revenue</u>		
11034310	402602	USDOJ-BPV Grant	\$2,299.00	

**Item 5: Consideration of Tax Appeals**

Upon a motion made by Chairman Wooten and seconded by Commissioner Kivett, the Board voted unanimously to adjust the penalty applied to the following tax accounts for failure to timely list business personal property by forgiving one-half of the assessed penalties.

Delmas Hobbs (Tax \$5,545.80) **Assessed Penalty \$2,232.83 Adjusted by Half**

Gary Vann Nichols (Tax \$7,154.35) **Assessed Penalty \$2,280.25 Adjusted by Half**

**County Manager Reports**

County Manager Ed Causey provided the Board a copy of the Action Pathways, Inc. FY 2018-2019 Community Services Block Grant (CSBG) application for the Board’s review, and the Board acknowledged the application. Mr. Causey then called upon Public Works Director Lin Reynolds who updated the Board on the county’s water system project, which involved a reduction in tapping fees in efforts to increase the customer base. Mr. Reynolds informed the Board that there had been 13 new customers since the program began, which was far above average and that updates would be provided at a later date. Mr. Causey then offered Commissioner Kirby kind regards for his appointment as Senior Resident Superior Court Judge of NC District 4A.

**Public Comments**

The floor was opened for comments, and none were received.

**Adjournment**

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

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Clark H. Wooten, Chairman

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Susan J. Holder, Clerk to the Board



*Sampson County Finance Department*  
*David K. Clack, Finance Officer*

*MEMORANDUM*

**TO:** Board of Commissioners

**FROM:** David K. Clack, Finance Officer

**DATE:** January 25, 2018

**SUBJECT:** Lawn Care Services Bid Award

Attached please find the evaluation of the bids that were received for lawn care services. Based on the evaluation it appears that JDR Lawn Care is the lowest responsible bidder.

We respectfully request that the Board award the bid for lawn care services to JDR Lawn Care.

# Memo

To: David Clack, Finance Director  
Lin Reynolds, Public Works Director  
From: Juanita Brewington, CLGPO, Purchasing & Contracting Officer  
Date: January 22, 2018  
Re: Evaluation of Lawn Care Services Bids

---

Request for Proposals (RFP) for Lawn Care Services were sent out to fourteen Lawn Care companies. A Pre-Bid/Site visit was held on January 10, 2018 in which there were six Lawn Care companies in attendance. The bid opening was held on January 18, 2018 in which we received eight bids.

Company Name	Bid Amount
JDR Lawn Care, Inc.	\$ 990 per cut
Baggett's Lawn Service & Landscaping	\$1,500 per cut
The Rashid Group, LLC	\$1,690 per cut
Carlson's Landscaping	\$2,060 per cut
Griffin's Property Maintenance, LLC	\$2,435 per cut
Spell's Landscaping & Lawn Maintenance Inc.	\$2,445 per cut
Blackmore's Lawn Service	\$2,465 per cut
Rivenbark Lawn & Land, LLC	\$2,680 per cut

Based on the evaluation of the bids, it is recommended awarding the Lawn Care Services to the lowest, responsive, responsible bidder, JDR Lawn Care Inc.

The RFP stated the bids would be reviewed and submitted to the Board of Commissioners for action.

The Sampson County Board of Commissioners reserves the right to accept or reject any part (all or none) of any bid or bids and to award contracts in part or complete.



*Sampson County Finance Department*  
*David K. Clack, Finance Officer*

*MEMORANDUM*

**TO:** Sampson County Board of Commissioners

**FROM:** David K. Clack, Finance Officer

**DATE:** January 25, 2018

**SUBJECT:** Vehicle Request Clement Fire Department

The attached letter from the Clement Fire Department requests that the County donate a vehicle that is no longer being used to their Department. They would like to choose one of the two following vehicles. A 2002 Trailblazer V.I.N. 1GNDSI3S22443871.

We respectfully recommend that the Board declare the vehicle surplus property and authorize staff to transfer it to Clement Fire Department at no cost.



## David Clack

---

**From:** Ronald Bass  
**Sent:** Wednesday, January 24, 2018 4:55 PM  
**To:** David Clack  
**Cc:** clementfd@intrstar.net  
**Subject:** FW: Medic Truck

David,

Please find below a request from Clement FD for a surplus vehicle, he is referring to the trailblazer that we surplused last year, it is in the surplus lot.

Thanks,

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

---

**From:** Interstar Communications Interstar Communications [mailto:clementfd@intrstar.net]  
**Sent:** Wednesday, January 24, 2018 2:33 PM  
**To:** Ronald Bass <ronaldbass@sampsonnc.com>  
**Subject:** Medic Truck

Ronald,

Per your conversation with Ray Honrine this morning. The transmission in our current Medic truck has stopped working and at this time we feel it is not feasible to repair. We would like to see if there is a surplus vehicle available that we may be able to obtain to use as our medic truck. I understand there may be a surplus trailblazer in your inventory and since our current medic unit is a trailblazer we would like to request that vehicle if it is available.

Thank you for your consideration,  
Ark Matthews, Chief  
Clement Volunteer Fire Department

# OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

8373

JIM JOHNSON  
Tax Administrator

Telephone 910-592-8146  
910-592-8147

SAMPSON COUNTY BOARD OF COMMISSIONERS  
406 COUNTY COMPLEX ROAD, BUILDING C  
CLINTON, NORTH CAROLINA 28328

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand refund and remission of taxes assessed and collected by Sampson County against the property owned by Meridian Group, LLC  
in Little Coharie Township, Sampson County, for  
the year(s) and in the amount(s) of: 08005225602

YEAR	
<u>2017</u>	\$ <u>160.27</u>
<u>2016</u>	\$ <u>161.24</u>
<u>2015</u>	\$ <u>161.24</u>
<u>2014</u>	\$ <u>161.24</u>
	\$ _____
	\$ _____
TOTAL REFUND	\$ <u>643.99</u>

These taxes were assessed through clerical error as follows.

Double listed to 08005225601  
per Deed bk 1666 pg 129  
and map bk 61 pg 17

60/ County Tax 643.99  
School Tax \_\_\_\_\_  
Fire Tax \_\_\_\_\_  
City Tax \_\_\_\_\_  
TOTAL \$ 643.99

Yours very truly

[Signature]  
Taxpayer

Feb 10

Social Security # \_\_\_\_\_

RECOMMEND APPROVAL:

[Signature]  
Sampson County Tax Administrator

Mailing Address.

595 South King Street  
Fayetteville NC  
28306

Board Approved \_\_\_\_\_  
Date \_\_\_\_\_ Initials \_\_\_\_\_

**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

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

8373

JIM JOHNSON  
Tax Administrator

Telephone 910-592-8146  
910-592-8147

SAMPSON COUNTY BOARD OF COMMISSIONERS  
406 COUNTY COMPLEX ROAD, BUILDING C  
CLINTON, NORTH CAROLINA 28328

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand refund and remission of taxes assessed and collected by Sampson County against the property owned by Meridian Group, LLC  
in Little Coharie Township, Sampson County, for  
the year(s) and in the amount(s) of: 08005225602

YEAR	
<u>2017</u>	\$ <u>160.27</u>
<u>2016</u>	\$ <u>161.24</u>
<u>2015</u>	\$ <u>161.24</u>
<u>2014</u>	\$ <u>161.24</u>
	\$ _____
TOTAL REFUND	\$ <u>643.99</u>

These taxes were assessed through clerical error as follows.

Double listed to 08005225601  
per Deed bk 1666 pg 129  
and map bk 61 pg 17

County Tax 643.99  
School Tax \_\_\_\_\_  
Fire Tax \_\_\_\_\_  
City Tax \_\_\_\_\_  
TOTAL \$ 643.99

Mailing Address.

595 South King Street  
Fayetteville NC  
28306

Yours very truly

[Signature]  
Taxpayer

Feb 10

Social Security # \_\_\_\_\_

RECOMMEND APPROVAL:

[Signature]  
Sampson County Tax Administrator

Board Approved \_\_\_\_\_  
Date \_\_\_\_\_ Initials \_\_\_\_\_

**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

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

8419

**JIM JOHNSON**  
Tax Administrator

Telephone 910-592-8146  
910-592-8147

SAMPSON COUNTY BOARD OF COMMISSIONERS  
406 COUNTY COMPLEX ROAD, BUILDING C  
CLINTON, NORTH CAROLINA 28328

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand refund and remission of taxes assessed and collected by Sampson County against the property owned by Christian Listening Network Inc in \_\_\_\_\_ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2017</u>	\$ <u>117.75</u>
<u>§</u>	\$ <u>§</u>
<u>§</u>	\$ <u>§</u>
<u>§</u>	\$ <u>§</u>
<u>§</u>	\$ <u>§</u>
<b>TOTAL REFUND</b>	\$ <u>\$ 117.75</u>

These taxes were assessed through clerical error as follows.

Bill # 0006683911  
1073 FM  
Tag Turn in (sold)  
2011 Honda

602	County Tax	<u>70.91</u>
501	School Tax	<u>12.44</u>
	Fire Tax	<u>          </u>
202	City Tax	<u>34.38</u>
	TOTAL \$	<u>117.75</u>

Mailing Address.

X 110 East Main St  
Clinton N.C. 28328

Yours very truly  
Christian Listening Network  
George E. Wilson, Pres  
Taxpayer

Social Security #

RECOMMEND APPROVAL:

Jim Johnson  
Sampson County Tax Administrator

Board Approved \_\_\_\_\_  
Date Initials

**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

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

8424

**JIM JOHNSON**  
Tax Administrator

Telephone 910-592-8146  
910-592-8147

SAMPSON COUNTY BOARD OF COMMISSIONERS  
406 COUNTY COMPLEX ROAD, BUILDING C  
CLINTON, NORTH CAROLINA 28328

Members:

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

YEAR	
<u>2014</u>	\$ <u>30.71</u>
<u>2015</u>	\$ <u>32.92</u>
<u>2016</u>	\$ <u>30.69</u>
<u>2017</u>	\$ <u>28.58</u>
	\$ _____

TOTAL REFUND \$ 122.90

These taxes were assessed through clerical error as follows.

*Single Wife Double taxed to real Estate Tax Parcel 14075080003 Personal Act # 749799*

G01 County Tax \$ 112.97  
 School Tax \_\_\_\_\_  
 F07 Fire Tax \$ 13.63  
 City Tax \_\_\_\_\_  
 TOTAL \$ 122.90

Mailing Address.

X 1246 Midway Elem Sch. Rd.  
Dunn, N.C 28334

Yours very truly

X Johnny Ray Norris  
Taxpayer

Social Security, .. \_\_\_\_\_

RECOMMEND APPROVAL:

Jim Johnson  
Sampson County Tax Administrator

Board Approved \_\_\_\_\_  
Date \_\_\_\_\_ Initials \_\_\_\_\_

**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

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

8135

**JIM JOHNSON**  
Tax Administrator

Telephone 910-592-8146  
910-592-8147

SAMPSON COUNTY BOARD OF COMMISSIONERS  
406 COUNTY COMPLEX ROAD, BUILDING C  
CLINTON, NORTH CAROLINA 28328

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand refund and remission of taxes assessed and collected by Sampson County against the property owned by Larry Lewis McHarris in \_\_\_\_\_ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
2017	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____

TOTAL REFUND \$ 500.19

These taxes were assessed through clerical error as follows.

*2014 Mercedes  
Vehicle Sold, Tag Turned In  
Tag # HA 3087F*

602 County Tax	<u>295.90</u>
501 School Tax	<u>51.69</u>
City Vehicle Fee Fire Tax	<u>10.00</u>
402 City Tax	<u>142.60</u>
TOTAL \$	<u>500.19</u>

Mailing Address.

X 507 LaFayette St  
Clinton NC. 28328

Yours very truly

Larry Lewis McHarris  
Taxpayer

X  
Social Security # \_\_\_\_\_

RECOMMEND APPROVAL:

Jim Johnson  
Sampson County Tax Administrator

Board Approved \_\_\_\_\_ Date \_\_\_\_\_ Initials \_\_\_\_\_

# OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

8408

**JIM JOHNSON**  
Tax Administrator

Telephone 910-592-8146  
910-592-8147

SAMPSON COUNTY BOARD OF COMMISSIONERS  
406 COUNTY COMPLEX ROAD, BUILDING C  
CLINTON, NORTH CAROLINA 28328

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand refund and remission of taxes assessed and collected by Sampson County against the property owned by Arnold H. Sandy & Caroline D.  
Honeycutt in Honeycutt Township, Sampson County, for  
the year(s) and in the amount(s) of: 06855260006

YEAR	
<u>2017</u>	\$ <u>145.55</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>145.55</u>

These taxes were assessed through clerical error as follows.  
Combined w/ 06005684003 in 2016  
per MB 92/7 but wasn't  
made inactive.

County Tax 137.23  
School Tax \_\_\_\_\_  
Fire Tax 8.32  
City Tax \_\_\_\_\_  
TOTAL \$ 145.55

Mailing Address.


Yours very truly

  
Taxpayer

PO Box 1154  
Roseboro NC 28382

✓ Social Security # \_\_\_\_\_

RECOMMEND APPROVAL:

  
Sampson County Tax Administrator

Board Approved \_\_\_\_\_  
Date \_\_\_\_\_ Initials \_\_\_\_\_

**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

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

8411

**JIM JOHNSON**  
Tax Administrator

Telephone 910-592-8146  
910-592-8147

SAMPSON COUNTY BOARD OF COMMISSIONERS  
406 COUNTY COMPLEX ROAD, BUILDING C  
CLINTON, NORTH CAROLINA 28328

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand refund and remission of taxes assessed and collected by Sampson County against the property owned by Arnold H. Sandy + Carlisle O.  
Honeycutt in Honeycutt Township, Sampson County, for the year(s) and in the amount(s) of: 06 055260008

YEAR	
<u>2017</u>	\$ <u>123.46</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

TOTAL REFUND \$ 123.46

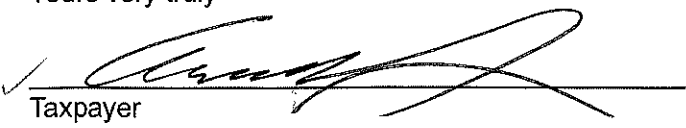
These taxes were assessed through clerical error as follows.  
Combined with 06005684003 in 2016  
per map bk 92 pg 7 but was not  
made inactive.

County Tax 110.11  
School Tax \_\_\_\_\_  
File  
Fire Tax 13.35  
City Tax \_\_\_\_\_  
TOTAL \$ 123.46

Mailing Address.

Yours very truly

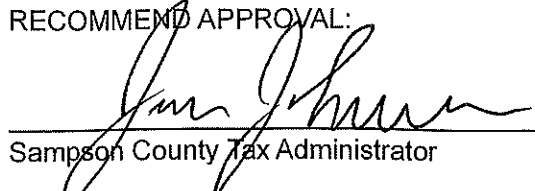
PO Box 1154  
Roseboro NC 28382

  
Taxpayer

Social Security

RECOMMEND APPROVAL:

Board Approved \_\_\_\_\_  
Date \_\_\_\_\_ Initials \_\_\_\_\_

  
Sampson County Tax Administrator



**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

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

8409

**JIM JOHNSON**  
Tax Administrator

Telephone 910-592-8146  
910-592-8147

SAMPSON COUNTY BOARD OF COMMISSIONERS  
406 COUNTY COMPLEX ROAD, BUILDING C  
CLINTON, NORTH CAROLINA 28328

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand refund and remission of taxes assessed and collected by Sampson County against the property owned by Arnold H. Sandy & Caroline D. in Arvey Township, Sampson County, for the year(s) and in the amount(s) of: 06055260009

YEAR	
<u>2017</u>	\$ <u>163.48</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
<b>TOTAL REFUND</b>	\$ <u>163.48</u>

These taxes were assessed through clerical error as follows.  
Combined with 06005684003 in 2016 per MB 9217 but wasn't made inactive.

County Tax 145.81  
School Tax \_\_\_\_\_  
Fire Tax 17.67  
City Tax \_\_\_\_\_  
TOTAL \$ 163.48

Yours very truly


  
Taxpayer

Mailing Address.

PO BOX 1154  
Roseboro NC 28382

Social Security \_\_\_\_\_

RECOMMEND APPROVAL

  
Sampson County Tax Administrator

Board Approved \_\_\_\_\_  
Date \_\_\_\_\_ Initials \_\_\_\_\_

**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

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

8407

**JIM JOHNSON**  
Tax Administrator

Telephone 910-592-8146  
910-592-8147

SAMPSON COUNTY BOARD OF COMMISSIONERS  
406 COUNTY COMPLEX ROAD, BUILDING C  
CLINTON, NORTH CAROLINA 28328

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand refund and remission of taxes assessed and collected by Sampson County against the property owned by Arnold W. Sandy & Carlene D.  
Honeycutt in Honeycutt Township, Sampson County, for the year(s) and in the amount(s) of: 06055264004

YEAR <u>2017</u>	\$ <u>190.03</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>190.03</u>

These taxes were assessed through clerical error as follows.


*Combined w/ 06005684003 in 2016 per MB 92/7 but wasn't made inactive.*

County Tax 199.17  
 School Tax \_\_\_\_\_  
 Fire Tax 10.86  
 City Tax \_\_\_\_\_  
 TOTAL \$ 190.03

Mailing Address.

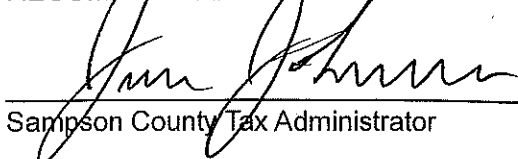
PO Box 1154  
Roseboro NC 28382

Yours very truly

  
Taxpayer

Social Security \_\_\_\_\_

RECOMMEND APPROVAL:

  
Sampson County Tax Administrator

Board Approved \_\_\_\_\_  
Date \_\_\_\_\_ Initials \_\_\_\_\_

**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

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

8405

**JIM JOHNSON**  
Tax Administrator

Telephone 910-592-8146  
910-592-8147

SAMPSON COUNTY BOARD OF COMMISSIONERS  
406 COUNTY COMPLEX ROAD, BUILDING C  
CLINTON, NORTH CAROLINA 28328

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand refund and remission of taxes assessed and collected by Sampson County against the property owned by Arnold H. Sandy + Carlene O.  
Honeycutt in Honeycutt Township, Sampson County, for the year(s) and in the amount(s) of: 06 055 260005

YEAR	
<u>2017</u>	\$ <u>180.89</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>180.89</u>

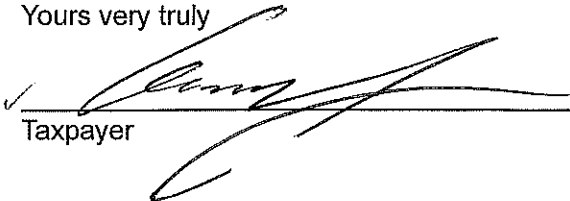
These taxes were assessed through clerical error as follows.  
*Combined with 06005684003 in 2016 per map bk 92pg 7 but was not made inactive.*

County Tax 167.30  
School Tax \_\_\_\_\_  
Fire Tax 13.59  
City Tax \_\_\_\_\_  
TOTAL \$ 180.89

Mailing Address.

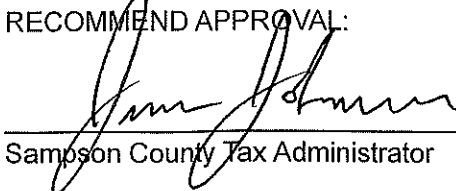
PO BOX 1154  
Proseboro NC 28382

Yours very truly

  
\_\_\_\_\_  
Taxpayer

Social Security \_\_\_\_\_

RECOMMEND APPROVAL:

  
\_\_\_\_\_  
Sampson County Tax Administrator

Board Approved \_\_\_\_\_  
Date \_\_\_\_\_ Initials \_\_\_\_\_

**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

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

**8430**

**JIM JOHNSON**  
Tax Administrator

Telephone 910-592-8146  
910-592-8147

SAMPSON COUNTY BOARD OF COMMISSIONERS  
406 COUNTY COMPLEX ROAD, BUILDING C  
CLINTON, NORTH CAROLINA 28328

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand refund and remission of taxes assessed and collected by Sampson County against the property owned by David Carroll Knowles

\_\_\_\_\_ in \_\_\_\_\_ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2017</u>	\$ <u>134.85</u>
)	\$ _____
)	\$ _____
)	\$ _____
)	\$ _____
)	\$ _____
TOTAL REFUND	\$ <u>134.85</u>

These taxes were assessed through clerical error as follows.

Bill # 0038269859  
EKP 4680  
Tag Turned in (traded)  
2015 Toy+

600	County Tax	<u>103.98</u>
501	School Tax	<u>18.27</u>
F19	Fire Tax	<u>12.60</u>
	City Tax	_____
	TOTAL \$	<u>134.85</u>

Yours very truly

X David C. Knowles, Jr.  
Taxpayer

Mailing Address.

X 93 Beaverdam Rd.  
Clinton, Nc 28328

Social Security # \_\_\_\_\_

RECOMMEND APPROVAL:

[Signature]  
Sampson County Tax Administrator

Board Approved \_\_\_\_\_  
Date \_\_\_\_\_ Initials \_\_\_\_\_

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand a release and adjustment of taxes assessed by Sampson County against the property owned by Double K Farms, Inc. in Franklin Township, Sampson County, for the year(s) and in the amount(s) of:

Acct# 46403  
PID# 43356

Year	<u>2017</u>	\$ <u>111.20</u>
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
Total Release/Adjustment		\$ <u>111.20</u>
	County Tax <u>601</u>	\$ <u>92.15</u>
	County LL <u>601</u>	\$ <u>9.22</u>
	Fire Tax <u>109</u>	\$ <u>8.93</u>
	Fire LL <u>109</u>	\$ <u>.90</u>
	Total	\$ <u>111.20</u>

The taxes were assessed through clerical error or an illegal tax as follows:

Boat was listed in Pender Co.

Taxpayer: Double K. Farms Inc

Tax Administrator: [Signature]

Board Approved: \_\_\_\_\_

Date \_\_\_\_\_ Initials \_\_\_\_\_

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand a release and adjustment of taxes assessed by Sampson County against the property owned by BB+T Equipment Finance in Turkey Township, Sampson County, for the year(s) and in the amount(s) of:

#62595  
Prop ID  
#44327

Year	<u>2017</u>	\$ <u>440.08</u>
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
Total Release/Adjustment		\$ <u>440.08</u>

County Tax	<u>60/</u>	\$ <u>368.78</u>
County LL		\$ <u>36.88</u>
<u>.07</u> Fire Tax (F10)		\$ <u>31.29</u>
Fire LL		\$ <u>3.13</u>
Total		\$ <u>440.08</u>

The taxes were assessed through clerical error or an illegal tax as follows:

Vehicles Billed In Duplin Co. (IRP Tags)

Taxpayer: BB+T Equipment Fin

Tax Administrator: Jim Johnson

Board Approved: \_\_\_\_\_  
Date Initials

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand a release and adjustment of taxes assessed by Sampson County against the property owned by BB+T Equipment Finance Corp in Turkey Township, Sampson County, for the year(s) and in the amount(s) of:

#62595

Bill # 44327

Year	<u>2017</u>	\$	_____
	_____	\$	_____
	_____	\$	_____
	_____	\$	_____
	_____	\$	_____
Total Release/Adjustment		\$	_____

(GOI)	County Tax	\$	<u>310.37</u>
	County Tax LL	\$	<u>31.04</u>
(FIO)	Fire Tax	\$	<u>26.33</u>
	Fire Tax LL	\$	<u>2.63</u>
	Total	\$	<u>370.37</u>

The taxes were assessed through clerical error or an illegal tax as follows:

Double listed on Acct # 191468 (IRP Tags)

Taxpayer: BB+T Equipment Fin.  
Tax Administrator: Jim Johnson  
Board Approved: \_\_\_\_\_  
Date: \_\_\_\_\_ Initials: \_\_\_\_\_

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand a release and adjustment of taxes assessed by Sampson County against the property owned by Kelly + Jeremy Smiley in Franklin Township, Sampson County, for the year(s) and in the amount(s) of: 03-0149372-02

Year	<u>2017</u>	\$	<u>475.62</u>
		\$	
		\$	
		\$	
		\$	
Total Release/Adjustment		\$	

Home burned per attached data on 8-2016

<sup>601</sup> County Tax	\$	<u>433.58</u>
School Tax	\$	
<sup>F09</sup> Fire Tax	\$	<u>42.04</u>
City Tax	\$	
Total	\$	<u>475.62</u>

The taxes were assessed through clerical error or an illegal tax as follows:

Taxpayer: Jeremy Smiley  
 Tax Administrator: Jim Johnson  
 Board Approved: \_\_\_\_\_  
 Date: \_\_\_\_\_ Initials: \_\_\_\_\_



OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand a release and adjustment of taxes assessed by Sampson County against the property owned by David W Tyndall in Lisbon Township, Sampson County, for the year(s) and in the amount(s) of: 07-0051920-02

Year	<u>2016</u>	\$ <u>659.15</u>
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
Total Release/Adjustment		\$ _____

<del>Pol</del> County Tax	\$ <u>588.27</u>
School Tax	\$ _____
<del>FOP</del> Fire Tax	\$ <u>70.88</u>
City Tax	\$ _____
Total	\$ <u>659.15</u>

The taxes were assessed through clerical error or an illegal tax as follows:

*House fire on 9-8-2014 - Completely destroyed.  
Fire report brought in 1-9-2018. <sup>ST</sup>*

Taxpayer: David Tyndall

Tax Administrator: Jim Johnson

Board Approved: \_\_\_\_\_  
Date Initials

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand a release and adjustment of taxes assessed by Sampson County against the property owned by Randi Horrell in South River Township, Sampson County, for the year(s) and in the amount(s) of: (16-0182968-01)

Year	<u>2017</u>	\$	<u>356.96</u>
	_____	\$	_____
	_____	\$	_____
	_____	\$	_____
	_____	\$	_____
Total Release/Adjustment		\$	<u>356.96</u>
	<u>fol</u> County Tax	\$	<u>318.37</u>
	School Tax	\$	_____
	<u>F22</u> Fire Tax	\$	<u>38.59</u>
	City Tax	\$	_____
	Total	\$	<u>356.96</u>

The taxes were assessed through clerical error or an illegal tax as follows:

\*Reval changed home to a stick built in 2011, but home is a Doublewide - Appraisers intent during Reval was for the home to be valued as a stick built -

SA

Taxpayer: Randi Horrell  
 Tax Administrator: Jim Johnson  
 Board Approved: \_\_\_\_\_  
 Date: \_\_\_\_\_ Initials: \_\_\_\_\_

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:** 2-Jan-18

FROM: Sheriff Jimmy Thornton Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2017-2018

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11243100-554000	C.O. - VEHICLES	23,779.00	
11243100-555000	CAP. OUTLAY - OTHER EQUIPMENT	3,255.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11034310-408900	MISC. REVENUE - INS. SETTLEMENT	27,034.00	

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

To budget funds for the insurance replacement of a totaled vehicle and the replacement emergency equipment/ins

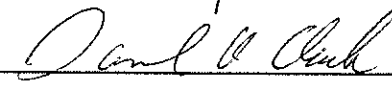


\_\_\_\_\_  
(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 1/9, 20 18



\_\_\_\_\_  
(County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 20\_\_



\_\_\_\_\_  
(County Manager & Budget Officer)

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

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

January 19, 2018

FROM: Lorie Sutton, Director of Aging

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2017-2018

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02558810-526200	Family Caregiver Program - Dept Supplies	\$ 11,625.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02035881-408401	Family Caregiver Program - Donations	\$ 11,625.00	

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

To budget donations and proceeds from fundraiser for the Family Caregiver Program.

Lorie B Sutton

(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

1/25, 2018

[Signature]

(County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 20\_\_\_\_

[Signature]

(County Manager & Budget Officer)

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

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

1/22/2018

FROM: SAMPSON COUNTY HEALTH DEPARTMENT

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2016-2017

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12551510-529702	LAB SERVICES	2,500.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12551151-404081	LOCAL - OTHER REVENUES	2,500.00	

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

INCREASE REVENUES TO COVER LAB SERVICES PROVIDED FOR OTHER COUNTY AGENSIES DUE TO EMPLOYEE EXPOSURE

*Wanda Felton*

(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

1/22, 2018

*Paul H. Cook*

(County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

, 20

*Eam W. G.*

(County Manager & Budget Officer)

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

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

01/05/18

**FROM:** COOPERATIVE EXTENSION SERVICE

Date

**TO:** Sampson County Board of Commissioners

**VIA:** County Manager & Finance Officer

**SUBJECT:** Budget Amendment for Fiscal Year 2017-2018

1. It is requested that the budget for the COOPERATIVE EXTENSION budget be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
04449500-529930	MISCELLANEOUS	4650.00	
04449500-526230	DEPARTMENTAL SUPPLIES	1400.00	
04449500-531130	TRAVEL	2940.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
04034950-409900	FUND BALANCE APPROPRIATED	8,990.00	

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

FUNDS NEEDED TO SUPPORT 4-H PROGRAM (ACHIEVEMENT NIGHT, SUMMER CAMPING AND WORKSHOPS, SPRING AGRICULTURAL EVENTS, AND VOLUNTEER LEADERSHIP

*Allen A. Coste*

(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

1/8, 2018  
*David H. Clark*

(County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 20\_\_\_\_  
*Earl W. G.*

(County Manager & Budget Officer)

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

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

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


1. It is requested that the budget for the Emergency Telephone System Fund be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
15243256-555000	Capital outlay other	22,485.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
15232556-409900	Fund balance appropriated	22,485.00	

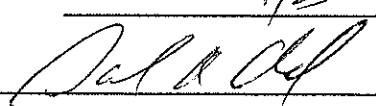
2. Reason(s) for the above request is/are as follows:

To allocate funds to complete the furniture purchase at the 911 center that was approved in the original budget and to replace a trimble device that is used in addressing roads (\$9339.00).

  
 \_\_\_\_\_  
 (Signature of Department Head)

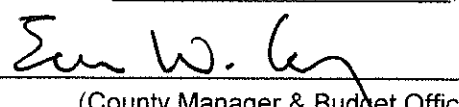
**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 1/25, 2018  
  
 \_\_\_\_\_  
 (County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 20\_\_\_\_  
  
 \_\_\_\_\_  
 (County Manager & Budget Officer)

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

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

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

1. It is requested that the budget for the Juvenile Justice Grant Programs be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
05558310-581000	Transfer to state agency	6,780.00	

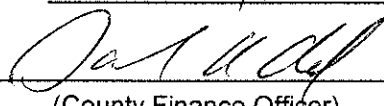
<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
05435831-409900	Fund balance approp administration	6,780.00	

2. Reason(s) for the above request is/are as follows:  
 To allocate prior year unexpended grant funds that must be returned to the State.

  
 \_\_\_\_\_  
 (Signature of Department Head)

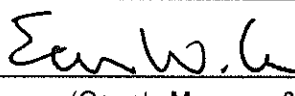
**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 2018  
  
 \_\_\_\_\_  
 (County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 20\_\_\_\_  
  
 \_\_\_\_\_  
 (County Manager & Budget Officer)

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



## POLICIES AND PROCEDURES REGARDING PUBLIC COMMENT

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

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

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

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

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

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

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

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

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**SAMPSON COUNTY WATER AND SEWER DISTRICTS I AND II  
BOARD OF DIRECTORS**

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ITEM ABSTRACT

ITEM NO.     5    

Meeting Date: February 5, 2018	<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
	<input type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input checked="" type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
	<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue

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**SUBJECT:** Adoption of Resolutions Approving Local Water Supply Plans for 2016

**DEPARTMENT:** Public Works - Water and Sewer Districts I and II

**PUBLIC HEARING:** No

**CONTACT PERSON(S):** Lin Reynolds, Public Works Director

**PURPOSE:** To consider adoption of resolutions evidencing the governing body's approval of the Districts' Local Water Supply Plans

**ATTACHMENTS:** Water Supply Plans and Draft Resolutions

**BACKGROUND:**

The 2016 Local Water Supply Plans for Sampson County Water and Sewer District I-Clinton and Water and Sewer District II-Dunn have been reviewed by the State's Department of Environmental Quality/Water Resources Division and been determined to meet the minimum criteria established in NCGS 143-355(l). The plans must now be formally approved by the Districts' governing boards, which are the Board of Commissioners sitting as the Boards of Directors of the Water Districts. Such approval must be evidenced by the adoption of resolutions, copies of which are enclosed.

**RECOMMENDED ACTION OR MOTION:**

Adopt the enclosed resolutions evidencing approval of the 2016 Local Water Supply Plans for Sampson County Water and Sewer District I-Clinton and Water and Sewer District II-Dunn



**Resolution Approving 2016 Local Water Supply Plan  
for Sampson County Water and Sewer District II**

**Whereas**, North Carolina General Statute 143-355(l) requires that each unit of local government that provides public water services or plans to provide such services shall, either individually or together with other such units of local government, prepare and submit a local water supply plan; and

**Whereas**, as required by the statute and in the interest of sound local planning, a water supply plan for Sampson County Water and Sewer District II has been developed and submitted to the Sampson County Board of Commissioners, sitting as the Board of Directors of Water and Sewer District II, for approval; and

**Whereas**, the Board of Directors finds that the Local Water Supply Plan is accordance with the provisions of North Carolina General Statute 143-355(l) and that it will provide appropriate guidance for the future management of water supplies for Sampson County Water and Sewer District II, as well as useful information to the Department of Environment Quality for the development of a state water supply plan as required by statute.

**Now Therefore, Be It Resolved** by the Board of Commissioners of the County of Sampson, sitting as the Board of Directors of Water and Sewer District II that the water supply plan entitled 2016 Local Water Supply Plan for Sampson County WSD II-Dunn (PWSID# 03-82-070), dated April 6, 2017 is hereby approved and shall be submitted to the Department of Environmental Quality, Division of Water Resources; and

**Be it Further Resolved** that the Board of Commissioners of the County of Sampson, sitting as the Board of Directors of Water and Sewer District II intends that this plan shall be revised to reflect changes in relevant data and projections at least once every five years or as otherwise requested by the Department, in accordance with the statute and sound planning practice.

**Adopted** this 5th day of February, 2018

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Clark H. Wooten, Chairman  
Board of Directors, Sampson County WSD II

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Susan J. Holder, Clerk to the Board

# Sampson County WD II - Dunn

2016

The Division of Water Resources (DWR) provides the data contained within this Local Water Supply Plan (LWSP) as a courtesy and service to our customers. DWR staff does not field verify data. Neither DWR, nor any other party involved in the preparation of this LWSP attests that the data is completely free of errors and omissions. Furthermore, data users are cautioned that LWSPs labeled **PROVISIONAL** have yet to be reviewed by DWR staff. Subsequent review may result in significant revision. Questions regarding the accuracy or limitations of usage of this data should be directed to the water system and/or DWR.

## 1. System Information

### Contact Information

Water System Name: **Sampson County WD II - Dunn** PWSID: **03-82-070**  
 Mailing Address: **P.O. Box 1280** Ownership: **County**  
**Clinton, NC 28329**  
 Contact Person: **C. Lee Cannady** Title: **Public Works Director**  
 Phone: **910-592-0188** Fax: **910-592-7242**

**Complete**

### Distribution System

Line Type	Size Range (Inches)	Estimated % of lines
Ductile Iron	4-12	4.00 %
Other	4-12	6.00 %
Polyvinyl Chloride	2-16	90.00 %

What are the estimated total miles of distribution system lines? **436 Miles**  
 How many feet of distribution lines were replaced during 2016? **0 Feet**  
 How many feet of new water mains were added during 2016? **0 Feet**  
 How many meters were replaced in 2016? **330**  
 How old are the oldest meters in this system? **19 Year(s)**  
 How many meters for outdoor water use, such as irrigation, are not billed for sewer services? **0**  
 What is this system's finished water storage capacity? **1.700 Million Gallons**  
 Has water pressure been inadequate in any part of the system since last update? **No**

### Programs

Does this system have a program to work or flush hydrants? **Yes, Semi-Annually**  
 Does this system have a valve exercise program? **Yes, Semi-Annually**  
 Does this system have a cross-connection program? **Yes**  
 Does this system have a program to replace meters? **Yes**  
 Does this system have a plumbing retrofit program? **No**  
 Does this system have an active water conservation public education program? **Yes**  
 Does this system have a leak detection program? **No**

### Water Conservation

What type of rate structure is used? **Flat/Fixed**  
 How much reclaimed water does this system use? **0.000 MGD** For how many connections? **0**  
 Does this system have an interconnection with another system capable of providing water in an emergency? **Yes**

## 2. Water Use Information

### Service Area

Sub-Basin(s)	% of Service Population	County(s)	% of Service Population
South River (02-4)	100 %	Sampson	100 %

What was the year-round population served in 2016? **7,294**  
 Has this system acquired another system since last report? **No**

**Water Use by Type**

Type of Use	Metered Connections	Metered Average Use (MGD)	Non-Metered Connections	Non-Metered Estimated Use (MGD)
Residential	4,215	0.480	0	0.000
Commercial	4	0.001	0	0.000
Industrial	10	0.040	0	0.000
Institutional	68	0.077	0	0.000

How much water was used for system processes (backwash, line cleaning, flushing, etc.)? **0.300 MGD**

To eliminate the negative unaccounted-for water value, system process use was adjusted from 0.374 MGD to 0.3 MGD.

**Water Sales**

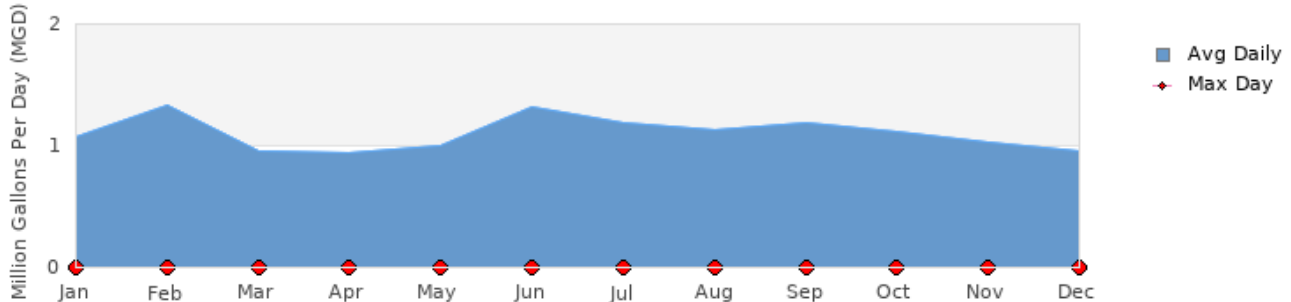
Purchaser	PWSID	Average Daily Sold (MGD)	Days Used	MGD	Contract Expiration	Recurring	Required to comply with water use restrictions?	Pipe Size(s) (Inches)	Use Type
Newton Grove	03-82-035	0.011	365	0.050	2042	Yes	Yes	12	Regular

**3. Water Supply Sources**

**Monthly Withdrawals & Purchases**

	Average Daily Use (MGD)	Max Day Use (MGD)		Average Daily Use (MGD)	Max Day Use (MGD)		Average Daily Use (MGD)	Max Day Use (MGD)
Jan	1.070		May	1.000		Sep	1.180	
Feb	1.330		Jun	1.310		Oct	1.120	
Mar	0.950		Jul	1.180		Nov	1.020	
Apr	0.940		Aug	1.130		Dec	0.950	

Sampson County WD II - Dunn's 2016 Monthly Withdrawals & Purchases



**Ground Water Sources**

Name or Number	Average Daily Withdrawal (MGD)	Max Day Withdrawal (MGD)	12-Hour Supply (MGD)	CUA Reduction	Year Offline	Use Type
403 - Well No. 2	0.393	365	0.432			Regular
Old Warsaw - Well No. 3	0.398	365	0.432			Regular

**Ground Water Sources (continued)**

Name or Number	Well Depth (Feet)	Casing Depth (Feet)	Screen Depth (Feet)	Well Diameter (Inches)	Pump Intake Depth (Feet)	Metered?
403 - Well No. 2			Top Bottom			Yes
Old Warsaw - Well No. 3						Yes

Are ground water levels monitored? **Yes, Daily**

Does this system have a wellhead protection program? **No**

**Water Purchases From Other Systems**

Seller	PWSID	Average Daily Purchased (MGD)	Days Used	MGD	Contract Expiration	Recurring	Required to comply with water use restrictions?	Pipe Size(s) (Inches)	Use Type
Clinton	03-82-010	0.157	365	0.185	2032	No	Yes	6	Regular
Dunn	03-43-010	0.000	180	0.900	2036	Yes	Yes	16	Regular
Garland	03-82-020	0.019	366	0.032	2035	Yes	Yes	8	Regular

The Town of Garland confirmed the average daily amount of water sold to Sampson County WD II in 2016 was 0.0196 MGD.

Clinton has verified the amount of water sold to Sampson County Water Districts I (0.248 MGD) and II (0.024 MGD) is correct. The percent difference between the total amount sold and the total amount purchased is only 5.7%.

Clinton has stated that Sampson County will not be renewing their contract to purchase water from them.

**4. Wastewater Information**

**Monthly Discharges**

	Average Daily Discharge (MGD)		Average Daily Discharge (MGD)		Average Daily Discharge (MGD)
Jan	0.000	May	0.000	Sep	0.000
Feb	0.000	Jun	0.000	Oct	0.000
Mar	0.000	Jul	0.000	Nov	0.000
Apr	0.000	Aug	0.000	Dec	0.000

Sampson County WD II - Dunn's 2016 Monthly Discharges



How many sewer connections does this system have? **0**

How many water service connections with septic systems does this system have? **0**

Are there plans to build or expand wastewater treatment facilities in the next 10 years? **No**

**5. Planning**

**Projections**

	2016	2020	2030	2040	2050	2060
Year-Round Population	7,294	7,659	8,426	9,267	10,194	11,213
Seasonal Population	0	0	0	0	0	0
Residential	0.480	0.504	0.554	0.610	0.671	0.738
Commercial	0.001	0.001	0.001	0.001	0.001	0.002
Industrial	0.040	0.042	0.046	0.051	0.056	0.061
Institutional	0.077	0.081	0.089	0.098	0.108	0.118

System Process	0.300	0.393	0.432	0.475	0.523	0.575
Unaccounted-for	0.055	0.121	0.133	0.146	0.161	0.177

Assume 5% growth from 2016 to 2020 and 10% growth from 2020 to 2030, 2030, to 2040, 2040 to 2050, and 2050 to 2060.

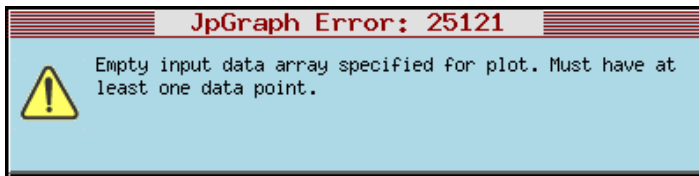
**Future Water Sales**

Purchaser	PWSID	MGD	Contract		Pipe Size(s) (Inches)	Use Type
			Year Begin	Year End		
Johnston County	03-51-070	0.150	2018		6	Regular
Sampson County Water District I	03-82-050	0.250	2020		12	Regular

**Future Supply Sources**

Source Name	PWSID	Source Type	Additional Supply	Year Online	Year Offline	Type
Sampson County Dist II - Dunn	03-82-070	Ground	0.432	2018		Regular
Sampson County Dist II - Dunn	03-82-070	Ground	0.180	2020		Regular

 Demand v/s Percent of Supply



The purpose of the above chart is to show a general indication of how the long-term per capita water demand changes over time. The per capita water demand may actually be different than indicated due to seasonal populations and the accuracy of data submitted. Water systems that have calculated long-term per capita water demand based on a methodology that produces different results may submit their information in the notes field.

Your long-term water demand is 66 gallons per capita per day. What demand management practices do you plan to implement to reduce the per capita water demand (i.e. conduct regular water audits, implement a plumbing retrofit program, employ practices such as rainwater harvesting or reclaimed water)? If these practices are covered elsewhere in your plan, indicate where the practices are discussed here. **See Section 1 of the plan for practices that could reduce the per capita water demand.**

Are there other demand management practices you will implement to reduce your future supply needs?

What supplies other than the ones listed in future supplies are being considered to meet your future supply needs?

How does the water system intend to implement the demand management and supply planning components above?

**Additional Information**

Has this system participated in regional water supply or water use planning? **No**

What major water supply reports or studies were used for planning?

Please describe any other needs or issues regarding your water supply sources, any water system deficiencies or needed improvements (storage, treatment, etc.) or your ability to meet present and future water needs. Include both quantity and quality considerations, as well as financial, technical, managerial, permitting, and compliance issues:



ROY COOPER  
*Governor*  
 MICHAEL S. REGAN  
*Secretary*  
 LINDA CULPEPPER  
*Interim Director*

December 21, 2017

C. Lee Cannady, Public Works Director  
 Sampson County WD II - Dunn  
 P.O. Box 1280  
 Clinton, NC 28329

**Subject: LWSP Meets Minimum Criteria**  
 Sampson County WD II - Dunn  
 PWSID#: 03-82-070  
 Sampson County

Dear Mr. Cannady,

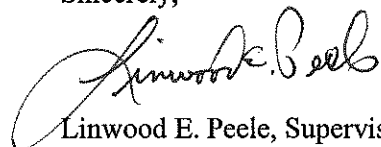
This letter is to notify you that our staff has reviewed the information contained in the 2016 Local Water Supply Plan (LWSP) update submitted by your office. Since all the required information is complete, the LWSP for Sampson County WD II - Dunn hereby meets the minimum criteria established in North Carolina General Statute 143-355 (l).

Your water system's 2016 LWSP is now viewable online from the *Local Water Supply Plans* link at <http://www.ncwater.org/>. The plan has been made available after our best efforts to screen any errors. As a final check, please review and report any mistakes or omissions to the review engineer. Unless notified otherwise, the Division of Water Resources considers your 2016 LWSP complete.

The 2016 LWSP must next be adopted by your water system's governing board; a model resolution is enclosed for guidance. A copy of the signed resolution must be submitted to Linwood Peele, Chief of our Water Supply Planning Section, at the address printed at the bottom of this letter. The LWSP cannot be considered compliant with the requirements of NCGS 143-355(l) until an adopted resolution is received.

Thank you very much for your efforts to provide your customers with a safe and reliable supply of drinking water. We look forward to continuing to work with you in these efforts. Please contact Vardry E. Austin at [vardry.austin@ncdenr.gov](mailto:vardry.austin@ncdenr.gov) or (919)707-9002, or Linwood Peele at [linwood.peele@ncdenr.gov](mailto:linwood.peele@ncdenr.gov) or (919) 707-9024, if we can be of further assistance.

Sincerely,

  
 Linwood E. Peele, Supervisor

To review plan, visit this link:  
[https://www.ncwater.org/Water\\_Supply\\_Planning/Local\\_Water\\_Supply\\_Plan/search.php](https://www.ncwater.org/Water_Supply_Planning/Local_Water_Supply_Plan/search.php)

Division of Water Resources, NCDEQ





**Resolution Approving 2016 Local Water Supply Plan  
for Sampson County Water and Sewer District I**

**Whereas**, North Carolina General Statute 143-355(l) requires that each unit of local government that provides public water services or plans to provide such services shall, either individually or together with other such units of local government, prepare and submit a local water supply plan; and

**Whereas**, as required by the statute and in the interest of sound local planning, a water supply plan for Sampson County Water and Sewer District I has been developed and submitted to the Sampson County Board of Commissioners, sitting as the Board of Directors of Water and Sewer District I, for approval; and

**Whereas**, the Board of Directors finds that the Local Water Supply Plan is accordance with the provisions of North Carolina General Statute 143-355(l) and that it will provide appropriate guidance for the future management of water supplies for Sampson County Water and Sewer District I, as well as useful information to the Department of Environment Quality for the development of a state water supply plan as required by statute.

**Now Therefore, Be It Resolved** by the Board of Commissioners of the County of Sampson, sitting as the Board of Directors of Water and Sewer District I that the water supply plan entitled 2016 Local Water Supply Plan for Sampson County WSD I-Clinton (PWSID# 03-82-050), dated April 6, 2017 is hereby approved and shall be submitted to the Department of Environmental Quality, Division of Water Resources; and

**Be it Further Resolved** that the Board of Commissioners of the County of Sampson, sitting as the Board of Directors of Water and Sewer District I intends that this plan shall be revised to reflect changes in relevant data and projections at least once every five years or as otherwise requested by the Department, in accordance with the statute and sound planning practice.

**Adopted** this 5th day of February, 2018

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Clark H. Wooten, Chairman  
Board of Directors, Sampson County WSD I

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Susan J. Holder, Clerk to the Board

# Sampson County WD I - Clinton

2016 ▾

The Division of Water Resources (DWR) provides the data contained within this Local Water Supply Plan (LWSP) as a courtesy and service to our customers. DWR staff does not field verify data. Neither DWR, nor any other party involved in the preparation of this LWSP attests that the data is completely free of errors and omissions. Furthermore, data users are cautioned that LWSPs labeled **PROVISIONAL** have yet to be reviewed by DWR staff. Subsequent review may result in significant revision. Questions regarding the accuracy or limitations of usage of this data should be directed to the water system and/or DWR.

## 1. System Information

### Contact Information

Water System Name:	Sampson County WD I - Clinton	PWSID:	03-82-050
Mailing Address:	P.O. Box 1280 Clinton, NC 28329	Ownership:	County
Contact Person:	C. Lee Cannady	Title:	Public Works Director
Phone:	910-592-0188	Fax:	910-592-7242

**Complete**

### Distribution System

Line Type	Size Range (Inches)	Estimated % of lines
Ductile Iron	4-8	2.00 %
Polyvinyl Chloride	2-12	98.00 %

What are the estimated total miles of distribution system lines? **60 Miles**  
 How many feet of distribution lines were replaced during 2016? **64,000 Feet**  
 How many feet of new water mains were added during 2016? **0 Feet**  
 How many meters were replaced in 2016? **0**  
 How old are the oldest meters in this system? **21 Year(s)**  
 How many meters for outdoor water use, such as irrigation, are not billed for sewer services? **0**  
 What is this system's finished water storage capacity? **0.000 Million Gallons**  
 Has water pressure been inadequate in any part of the system since last update? **No**

### Programs

Does this system have a program to work or flush hydrants? **Yes, Semi-Annually**  
 Does this system have a valve exercise program? **Yes, Semi-Annually**  
 Does this system have a cross-connection program? **Yes**  
 Does this system have a program to replace meters? **Yes**  
 Does this system have a plumbing retrofit program? **No**  
 Does this system have an active water conservation public education program? **Yes**  
 Does this system have a leak detection program? **No**

### Water Conservation

What type of rate structure is used? **Flat/Fixed**  
 How much reclaimed water does this system use? **0.000 MGD** For how many connections? **0**  
 Does this system have an interconnection with another system capable of providing water in an emergency? **No**

Long term water supply plans may include an interconnection of Sampson County WD I - Clinton and Sampson County WD II - Dunn. A need for this interconnection will be determined based on need and economic development.

## 2. Water Use Information

### Service Area

Sub-Basin(s)	% of Service Population	County(s)	% of Service Population
South River (02-4)	100 %	Sampson	100 %

What was the year-round population served in 2016? **3,716**

Has this system acquired another system since last report? **No**

**Water Use by Type**

Type of Use	Metered Connections	Metered Average Use (MGD)	Non-Metered Connections	Non-Metered Estimated Use (MGD)
Residential	1,097	0.133	0	0.000
Commercial	1	0.001	0	0.000
Industrial	3	0.004	0	0.000
Institutional	2	0.000	0	0.000

How much water was used for system processes (backwash, line cleaning, flushing, etc.)? **0.003 MGD**

**Water Sales**

Purchaser	PWSID	Average Daily Sold (MGD)	Days Used	MGD	Contract Expiration	Recurring	Required to comply with water use restrictions?	Pipe Size(s) (Inches)	Use Type
Autryville	03-82-045	0.024	365	0.065	2036	Yes	Yes	8	Regular
Clinton	03-82-010	0.000	0	0.000		Yes	Yes		Emergency

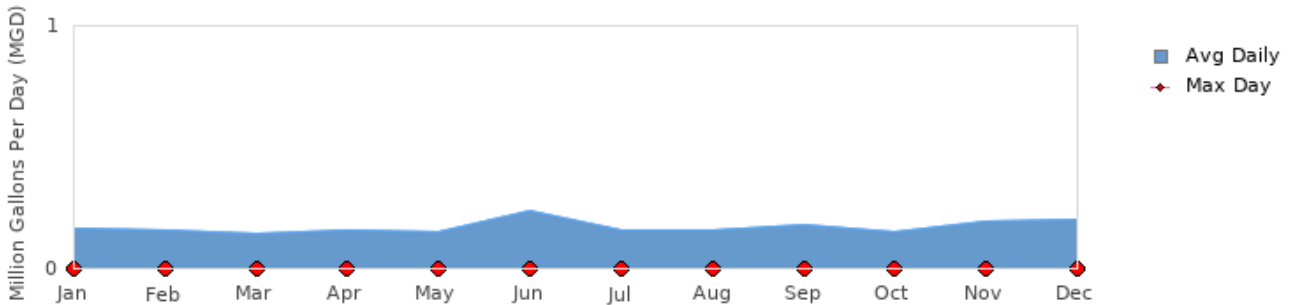
The sales contract (which does not have a min-max limit) with Autryville was adjusted to 0.065 MGD. This is the amount of water Autryville would need to purchase to keep their projected demand-supply ratio under 80%, and without causing the demand-supply ratio for Sampson Co. WD I to exceed 80%.

**3. Water Supply Sources**

**Monthly Withdrawals & Purchases**

	Average Daily Use (MGD)	Max Day Use (MGD)		Average Daily Use (MGD)	Max Day Use (MGD)		Average Daily Use (MGD)	Max Day Use (MGD)
Jan	0.161		May	0.151		Sep	0.175	
Feb	0.157		Jun	0.240		Oct	0.151	
Mar	0.140		Jul	0.153		Nov	0.193	
Apr	0.157		Aug	0.155		Dec	0.200	

Sampson County WD I - Clinton's 2016 Monthly Withdrawals & Purchases



**Water Purchases From Other Systems**

Seller	PWSID	Average Daily Purchased (MGD)	Days Used	MGD	Contract Expiration	Recurring	Required to comply with water use restrictions?	Pipe Size(s) (Inches)	Use Type
Autryville	03-82-045	0.003	365	0.000	2023	Yes	Yes	6	Regular
Clinton	03-82-010	0.131	365	0.185	2032	No	Yes	12	Regular
Roseboro	03-82-015	0.031	365	0.105	2032	Yes	Yes	10	Regular
Turkey	03-82-040	0.004	365	0.040	2032	Yes	Yes	8	Regular

Clinton has verified the amount of water sold to Sampson County Water Districts I (0.248 MGD) and II (0.024 MGD) is correct. The percent difference between the total amount sold and the total amount purchased is only 5.7%.

Clinton has stated that Sampson County will not be renewing their contract to purchase water from them.

The purchase contract (which does not have a min-max limit) with Autryville was adjusted to 0 MGD. This was done to help Autryville remain under a demand-supply ratio of 80%, and without causing the demand-supply ratio for Sampson Co. WD I to exceed 80%.

#### 4. Wastewater Information

##### Monthly Discharges

	Average Daily Discharge (MGD)		Average Daily Discharge (MGD)		Average Daily Discharge (MGD)
Jan	0.000	May	0.000	Sep	0.000
Feb	0.000	Jun	0.000	Oct	0.000
Mar	0.000	Jul	0.000	Nov	0.000
Apr	0.000	Aug	0.000	Dec	0.000

Sampson County WD I - Clinton's 2016 Monthly Discharges



How many sewer connections does this system have? 0

How many water service connections with septic systems does this system have? 0

Are there plans to build or expand wastewater treatment facilities in the next 10 years? No

#### 5. Planning

##### Projections

	2016	2020	2030	2040	2050	2060
Year-Round Population	3,716	3,902	4,292	4,721	5,193	5,713
Seasonal Population	0	0	0	0	0	0
Residential	0.133	0.140	0.154	0.169	0.186	0.204
Commercial	0.001	0.001	0.001	0.001	0.001	0.002
Industrial	0.004	0.004	0.005	0.005	0.006	0.006
Institutional	0.000	0.000	0.000	0.000	0.000	0.000
System Process	0.003	0.005	0.006	0.007	0.008	0.009
Unaccounted-for	0.004	0.004	0.005	0.005	0.006	0.006

Assume 5% growth for 2016 to 2020 and 10% growth for 2020 to 2030, 2030 to 2040, 2040 to 2050, and 2050 to 2060.

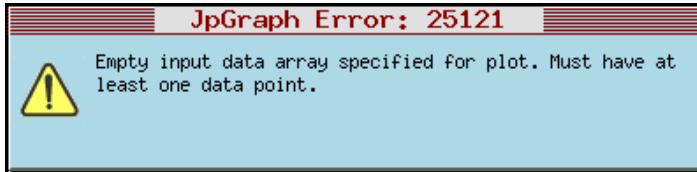
##### Future Supply Sources

Source Name	PWSID	Source Type	Additional Supply	Year Online	Year Offline	Type
Sampson County Dist II - Dunn	03-82-070	Ground	0.250	2020		Regular

##### Demand v/s Percent of Supply

	2016	2020	2030	2040	2050	2060
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Surface Water Supply	0.000	0.000	0.000	0.000	0.000	0.000
Ground Water Supply	0.000	0.000	0.000	0.000	0.000	0.000
Purchases	0.333	0.333	0.333	0.148	0.148	0.148
Future Supplies		0.250	0.250	0.250	0.250	0.250
Total Available Supply (MGD)	0.333	0.583	0.583	0.398	0.398	0.398
Service Area Demand	0.145	0.154	0.171	0.187	0.207	0.227
Sales	0.024	0.065	0.065	0.065	0.065	0.065
Future Sales		0.000	0.000	0.000	0.000	0.000
Total Demand (MGD)	0.169	0.219	0.236	0.252	0.272	0.292
Demand as Percent of Supply	51%	38%	40%	63%	68%	73%



The purpose of the above chart is to show a general indication of how the long-term per capita water demand changes over time. The per capita water demand may actually be different than indicated due to seasonal populations and the accuracy of data submitted. Water systems that have calculated long-term per capita water demand based on a methodology that produces different results may submit their information in the notes field.

Your long-term water demand is 36 gallons per capita per day. What demand management practices do you plan to implement to reduce the per capita water demand (i.e. conduct regular water audits, implement a plumbing retrofit program, employ practices such as rainwater harvesting or reclaimed water)? If these practices are covered elsewhere in your plan, indicate where the practices are discussed here. See Section 1 of the plan for practices that could reduce the per capita water demand.

Are there other demand management practices you will implement to reduce your future supply needs?

What supplies other than the ones listed in future supplies are being considered to meet your future supply needs?

How does the water system intend to implement the demand management and supply planning components above?

**Additional Information**

Has this system participated in regional water supply or water use planning? No

What major water supply reports or studies were used for planning?

Please describe any other needs or issues regarding your water supply sources, any water system deficiencies or needed improvements (storage, treatment, etc.) or your ability to meet present and future water needs. Include both quantity and quality considerations, as well as financial, technical, managerial, permitting, and compliance issues:

The Division of Water Resources (DWR) provides the data contained within this Local Water Supply Plan (LWSP) as a courtesy and service to our customers. DWR staff does not field verify data. Neither DWR, nor any other party involved in the preparation of this LWSP attests that the data is completely free of errors and omissions. Furthermore, data users are cautioned that LWSPs labeled **PROVISIONAL** have yet to be reviewed by DWR staff. Subsequent review may result in significant revision. Questions regarding the accuracy or limitations of usage of this data should be directed to the water system and/or DWR.



ROY COOPER  
*Governor*  
MICHAEL S. REGAN  
*Secretary*  
LINDA CULPEPPER  
*Interim Director*

December 21, 2017

C. Lee Cannady, Public Works Director  
Sampson County WD I - Clinton  
P.O. Box 1280  
Clinton, NC 28329

**Subject: LWSP Meets Minimum Criteria**  
Sampson County WD I - Clinton  
PWSID#: 03-82-050  
Sampson County

Dear Mr. Cannady,

This letter is to notify you that our staff has reviewed the information contained in the 2016 Local Water Supply Plan (LWSP) update submitted by your office. Since all the required information is complete, the LWSP for Sampson County WD I - Clinton hereby meets the minimum criteria established in North Carolina General Statute 143-355 (l).

Your water system's 2016 LWSP is now viewable online from the *Local Water Supply Plans* link at <http://www.ncwater.org/>. The plan has been made available after our best efforts to screen any errors. As a final check, please review and report any mistakes or omissions to the review engineer. Unless notified otherwise, the Division of Water Resources considers your 2016 LWSP complete.

The 2016 LWSP must next be adopted by your water system's governing board; a model resolution is enclosed for guidance. A copy of the signed resolution must be submitted to Linwood Peele, Chief of our Water Supply Planning Section, at the address printed at the bottom of this letter. The LWSP cannot be considered compliant with the requirements of NCGS 143-355(l) until an adopted resolution is received.

Thank you very much for your efforts to provide your customers with a safe and reliable supply of drinking water. We look forward to continuing to work with you in these efforts. Please contact Vardry E. Austin at [vardry.austin@ncdenr.gov](mailto:vardry.austin@ncdenr.gov) or (919)707-9002, or Linwood Peele at [linwood.peele@ncdenr.gov](mailto:linwood.peele@ncdenr.gov) or (919) 707-9024, if we can be of further assistance.

Sincerely,

Linwood E. Peele, Supervisor

To review plan, see this link:  
[https://www.ncwater.org/Water\\_Supply\\_Planning/Local\\_Water\\_Supply\\_Plan/search.php](https://www.ncwater.org/Water_Supply_Planning/Local_Water_Supply_Plan/search.php)

Division of Water Resources, NCDEQ