



**SAMPSON COUNTY  
BOARD OF COMMISSIONERS  
MEETING AGENDA  
August 5, 2019**

<b>6:00 pm</b>	<b>Convene Regular Meeting (County Auditorium)</b>	
	Invocation and Pledge of Allegiance	
	Approve Agenda as Published	
<b>Tab 1</b>	<b>Recognition</b>	
	a. Recognition of Retiree - Register of Deeds	<b>1</b>
<b>Tab 2</b>	<b>Consideration of Recommendation for Appointment of Register of Deeds/Swearing-In of New Register of Deeds</b>	<b>2 - 3</b>
<b>Tab 3</b>	<b>Reports and Presentations</b>	
	a. Report -NCACC Resource Team Review of Sampson County Emergency Services	<b>4 - 41</b>
	b. Presentation - Smithfield Foods (Align) Renewable Natural Gas Project	<b>42 - 48</b>
<b>Tab 4</b>	<b>Planning and Zoning Items</b>	<b>49</b>
	a. Consideration of Preliminary Plat for Goose Creek Subdivision (17 lots, Hawley Road/Plainview Township)	<b>49 - 72</b>
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<b>Tab 5</b>	<b>Action Items</b>	
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	b. Consideration of Award of Convalescent Ambulance Franchise to Carolina Ambulance Specialty Transport	<b>108 - 113</b>
	c. 2020 Census -Appointment of Complete Count Committee, Adoption of Supporting Resolution	<b>114 - 117</b>
<b>Tab 6</b>	<b>Consent Agenda - General</b>	<b>118</b>
	a. Approve the minutes of the July 1, 2019 meeting	<b>119 - 126</b>
	b. Adopt a resolution proclaiming November as Native American Month	<b>127</b>
	c. Approve the execution of the contract between Sampson County and the North Carolina Forestry Service for Fiscal Year 2019-20	<b>128 - 131</b>
	d. Approve the execution of the contract between Sampson County and William C. Oglesby/Veterinary Medical Clinic for veterinary services for the animal shelter	<b>132 - 138</b>

<b>Tab 6</b>	<b>Consent Agenda - General, continued</b>	
	e. Schedule a public hearing regarding the Board’s intent to apply for FY21 Community Transportation Program funding	139 - 140
	f. Approve the execution of the contract between Sampson County and Autryville Fire Department for rescue services	141 - 145
	g. Approve the leases between Sampson County and the Department of Public Safety (DPS) for space occupied by Probation and Parole (reapproval as three-year leases after required public notice)	146 - 153
	h. Approve Soil and Water Conservation District Records Retention Schedule	154 - 182
	i. Approve tax refunds and releases as submitted	183 - 187
	j. Approve budget amendments as submitted	188 - 201
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	k. Approve fee revisions as recommended by the Health Advisory Board	203
	l. Accept Community Health Grant continuation funding (Year 2) in the amount of \$150,000	204 - 221
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	<b>County Manager’s Reports</b> (Manager will provide updates and reports on various matters.)	
<b>Tab 8</b>	<b>Public Comment Period (Policy Attached)</b>	238 - 239
	Copies of policy are also available at sign in desk of meeting room. All written materials to be presented to the Board must be provided to the Clerk for distribution in advance of the Public Comment Period.	
	<b>Closed Session - GS 143-318.11(a)(4) Matters Related to the Location/Expansion of an Industry</b>	
	<b>Adjournment (as Board of Commissioners)</b>	
 <b>BOARD OF DIRECTORS OF SAMPSON COUNTY WATER &amp; SEWER DISTRICT II</b>  		
<b>Tab 9</b>	<b>Adopt Resolution Approving 2018 Local Water Supply Plan for Sampson County Water and Sewer District II - Plainview</b>	240 - 241
	<b>Adjournment (as Water and Sewer Board of Directors)</b>	

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO. 1

Meeting Date: August 5, 2019

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

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**SUBJECT:** Recognition of Retiree

**DEPARTMENT:** Governing Body

**PUBLIC HEARING:** No

**CONTACT PERSON:** Vice Chairperson Sue Lee

**PURPOSE:** To recognize County employees for their dedicated service

**ATTACHMENTS:** None

**BACKGROUND:** Retirees as of July:

Register of Deeds Eleanor Bradshaw  
12/01/2008 - 07/31/2019

**RECOMMENDED ACTION OR MOTION:** Present Ms. Bradshaw with a County plaque in recognition of her years of service to the County

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO.     2    

Meeting Date: August 5, 2019

<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:** Consideration of Recommendation for Appointment of Register of Deeds/Swearing-In of New Register of Deeds

**DEPARTMENT:** Governing Body

**PUBLIC HEARING:** No

**CONTACT PERSON:** County Manager Ed Causey/County Attorney Joel Starling  
Graham Frederick (Freddie) Butler, Recommended Appointee as Register of Deeds

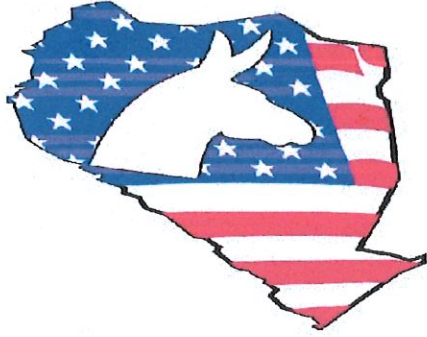
**PURPOSE:** To consider Democratic Party recommendation of Graham Frederick (Freddie) Butler to fill unexpired term of retiring Register of Deeds Eleanor Bradshaw; swearing-in to follow

**ATTACHMENTS:** Letter from Sampson County Democratic Party

**BACKGROUND:** With the retirement of Register of Deeds Eleanor Bradshaw as of July 31, 2019, the Sampson County Democratic Party has submitted the enclosed letter of recommendation for the candidate to fill the remainder of Ms. Bradshaw's unexpired term. According to N.C. General Statute, "when a vacancy occurs from any cause in the office of register of deeds, the board of county commissioners shall fill such vacancy by the appointment of a successor for the unexpired term." If the register of deeds was elected as the nominee of a political party, the county board shall consult the county executive committee of that political party before filling the vacancy "and shall appoint the person recommended by that committee, if the party makes a recommendation within 30 days of the occurrence of the vacancy."

Once the Board has acted upon the recommendation, the outgoing Register of Deeds Eleanor Bradshaw will swear in Mr. Butler (in her capacity as a notary, as allowed by law).

**RECOMMENDED ACTION OR MOTION:** Consider appointment of Graham Frederick (Freddie) Butler to fill the unexpired term; witness his swearing in by Mrs. Bradshaw



**SAMPSON COUNTY DEMOCRATIC PARTY**

P O Box 2436  
Clinton, NC 28329



July 10, 2019

The Honorable Clark Wooten, Chair  
Sampson County Board of Commissioners  
406 County Complex Road  
Clinton, NC 28328

Dear Mr. Wooten:

As you are aware, Mrs. Eleanor Bradshaw is retiring as the Sampson County Register of Deeds effective July 31, 2019.

The members of the Sampson County Democratic Executive Committee hereby recommend Mr. Graham Frederick Butler for appointment to fill Mrs. Bradshaw's unexpired term as Sampson County Register of Deeds effective August 1, 2019.

We thank you for your support and continued cooperation. Please feel free to call me should you have questions.

Sincerely,

Willie R. Moore, Chairman  
Sampson County Democratic Party  
910-590-4161

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO. 3 (a)

Meeting Date:	August 5, 2019	<input type="checkbox"/> Information Only	<input type="checkbox"/> Public Comment
		<input checked="" type="checkbox"/> Report/Presentation	<input type="checkbox"/> Closed Session
		<input type="checkbox"/> Action Item	<input type="checkbox"/> Planning/Zoning
		<input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Water District Issue

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**SUBJECT:** NCACC Resource Team Review of Sampson County Emergency Services

**DEPARTMENT:** NCACC/Emergency Services

**PUBLIC HEARING:** No

**CONTACT PERSON(S):** Neil Emory, NCACC Outreach Associate

**PURPOSE:** To receive report from NCACC Resource Team on their review of our Emergency Services department

**ATTACHMENTS:** NCACC Resource Team Report

**BACKGROUND:**

In January, the Board of Commissioners authorized the engagement of a NCACC Resource/Consultation Team to assess and analyze Emergency Management operations. This peer review was a complement to our ongoing customer service and Emergency Operations Plan revision projects. NCACC Outreach Associate (and former Harnett County Manager) Neil Emory led the organization of a peer team of former and current emergency management professionals who met with county officials, conducted on-site interviews with our emergency management staff, and completed assessments of our emergency services divisions. Mr. Emory will discuss the methodology of the process and present the team's report.

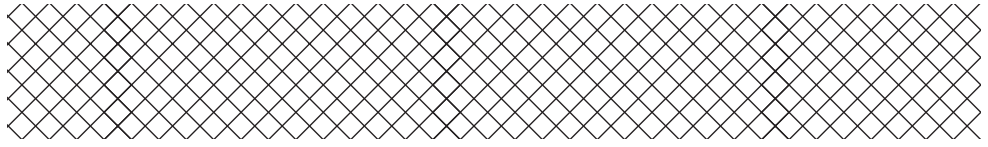
**RECOMMENDED ACTION OR MOTION:**

No action required

# Sampson County Emergency Services

## NCACC Resource Team Review

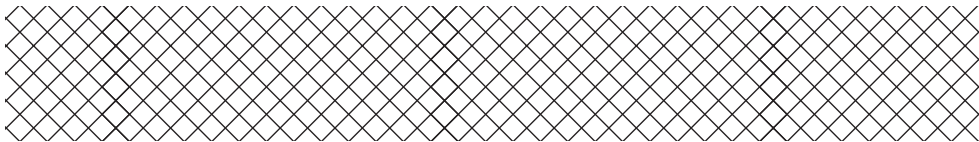




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# Introduction

In January 2019, the Sampson County Board of Commissioners requested the assistance of the NCACC in conducting a review of the county's Emergency Services. The scope of the review included EMS, Emergency Management, Fire Marshall and 911 Operations (See Letter of Request, Attachment A, for description of requested elements of study).

Under the leadership of NCACC Outreach Associate Neil Emory and Gary Pope, a peer review team was seated. A team review schedule was established in collaboration with Sampson County Manager Ed Causey and the review was conducted May 13, 2019. The focus of the group was to assess and report on the efficacy of the current organization, management and operations of Emergency Services within the county.

The resource team met at the Sampson County Manager's Office for an initial briefing and reviewed the study elements requested by the Board of Commissioners. Each team member was assigned specific areas to review. The subject matter experts interviewed service providers as a part of their on-site review.

Conclusions and recommendations are based on the professional expertise of the Resource Team members, drawn from documentation and interviews with Emergency Services management and employees. Due to time constraints and privacy concerns, no interviews were conducted with citizen end-users of the emergency services provided in the County. However, we did reach out to several key partners for any thoughts they might have regarding their relationship with Emergency Services and the quality of services provided by the County. These partners included the Medical Director, SRMC, the Fire Association and the City of Clinton.

*It should be noted that all team members are respected professionals and are committed to enhancing emergency services throughout North Carolina. Their willingness to volunteer their time to this process is what makes these crucial reviews possible.*

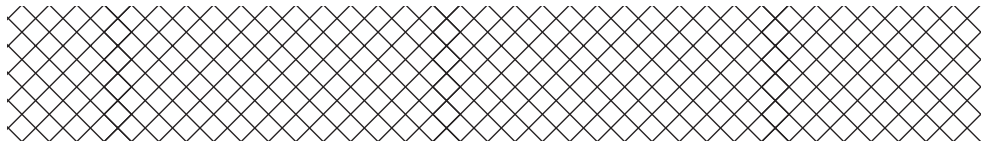
## County Emergency Services Resource Team Participants

- Gary Pope – Retired Director of Harnett County Emergency Services
- Jimmy Riddle – Retired Director of Harnett County Emergency Services
- Scott Beasley – Johnston County 9-1-1, 911 Quality Assurance/Training Officer
- Anthony G. Davis – Regional Specialist, NC Office of Emergency Medical Services
- Kevin Hubbard – Johnston County Emergency Services Director
- Scott Rogers – Nash County Emergency Services, Deputy Director
- Scot Brooks – Moore County Emergency Manager/Deputy Director
- Jimmy Stewart – Hoke County Emergency Communications Director
- Shane Seagroves – Lee County Emergency Services Director

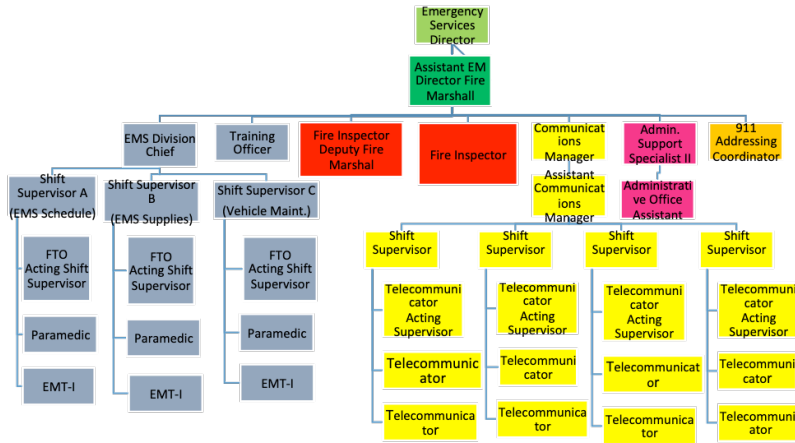
## Define Study Elements

The requested study elements listed below and utilized for the structure of this report were defined by the Sampson County Board of Commissioners in their letter of request to the NCACC for assistance.

- Organizational Structure; Management and Supervisory Practices
- Standard Operating Procedures and Policies
- Regulatory Compliance
- Training
- Recruitment, Hiring and Retention of Qualified Credentialed Staff
- Customer Service and Relationship with Community Partners
- Employee Satisfaction



# Emergency Services Organizational Structure



## EMS

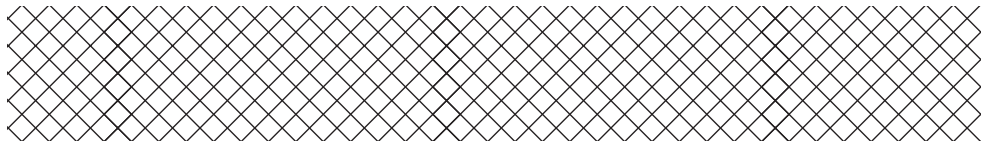
### Emergency Medical Services (EMS)

Background: The Emergency Medical Services Act of 1973 (NCGS 143, Article 56) established the State’s Emergency Medical Services (EMS) Program within the Department of Health and Human Services. The Office of Emergency Medical Services administers the State’s EMS program, which is placed in the Division of Health Service Regulation of the North Carolina Department of Health and Human Services (NCGS 143-508).

The North Carolina Medical Care Commission adopts the rules and standards that govern ambulance licensure and basic life support services, and the North Carolina Medical Board adopts rules and standards governing advanced life support services. The Office of Emergency Medical Services (OEMS) is responsible for ensuring that emergency treatment centers are available throughout the state, inspecting and permitting ambulances, licensing ambulance service providers, certifying ambulance personnel, designating trauma centers and a state poison-control center, and assisting in the development of a statewide EMS communications system.

NCGS 153A-250 identifies county responsibilities and authority in regard to the actual delivery of emergency medical services. Counties may franchise ambulance services via adopted ordinance(s), or operate its ambulance services directly. The following North Carolina Administrative Code (10A NCAC 13P) subsections provide the definition and explanation of EMS System Requirements.





**Recommendation:** Conduct a comprehensive study of call volume and unit staging / housing locations to reduce current response mileage and to assist with future growth planning.

The large makeup of Sampson County creates patient transport issues with only one medical facility within the county. Several out of county hospitals are transported to daily due to the county geographic layout. This can cause shortages of units and staging units frequently to compensate for those traveling to the out of county facilities.

**Recommendation:** As stated above this comprehensive study should incorporate the mileage traveled to these medical facilities and the possibility of additional units being placed in service to assist in offsetting this obstacle. Noted in Clinton, where the in county medical facility is located, there are two transport units housed within the city. The fact that approximately 47% of the county's call volume is handled by these two units would seem to indicate the need for the staging of another unit in or near the city.

### **Relationship of EMS with Other Partnering Agencies**

The relationship between EMS and other divisions within Emergency Services appears to foster excellent working relationships and partnerships. New employees are spending a portion of their orientation in the 911 center and the telecommunicators may start to require some ride time on the EMS units. It appears that all divisions assist each other as needed daily.

**Recommendation:** Maintain information flow consistently from Emergency Services Director through all divisions and field staff. This promotes sense of ownership within the organization from all ranks.

### **Customer Service and Relationships with Community Partners**

The relationships with several community partners such as rescue squads, hospitals, high schools and the college were discussed. There appears to be a positive relationship with all agencies. After reviewing these partnerships there seems to be some great ideas and concepts shared on a regular basis. Upon discussing in detail the best description that was given was an occasional hiccup but we work through it. No formal recommendations due to excellent communication utilized.

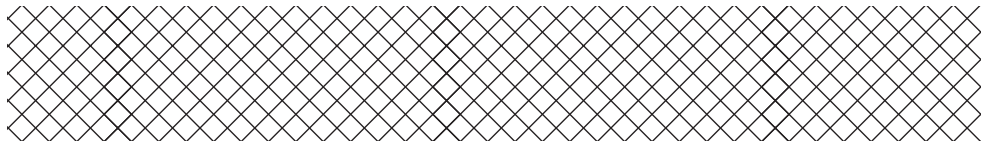
### **Standard Operating Guidelines / System Plan / Compliance / Medical Direction:**

Upon discussing quality assurance and the legal obligations to meet all local, state and federal compliance regulations, there seems to be several checks and balances in place and all appear to be satisfactory. Discussion on items such as PEER Review committees, quality assurance procedures, remediation needs met and EMS CHARTS reporting software were identified and are operating properly. Medical Direction meets EMS needs but it was identified that accessibility issues exist in the relationship with Medical Direction.

**Recommendation:** Medical Direction should spend a couple of hours in the EMS office weekly or one day weekly to enhance EMS capabilities and assist meeting deadlines. This could require additional funding to meet this goal. County should also consider developing an acceptable response time to use as a benchmark for planning purposes.

### **Training Requirements and Delivery Methods**

The EMS training requirements and delivery methods meet the needs of N.C. State requirements. Sampson County Emergency Services is the primary delivery agency and some training options were discussed through the local community college. Training has set several parameters that assist them with their success. Dedication to quality assurance programs, PEER Review and follow ups on target areas assure success is met, however several items were discussed where shortfalls exist.



**Recommendation:** Purchase high fidelity training mannequins for most realistic training opportunities. These devices were cut out of previous budgets due to costs. Implement one additional Field Training Officer position per shift to assist with field staff needs and students being precepted. The current Emergency Services facility is very limited in providing break out training rooms for smaller groups (try to assure these areas are defined in new facility plans). It was also identified that advanced training opportunities for staff are limited due to budget constraints.

**Finance Management / Budgets / Capital Needs / Contracts**

The Emergency Services budget is funded by the county general fund. EMS collections go back into the general fund as well. The EMS division is not involved in the billing and collections aspect. This is conducted by a private vendor (Colleton). The EMS division has been very successful over the last few years with obtaining grants to assist with some needed replacement of equipment. The EMS division has been very proactive in identifying their needs utilizing analysis of data and historical needs. Items such as placing body armor in service, replacing defibrillators and the most recent implementation of the county pay study were identified as positives while cuts to previous budgets on safety equipment, mobile technology devices and facilities were identified as negatives. Future staffing of crews will also present challenges as well as recruitment and retention plans that will need funding. Contracts with local rescue squads were discussed along with their expectations and compensation.

**Recommendation:** Consider developing a Fleet Management Plan to include vehicles passed on to the County Rescue Squads. Give priorities to safety concerns first with items such as high mileage vehicle replacements, power load stretcher systems, stair chairs and the implementation of mobile technology. Facility needs were identified not only for the Emergency Services Base but field locations as well. Currently EMS Base has flood potentials and some field locations are not set up for crew necessities. County should consider the revision of contracts with the Rescue Squads. Establish clear expectations of the squads based on the benchmarks established by Sampson County EMS.

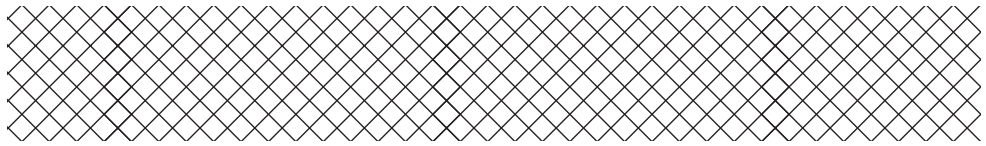
**Employee Staffing and Morale**

The current staffing model of 24 hour shifts is positive and meets the needs of the county. It is well received by the field staff. The implementation of the pay study was positive and appreciated by staff. Some concerns have been expressed by field staff in regards to lack of promotion potential. Concerns of paramedic shortages across North Carolina are felt in Sampson County also. Occasionally quick response vehicles (QRV's) are taken out of service when staffing levels are low. Staff has also expressed their concerns with needed safety equipment such as updated stair chairs, power load stretchers and mobile technology equipment.

**Recommendation:** Implementation of recruitment and retention plan to assist with manpower shortfalls. County should consider some media campaigns to increase the presences of EMS career opportunities as well as the services provided to the community. County may consider a professional development program to allow advancement within the ranks. It was also identified that additional part time positions may assist with manpower shortfall issues. The field staff has needs for updated safety equipment. This will enhance the employee morale as well as employee and patient safety.

**Additional Information**

In summary, the Sampson County EMS Division is functioning well. This division displays a very professional work ethic. They are dedicated to the citizens of Sampson County. In observing local, state and federal guidelines no major discrepancies are indicated. While it is understood that any agency has budgetary constraints, the leadership and field staff want to be most proactive and give the best product to their citizens. The recommendations in bold are intended to assist you in making improvements and to provide positive support for your operations.



# Emergency Management

## **Sampson County Emergency Management Review and Recommendations**

Although the County may not be interested in actual Accreditation, the assessment was completed based upon the standards listed within the 2016 Emergency Management Standard Program (EMAP).

The ANSI/EMAP 4-2016 Emergency Management Standard by EMAP is the set of 64 standards by which programs that apply for EMAP accreditation are evaluated.

The Emergency Management Standard is designed as a tool for continuous improvement as part of the voluntary accreditation process for local, state, federal, higher education and tribal emergency management programs.

The Emergency Management Standard covers:

- Program Management, Administration and Finance, and Laws and Authorities
- Hazard Identification, Risk Assessment and Consequence Analysis
- Hazard Mitigation
- Prevention
- Operational Planning and Procedures
- Incident Management
- Resource Management, Mutual Aid and Logistics
- Communications and Warning
- Facilities
- Training
- Exercises, Evaluations and Corrective Action
- Emergency Public Education and Information

### **Purpose**

The Emergency Management Standard establishes the baseline performance criteria for an Emergency Management Program and intends that the Standard be fair and equitable for all who choose to adopt it.

### **3.1: Program Administration and Evaluation**

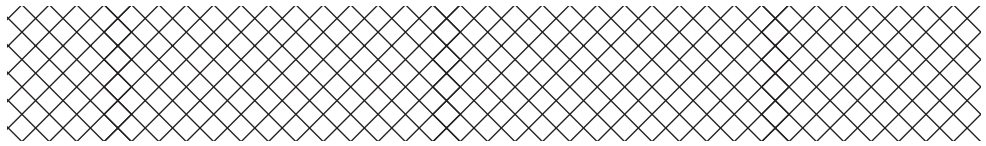
#### **Overview**

An Accredited Emergency Management Program is characterized by visible leadership support, endorsement and engagement by stakeholders.

3.1.1 The jurisdiction has a multi-year Strategic Plan, developed with input from stakeholders that includes the following:

- (1) an executive policy or vision statement for emergency management;
- (2) identified mission, goals, objectives, and milestones for the Emergency Management Program;
- (3) a method for Plan implementation; and
- (4) a method and schedule for evaluation, maintenance and revision.

**Conclusion:** Sampson County has a very strong and experienced leadership group that was visible from the County Administration office, down to the Emergency Services Director, and throughout the EM Division staff. Sampson County has a very engaged and caring staff that is most interested in serving their community to the fullest extent.



**Recommendation:** We do feel that a formal short and long term Multi-Year Strategic Planning process that includes all levels of local government as well as stakeholder participation would be extremely beneficial to the overall program. A Strategic Plan example – 2016-2020 Strategic Plan v1.7 has been provided to staff.

**3.2: Coordination**

3.2.1 The jurisdiction has a designated emergency management agency, department or office established and empowered with the authority to administer the Emergency Management Program.

3.2.2 The jurisdiction has a designated individual empowered with the authority to execute the Emergency Management Program.

**Conclusion:** We witnessed a formally established Emergency Management Program that is an administrative division of the overall Emergency Services Department and the Fire Marshal’s office from an operations perspective.

**Recommendation:** Develop a Line of Succession Plan to include written Delegations of Authority. Consider dedicating more human resources (specifically planning and technology) to the EM Division by adding additional personnel and/or redistributing workload on current staff throughout the department.

**3.3: Advisory Committee**

3.3.1 The Emergency Management Program has a process utilizing one or more committees that provides for coordinated input by stakeholders in the preparation, implementation, evaluation, and revision of the Program.

3.3.2 The advisory committee(s) meets with a frequency determined by the Emergency Management Program to provide for regular input.

**Conclusion:** Sampson County has an active Local Emergency Planning Committee (LEPC) that meets regularly to discuss Hazardous Materials related topics.

**Recommendation:** Convert this to an All Hazards Advisory Committee and add additional membership from stakeholders and partner agencies in an effort to accomplish a wider range of emergency planning. This effort should enhance and augment, not replace the requirements to have an active LEPC. Sample Bylaws for AHAC have been provided to staff.

**3.4: Administration and Finance**

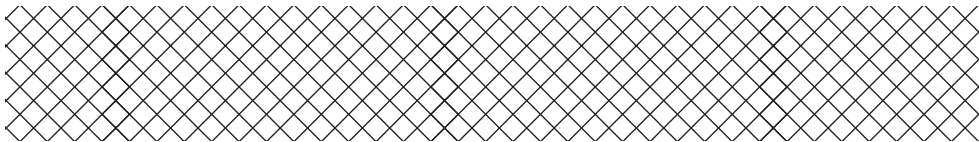
3.4.1 The Emergency Management Program has fiscal and administrative procedures for use before, during and after an emergency/disaster.

3.4.2 The fiscal and administrative procedures provide the ability to request, receive, manage, and apply funds in emergency situations for the delivery of assistance and cost recovery.

3.4.3 The Emergency Management Program has a method and schedule for evaluation, maintenance, and revision of the procedures identified in Standard 3.4.1.

**Conclusion:** Sampson County has the appropriate administrative and fiscal procedures in place.

**Recommendation:** Develop a short term and long term operational and capital budget plan as a part of the Multi-Year Strategic Plan.



### **3.5: Laws and Authorities**

3.5.1 The Emergency Management Program’s authorities and responsibilities are established and executed in accordance with statutes, regulations, directives or policies.

3.5.2 The Emergency Management Program has a process for identifying and addressing proposed legislative and regulatory changes.

**Conclusion:** Sampson County has the appropriate authorities and responsibilities established.

**Recommendation:** Identify and address any proposed changes through the All Hazards Advisory Committee discussed above.

### **4.1: Hazard Identification, Risk Assessment and Consequence Analysis**

#### **Overview**

An Accredited Emergency Management Program encompasses the following elements: prevention, preparedness, mitigation, response and recovery.

4.1.1 The Emergency Management Program identifies the natural and human-caused hazards that potentially impact the jurisdiction using multiple sources. The Emergency Management Program assesses the risk and vulnerability of people, property, the environment, and its own operations from these hazards.

4.1.2 The Emergency Management Program conducts a consequence analysis for the hazards identified in Standard 4.1.1 to consider the impact on the following:

- (1) Public;
- (2) Responders;
- (3) Continuity of operations including continued delivery of services;
- (4) Property, facilities, and infrastructure;
- (5) Environment;
- (6) Economic condition of the jurisdiction; and
- (7) Public confidence in the jurisdiction’s governance.

4.1.3 The Emergency Management Program has a method and schedule for evaluation, maintenance, and revision of its Hazard Identification, Risk Assessment (HIRA) and Consequence Analysis identified in Standard 4.1.1.

**Conclusion:** Sampson County has completed a Hazard Mitigation Plan within the last five years.

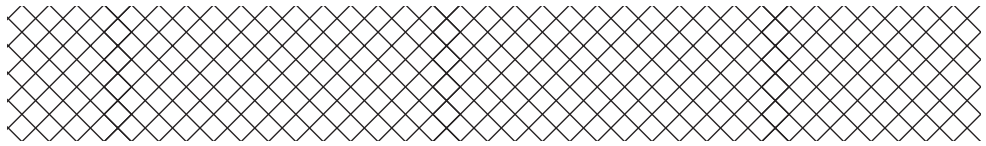
**Recommendation:** Conduct a county-wide Threat and Hazard Identification and Risk Assessment (THIRA) to identify specific capabilities needed, gaps, and improvement planning. A CPG 201 document has been provided to staff for additional information.

### **4.2: Hazard Mitigation**

#### **Overview**

An Accredited Emergency Management Program has a mitigation program that regularly and systematically utilizes resources to mitigate the effects of emergencies/disasters associated with the risks identified in the HIRA.





4.2.1 The Emergency Management Program has a plan to implement mitigation projects and sets priorities based upon loss reduction. The plan:

- (1) Is based on the natural and human-caused hazards identified in Standard 4.1.1 and the risk and consequences of those hazards;
- (2) Is developed through formal planning processes involving Emergency Management Program stakeholders; and
- (3) Establishes interim and long-term strategies, actions, goals and objectives.

4.2.2 The Emergency Management Program documents project ranking based upon the greatest opportunity for loss reduction and documents how specific mitigation actions contribute to overall risk reduction.

4.2.3 The Emergency Management Program has a process to monitor overall progress of the mitigation activities and documents completed initiatives and their resulting reduction or limitation of hazard impact on the jurisdiction.

4.2.4 The Emergency Management Program, consistent with the scope of the mitigation program, does the following:

- (1) Provides technical assistance in implementing applicable mitigation codes and ordinances;
- (2) Identifies ongoing opportunities and tracks repetitive loss; and
- (3) Participates in applicable jurisdictional, inter-jurisdictional and multi-jurisdictional mitigation efforts.

4.2.5 The Emergency Management Program has a method and schedule for evaluation, maintenance, and revision of the plan identified in Standard 4.2.1.

**Conclusion:** Sampson County has participated in prior Hazard Mitigation activities.

**Recommendation:** Utilize the All Hazards Advisory Committee referenced above to look specifically at the THIRA and Hazard Mitigation Plan opportunities. Develop a long term plan to address issues based on the priorities as follow: 1. Loss of Life, 2. Loss of Property, 3. Environment.

### **4.3: Prevention**

#### **Overview**

An Accredited Emergency Management Program encompasses prevention responsibilities, strategies and procedures.

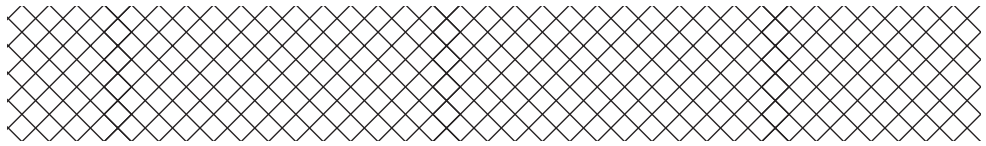
4.3.1 The Emergency Management Program has a process(es) to coordinate prevention activities, to monitor the identified threats and hazards, and to adjust the level of prevention activity commensurate with the risk. Prevention processes are based on the following:

- (1) Hazard information obtained from Standard 4.1.1;
- (2) Intelligence activities;
- (3) Threat assessments;
- (4) Alert networks and surveillance programs; and
- (5) Other sources of information obtained from internal and external stakeholders.

4.3.2 The Emergency Management Program has procedures to prevent incidents from hazards identified in Standard 4.1.1. Procedures include a process to exchange information among internal and external Emergency Management Program stakeholders.

4.3.3 The Emergency Management Program has a method and schedule for evaluation, maintenance, and revision of the procedures identified in Standard 4.3.2.

**Conclusion:** Sampson County has a very limited presence witnessed in terms of Prevention activities.



**Recommendation:** Develop strategies to integrate existing technologies such as WEBEOC, damage assessment software, public health surveillance, law enforcement intelligence, National Weather Service products, and NC Flood Inundation Mapping and Alert Network data into daily operations for situational awareness of internal and external partners.

### 4.4: Operational Planning and Procedures

#### Overview

An Accredited Emergency Management Program has operational plans and procedures that are developed, coordinated and implemented among all stakeholders. The plans and procedures describe emergency response; continuity of operations; continuity of government; and recovery from emergencies/disasters.

4.4.1 The Emergency Management Program, through formal planning processes involving stakeholders and addressing all hazards identified in Standard 4.1.1, has developed the following Plans:

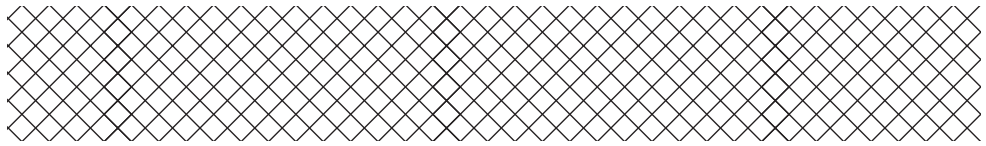
- (1) Emergency Operations;
- (2) Recovery;
- (3) Continuity of Operations; and
- (4) Continuity of Government.

4.4.2 The Emergency Operations, Recovery, Continuity of Operations and Continuity of Government Plans address the following:

- (1) Purpose and scope or goals and objectives;
- (2) Authority;
- (3) Situation and assumptions;
- (4) Functional roles and responsibilities for internal and external agencies, organizations, departments and positions;
- (5) Logistics support and resource requirements necessary to implement the Plans;
- (6) Concept of operations; and
- (7) A method and schedule for evaluation, maintenance, and revision.

4.4.3 The Emergency Operations Plan (EOP) identifies and assigns specific areas of responsibility for performing functions in response to an emergency/disaster. Areas of responsibility to be addressed include the following:

- (1) Administration and finance;
- (2) Agriculture and natural resources;
- (3) Alert and notification;
- (4) Communications;
- (5) Critical infrastructure and key resource restoration;
- (6) Damage assessment;
- (7) Debris management;
- (8) Detection and monitoring;
- (9) Direction, control, and coordination;
- (10) Donation management;
- (11) Emergency public information;
- (12) Energy and utilities services;
- (13) Evacuation and shelter-in-place;
- (14) Fatality management and mortuary services;
- (15) Firefighting/fire protection;
- (16) Food, water and commodities distribution;



- (17) Hazardous materials;
- (18) Information collection, analysis, and dissemination;
- (19) Law enforcement;
- (20) Mass care and sheltering;
- (21) Mutual aid;
- (22) Private sector coordination;
- (23) Public health and medical services;
- (24) Public works and engineering;
- (25) Resource management and logistics;
- (26) Search and rescue;
- (27) Transportation systems and resources;
- (28) Volunteer management; and
- (29) Warning.

**4.4.4** The Recovery Plan addresses short and long-term recovery priorities. The Plan provides guidance for restoration of identified critical functions, services/programs, vital resources, facilities, and infrastructure to the affected area.

**4.4.5** The Emergency Management Program has Continuity of Operations (COOP) Plan(s) that identify the essential program functions and describe how those functions will be continued and recovered. Each organization performing essential program functions has a COOP Plan that identifies the following:

- (1) Processes and functions that must be maintained;
- (2) Essential positions;
- (3) Lines of succession;
- (4) How critical applications and vital records will be safeguarded;
- (5) Communications resources;
- (6) Priorities for recovery of processes, functions, critical applications and vital records; and
- (7) Alternate operating capability and facilities.

**4.4.6** The Emergency Management Program has a Continuity of Government Plan that identifies how the governing body and the responsibilities identified in its documents containing the fundamental principles by which the jurisdiction is governed will be preserved, maintained, or reconstituted. The Plan includes identification of succession of leadership, delegation of emergency authority, and command and control.

**4.4.7** The Emergency Management Program has procedures to implement all Plans identified in Standard 4.4.1. Procedures are applicable to all hazards identified in Standard 4.1.1. Procedures reflect operational priorities including:

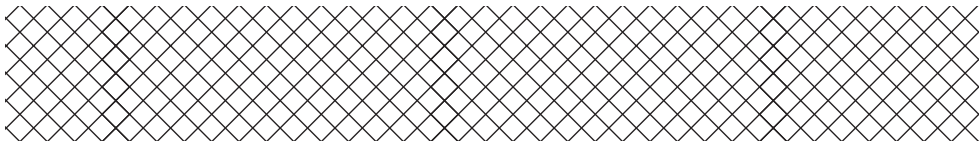
- (1) Life, safety, and health;
- (2) Property protection;
- (3) Environmental protection;
- (4) Restoration of essential utilities;
- (5) Restoration of essential program functions; and
- (6) Coordination among appropriate stakeholders.

**4.4.8** The Emergency Management Program has procedures to guide situation analysis and damage assessment, situation reporting and incident action planning.

**4.4.9** The Emergency Management Program has a method and schedule for evaluation, maintenance, and revision of the procedures identified in Standards 4.4.7 and 4.4.8.

**Conclusion:** Sampson County has a very in-depth resource of plans, policies, procedures, etc.





**Recommendation:** Develop strategies to continually update and improve your plans. Ensure stakeholder involvement in the planning process and incorporate training and exercises to ensure compliance and understanding. Major benefits arise from the planning process, not so much the actual plan. Seek opportunities to create checklist and quick reference materials to ease the stress during major events and gain policy/procedure compliance.

#### **4.5: Incident Management**

##### **Overview**

An Accredited Emergency Management Program has an incident management system in place to analyze emergency situations and provide for clear and effective response and recovery.

4.5.1 The Emergency Management Program has formally adopted an incident management system. The system includes but is not limited to the following concepts:

- (1) Modular organization;
- (2) Unified command;
- (3) Multi-agency coordination;
- (4) Span of control;
- (5) Common terminology;
- (6) Action planning process;
- (7) Comprehensive resource management;
- (8) Integrated communications; and
- (9) Pre-designated facilities.

4.5.2 The Emergency Management Program has designated a single point of contact to serve as the coordinator for incident management system implementation.

4.5.3 The Emergency Management Program has procedures that address coordination activities among all personnel with an emergency response role including superior, subordinate and lateral elements, as well as neighboring jurisdictions.

4.5.4 The incident management system includes specific organizational roles and responsibilities for each incident management function.

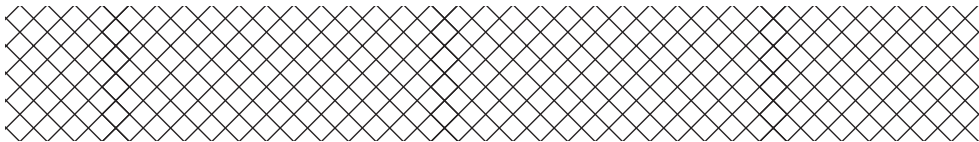
4.5.5 The Emergency Management Program identifies personnel required to fulfill specific incident management system roles.

4.5.6 The Emergency Management Program personnel receive training on its incident management system.

4.5.7 The Emergency Management Program has a method and schedule for evaluation, maintenance, and revision of the procedures identified in Standard 4.5.3.

**Conclusion:** Sampson County has formally adopted the National Incident Management System.

**Recommendation:** Embrace this as the backbone and ensure training compliance throughout the partner agencies. Look for opportunities to continually improve NIMS training and understanding for all responders. Seek key individuals to train up to meet critical Command and General staff ICS roles. One strategy is that you adopt the Local Incident Management Team training as a minimum and work to the 0-305 Incident Management Team level over the next 3-5 years.



#### **4.6: Resource Management, Mutual Aid and Logistics**

##### **Overview**

An Accredited Emergency Management Program includes systematic identification of resource requirements, shortfalls and inventories consistent with the HIRA and agreements needed in preparation for an emergency/disaster and as needed during response and recovery.

**4.6.1** The Emergency Management Program has a resource management system that addresses the hazards identified in Standard 4.1.1. The system includes procedures to identify, locate, acquire, store, maintain, test, distribute, and account for resources used in emergency/disaster operations.

**4.6.2** The resource management system procedures further address the following:

- (1) Mobilizing resources prior to and during an emergency;
- (2) Dispatching resources prior to and during an emergency; and
- (3) Demobilizing or recalling resources during or after an emergency.

**4.6.3** Resource management objectives are established by conducting a periodic gap analysis. The gap analysis identifies resource needs and shortfalls that are prioritized and addressed through a variety of initiatives, which can include the budget process, executive process, mutual aid agreements, and memoranda of understanding, contractual service agreements, or business partnerships.

**4.6.4** The resource management system addresses acceptance, management of donated goods, materials, services, personnel, financial resources and facilities whether solicited or unsolicited.

**4.6.5** The Emergency Management Program maintains mutual aid agreements, contractual service agreements, memoranda of understanding, or regional or other arrangements that provide additional resources.

**4.6.6** The Emergency Management Program has a method and schedule for evaluation, maintenance, and revision of the elements of Standard 4.6.

**Conclusion:** Sampson County has participated in local and regional Resource Management activities.

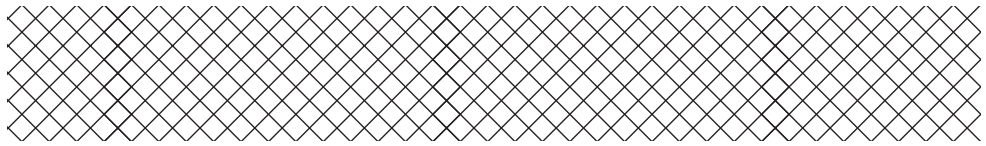
**Recommendation:** Develop a long range strategy to meet the resource needs identified in the gap analysis of the THIRA. Look for opportunities to partner with other local and regional agencies to accomplish Whole Community goals. Participation in the Domestic Preparedness Regions (DPR) Grant Program, Hazard Mitigation Grant Program, and Emergency Management Planning Grant program are potential funding sources.

#### **4.7: Communications and Warning**

##### **Overview**

An Accredited Emergency Management Program has communications, alert and notification and warning plans that provide for using, maintaining, and augmenting the equipment necessary for efficient preparation for, response to and recovery from emergencies/disasters.

**4.7.1** The Emergency Management Program has a plan to communicate internally and externally with stakeholders (higher, lateral and subordinate) and emergency personnel. System interoperability has been addressed and the plan has been designed for the hazards identified in Standard 4.1.1 and requirements of the Program's potential operating environments. Communications systems support all components of the emergency operations and recovery plans, and includes redundancy to provide alternative means of communication in case of failure in primary system(s).



4.7.2 The Emergency Management Program has a plan to initiate, receive, and relay notifications to alert key decision makers and emergency personnel. The plan has been designed for the hazards identified in Standard 4.1.1 and requirements of the Program’s potential operating environments. Notification systems support all components of the emergency operations and recovery plans, and includes redundancy to provide alternative means of notification in case of failure in primary system(s).

4.7.3 The Emergency Management Program has a plan to disseminate emergency alerts and warnings to the public potentially impacted by an actual or impending emergency and to communicate with the population within its jurisdiction. The plan has been designed for the hazards identified in Standard 4.1.1 and requirements of the Program’s potential operating environments. Alert and warning systems include redundancy to provide alternative means of warning in case of failure in primary system(s). The plan addresses dissemination of alerts and warnings to vulnerable populations as defined by the Emergency Management Program.

4.7.4 Communications, notification, and alert and warning systems are tested on an established schedule, results documented and corrective actions addressed.

4.7.5 The Emergency Management Program has procedures for the operation of the communications, notification, and alert and warning systems. The procedures address the hazards identified in Standard 4.1.1 and requirements of the Program’s potential operating environments and clearly delineate any decision-making processes or pre-determined criteria.

4.7.6 The Emergency Management Program has a method and schedule for evaluation, maintenance, and revision of the Plan(s) identified in Standards 4.7.1, 4.7.2, and 4.7.3 and the procedures identified in Standard 4.7.5.

**Conclusion:** Sampson County has recently looked at implementing an Emergency Notification System commonly known as Reverse 911.

**Recommendation:** Develop the specifications and send out for bid. There are dozens of these companies working in N.C. and the market is very competitive. We would suggest including Integrated Public Alert and Warning System (IPAWS) as a minimum standard.

## **4.8: Facilities**

### **Overview**

An Accredited Emergency Management Program has facilities for conducting Emergency Management activities.

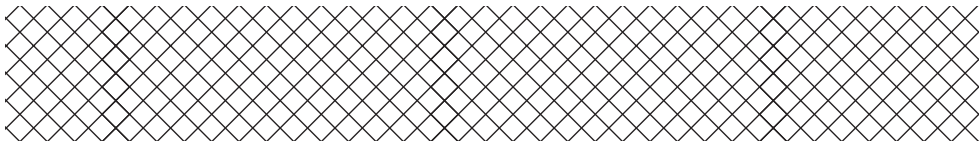
4.8.1 The Emergency Management Program has a primary and alternate facility capable of coordinating and supporting sustained response and recovery operations consistent with hazards identified in Standard 4.1.1.

4.8.2 The Emergency Management Program has tested procedures for activation, operation, and deactivation of primary and alternate facilities.

4.8.3 The Emergency Management Program has a method and schedule for evaluation, maintenance, and revision for procedures identified in Standard 4.8.2.

**Conclusion:** Sampson County has accomplished some planning activities towards an updated facility to include an Emergency Operations Center.

**Recommendation:** Continue to review the planning documents with staff and partners to solicit input and project buy-in.



#### **4.9: Training**

##### **Overview**

An Accredited Emergency Management Program has a training program that includes the assessment, development and implementation of training for Program officials, emergency management response personnel and the public.

**4.9.1** The Emergency Management Program has a training program composed of training needs assessment, curriculum, course evaluations, and records of training. The training needs assessment addresses all personnel with responsibilities in the Emergency Management Program, including key public officials. The Emergency Management Program has a method and schedule for evaluation, maintenance, and revision of its training needs assessment and training program.

**4.9.2** Training is regularly scheduled and conducted in conjunction with the overall goals and objectives of the training program. Training is based on the training needs assessment, internal and external requirements and mandates, and addresses deficiencies identified in the corrective action process.

**4.9.3** Emergency personnel receive and maintain training consistent with their current and potential responsibilities. Specialized training related to the hazards identified in Standard 4.1.1 is included in the training program.

**4.9.4** Records are maintained for the training program, including names of those who received training and the types of training planned and conducted. The length of time training records will be maintained is specified in the training program.

**Conclusion:** Sampson County has participated in limited Emergency Management related training activities.

**Recommendation:** Develop a long range plan of who needs what level of training and coordinate this into their annual performance appraisal system. Guide and support employees towards credentials such as the NCEM Associate or Executive Level EM Coordinator standards. The IAEM Certified Emergency Manager (CEM) is also an excellent credential to verify compliance with a training standard. A Training and Exercise Plan example and template have been provided to staff.

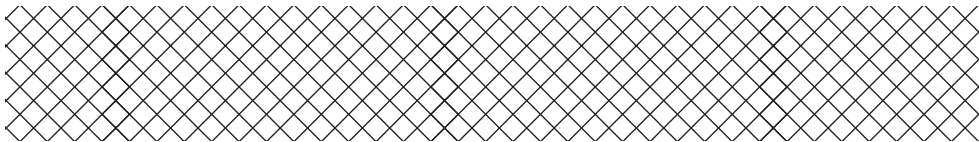
#### **4.10: Exercises, Evaluations and Corrective Actions**

##### **Overview**

An Accredited Emergency Management Program has an exercise, evaluation and corrective action process that regularly tests the knowledge, skills and abilities, and experience of emergency personnel as well as the plans, policies, procedures, equipment, and facilities.

**4.10.1** The Emergency Management Program has an exercise program based on the hazards identified in Standard 4.1.1. The exercise program regularly exercises:

- (1) Personnel;
- (2) Plans;
- (3) Procedures;
- (4) Equipment; and
- (5) Facilities.



4.10.2 The Emergency Management Program evaluates plans, procedures, and capabilities through periodic reviews, testing, post-incident reports, lessons learned, performance evaluations, exercises, and real-world events. The products of these evaluations are documented and disseminated within the Emergency Management Program, including stakeholders and selected partners.

4.10.3 A process for corrective actions is established and implemented to prioritize and track the resolution of deficiencies.

**Conclusion:** Sampson County has participated in prior Exercises, Evaluations and Corrective Actions.

**Recommendation:** Develop a five (5) year HSEEP compliant exercise schedule that includes a combination of workshops, tabletops, functional, and full-scale exercises to test all aspects of your Emergency Operations Plan and threats as identified in the THIRA. A Training and Exercise Plan example and template have been provided to staff.

#### 4.11: Emergency Public Information and Education

##### Overview

An Accredited Emergency Management Program has a Public Information and Education function that outlines public education and information activities for the different hazards the Program responds to.

4.11.1 The Emergency Management Program has a plan for its crisis communications, public information and education function. The plan is designed to inform and educate the public through various media about the hazards identified in Standard 4.1.1, threats to public safety, and risk reduction. The plan provides for dissemination of information to protect public health and safety, including response to public inquiries and rumors.

4.11.2 The Emergency Management Program has procedures that include:

- (1) Identification of a central contact for the media;
- (2) Trained spokespersons designated to deliver the Emergency Management Program's message, appropriate to hazard and audience;
- (3) pre-scripted information bulletins about hazards, preparedness measures, and protective actions;
- (4) Coordinating and authorizing information for release;
- (5) A method to communicate with at-risk populations;
- (6) Interfacing with public officials/VIPs; and
- (7) Responding to public inquiries and providing rumor control.

4.11.3 Procedures to support a joint information system and center are in place and tested.

4.11.4 The Emergency Management Program conducts outreach activities that address the hazards identified in Standard 4.1.1, for the public, including at-risk populations.

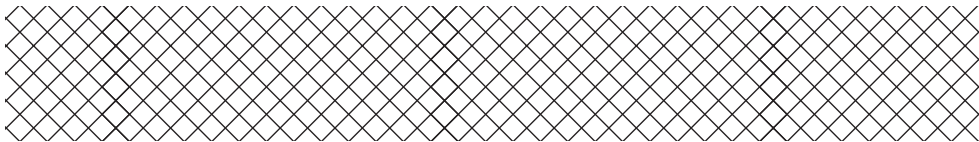
4.11.5 The Emergency Management Program has a method and schedule for evaluation, maintenance, and revision of the plan and procedures identified in Standards 4.11.1, 4.11.2, and 4.11.3.

**Conclusion:** Sampson County has participated in prior Public Information and Education activities.

**Recommendation:** Develop strategies to share information about prevention activities with the citizens, partners, stakeholders, etc. such as the following:

1. Continue to improve and build upon the County's social media presence to include website, Facebook, Twitter, Instagram, etc. These are cheap and easy opportunities.
2. Other examples may include slogans, billboards, signage, etc.
3. The creation of a speaker's bureau to provide presentations to any and all civic groups, community organizations, and public forums.





# Fire Division

## **Sampson County Fire Marshal Review and Recommendations**

The Sampson County Fire Marshal's Office provides the following services to the people of Sampson County:

- Fire Investigation.
- County Fire Department Technical assistance.
- Fire Prevention Education.
- Fire Prevention Code Enforcement.
- Assistance with Emergency Management Activities

County Fire contracts should be updated, and signed by current personnel (Sampson County Administration and County FD Chiefs).

**Recommendation: Finalize ongoing efforts to update the contracts in a timely manner that meets local, state, and federal guidelines should be implemented once the current contracts are updated.**

County fire departments are currently using several different Record Management Systems (RMS) to capture call reporting, departmental training, and personnel data. Utilizing multiple systems can create an issue with providing accurate information to the state. The county also may miss opportunities to show through accurate data current trends that could show the need for additional funding that would provide more efficient and safer response.

**Recommendation: Develop a plan to standardize record management.**

In addition to their assigned duties, the Fire Marshal division is also responsible for Emergency Management duties. Sharing the responsibilities for two unique and vital roles can create an opportunity to not realize the full potential of either division.

**Recommendation: Consider hiring an Emergency Management Coordinator and separating the duties of each division within EM would allow for more efficient operations.**

The addition of part time staff in the Fire Marshal division may allow the division to meet the state inspection schedule for all required locations in the county.

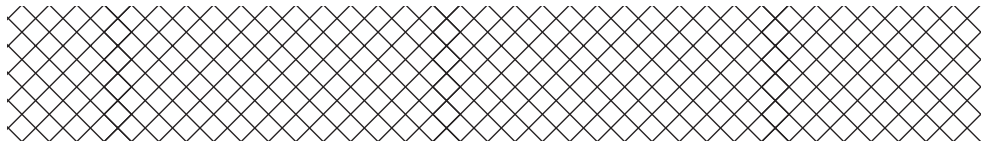
**Recommendation: Hire additional part-time staff to assist with the inspections needs.**

The Fire Marshal division should work to develop a better relationship with the county fire chiefs.

**Recommendation: The FM division should focus on working with each department to be better prepared to receive the best possible ISO ratings, and to ensure the county provides the necessary support to meet the needs of the citizens of each fire district. Operational policy should be left up to the departments. By encouraging and initiating conversations a better working relationship between the fire departments and the FM division may be achieved.**

**Recommend updating current technology that would enhance inspections, investigations and storm events. (computers, mi-fi's, mdt's etc.)**

**Recommend creating standard operating guidelines for fire investigation procedures.**



GIS mapping could help the FM Division with mapping future planning activities, fire investigations, fire department locations, district mapping, etc.

**Recommendation:** A county GIS employee would not only enhance the Fire Marshal Division but other departments in the county.

The county fire ordinance was observed and looked great. Several items were identified which allow for a fee schedule for operational permits, construction permits, plan reviews, inspections fees, civil penalties, fire department hazardous material incident response, intentionally set fires abatement and cost recovery. No recommendations needed.

County fire departments need to have the ability and permission to utilize county hydrants that meet the minimum fire flow needs.

**Recommendation:** The FM division should continue to develop relationships with the county utility department and work towards an agreement that meets the needs of the fire departments. FM division should work to develop procedures for the use of hydrants that can be used throughout the county.

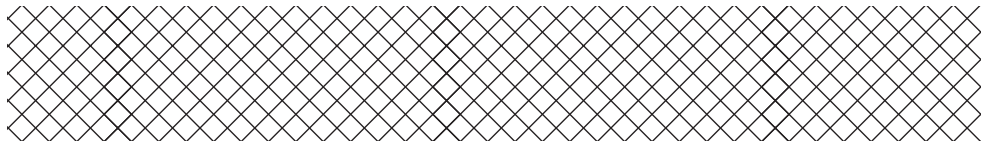
*County Administration Note: The county water system was designed to provide potable water to rural residents. Likewise, pressure to support fire flow was not a significant component of design. Moreover, this information has been shared numerous times as verified with the EM Director. The public works department makes every effort to assist with providing water where possible.*

**Capital Needs – Recommendation:** FM division should work to develop a Capital Improvement plan that will meet the needs of the division now and in the next 3-5 years. The plan should also address facility needs.

The ES Director should work with all division heads to develop better communications that encourage honest and open conversations that allow buy-in from all division heads.







Addressing, ESN issuance, CAD Database Maintenance and some GIS work is performed by an employee.

There are issues obtaining DCI training due to the Regional Coordinator's position being vacant.

### **Facilities**

The Communications Center has no room for expansion without sacrificing something. There is no available space in the Center. A fifth console is planned but it will cause something else to be removed.

Flooding is an issue with the whole building. A summer thunderstorm can cause flooding in the parking lot with seepage into the building.

The Backup Center is too small to adequately hold the complement of personnel and equipment required to perform the task if the Main Center goes down. It also has suffered water issues.

### **Financial**

There is a possible misunderstanding of the NC 911 Board Fund rules. There is a reported Fund Balance of \$756,000.00. These are funds that can be utilized for equipment for the Main and Backup Centers as well as training. Also yearly disbursements are based on a 5 year rolling average of expenditures as well as the 20% carry-forward rule. Any interest made must go back into the fund. Saving these funds only hurts future disbursements.

Currently, full time personnel are given compensatory time for overtime. When taken, a part time person must be paid to fill the slot.

### **Goals**

There are goals the Management staff would like to accomplish:

They are sending Supervisory staff to NIMS 300 and 400 training.

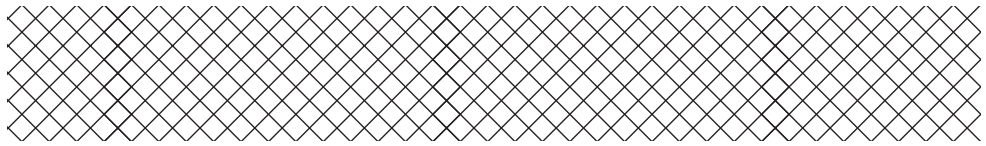
They would like to add a Telecommunicator for peak times.

They would like for themselves and staff to be able to attend conferences at the national and state levels as well as educational opportunities and to stay up to date on changes in the 911 Industry.

They are attempting to update the SOG/ Training Manual. Johnston County will be providing assistance with this process as needed.

They are looking at sending personnel to an Emergency Telecommunicator (ETC) certification. This is a Basic Telecommunicator course but would also benefit veteran employees as well.

There is a problem with EcATS reporting calls coming in sooner than they actually do. 911 calls ring for 3-4 seconds to the caller before ringing in the Center causing answer times to be below the 90% in 3 rings standard. Staff is working with CenturyLink, EcATS and the 911 Board about this.



## Recommendations

We realize that funding is the basis for instituting any recommendation made here. We also realize that funding is not always available. With that we offer these recommendations as a foundation for short and long range planning for the Communications Center. As Sampson County has suffered through the same Hurricane-related events as most of the members of this group, and also being aware of the taxing nature day-to-day operations can be, you know that the 911 Center is the backbone of all response and is truly the First First-Responder.

As these recommendations are made please know this finding: You have an absolutely dedicated Management team in the Communications Center and in Emergency Services. They are absolutely dedicated to their responsibilities to the citizens of Sampson County, their job, and their profession. They are dedicated to the premise that the job must happen regardless of the circumstances and will exhaust all possibilities to see that it happens both in times of normalcy and disaster.

**1. Space.** Space is a premium in the Emergency Services building. The 911 Center has no place to really grow. Any improvement, such as the addition of the fifth console, results in the loss of space that was dedicated to another use. Hurricane Florence stressed the space situation to the maximum with the 8 extra TERT personnel that were here from Georgia plus additional EMS and EMS resources.

**2. Backup Center.** The Backup Center located at the Clinton Police Department is undersized and has had water issues. Efforts should be made to relocate to a facility such as a Fire Department in the County that may have space or a County facility that may have space. 911 Board funds can be utilized for radio consoles, console furniture, CAD computers, CAD systems, a generator (prorated if a shared facility), etc. Also regional solutions with neighboring counties may be explored. Backup center needs to be located outside of the Clinton area if possible and maintained / tested regularly.

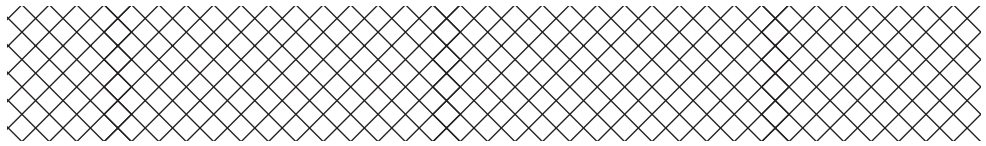
**3. Telecommunicator Pay.** Telecommunicators are salaried below the average for Centers of this size. A pay study should be implemented to raise the starting salary of a Telecommunicator. An in-grade step system to reward longevity should be established. Supervisor differential should be increased and the Assistant Supervisors should be given a differential also. Also, consider reclassifications for the Manager and Assistant Manager positions. Consider creating a career ladder for personnel. Telecommunicator I, II, Master Telecommunicator, etc.

**4. Overtime.** The practice of compensatory time for Telecommunicator overtime should be abolished and replaced with pay at time and a half . This will be more cost effective in the long run as then you are not paying a full salary to someone to replace the person who is not being paid to be off. This reduces the amount of days that have to be covered by part time personnel.

**5. Field Training Officer (FTO) Differential.** A pay increase for persons who act as FTO's. These are the Telecommunicators who train persons at the console after they receive their initial training.

**6. Create an initial training program and training manual.** This is a goal of the Manager. Documentation of the initial training of Telecommunicators is very important from a performance and liability point of view.

**7. The Association of Public-Safety Communications Officials and National Emergency Number Association (APCO and NENA) membership.** Membership in the 2 organizations in Emergency Communications opens up the Telecommunicator to training and information opportunities in Emergency Communications. Also interaction with fellow members at conferences and meetings is a great educational opportunity at the local, state, and national levels. With membership packages, it is not expensive for all personnel to receive some type of membership in both organizations.



8. **Emergency Telecommunicator (ETC) certification.** This is a Basic Telecommunicator course taught through the International Academies of Emergency Dispatch. It can be paid for with 911 Board Funds including travel costs.

9. **Currently, training is provided by the EMS Training Officer.** It would be our recommendation to create a full time training position in Communications. This would allow a single person to handle the authoring of a new personnel training manual, to train new personnel, maintain training records, see to the continuing education of current personnel and to conduct required Quality Assurance (QA) of EMS calls with the AQUA program.

10. **The AQUA program, which is the QA program for the National Academies' EMD program, is not working.** This needs to be repaired. Costs for AQUA are 911 Board funds eligible.

11. **A designated vehicle for the Division should be provided.**

12. **Consider establishing a County GIS Department or at least a full-time GIS Manager.** The person who does Addressing is going out on each physical address to assign it plus maintains the CAD database, ESN database, plus enters changes in the GIS system on a limited basis. In the Next Generation 911 arena, GIS information is going to drive response as calls will be routed on a geospatial basis. The accuracy of this information will be imperative.

13. **There appears to be a disconnect between the various entities concerning the 911 Board funds and their usage.** It would be recommended that Finance Department staff attend a NC 911 Board Finance Officer meeting to interact with Board staff and get a better understanding of the financial reporting requirements as well as eligibility rules. Also the Communications Manager should be an integral part of the process of authoring the report at year's end. It is feared that general fund monies are being spent on 911 Board fund eligible items costing the County money in the end. Also the Communications Manager and Assistant Manager should consider taking the NC PSAP Manager's Course sponsored by the NC 911 Board and delivered totally online by Richmond Community College. It is a multi-week course that delves into many areas of PSAP management specific to North Carolina including the Board rules, Board fund, as well as eligibility issues and the reporting form. It is college level work and is well worth the time and effort. In the meantime, assistance is available from the 911 Board staff and other PSAP Managers who are more than willing to assist you.

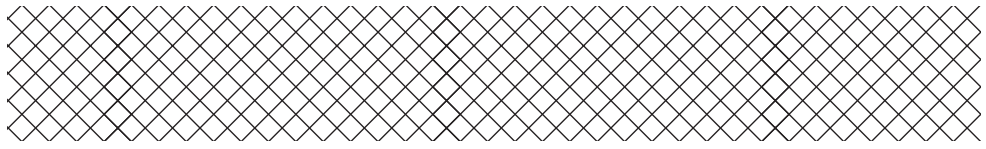
### Storm Issues

When asked about issues during Hurricane Florence, Management staff indicated that while the system was stressed, there were no real issues except for the flooding issue at the facility. Staff advised Communications Staff was utilized in the EOC but they had the 8 TERT members from Georgia so there were no gaps in coverage. The only need she could identify was space for additional consoles.

### Conclusion

In closing, it can be said that improvements have been made under the present Manager and Assistant Manager. Running a PSAP is not easy with all of the facets involved such as CAD, EMD, DCI, radio consoles, towers, base stations, UPS units, generators, etc. You have a great team in place that is ready, capable and willing to make improvements and initiate projects that will improve the system and service to the Citizens of Sampson County. As we should know, the 911 system is the backbone and the driver of all Emergency services. Without 911 services, calls would go unanswered, citizen lives and property would be destroyed.

It definitely was a pleasure being able to come down and sit on this peer review panel. We learned a lot ourselves and we hope that all of us working together can help provide some great assistance to you all and the citizens of Sampson County. You definitely have a wonderful group of people and they all have the desire to move the Emergency Communication Division into the future of 911 and NG911.



# Emergency Services/Administration

As a county department Emergency Services must be committed to establishing and maintaining progressive emergency services that are based on the principles of teamwork, cooperation, mutual respect and an awareness of the needs of Sampson County and its citizens. Following our visit it is obvious that Sampson County employees are striving to meet these objectives on a daily basis. The role of administration in this process must be to promote teamwork and develop clear lines of communication between and within each division of the department. This effort should be designed to encourage and promote employee input at all levels of the organization. In addition, administration must continually work to build and maintain strong relationships with emergency service partners in the community. Finally, it is crucial that the needs of the department and its community partners be communicated to county leadership.

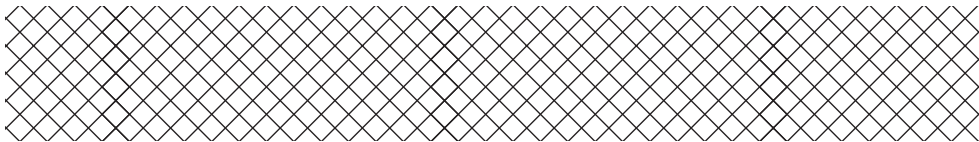
## Study Conclusion

In summary, the Sampson County EMS Resource Team finds that your emergency services system is functioning quite well. These recommendations are intended to help you make improvements and to provide positive support for your operations.

In the weeks since the Resource Team site visit, the participants drafted and submitted reports in the areas to which they were assigned by the NCACC for compilation and completion. These reports have been reviewed by all team members and are presented in the format deemed appropriate by those conducting the review within these specific divisions.

We hope that you will receive these recommendations in the spirit in which they are given: that we learn valuable lessons from each other and we share with Sampson County a desire to have the best possible emergency services operation within the resources available. Based on the many years of experience by this peer group, we think these ideas provide viable, actionable, and reasonable opportunities to deliver optimum services to your citizens.





# Attachment A - County Letter



January 10, 2019

Mr. Kevin Leonard  
Executive Director  
North Carolina Association of County Commissioners  
353 East Six Forks Road, Suite 300  
Raleigh, North Carolina 27609

Dear Kevin:

It is our understanding that one of the valuable services available from the NCACC is your organization's assistance in convening and facilitating Resource/Consultation Teams to conduct comprehensive assessments of programs and departments. At their regularly scheduled meeting on January 7, 2019, the Sampson County Board of Commissioners voted unanimously to seek such assistance for an assessment of our Sampson County Emergency Services Department.

Since the establishment of a full-fledged Human Resources department a little over a year ago, Sampson County has been focused on customer service throughout our local government and the development of processes and training that allow all our employees to reach and maintain the level of customer service we aspire to. However, our recent experiences with Hurricane Florence have prompted us to shift our focus more specifically to our emergency functions and facilities and to a review and revamp of all our emergency response plans. Thus, it seems an opportune time to complement both of these efforts with a "peer review" of our Emergency Services Department.

Our Emergency Services Department includes emergency management services, emergency medical services (paramedic level), 911 telecommunications, fire marshal services, and property addressing. We do see a need to evaluate these operations to ensure that we are operating consistently with the expectations of our Board, our citizens, and our partner agencies. Some areas for possible review include:

- **Organizational Structure; Management and Supervisory Practices**
- **Standard Operating Procedures and Policies**
- **Regulatory Compliance**
- **Training**
- **Recruitment, Hiring and Retention of Qualified Credentialed Staff**
- **Customer Service and Relationship with Community Partners**
- **Employee Satisfaction**

406 County Complex Road, Building C | Clinton, North Carolina 28328  
(910) 592-6308 | [www.sampsonnc.com](http://www.sampsonnc.com)

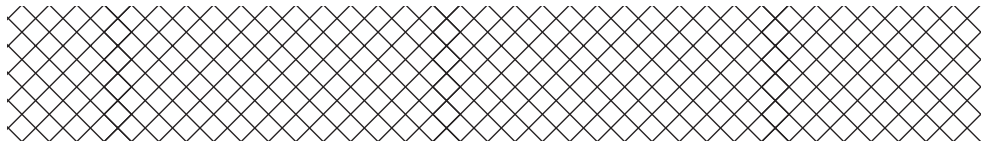
Leonard, Kevin (NCACC)  
January 10, 2019  
Page 2

Of course, we would welcome a preliminary discussion with the appropriate staff members to further define the review parameters. Sampson County benefitted years ago from such process with our Tax Office, so we are aware of the value of this process and look forward to the possibility of engaging with the Association again as soon as possible.

Sincerely,

Edwin W. Causey  
County Manager

Cc: Neil Emory, NCACC Outreach Associate  
Ronald Bass, Emergency Services Director



# Attachment B – EMS Questionnaire

These questions were submitted to various staff to assess current circumstances as well as perceived needs.

## Organizational Structure & Responsibilities

1. Briefly describe the makeup of your county such as square miles, population, municipalities etc.

*962 Square Miles with 70,000 population. Contains the towns of Autryville, Garland, Harrells, Newton Grove, Roseboro, Salemburg and Turkey.*

2. Briefly provide an overview of your organization as a whole (Emergency Services) and then your division as it relates to the structural makeup. Provide Organizational Chart if possible.

3. Describe the county's responsibilities for 911 coverage.

*Emergency Calls only from 911, paged on UHF pagers and Claxton System. 800 Portables/mobiles along with Active 911.*

4. Describe any other 911 coverage capabilities within your county. (Rescue Squads / EMS System).

*Paramedic ambulances by county along with Paramedic QRVs. Volunteer Rescue Squads assist at night. VRS are paid an average of \$31,000.00 per year plus \$30.00 per call. The County buys all ambulances and pays volunteer's workers compensation premium.*

5. Describe any first responder programs within your county.

*Three FDs- Harrells, Clement, and Vanns Crossroads- provide first responder service. FDs are paid \$3000.00 per year for FRSP. A medic is dispatch to every call no matter the acuity. Some FDs provide extrication and are paid \$6000.00 per year.*

6. Describe any programs in place for convalescent transports within your county.

*NorthState Transport does all convalescent transports.*

7. Describe locations in which EMS units are housed.

8. Provide a coverage / unit housing map for your county. (Include Response Areas).

9. Provide number of full time and part time employees for EMS.

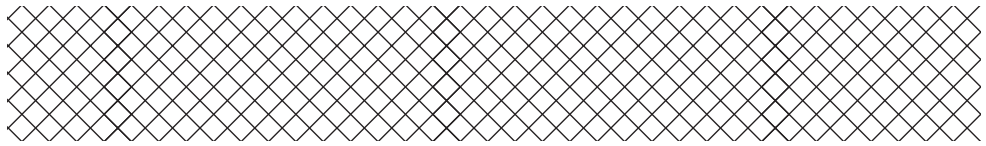
*46 full-time and 15 part-time.*

10. What certification of personnel are units staffed with on 911 and convalescent sides?

*2- EMT Basic, 6- Advanced EMT, 38 Paramedics*

11. Provide number of 911 calls per year. Separately provide convalescent calls per year.

*10,700 per year. 47% in Clinton area and 11.5% in Roseboro.*



12. Describe the in county facilities in which 911 calls are transported to. (Trauma Centers?)

*10,700 per year. 47% in Clinton area and 11.5% in Roseboro.*

13. Describe out of county facilities in which 911 calls are transported to. (Mileage from county line)

*Wake Medical- 40*

*Cape Fear- 30*

*New Hanover- 50*

*Time and distance must be analyzed based on time of day and traffic*

14. Provide Response Time Averages for in county 911 system units to include:

Average Chute Time, Average Response time, Average At patient time, Average On scene time, Average Transport time, Average Transport distance, Average Back in service time from destination.

*Averages:*

*Chute Time- 1.79*

*TOC to on-scene- 10.62*

*TOC to time at patient- 11.87*

*Scene time- 14.07*

*Transport time- 15.73*

*Time at hospital- 19.55*

*Transport distance- 9.8 miles*

15. Discuss long or extended mileage 911 transport times due to size of county.

*Some transports are up to 30 minutes from Sampson Regional*

### **Relationship of Emergency Medical Services with Other Partnering Agencies**

1. As you previously described your own organizational makeup, please elaborate on your day to day relationships and interactions. (Your divisions ex: FM, EM etc.)

*Atmosphere seems to be very good. The interaction amongst divisions seems appropriate.*

2. Is there any strain on these divisional relationships due to staffing needs?

*None noted*

3. Are there any cross-training opportunities between divisions?

*Not any formal training, but informal is good.*

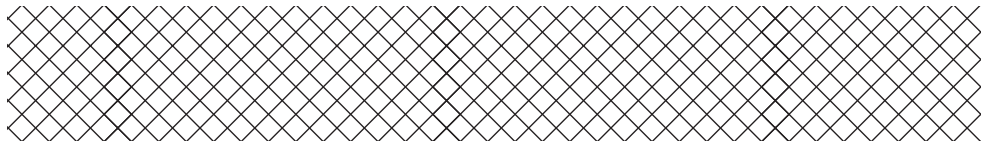
4. Are there any concerns in regards to partnering or sister divisions assisting your division in meeting your needs or goals?

*No issues noted*

5. In storm events or large scale incidents describe divisional partnerships.

*Staff assigned from EMS to the EOC.*





**Customer Service and Relationships with Community Partners**

1. Describe your relationships with other EMS organizations within your county such as rescue squads, other EMS Departments and fire departments within your county.

*No issues*

2. Describe your relationships with Hospitals you transport to within your county.

*Seems good, EMS Training Officer regularly visits hospital to check status of operations.*

3. Describe your relationships with Hospitals you transport to outside of your county.

*Differences exists from facility to facility. Issues can arise due to different systems, bust mostly well.*

4. Describe your relationship with your communication center. (EMD Compliant).

*Relationships are good, but EMS recognizes the 911 Center is strapped for personnel and physical space.*

5. Identify any other external partnerships and describe your relationship with such.

*County Managers Office was mentioned along with the support received during EOC activations.*

**Standard Operating Guidelines / System Plan / Compliance / Medical Direction**

1. Provide a copy of the EMS divisions standard operating Guidelines (S.O.G./S.O.P.).

*Copy not provided*

2. Discuss any quality control procedures in place to ensure reporting criteria meets or exceeds local / state and federal requirements.

*All calls are reviewed by an unfunded Quality Assurance Specialist. Certain call types are also reviewed by the Training Officer.*

3. Discuss P.E.E.R. Review committee makeup, meeting frequency, success or discrepancies of this committee.

*ES Director  
EMS Director  
Medical Director  
College EMS Coordinator  
ER Nurse  
All Rescue Squads  
911 Representative  
NCOEMS*

4. Is EMS System plan in place and updated?

*Copy not provided*

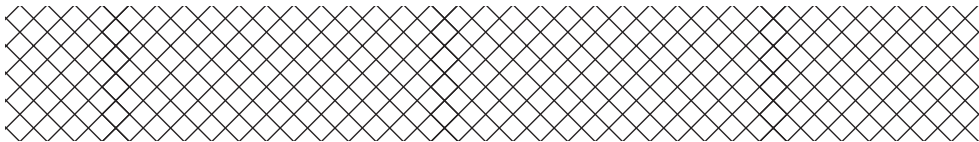
5. Discuss Sampson County's Medical Direction, accessibility to and interaction with this position.

*Mostly by email. Medical Director has no set office hours. Medical Director is contracted to County for \$24,000.00 per year.*

6. What is the name of your incident reporting software?

*EMS Charts*





**Training**

1. Who is your continuing education delivery agency?

*Sampson EMS has delivery agency status. Sampson County Community College*

2. Describe current requirements for staff to maintain their certifications.

*NC Driver's License, Current CPR Card, Current Credential per NCOEMS.*

3. Does Sampson County compensate employees for continuing education?

*Yes, straight time overtime, if it is taken in-house*

4. Do you feel that your training program is well managed? Do you offer any improvements that you would like to see implemented?

*The training officer has been in his position for 6 months. The Director is satisfied with the management of the program. The division would like to have the funding to increase their program by adding manikins, CodeStat and Telemetry.*

5. Do you have field staff in place to offer in service or field training?(FTO'S)

*One per shift. (3) High Schools and (1) College sends students for ride time.*

6. Do you have procedures in place to assist staff in remediation if needed?

*Addressed in policy*

7. Do you feel your EMS training (County Wide) is consistent as far as the information being delivered as well as the delivery methods?

*Majority is in-house. Target Solutions is currently used but may be discontinued soon. The College's Moodle will continue to be used for certain on-line topics. There is no professional development program.*

8. Does your training budget support additional training / certifications that the EMS division would identify as needed to enhance its operational capabilities?

*No, trimmed by 90% in-house*

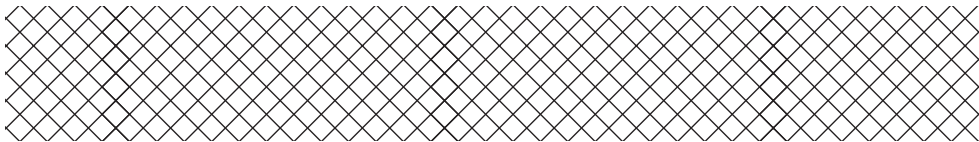
9. Are there any programs, surveys or opportunities for the Training Division or Administration to get feedback on patient care?

*Internal audits only*

**Finance Management / Budget / Capital Needs**

1. Discuss all funding mechanisms for the Sampson County 911 EMS System.

*Budget is funded by County General Fund  
EMS Collection go back to general fund*



2. Discuss all funding mechanisms for the Sampson County Convalescent Transport System.

*N/A*

3. Discuss any funding mechanisms for in county rescue squads, first responder programs and other EMS agencies.

*Rescue Squads receive an average of \$31,000.00 per year from the County and \$30.00 per transport. In addition, the County purchases all ambulances and pays workers compensation for the volunteers.*

4. Who conducts your billing and collections for the 911 and convalescent operations?

*Collington handles billing*

5. What are your annual collections percentage for 911 and convalescent operations?

*EMS Chief has no involvement with billing or collections*

6. Provide last 3 years budgets for the EMS Division?

*Attached*

7. Discuss any grant funding that your division has secured over the last few budget cycles.

*None in last few years. FEMA grant and Duke Endowment have been used in the past for defibrulators.*

8. Discuss how Capital Needs are identified, requested and secured through your county budgeting procedures.

*Division leaders submit to the Department Director then a budget request is send to County Manager. Needs are identified through analysis of data and historical needs. Currently identified needs include: additional crews, powerload stretchers, internet service/CAD in each unit.*

9. Over the last few years in observing operational and manpower expenses what do you feel have been positive attributes as well as negative impacts?

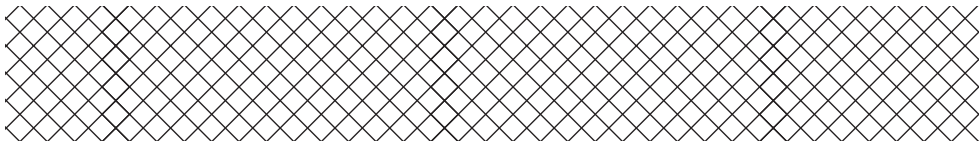
*Facilities seems to be a negative.*

*The addition of safety equipment such as body armor is a plus*

*Implementation of the pay study has been a huge plus but has strapped the budget for operations.*

10. Discuss where you feel Emergency services as a whole and the EMS division currently stands in regards to future growth from a budgetary view.

*Future staffing of crews and proper placement will continue to produce budget challenges.*



Employee Staffing and Morale

1. How do you rate your daily staffing in regards to your projected needs?

*Personnel on FMLA etc. and a few open positions strain the staffing model.*

2. How do you rank your employees pay in regards to surrounding counties and also the state.

*Pay study has them in good shape for now*

3. Does EMS have any recruitment and retention plans currently in place?

*No formal plan*

4. In identifying a national shortage of Paramedics does your agency have any type of academies or other projected ideas to offset this issue?

*High School programs and Community College provide students with an opportunity for ride time with the agency.*

5. Discuss all applicable EMS shift schedules.

*Current 24 on 24 off shift seems appropriate with current call volume. Attention must be paid to the growing resistance to 24 shifts in the EMS industry*

6. How do you compensate your employees?

*New employees have no longevity nor much room to promote.*

7. Discuss conversations or requests from field staff on shift schedule concerns.

*Conversation only arises on very busy days.*

8. What percentage of employees would be retained less than 5 years?

*50%*

9. Does employee staffing create issues such as taking equipment out of service?

*QRVs are occasionally taken out of service due to lack of personnel.*

10. Do you feel that staff has the needed equipment to perform their jobs. What would most staffing say?

*CAD/AVL, better stairchairs and Powerpro to prevent injury.*

11. Is there enough supervision in place to plan, implement and provide safety for your daily function?

*Appears that shift supervisors do well*

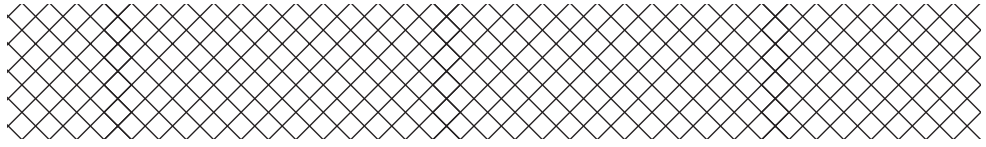
12. Discuss any safety concerns that you have not been able to address or have received feedback from the field staff on.

*Body armor has been provided. Stair chairs and powerpro stretchers would help save on injuries.*

13. Discuss how part time EMS staffing is utilized. How often, pay, benefits and any employee feedback.

14. Discuss any other short falls in staffing, benefits, pay and morale that if corrected would enhance your operation.

*Additional part-time staff would relieve some burden*

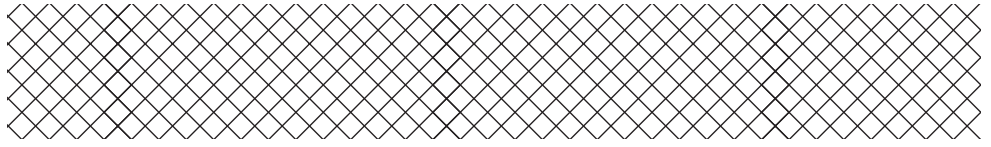


Additional Information

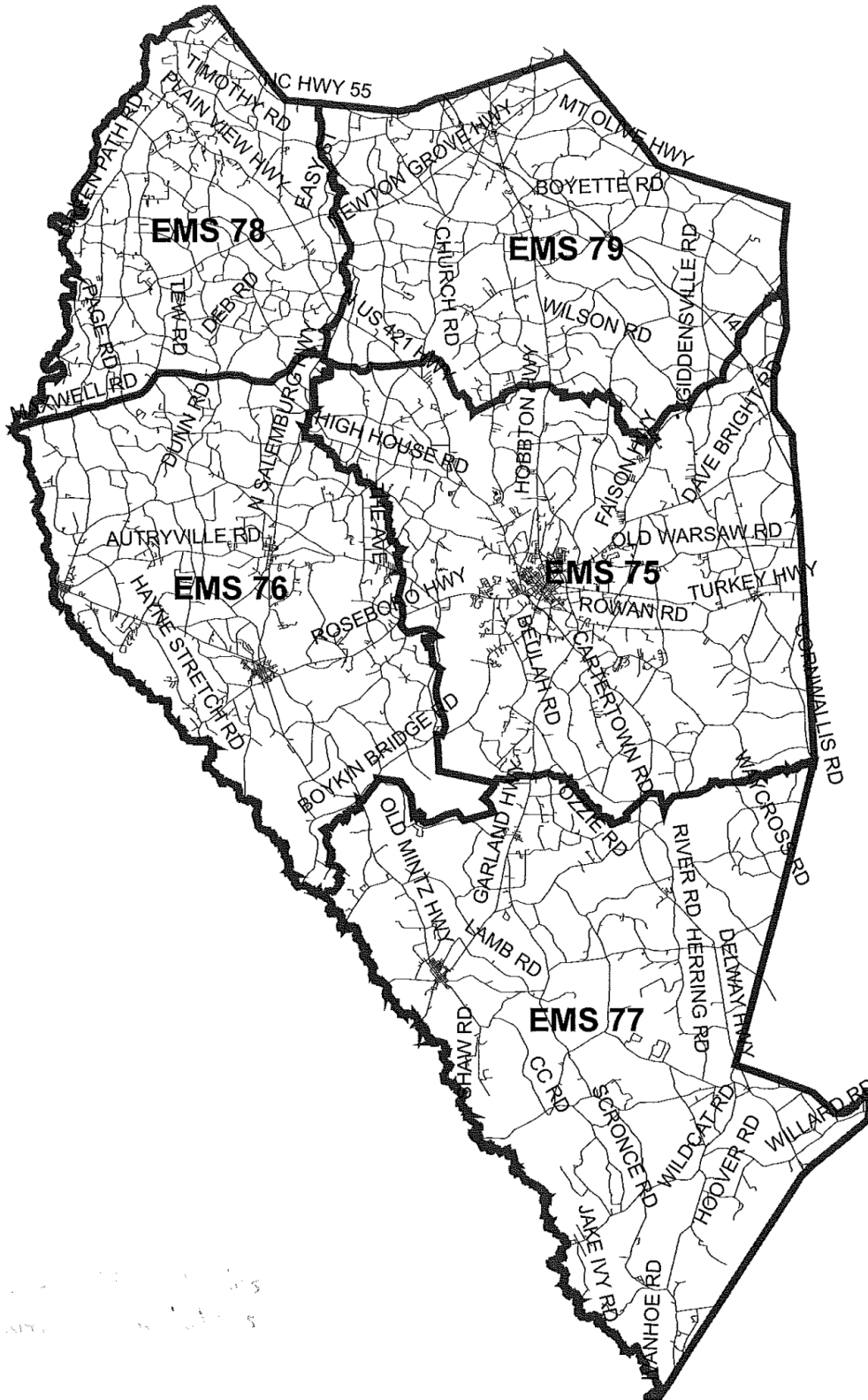
- Provide any additional information that you feel would be relevant to this review?
  - *Are there other options for purchase agreements such as leasing etc.*
  - *Move out of tradition*
  - *Allow division to inform County Manager what they need*
  
- What would you like to see gained from this review?
  - *Become a more proactive organization*
  - *Develop a growth plan*

*Note: A copy of the EMS System Plan, Volunteer Squad Contracts, and the Standard Operating Guidelines for the Division were requested during the interview but not received.*





# Attachment C – EMS Response Areas



# Sampson County Emergency Services

## Notes from Partner Interviews

**Dr. Occhino, Medical Director** – As you know the Medical Director is charged with the oversight of all County care providers. During our discussion Dr. Occhino spoke highly of county EMS personnel and noted their overall willingness to work with others and to provide quality care to their patients. He noted that most employees were very open to his input and accepted correction in a positive manner. (80%) Also, he noted that he couldn't recall a time when a patient had complained to him regarding how they were treated by County personnel.

After reviewing the study findings with the Medical Director I asked him to note any areas of concern he might have:

- While the County has explored several of the recommendations in the report turnover in EMS Leadership has led to delays in actual policy and operational changes. He did note that it was his hope that the County's recent salary upgrades would alleviate this problem in the future.
- He noted that office hours had been mentioned but that he had requested specifics but had not received anything at this point.
- Some employees continue to work additional shifts, which can have an impact on the quality of care provided if the number of hours worked becomes excessive.
- Utilizing training opportunities in the Clinton area can benefit those serving more rural areas. However, some EMS providers are reluctant to take advantage of this opportunity.

Dr. Occhino closed by again expressing his positive view of staff and his overall support for the recommendations noted in the report.

**Dr. Howerton, SRMC** – During our discussion I asked the Doctor to share his thoughts on County Emergency Services:

- EMS – The hospital feels that a good relationship exist between county EMS and the hospital's emergency department.
- EM – While the County and the hospital worked well together during recent events the challenges faced highlighted the need for more pre-

event planning. Noted was the need for a medically staffed shelter to assist with patients, such as those discharged from the hospital.

- Communication with the public prior to the event noting where services would be available would be helpful.

Dr. Howerton closed by noting that he appreciated the fact that he could call upon county leaders, such as the County Manager, to address any issues that might arise.

**Ken Jackson, Fire Chief President** - Chief Jackson shared his prospective on Emergency Services as both a chief and the Chief's Association President:

- County personnel works side by side with volunteers across the county to provide emergency services, unfortunately many times existing communication procedures are not followed on incident scenes. Also, there exist a lack of communication between some county personnel and the fire department where they are housed. (some of these issues appear to exist because of the frequent rotation of county EMS employees between stations) These issues highlight the need for ongoing dialogue between the County and fire departments.
- The County should facilitate an ongoing long range planning process that would identify emergency service needs throughout the County.
- Emergency Management should be a separate division within ES,
- Duties within ES should be assigned in a manner which permits each division to deal with departmental issues. Currently volunteer departments take issues directly to the ES Director.
- Emergency Management meetings prior to events should take into account that many departments must be represented by volunteers.
- Patient care and interaction with patients has been positive.
- While the county has lagged behind other counties in the past current County leadership has taken many positive steps to close the gap.

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO. 3 (b)

Meeting Date:	August 5, 2019	<input type="checkbox"/> Information Only	<input type="checkbox"/> Public Comment
		<input checked="" type="checkbox"/> Report/Presentation	<input type="checkbox"/> Closed Session
		<input type="checkbox"/> Action Item	<input type="checkbox"/> Planning/Zoning
		<input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Water District Issue

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**SUBJECT:** Presentation - Smithfield Foods, Align Renewable Natural Gas Project

**DEPARTMENT/AGENCY:** External Agency - Smithfield Foods

**PUBLIC HEARING:** No

**CONTACT PERSON(S):** Kraig Westerbeek, Senior Director SFD Renewables & HPD Environmental Affairs

**PURPOSE:** To hear a presentation regarding the Align Renewables project

**ATTACHMENTS:** PowerPoint Presentation

**BACKGROUND:**

Mr. Kraig Westerbeek of Smithfield Foods has requested time on your agenda to introduce you to the Align Renewables project. Align is a joint venture between Smithfield and Dominion Energy that will be developing biogas to energy projects in the county.

**RECOMMENDED ACTION OR MOTION:**

No action required



# Transforming the Future of Sustainable Energy & Agriculture




## What is Renewable Natural Gas?

Renewable natural gas (RNG) is methane captured from hog and dairy farms, landfills, food waste and wastewater treatment facilities that is converted into clean, renewable energy to heat homes and power local businesses.

### Benefits

- ✓ Greenhouse gas (GHG) reduction
- ✓ Improved manure management
- ✓ Around-the-clock renewable energy
- ✓ New revenue stream for family farmers



## Turning Hog Manure into Clean, Renewable Energy

- 1 Capturing Methane from the Farm**  
 Methane is captured from covered lagoons or digesters and then transported to a central conditioning facility.
- 2 Converting it to Renewable Natural Gas**  
 The methane captured from multiple farms is processed and converted into renewable natural gas at a central conditioning facility.
- 3 Delivering RNG to Homes and Businesses**  
 Once the RNG is processed to meet pipeline quality standards, it is put into existing pipelines to serve local homes and businesses.



3

## Capturing Methane from Hog Farms

- Manure from hog barns is transferred by underground pipe to an adjacent covered lagoon, known as an anaerobic digester.
- Naturally occurring bacteria breaks down the manure over 6-12 months, generating organic fertilizer and methane.
- The methane generated from anaerobic digestion is pumped to a central conditioning facility.

Most projects consist of clusters of  
**15 – 20 farms**



## Converting Methane into Renewable Natural Gas

- The methane captured from multiple farms is transported to a central conditioning facility, where it is processed to meet pipeline quality standards.
- The RNG is then pumped into existing distribution pipelines to serve local homes and businesses.



## Global Industry Leaders Form Largest RNG Partnership in History



- 50/50 joint venture formed in November 2018
- \$250 million over the next 10 years
- 4 initial projects in NC, UT\* and VA



\*The Utah project is under consideration for Align RNG. It is currently underway as a Smithfield Foods project.



## First Four Projects in North Carolina, Virginia and Utah



### Milford, UT\*

Construction began in 2018  
Operational by late 2019



### Sampson and Duplin Counties, NC

Construction begins in mid-2019  
Operational by mid-2020



### Waverly, VA

Enough energy to power

# 14,000

homes and businesses

Emissions reduction equal to planting

# 14 million

new trees

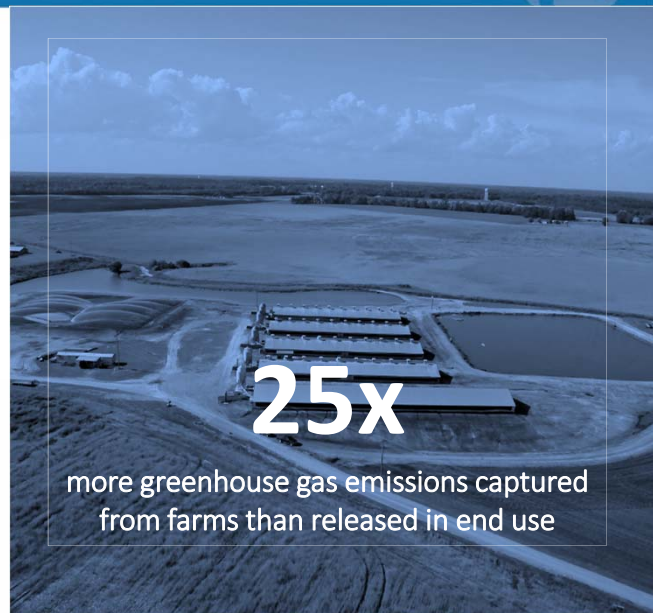


\*The Utah project is under consideration for Align RNG. It is currently underway as a Smithfield Foods project.

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## Dramatic Greenhouse Gas Reduction

- Renewable natural gas is a carbon-negative fuel because it leads to a net reduction in GHG's in the atmosphere.
- The methane captured from hog farms is 25 times more powerful as a GHG than the CO<sup>2</sup> generated when burning natural gas.



25x  
more greenhouse gas emissions captured from farms than released in end use





## Around-the-Clock Renewable Energy

Renewable natural gas generates energy 24/7, 365 days a year and can be used on demand to meet the real-time needs of homes, businesses and utilities.



RNG generates reliable power

**24/7, 365**

days a year



Solar generates reliable power

**25%**

of the time



Wind generates reliable power

**35%**

of the time



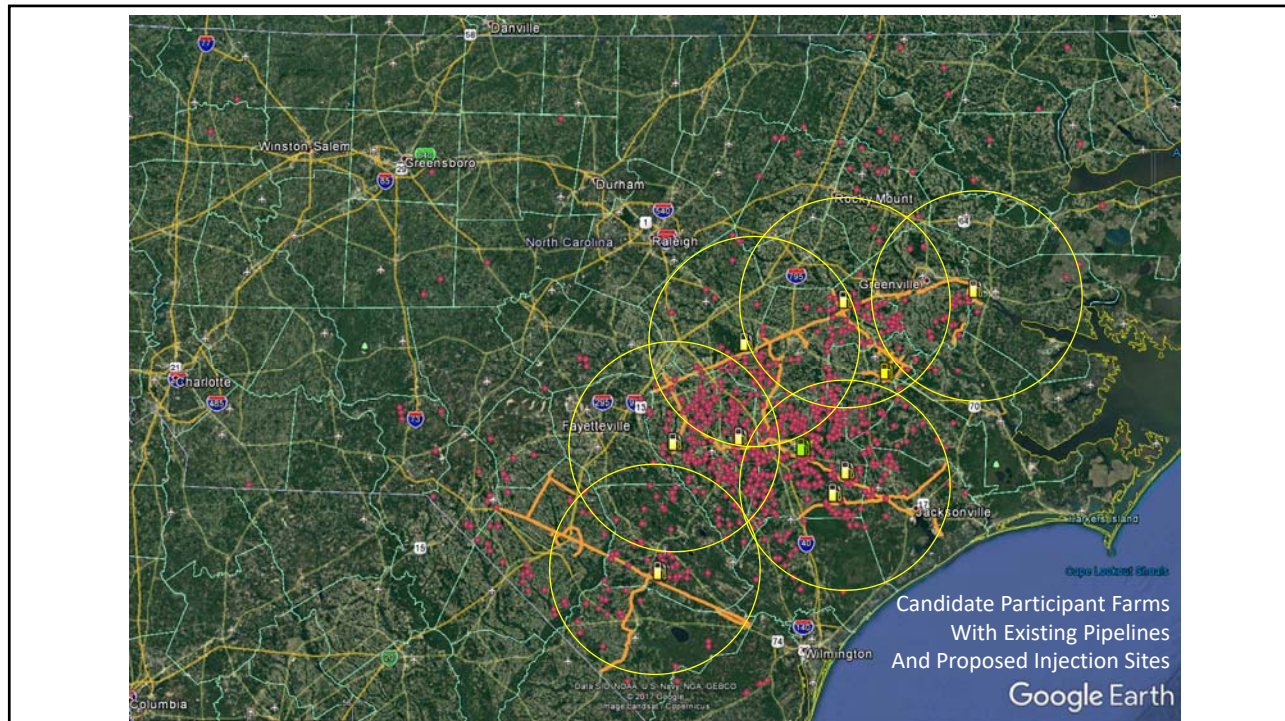
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## New Revenue Stream for Family Farmers

- Waste management is a significant cost for family farmers.
- RNG allows farmers to turn a major cost driver into a new revenue stream.
- Farmers can invest in building the infrastructure on their farms and then share long-term revenues.



10



Thank You

Learn more about Align RNG:  
[www.alignrng.com](http://www.alignrng.com)



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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO. 4 (a-b)

Meeting Date: August 5, 2019	<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:** Inspections and Planning Department

**PUBLIC HEARING:** Item a is not a public hearing  
Item b is a public hearing

**CONTACT PERSON:** Anita Lane, Planning Director  
Joel Starling, County Attorney

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

**ATTACHMENTS:** a: Planner's Memo, Planning Board Minutes, Preliminary Plat Exhibits  
b: Draft Ordinance, Hearing Notice

**BACKGROUND:**

- a. Consideration of Preliminary Plat for Goose Creek Subdivision Ms. Lane will review the request for approval of the preliminary plat submitted by RP Wellons Lane and Development for the 17-lot Goose Creek Subdivision. The Sampson County Planning Board has unanimously recommended approval of the plat contingent upon: (1) the completion of a NCDOT driveway permit; (2) submission of an appropriate erosion control plan; (3) acquisition of appropriate permits from Piedmont Natural Gas and Sampson County Public Works; (4) compliance with all other requirements for final plat approval contained in the subdivision regulations; and (5) to the extent that the subdivider intends to presell or prelease unrecorded lots, that all contracts or leases contain the provisions found in Article III, Section 303 of the subdivision regulations.
- b. Public Hearing – Proposed Flood Damage Prevention Ordinance As a condition of continued eligibility in the National Flood Insurance Program, the County is required to adopt new language related to flood plain management in our Flood Damage Prevention Ordinance. Revisions to the ordinance necessitate a public hearing. The Chairman should open the hearing and call upon County Attorney Joel Starling to review.

**RECOMMENDED ACTION OR MOTION:**

- a. Motion to approve preliminary plat with contingencies set forth by the Planning Board
- b. Motion to adopt the revised Flood Damage Prevention Ordinance

## ***Sampson County Inspections & Planning Department***

405 County Complex Rd. STE 110

Clinton, North Carolina 28328

(910) 592-0146 (T) (910) 596-0773 (F)

To: Ed Causey, County Manager  
From: Anita H. Lane, Senior Planner  
Subject: July 15, 2019 Sampson County Planning Board Meeting  
Sampson County Board of Commissioners Meeting August 5, 2019-Agenda Items  
Date: July 22, 2019

The following request was addressed and unanimously recommended for approval with conditions by the Sampson County Planning and Zoning Board at their July 15, 2019 meeting.

**Preliminary Subdivision Plat**- A 17 Lot preliminary plat request by RP Wellons Land and Development, located on Hawley Road in the Plainview Township was unanimously recommended with conditions for approval by the Sampson County Planning Board.

### **Supporting documents include:**

- Engineered Drawings provided by Enoch Engineers, PA
- A Preliminary Soil Evaluation for subsurface waste disposal from Southeastern Soil & Environmental Associates, Inc.
- Draft copy of restrictive covenants.
- Letter from Environmental Health acknowledging notification of proposed subdivision
- Letter from NCDOT

### **Documents That need to be submitted:**

- Driveway Permit from NCDOT
- Erosion Control Plan
- Permit from Piedmont Natural Gas to Encroach upon their gas line Right of Way and Easement.
- Sampson County Department of Public Works water permit.

## ***Sampson County Inspections & Planning Department***

405 County Complex Rd. STE 110

Clinton, North Carolina 28328

(910) 592-0146 (T) (910) 596-0773 (F)

Letters have been issued to Emergency Management, Sampson County Board of Education and NCDOT to inform them of a potential new subdivision as required by county ordinance.

Planning Staff has discussed concern over the Piedmont Gas line that crosses over lots 2-7. Mr. Thompson with Wellons Construction has assured the staff that he has completed a permit and worksheet letter form from Piedmont natural gas and once approved by Piedmont Engineers, the developer will be issued a Permit to Encroach upon gas line easement.

Hawley Road is located in the Plainview Township and the Sampson County Land Use Plan encourages residential growth in this area.

The Sampson County Planning Board recommends a motion be made to approve Goose Creek Subdivision on Hawley Road contingent upon (1) completion of a NCDOT driveway permit;( 2 )submission of an appropriate erosion control plan;( 3 ) acquisition of appropriate permits from Piedmont Natural Gas and Sampson County Public Works; (4) compliance with all other requirements for final plat approval contained in the subdivisions regulations. Futhermore, to the extent that the sub-divider intends to presell or prelease unrecorded lots upon approval of the preliminary plat, it is recommended as a further condition of preliminary plat approval that any contracts or leases entered into by the sub-divider(or it's agents) for the purpose of presale or prelease contain all of the provisions set forth in article III section 303 of the subdivision regulations. (See Attached)

**Proposed Flood Damage Prevention Ordinance** for consideration of the board. As a condition of continued eligibility in the National Flood Insurance Program, the County was required to adopt new Ordinance language relating to flood plain management by December 6, 2019. (See Attached)

Attachments

Cc: Susan Holder, Assistant County Manager

# *Sampson Planning Department*

405 County Complex Rd. STE 110  
Clinton, North Carolina 28328  
(910) 592-0146 (T) (910) 596-0773 (F)



## Minutes of the Sampson County Planning and Zoning Board

<u>Meeting Date</u>	<u>Members Present</u>	<u>Members Absent</u>
July 15, 2019	Ann Naylor Nancy Blackman Debra Bass Sherri Smith Steve Parker	Andrew Jackson Clayton Hollingsworth

County Attorney Joel Starling, Senior Planner Anita Lane, and Planner Michelle Lance were also present.

Ann Naylor gave the invocation.

### Minutes Approved

Chair Ann Naylor asked the board to review the minutes of the April 15, 2019 meeting. There being no needed corrections or additions, the minutes were approved as presented.

### New Business

Preliminary Subdivision Plat - A 17-lot preliminary subdivision plat request by RP Wellons Land and Development off Hawley Road.

Senior Planner Anita Lane presented “Goose Creek Subdivision,” a 17-lot preliminary major subdivision plat request by Wellons Land and Development, located on Hawley Road in the Plainview Township. (*Exhibit 1*) Mrs. Lane stated that lots 2-7 of the proposed subdivision, as presented, would encroach upon the Piedmont Natural Gas line right of way and easement and informed the board that Mr. Thompson with Wellons Construction has represented that he has taken the needed measures to obtain a permit of approval from Piedmont Natural Gas for the encroachment. (*Exhibit 2 staff notes and supporting documents*) Mrs. Lane recommended conditional approval of the preliminary subdivision plat for “Goose Creek” contingent upon: (1) completion of a NCDOT driveway permit; (2) submission of an appropriate Erosion Control Plan; (3) acquisition of appropriate permits from Piedmont Natural Gas and Sampson County Public Works; and (4) compliance with all other requirements for final plat approval contained in the

Subdivision Regulations. It was also recommended that, to the extent that the sub-divider intended to presell or prelease unrecorded lots upon approval of the preliminary plat, any contracts or leases entered into by the sub-divider (or its agent) for that purpose contain all of the provisions set forth in Article III, Section 303 of the Subdivision Regulations. (*Exhibit 3*)

Member Nancy Blackman made a motion that the submitted preliminary plat be recommended for conditional approval to the Sampson County Board of Commissioners contingent upon: (1) completion of a NCDOT Driveway permit; (2) submission of an appropriate Erosion Control Plan; (3) acquisition of appropriate permits from Piedmont Natural Gas and Sampson County Public Works; and (4) compliance with all other requirements for final plat approval contained in the Subdivision Regulations. Furthermore, to the extent that the sub-divider intends to presell or prelease unrecorded lots upon approval of the preliminary plat, it is recommended as a further condition of preliminary plat approval that any contracts or leases entered into by the sub-divider (or its agent) for the purpose of presale or prelease contain all of the provisions set forth in Article III, Section 303 of the Subdivision Regulations. The motion was seconded by Steve Parker and unanimously approved by the Board.

County Attorney Joel Starling presented a proposed Flood Damage Prevention Ordinance for consideration by the board. (*Exhibit 4 – Proposed Ordinance*). Mr. Starling indicated that, as a condition of continued eligibility in the National Flood Insurance Program, the County was required to adopt new Ordinance language relating to floodplain management by December 6, 2019. (*Exhibit 5 – Letter from FEMA*). Although the new language would only modify one section of Sampson County’s existing Flood Damage Prevention Ordinance (Article 3, Section B), the practice in the past has been to adopt an entirely new Ordinance rather than amend a particular provision of the existing Ordinance. A motion to recommend adoption of the new Flood Damage Prevention Ordinance to the Sampson County Planning Board was made by Ann Naylor, seconded by Nancy Blackman and unanimously approved.

There being no further business, Chair Ann Naylor called the meeting adjourned.

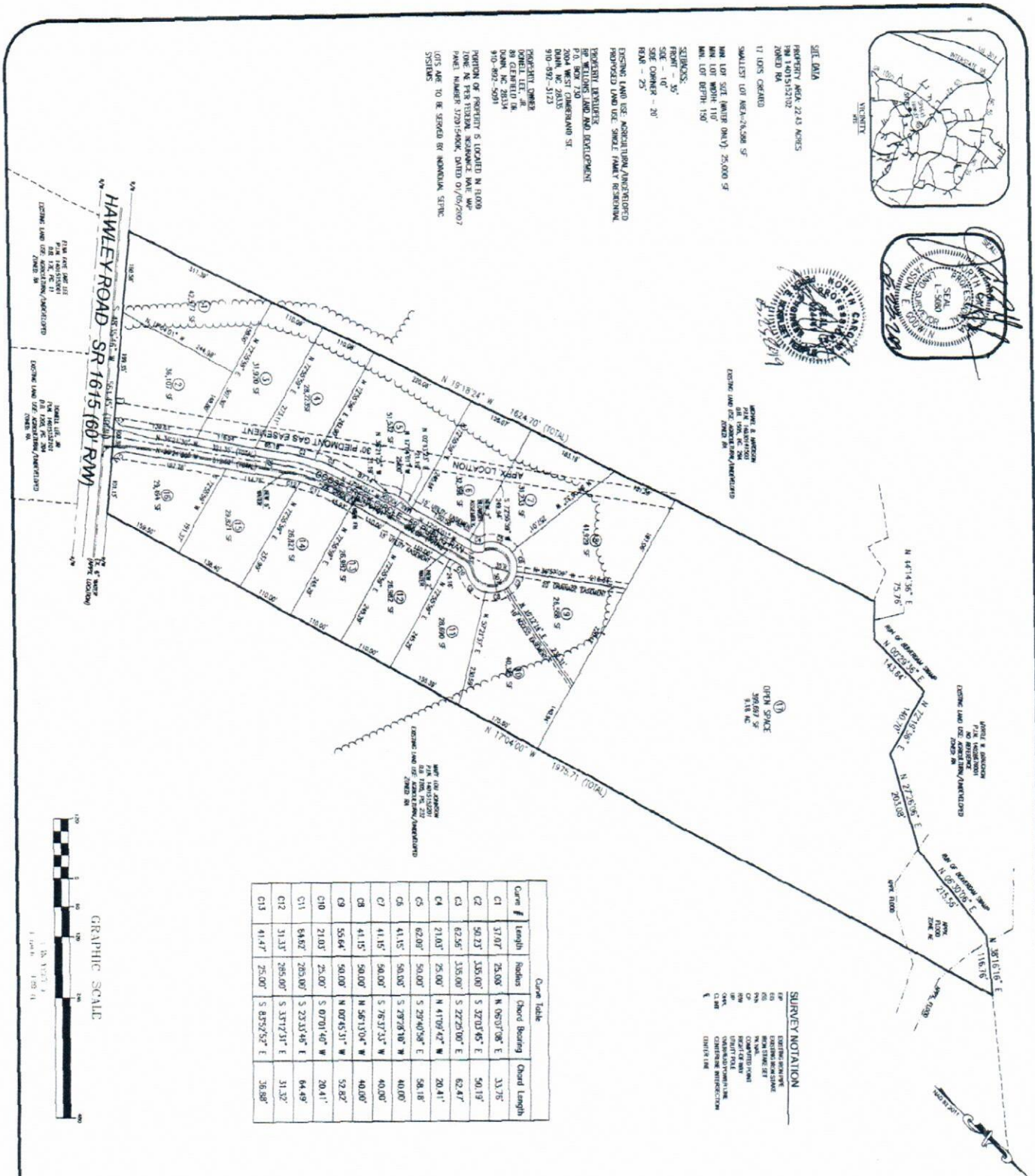
The Planning Board meeting adjourned at 6:15 p.m.

---

Ann Naylor, Chairman

---

Anita Lane, Secretary



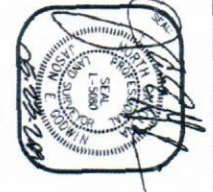
**SITE DATA**  
 PROPERTY AREA: 22.43 ACRES  
 194,140.51 SQ. FT.  
 ZONED: RA  
 11 LOTS CROWNED  
 MIN. LOT SIZE (MINOR ONLY): 25,000 SQ. FT.  
 MIN. LOT WIDTH: 110'  
 MIN. LOT DEPTH: 150'  
 SLOPES:  
 REPORT: 3%  
 SIDE SLOPE: 4%  
 SIDE CORNER: 20'  
 ROAD: 25'

**DESIGNING LAND USE: AGRICULTURE/AMBIENT RICH**  
**PROPOSED LAND USE: SINGLE-FAMILY RESIDENTIAL**

**PROPERTY DEVELOPER:**  
 THE WELLSLAND LAND AND DEVELOPMENT  
 P.O. BOX 730  
 2004 WEST CUMBERLAND ST.  
 DUNN, NC 28333  
 910-892-5123

**PROPERTY OWNER:**  
 DONALD LEE, JR.  
 88 GENEFIELD DR.  
 DUNN, NC 28334  
 910-892-5693

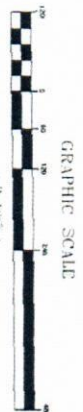
**PORTION OF PROPERTY 5 LOCATED IN 15,000 SQ. FT. PER FEDERAL RESOURCES ACT MAP PLAN NUMBER 37291590K, DATED 01/09/2007. LOTS ARE TO BE SERVED BY INDIVIDUAL SEWER SYSTEMS.**



**HAWLEY ROAD SR 1615 (60' R/W)**

PLAN FOR THE PROPOSED  
 MAJOR SUBDIVISION  
 OF THE PROPERTY  
 DESCRIBED IN THE  
 ZONING MAP  
 ZONED RA

PLAN FOR THE PROPOSED  
 MAJOR SUBDIVISION  
 OF THE PROPERTY  
 DESCRIBED IN THE  
 ZONING MAP  
 ZONED RA



Curve #	Length	Radius	Chord Bearing	Chord Length
C1	37.07'	25,000'	N 06°01'08" E	33.75'
C2	50.23'	338,000'	S 32°03'45" E	50.19'
C3	62.56'	338,000'	S 22°22'00" E	62.41'
C4	21.03'	25,000'	N 41°09'42" W	20.41'
C5	62.03'	50,000'	S 29°40'58" E	58.18'
C6	41.15'	58,000'	S 27°28'10" W	40.00'
C7	41.15'	58,000'	S 7°57'33" W	40.00'
C8	41.15'	50,000'	N 56°13'04" W	40.00'
C9	55.64'	50,000'	N 00°45'31" W	52.82'
C10	21.03'	25,000'	S 07°01'40" W	20.41'
C11	64.82'	283,000'	S 23°31'48" E	64.49'
C12	31.33'	285,000'	S 33°12'51" E	31.32'
C13	41.41'	25,000'	S 83°52'52" E	38.88'

PROJECT: 497  
 SHEET 1 OF 2  
**S-1**

**GOOSE CREEK MAJOR SUBDIVISION**

LOCATION:  
 HAWLEY ROAD  
 SAMPSON COUNTY  
 PLANVIEW TOWNSHIP  
 NORTH CAROLINA

OWNER:  
 THE WELLSLAND LAND AND DEVELOPMENT  
 P.O. BOX 730  
 2004 WEST CUMBERLAND ST.  
 DUNN, NC 28334

**PLAN INFORMATION**

DESIGNED BY: FT  
 DRAWN BY: FT  
 CHECKED BY: ECG  
 REVISIONS:

HORIZONTAL SCALE: 1" = 120'  
 VERTICAL SCALE:

DATE CREATED: 04-30-2019

**Enoch Engineers, P.A.**  
 CONSULTING ENGINEERS & SURVEYORS  
 1403 NC Highway 50 South • Benson, NC 27504  
 Phone: (919) 894-7765 Fax: (919) 894-8190  
 E-mail: general@enochengr.com  
 N.C. Firm License #C-2961

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**SURVEYOR'S DECLARATION TO WHOM IT MAY CONCERN**

THIS PLAN IS A CORRECT REPRESENTATION OF THE LAND PLATTED A NORTH CAROLINA LICENSED ATTORNEY AT LAW SHOWN TO BE CORRECT CONCERNING CORRECT OWNERSHIP OF THE LAND SHOWN HEREON AND THAT THE SURVEYOR HAS NO FAMILY BELONGING GROUNDS NOT SHOWN ON RECORDED MAPS OR DEEDS MADE AVAILABLE TO THE SURVEYOR BY PRESENT OWNERS AT THE TIME OF THIS SURVEY AND OTHER TITLE INFORMATION. THE SURVEYOR HAS NO KNOWLEDGE OF ANY UNKNOWNS SUCH AS CELESTIALS, FAMILY BURNING GROUNDS, FLOOD OR HAZARDOUS WASTE MATERIAL, ETC.

**GENERAL NOTES:**

1. ALL MEASUREMENTS CALCULATED BY COMPUTER METHOD.
2. ALL MEASUREMENTS ARE HORIZONTAL, GROUND MEASUREMENTS, BUSINESS STANDARD CONVENTION.
3. EXISTING MONUMENTATION WAS FOUND AT PROPERTY CORNERS AS SHOWN.
4. NO TITLE SEARCHING BEING PERFORMED ON THIS PROPERTY BY THIS OFFICE.

**CERTIFICATE OF SURVEY AND ACCURACY**

I, JASON E. GOSWAMI, CERTIFY THAT THIS PLAN WAS DRAWN UNDER MY SUPERVISION FROM AN ORIGINAL SURVEY MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 42-17.1 OF THE GENERAL STATUTES OF THE STATE OF NORTH CAROLINA. I HAVE BEEN A LICENSED SURVEYOR SINCE 2019. I HAVE BEEN A LICENSED SURVEYOR SINCE 2019. I HAVE BEEN A LICENSED SURVEYOR SINCE 2019.

JASON E. GOSWAMI LICENSE NUMBER 1-5890

I, JASON E. GOSWAMI, PROFESSIONAL LAND SURVEYOR NO. 1-5890, CERTIFY TO ONE OR MORE OF THE FOLLOWING AS INDICATED BY THE "X" OR "O" MARK:

1. THAT THE PLAT OF A SURVEY THAT CREATED A SUBDIVISION OF LAND WITHIN THE AREA OF THE COUNTY OR MUNICIPALITY THAT HAS JURISDICTION THAT REGULATES PARCELS OF LAND.
2. THAT THE PLAT OF A SURVEY THAT SITUATED IN SUCH PORTION OF A COUNTY THAT REGULATES PARCELS OF LAND.
3. ANY ONE OF THE FOLLOWING:
  - (i) THAT THE PLAT OF A SURVEY THAT SITUATED IN SUCH PORTION OF A COUNTY THAT REGULATES PARCELS OF LAND.
  - (ii) THAT THE PLAT OF A SURVEY THAT SITUATED IN SUCH PORTION OF A COUNTY THAT REGULATES PARCELS OF LAND.
  - (iii) THAT THE PLAT OF A SURVEY THAT SITUATED IN SUCH PORTION OF A COUNTY THAT REGULATES PARCELS OF LAND.
4. THAT THE PLAT OF A SURVEY OF ANOTHER CATEGORY, SUCH AS THE ERECTION OF A BUILDING OR THE ERECTION OF A STRUCTURE, SUCH AS THE ERECTION TO THE DEPARTMENT OF SUBDIVISION.
5. THAT THE INFORMATION AVAILABLE TO THIS SURVEY IS SUCH THAT I AM ABLE TO CORRECTLY DETERMINE THE BEST OF MY PROFESSIONAL JUDGMENT AS TO THE POSITION OF THE PLAT IN THE COUNTY OF NORTH CAROLINA.

JASON E. GOSWAMI, PROFESSIONAL LAND SURVEYOR NO. 1-5890



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

APPROVED: \_\_\_\_\_ DISTRICT ENGINEER  
DATE: \_\_\_\_\_



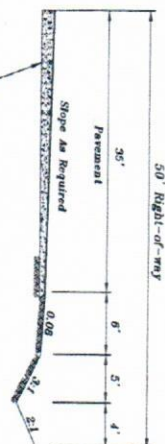
**Certificate of Ownership and Possession**  
I hereby certify that I am the owner of the property shown and recorded hereon, which is located in the subdivision jurisdiction of the County of Sampson, North Carolina, and that the said land has been approved by the Board of Commissioners for recording in the Office of the Register of Deeds of Sampson County.

**Certificate of Approval for Recording**  
I hereby certify that the subdivision plat shown hereon has been approved by the Board of Commissioners for recording in the Office of the Register of Deeds of Sampson County.

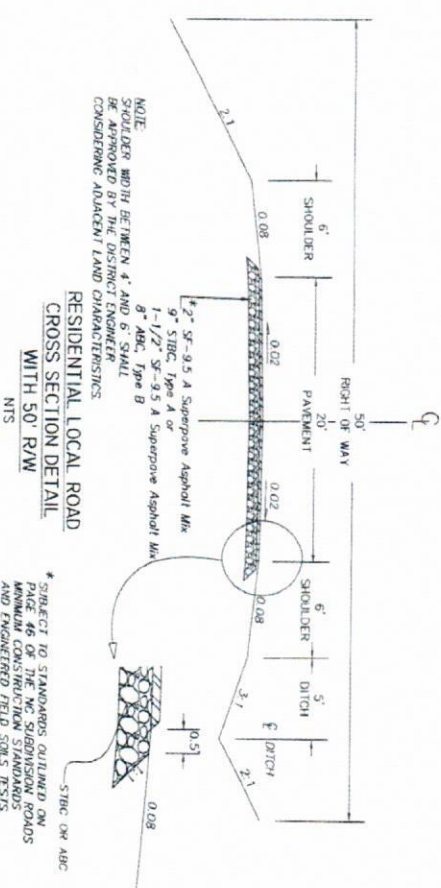
**Certificate of Approval for Recording**  
I hereby certify that the subdivision plat shown hereon has been approved by the Board of Commissioners for recording in the Office of the Register of Deeds of Sampson County.

**Certificate of Approval of the Design and Installation of Streets, Utilities, and Other Required Improvements.**  
I hereby certify that all streets, utilities, and other required improvements have been designed and installed in accordance with the standards set forth in the County specifications and standards in the "GOOSE CREEK" Subdivision of that jurisdiction of the subdivision of property shown in an amount and manner satisfactory to the County of Sampson has been received, and that the filing fee for this plat in the amount of \$\_\_\_\_\_ has been paid.

**ROAD MAINTENANCE STATEMENT OF UNDERSTANDING**  
I, the undersigned, hereby certify that I am responsible for the construction, maintenance, and repair of the roads shown on this subdivision plat. I agree to pay the cost of the construction, maintenance, and repair of the roads shown on this subdivision plat in accordance with the standards set forth in the County specifications and standards in the "GOOSE CREEK" Subdivision of that jurisdiction of the subdivision of property shown in an amount and manner satisfactory to the County of Sampson has been received, and that the filing fee for this plat in the amount of \$\_\_\_\_\_ has been paid.



**TYPICAL CUL-DE-SAC**  
SECTION AA  
NO CURB & GUTTER  
Not To Scale



RESIDENTIAL LOCAL ROAD  
CROSS SECTION DETAIL  
WITH 50' ROW  
NTS

\* SUBJECT TO STANDARDS OUTLINED ON PAGE 46 OF THE NC SUBDIVISION ROADS MINIMUM CONSTRUCTION STANDARDS AND ENGINEERED FIELD SOILS TESTS.

\* SUBJECT TO STANDARDS OUTLINED ON PAGE 46 OF THE NC SUBDIVISION ROADS MINIMUM CONSTRUCTION STANDARDS AND ENGINEERED FIELD SOILS TESTS.

PLAN INFORMATION		HORIZONTAL SCALE	
DESIGNED BY: EE, PA		N/A	
DRAWN BY: EE, PA		VERTICAL SCALE	
CHECKED BY: JEG		N/A	
		DATE CREATED:	04-30-2019
SURVEY INFORMATION			

**Enoch Engineers, P.A.**  
CONSULTING ENGINEERS & SURVEYORS  
1403 NC Highway 50 South - Benson, NC 27504  
Phone: (919) 894-7765 Fax: (919) 894-8190  
E-mail: general@enochengineers.com  
NC Firm License #C-2061

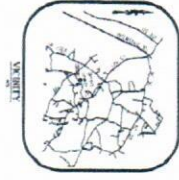
**GOOSE CREEK MAJOR SUBDIVISION**

LOCATION: HAWLEY ROAD, SAMPSON COUNTY, PLAINVIEW TOWNSHIP, NORTH CAROLINA

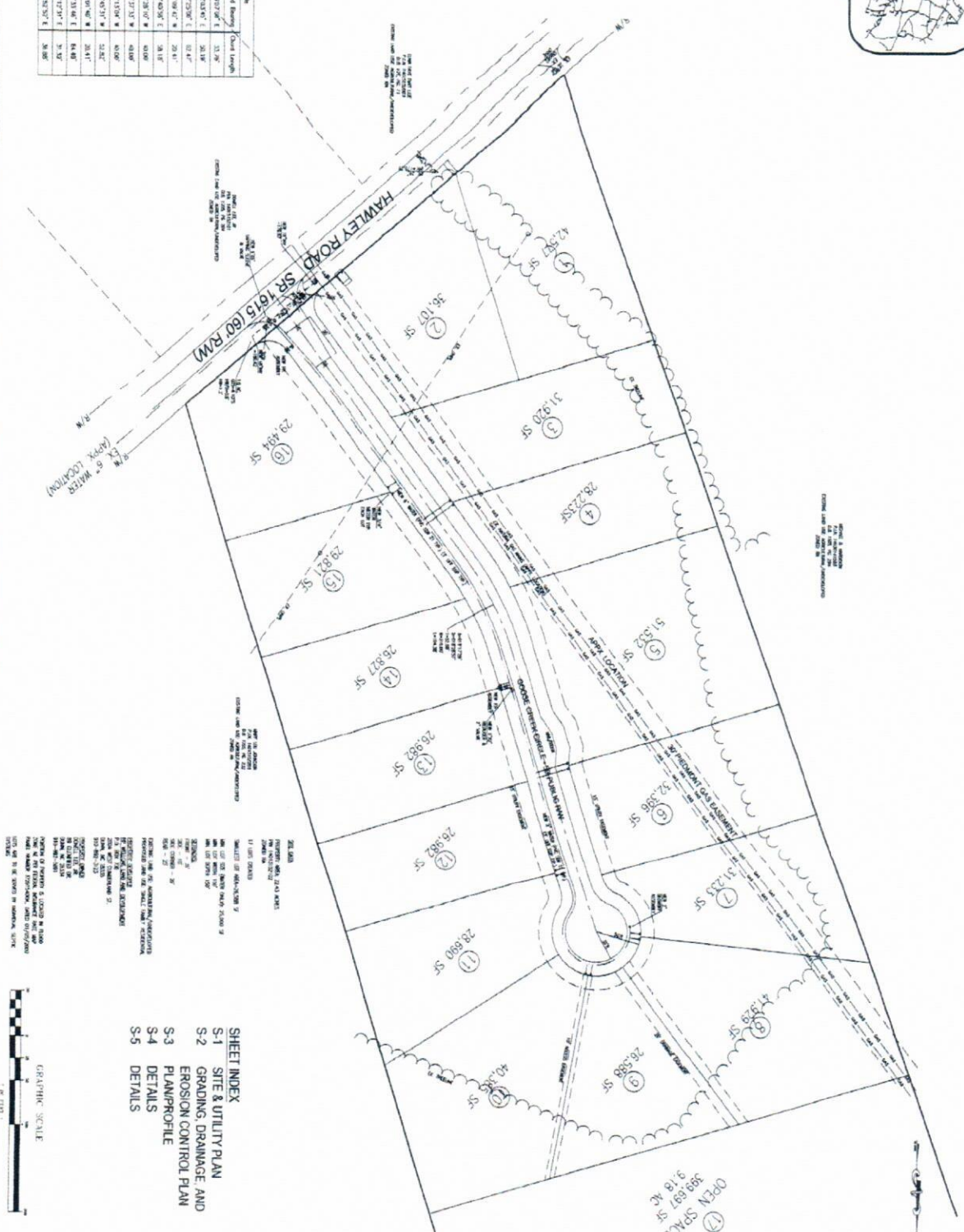
OWNER: WELLONS REALTY, INC., P.O. BOX 730, 2004 WEST CUMBERLAND ST., DUNN, NC 28334

PROJECT #117  
**S-2**  
SHEET 2 OF 2

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Curve #	Length	Radius	Start Stationing	End Stationing
C1	12.07'	2500'	4+00.00	4+12.07
C2	50.22'	12000'	5+22.07	5+72.29
C3	64.56'	15000'	5+72.29	6+36.85
C4	71.00'	20000'	6+36.85	7+07.85
C5	62.00'	20000'	7+07.85	7+69.85
C6	41.15'	30000'	7+69.85	8+11.00
C7	56.64'	30000'	8+11.00	8+67.64
C8	21.02'	75000'	8+67.64	8+88.66
C9	18.57'	25000'	8+88.66	9+07.23
C10	14.47'	25000'	9+07.23	9+21.70
C11	41.47'	25000'	9+21.70	9+63.17



**NOTES:**  
 1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.  
 2. THE PROPERTY LINES SHOWN ON THIS PLAN ARE BASED ON THE SURVEY INFORMATION PROVIDED TO THE ENGINEER.  
 3. THE ENGINEER HAS CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS FOUND NO OBVIOUS DISCREPANCIES.  
 4. THE ENGINEER HAS CONDUCTED A VISUAL INSPECTION OF THE ADJACENT PROPERTIES AND HAS FOUND NO OBVIOUS DISCREPANCIES.  
 5. THE ENGINEER HAS CONDUCTED A VISUAL INSPECTION OF THE ADJACENT ROADS AND HAS FOUND NO OBVIOUS DISCREPANCIES.  
 6. THE ENGINEER HAS CONDUCTED A VISUAL INSPECTION OF THE ADJACENT UTILITIES AND HAS FOUND NO OBVIOUS DISCREPANCIES.  
 7. THE ENGINEER HAS CONDUCTED A VISUAL INSPECTION OF THE ADJACENT ENVIRONMENT AND HAS FOUND NO OBVIOUS DISCREPANCIES.  
 8. THE ENGINEER HAS CONDUCTED A VISUAL INSPECTION OF THE ADJACENT COMMUNITY AND HAS FOUND NO OBVIOUS DISCREPANCIES.  
 9. THE ENGINEER HAS CONDUCTED A VISUAL INSPECTION OF THE ADJACENT HISTORY AND HAS FOUND NO OBVIOUS DISCREPANCIES.  
 10. THE ENGINEER HAS CONDUCTED A VISUAL INSPECTION OF THE ADJACENT FUTURE AND HAS FOUND NO OBVIOUS DISCREPANCIES.

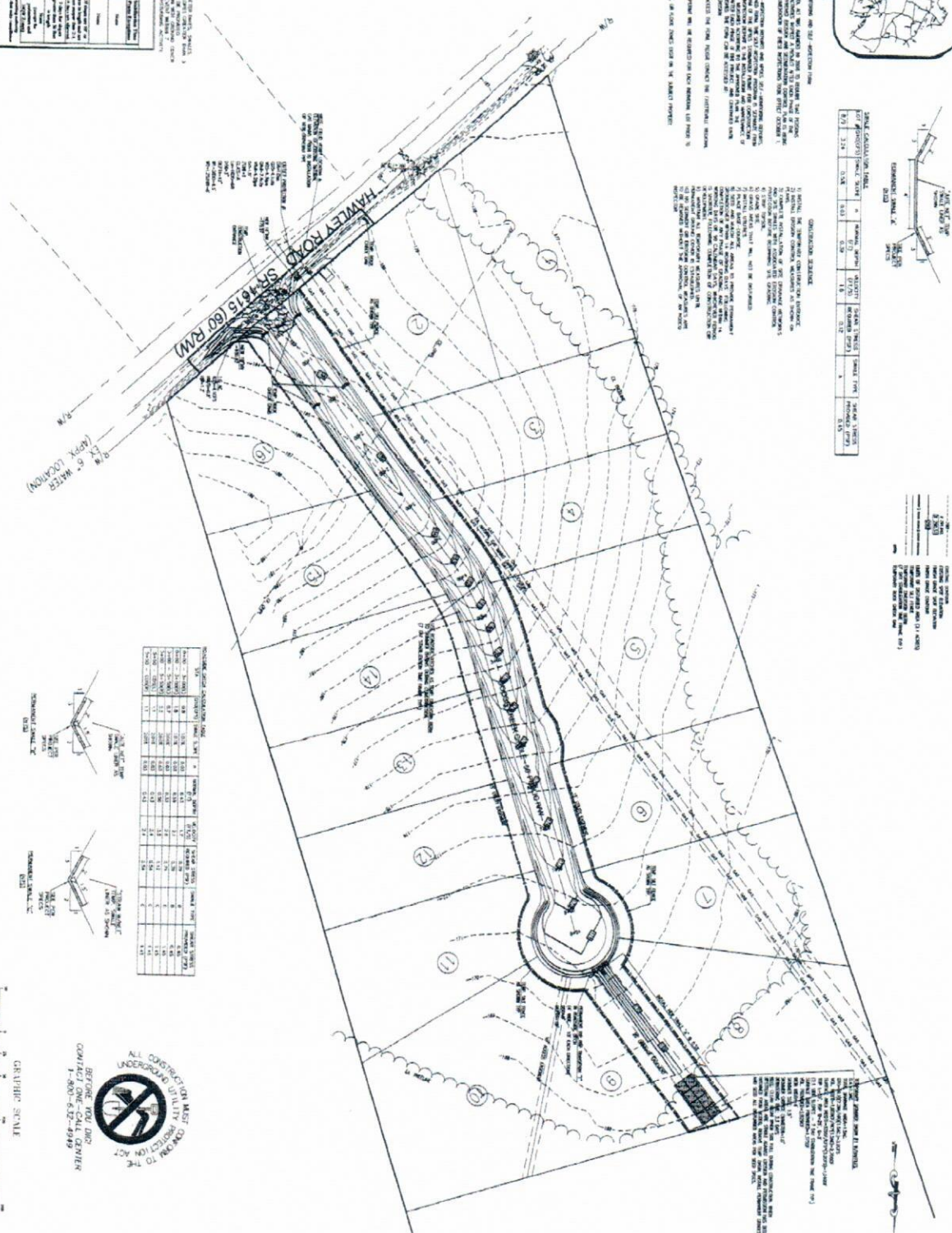
**SHEET INDEX**  
 S-1 SITE & UTILITY PLAN  
 S-2 GRADING, DRAINAGE AND EROSION CONTROL PLAN  
 S-3 PLAN/PROFILE  
 S-4 DETAILS  
 S-5 DETAILS



<p><b>S-1</b></p> <p>1/1</p>	<p><b>SITE &amp; UTILITY PLAN FOR GOOSE CREEK</b></p>	<p>LOCATION: HAWLEY ROAD, SAMPSON COUNTY, PLAINVIEW TOWNSHIP, NORTH CAROLINA</p> <p>PROPERTY DEVELOPER: WELLS REALTY INC, 204 WEST CUMBERLAND ST, DUNN, NC 28626</p>	<p>Revisions</p> <table border="1"> <tr> <th>No.</th> <th>Description</th> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	No.	Description							<p>PLAN INFORMATION</p> <table border="1"> <tr> <td>DESIGNED BY: E.E. PA.</td> <td>HORIZONTAL SCALE: 1"=50'</td> </tr> <tr> <td>DRAWN BY: E.E. PA.</td> <td>VERTICAL SCALE: 1"=10'</td> </tr> <tr> <td>CHECKED BY: ST</td> <td>DATE CHECKED: 07-20-2019</td> </tr> <tr> <td>SURVEY INFORMATION:</td> <td> </td> </tr> </table>	DESIGNED BY: E.E. PA.	HORIZONTAL SCALE: 1"=50'	DRAWN BY: E.E. PA.	VERTICAL SCALE: 1"=10'	CHECKED BY: ST	DATE CHECKED: 07-20-2019	SURVEY INFORMATION:		<p><b>Enoch Engineers, P.A.</b></p> <p>CONSULTING ENGINEERS &amp; SURVEYORS</p> <p>1401 NC Highway 50 South - Dunn, NC 27824</p> <p>Phone: (919) 896-7100 Fax: (919) 896-8100</p> <p>e-mail: einfo@enocheengineers.com</p> <p>NC State License No. 35991</p>	
		No.	Description																			
DESIGNED BY: E.E. PA.	HORIZONTAL SCALE: 1"=50'																					
DRAWN BY: E.E. PA.	VERTICAL SCALE: 1"=10'																					
CHECKED BY: ST	DATE CHECKED: 07-20-2019																					
SURVEY INFORMATION:																						

Item	Description	Quantity	Unit
1	Gravel	1000	cu yd
2	Crushed Stone	500	cu yd
3	Topsoil	200	cu yd
4	Grass Seed	100	lb
5	Geotextile Fabric	1000	sq yd
6	Storm Drain	100	ft
7	Check Dam	5	units
8	Erosion Control Mat	1000	sq yd
9	Concrete	100	cu yd
10	Rebar	100	lb
11	Formwork	100	sq ft
12	Excavation	100	cu yd
13	Backfill	100	cu yd
14	Compaction	100	cu yd
15	Site Preparation	100	sq ft
16	Final Grading	100	sq ft
17	Final Inspection	100	sq ft
18	Final Report	100	sq ft
19	Final Approval	100	sq ft
20	Final Construction	100	sq ft

NOTICE: THIS PLAN IS A PRELIMINARY DESIGN AND IS SUBJECT TO CHANGE WITHOUT NOTICE. THE CLIENT ACCEPTS ALL RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED AND THE DESIGNER'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED. THE DESIGNER DOES NOT WARRANT THE ACCURACY OF THE INFORMATION PROVIDED OR THE DESIGNER'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED.



VERTICAL CURVE DATA

Station	Grade (%)	Vertical Curve Length (ft)	Grade (%)
1+00	-1.5	100	1.5
1+50	1.5	100	1.5
2+00	1.5	100	1.5
2+50	1.5	100	1.5
3+00	1.5	100	1.5
3+50	1.5	100	1.5
4+00	1.5	100	1.5
4+50	1.5	100	1.5
5+00	1.5	100	1.5
5+50	1.5	100	1.5
6+00	1.5	100	1.5
6+50	1.5	100	1.5
7+00	1.5	100	1.5
7+50	1.5	100	1.5
8+00	1.5	100	1.5
8+50	1.5	100	1.5
9+00	1.5	100	1.5
9+50	1.5	100	1.5
10+00	1.5	100	1.5

PROPOSED ROAD DATA

Station	Right-of-Way (ft)	Shoulder (ft)	Travel Lane (ft)	Centerline (ft)
1+00	60	10	40	0
1+50	60	10	40	0
2+00	60	10	40	0
2+50	60	10	40	0
3+00	60	10	40	0
3+50	60	10	40	0
4+00	60	10	40	0
4+50	60	10	40	0
5+00	60	10	40	0
5+50	60	10	40	0
6+00	60	10	40	0
6+50	60	10	40	0
7+00	60	10	40	0
7+50	60	10	40	0
8+00	60	10	40	0
8+50	60	10	40	0
9+00	60	10	40	0
9+50	60	10	40	0
10+00	60	10	40	0



SCALE: 1" = 40'

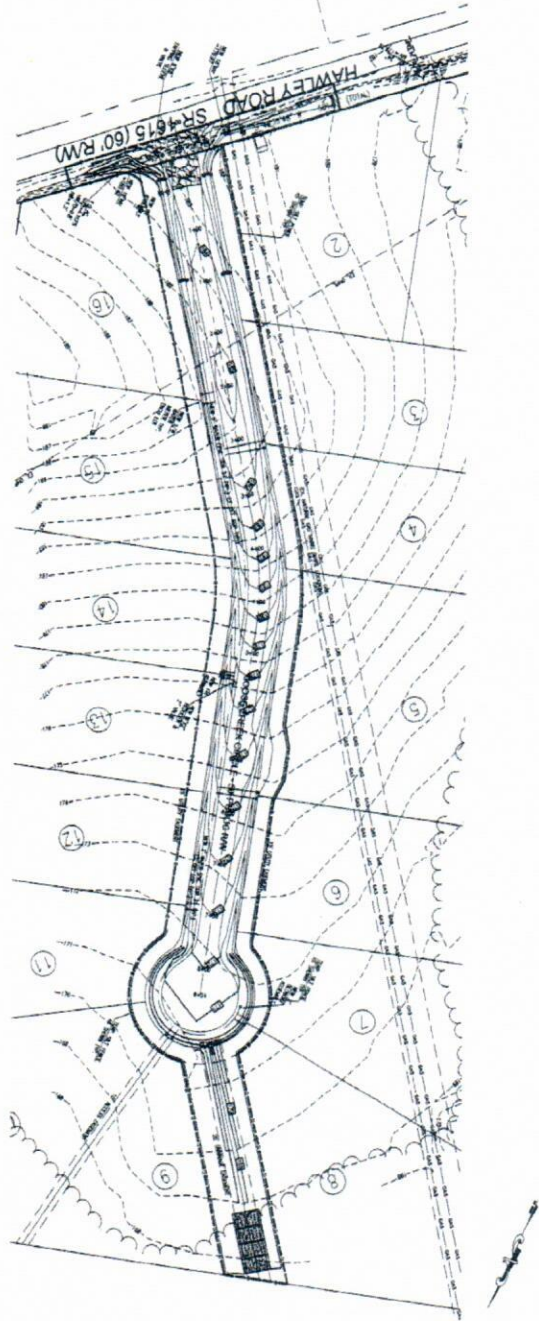
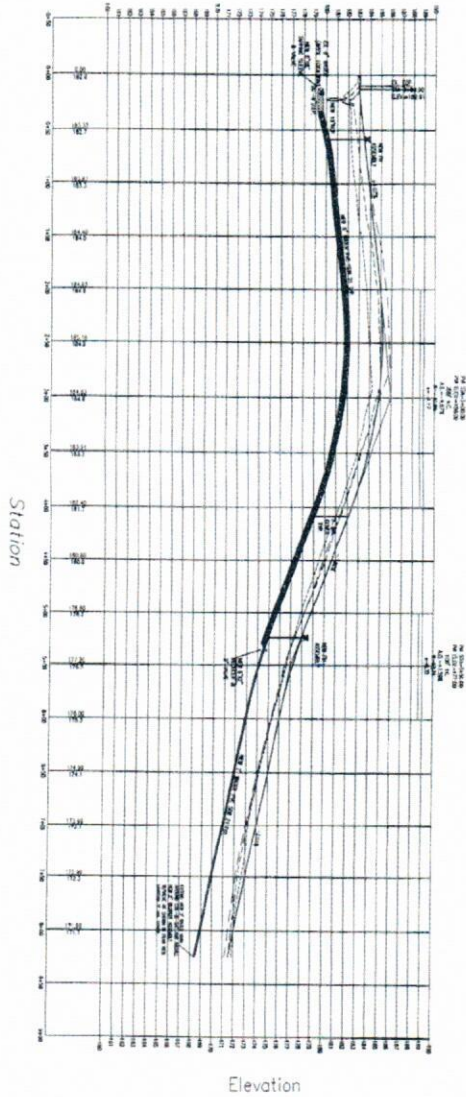
GRADING, DRAINAGE, AND EROSION CONTROL PLAN FOR GOOSE CREEK

LOCATION: HAWLEY ROAD, SHARPSHIRE COUNTY, PLAINVIEW TOWNSHIP, NORTH CAROLINA  
 ENGINEER/DEVELOPER: WELLS REALTY, INC., 2004 WEST CUMBERLAND ST., DUNN, NC 28346

Revisions	Plan Information
	DESIGNED BY: E.E. PA.
	DRAWN BY: E.E. PA.
	CHECKED BY: E.E. PA.
	SURVEY INFORMATION:
	HORIZONTAL SCALE: 1" = 40'
	VERTICAL SCALE: 1" = 10'
	DATE CREATED: 07-02-2018

**Enoch Engineers, P.A.**  
 CONSULTING ENGINEERS & SURVEYORS  
 1407 NC Highway 20 South - Beaufort, NC 27506  
 Phone: 252-738-7733 Fax: 252-738-4445  
 Email: info@enoche.com  
 NC License # 0000000000





GOOSE CREEK CIRCLE  
 PLAN SCALE  
 1" = 50'  
 PROFILE SCALE  
 1" = 5.00' VERT  
 1" = 1.5' HOR

S-3  
 SHEET 3 OF 3

PLAN - PROFILE  
 FOR  
 GOOSE CREEK CIRCLE

LOCATION  
 HAWLEY ROAD  
 SAMPRON COUNTY  
 PLAINVIEW TOWNSHIP  
 NORTH CAROLINA  
 ENGINEER DEVELOPER:  
 WELLS REALTY, INC  
 P. O. BOX 729  
 2004 WEST CLIMBERLAND ST  
 DUNN, NC 28336

Revision	DATE	DESCRIPTION

PLAN INFORMATION	
DESIGNED BY	HORIZONTAL SCALE
EE, PA	1"=50'
DRAWN BY	VERTICAL SCALE
EE, PA	1"=5' VERT 1"=1.5' HOR
CHECKED BY	DATE CREATED
FT	07-02-2019
SURVEY INFORMATION	

**Enoch**  
**Engineers, P.A.**  
 CONSULTING ENGINEERS & SURVEYORS  
 1407 NC Highway 101 South - Beaufort, NC 27504  
 Phone: (252) 834-7700 Fax: (252) 834-6100  
 Email: general@enochengineers.com  
 NC License Number: 002023



**TEMPORARY CONSTRUCTION ENTRANCE**

**SC DETAILS**

**ADDITIONAL DETAILS**

**SILT FENCE DETAIL**

**RIP RAP APRON STABILIZATION DETAIL**

**ROCK CHECK DAM**

**STANDARD 60 IN. FT. PROTECTION BY LAYING STONES**

**STANDARD 60 IN. FT. PROTECTION BY LAYING STONES**

**CONCRETE BARRIERS DETAIL**

**TEMPORARY DIVERSION DITCH**

**SKIMMER SEDIMENT BASIN**

**CONSTRUCTION SPECIFICATIONS**

1. The contractor shall provide all materials and labor necessary for the construction of the temporary structures shown on these plans. All materials shall be of good quality and shall conform to the specifications listed herein.

2. The contractor shall be responsible for obtaining all necessary permits from the appropriate authorities. All work shall be done in accordance with the applicable codes and regulations.

3. The contractor shall maintain access to all existing utilities and structures at all times. Any damage to existing utilities or structures shall be repaired at the contractor's expense.

4. The contractor shall be responsible for the removal and disposal of all debris and materials used in the construction of the temporary structures. All materials shall be disposed of in a lawful manner.

5. The contractor shall be responsible for the maintenance and repair of all temporary structures throughout the duration of the project. Any failure or damage to a temporary structure shall be repaired immediately.

6. The contractor shall be responsible for the safety of all workers and the public. All workers shall be properly trained and equipped. All work shall be done in a safe and sound manner.

7. The contractor shall be responsible for the protection of the environment. All work shall be done in a manner that minimizes disturbance to the surrounding area. All erosion control measures shall be installed and maintained throughout the project.

8. The contractor shall be responsible for the cleanup of all temporary structures at the end of the project. All materials shall be removed and the site shall be restored to its original condition.

9. The contractor shall be responsible for the payment of all taxes and fees associated with the construction of the temporary structures.

10. The contractor shall be responsible for the completion of all work within the specified time frame. Any delay in the completion of work shall be at the contractor's expense.

**GENERAL NOTES**

1. All work shall be done in accordance with the applicable codes and regulations.

2. The contractor shall be responsible for the safety of all workers and the public.

3. The contractor shall be responsible for the protection of the environment.

4. The contractor shall be responsible for the cleanup of all temporary structures at the end of the project.

5. The contractor shall be responsible for the payment of all taxes and fees associated with the construction of the temporary structures.

6. The contractor shall be responsible for the completion of all work within the specified time frame.

S-4  
1/3

DETAILS FOR GOOSE CREEK

LOCATION: HAWLEY ROAD, SAMPTON COUNTY, PLAINVIEW TOWNSHIP, NORTH CAROLINA  
 CLIENT: DUNBRY DEVELOPERS, WELLS REALTY, INC., P.O. BOX 748, 2004 WEST CUMBERLAND ST., DUNN, NC 28534

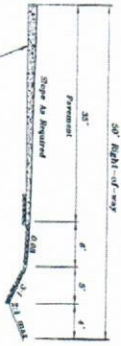
Revisions	

PLAN INFORMATION	
DESIGNED BY: ESE	HORIZONTAL SCALE
DRAWN BY: JFA	VERTICAL SCALE
CHECKED BY: FT	DATE CREATED: 07-22-2018
SURVEY INFORMATION	

**Enoch Engineers, P.A.**  
 CONSULTING ENGINEERS & SURVEYORS  
 400 W. NC Highway 252 South - Durham, NC 27704  
 Phone: 919-848-7900 Fax: 919-848-8800  
 Email: [enoch@enoche.com](mailto:enoch@enoche.com)  
 Web: [www.enoche.com](http://www.enoche.com)

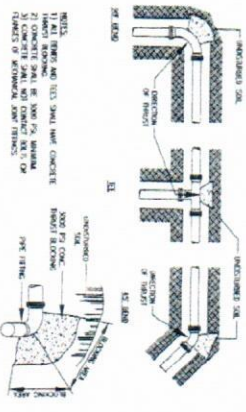


NOTICE: This document is a professional engineering drawing. It contains information that is confidential and proprietary to Enoch Engineers, P.A. and its client. It is not to be distributed, copied, or used for any purpose without the written consent of Enoch Engineers, P.A. All work shall be done in accordance with the applicable codes and regulations.



SECTION 4A  
TYPICAL CUL-DB-SAC  
NO CURB & GUTTER  
NOT TO SCALE

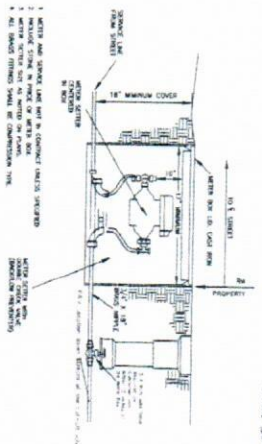
SELECT TO STANDARD, UNIFORM OR  
PAGE 46 OF THE NC SURVEYING BOARD  
AND DIMENSIONED FIELD SCALE TESTS



PIPE BLOCKING DETAIL  
NTS

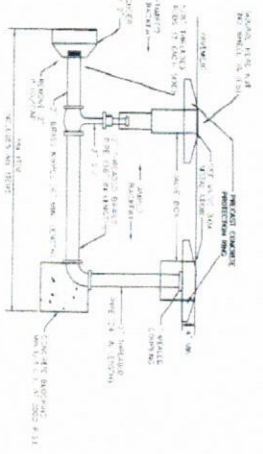


TYPICAL PIPE LAYING  
CONDITIONS DETAIL  
NTS

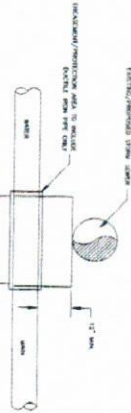


RESIDENTIAL LOCAL ROAD  
NOT TO SCALE

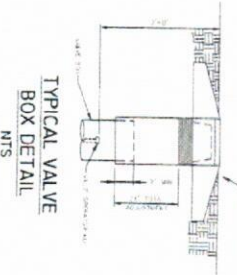
SELECT TO STANDARD, UNIFORM OR  
PAGE 46 OF THE NC SURVEYING BOARD  
AND DIMENSIONED FIELD SCALE TESTS



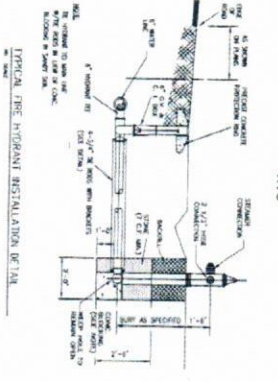
PERMANENT BLOW-OFF  
ASSEMBLY DETAIL  
NTS



TYPICAL STORM  
SEWER CROSSING DETAIL  
NTS



TYPICAL VALVE  
BOX DETAIL  
NTS



TYPICAL METER BOX  
INSTALLATION DETAIL  
NTS

NOTE: THIS DOCUMENT IS PROVIDED AS INFORMATION ONLY. IT IS NOT TO BE USED FOR CONSTRUCTION WITHOUT THE APPROVAL OF THE ENGINEER OF RECORD.

S-5  
REVISED

DETAILS FOR  
GOOSE CREEK

LOCATION  
HAWLEY ROAD  
SAMPSON COUNTY  
PLANKENBERRY TOWNSHIP  
NORTH CAROLINA  
OWNER  
WELLS REALTY INC.  
P.O. BOX 730  
2004 WEST CUMBERLAND ST  
DURHAM, NC 27688

Revisions		PLANS INFORMATION	
DESIGNED BY	FIG. 4A	HORIZONTAL SCALE	
DRAWN BY	EA	VERTICAL SCALE	
CHECKED BY	PT	DATE CREATED	07-02-2019
SURVEY INFORMATION			

**Enoch**  
Engineers, P.A.  
CONSULTING ENGINEERS & SURVEYORS  
1403 NC Highway 50 South - Beaufort, NC 27516  
Phone: (919) 864-7100 Fax: (919) 864-8100  
E-mail: general@enocheng.com  
www.enocheng.com





<b><u>PIN</u></b> 14015152102	<b><u>GEO PIN</u></b> 1524750103	<b><u>GIS APN</u></b> 152400207
<b><u>CALC ACRES</u></b> 21.2947885509441	<b><u>CREATEDBY</u></b>	<b><u>MODIFIEDBY</u></b> ODESSEY\RSiwiec
<b><u>PIN 1</u></b> 14015152102	<b><u>OWNER</u></b> LEE, DONELL JR	<b><u>ACREAGE</u></b> 22.8
<b><u>TWP CODE</u></b> 14	<b><u>APN</u></b> 1524-#207	<b><u>TAX CODE</u></b> F06
<b><u>BK PG</u></b> 1205/204	<b><u>CONSIDERATION</u></b> 0	<b><u>DATE RECORDED</u></b> 4/26/1995 12:00:00 AM
<b><u>MAP SHEET</u></b> D4 0 95E	<b><u>SITE ADDRESS</u></b> HAWLEY RD	<b><u>SEG TYPE</u></b> CROPLAND WOODLAND WASTELND
<b><u>APPR SEG VALUE</u></b> \$52,600 \$17,876 \$168	<b><u>LAND TAX DEFERRED</u></b> 0	<b><u>USE DESC</u></b>
<b><u>ASSESSED VALUE</u></b> 70644	<b><u>TOTAL TAX VALUE</u></b> 70644	<b><u>PARCEL CLASS</u></b> AGRICULTURE
<b><u>STYLE</u></b>	<b><u>YEAR BUILT</u></b>	<b><u>HEAT</u></b>
<b><u>SYSTEM</u></b>	<b><u>ROOF</u></b>	<b><u>FOUNDATION</u></b>
<b><u>BEDROOMS</u></b>	<b><u>FULL BATH</u></b>	<b><u>SHAPE Length</u></b> 5092.24498902911
<b><u>SHAPE Area</u></b> 927597.278878777	<b><u>OBJECTID</u></b> 46608	<b><u>OWNER ADDRESS</u></b> 89 GLENFIELD DR
<b><u>OWNER CITY</u></b> DUNN	<b><u>OWNER STATE</u></b> NC	<b><u>OWNER ZIP</u></b>
<b><u>APPRAISED</u></b>	<b><u>CONSTRUCTION</u></b>	<b><u>STORY HEIGHT</u></b>
<b><u>LIVING AREA</u></b>	<b><u>TOTAL ROOMS</u></b>	<b><u>HALF BATH</u></b>
<b><u>DEED</u></b> 12050204		

We are continually editing our maps to improve accuracy of position and information. This information should not be relied upon by anyone as a determination of the location, ownership, or market value of property. Always refer to the recorded deed for all legal purposes. Use of this web site indicates your acceptance of these terms.



## Staff Notes

Goose Creek Subdivision

Developer – Wellons Realty, Inc.

Property Owner-Donell Lee, Jr. – Deed Book 1205 Page 204

Hawley Road – Plainview Township

A 17 Lot preliminary major subdivision plat request by RP Wellons Land and Development, located on Hawley Road in the Plainview Township.

### **Location Information:**

RA: Residential Agriculture District  
Pin #: 14015152102  
Approximate Acres: 22.5 Acres  
County Water: County Water does run down Hawley Road  
Sewer: Lots are to be served by Individual septic systems

### **Supporting Documents Include**

- \*Engineered Drawings provided by Enoch Engineers, PA
- \*A Preliminary Soil Evaluation for subsurface waste disposal from Southeastern Soil & Environmental Associates, Inc.
- \*Draft Copy of Restrictive Covenants
- \*Statement from Environmental Health acknowledging notification of proposed subdivision

### **Documents That Need to Be Submitted:**

- \*Driveway Permit from NCDOT
- \*Erosion Control Plan

\*Permit from Piedmont Natural Gas to Encroach upon their gas line Right of Way and Easement.

\* Sampson County Department of Public Works permit for water

Letters have been issued to Emergency Management, Sampson County Board of Education and NCDOT to inform them of a potential new subdivision as required by county ordinance.

Planning Staff has discussed concern over the Piedmont Gas line that crosses over lots 2-7. Mr. Thompson with Wellons Construction has assured the staff that he has completed a permit and worksheet letter form from Piedmont natural gas and once approved by Piedmont Engineers, the developer will be issued a Permit to Encroach upon gas line easement.

Hawley Road is located in the Plainview Township and the Sampson County Land Use Plan encourages residential growth in this area.

Sampson County Planning Staff recommends approval of the preliminary subdivision plat for Goose Creek on Hawley Road, contingent upon the completion of a NCDOT Driveway Permit, an Erosion Control Plan, a permit from Piedmont Natural Gas and a permit from Sampson County Public Works. In addition, planning staff recommends that the subdivider, upon approval of this preliminary plat, may enter into contracts to sell or lease the lots shown on the approved preliminary plat, provided that the contract meets all provisions found in Article III Section 303 of the subdivision ordinance.



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

JAMES H. TROGDON, III  
SECRETARY

June 28, 2019

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

Anita Lane, Senior Planner  
Sampson County Inspections & Planning Dept.  
405 County Complex Rd., STE 110  
Clinton, NC 28328

Subject: Goose Creek Subdivision

Dear Ms. Lane,

Clinton District currently has no issues with the proposed location of the subject subdivision. A driveway permit/encroachment agreement authorizing construction on State Right-of-Way must be obtained from the Division of Highways before beginning construction of any new subdivision road (to be dedicated as public or private) that will connect to a state system road.

Applications should be made to Keith Eason, District Engineer.

If I can be of any assistance in the future, please let me know.

Sincerely,

Kevin Bradshaw  
Assistant District Engineer

*Mailing Address:*  
NC DEPARTMENT OF TRANSPORTATION  
CLINTON DISTRICT ENGINEER'S OFFICE  
220 NORTH BLOUVEVARD  
CLINTON, NC 28328

*Telephone:* (910) 682-5100  
*Fax:* (910) 592-8209  
*Customer Service:* 1-877-368-4968

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

*Location:*  
220 NORTH BLOUVEVARD  
CLINTON, NC 28328



**SAMPSON COUNTY HEALTH DEPARTMENT  
ENVIRONMENTAL HEALTH SECTION**

Telephone (910) 592-4675 Fax (910) 592-2874

405 County Complex Road, Suite 120  
Clinton, North Carolina 28328

Wanda Robinson  
Health Director

July 15, 2019

Anita Lane  
Planning Department

Re: Goose Creek Subdivision

The Sampson County Environmental Health office has acknowledged the preliminary plat for Goose Creek Subdivision and awaiting for approval from the Planning Department. Once this is approved, our office will be able to assist with this development. Please contact our office for further assistance at (910) 592-4675.

Regards,

Perry E. Solice, Jr., EEHS  
Environmental Health Supervisor

# Southeastern Soil & Environmental Associates, Inc.

P.O. Box 9321  
Fayetteville, NC 28311  
Phone/Fax (910) 822-4540  
Email mike@southeasternsoil.com

February 13, 2019

Ms. Lauren Wellons White  
RP Wellons Land Development  
PO Box 730  
Dunn, NC 28334

Re: Preliminary soil evaluation for subsurface waste disposal, Lee Property, +/- 25.8 acres, PIN's 14015152101 & 14015152102, Hawley Road, Sampson County, North Carolina

Dear Ms. White,

A preliminary soils investigation has been completed for the above referenced property at your request. The property is located on Hawley Road as illustrated on the accompanying map. The purpose of the investigation was to roughly determine the extent of soil areas that have the ability to support subsurface waste disposal systems for a proposed residential subdivision. All ratings and determinations were made in accordance with "Laws and Rules for Sanitary Sewage Collection, Treatment, and Disposal, 15A NCAC 18A .1900".

Southeastern Soil and Environmental Associates, Inc. (SSEA) performed these soil evaluations in February 2019. SSEA traversed the property and observed landforms (slope, drainage patterns, etc.) as well as soil conditions through the use of hand auger borings and/or soil probes. From these observations and GPS location (accuracy may vary), the boundaries between usable and unusable soils has been **estimated** on the accompanying maps.

Three distinct soil patterns were observed in the field evaluations. They are described as follow:

Area "A": This area is dominated by soils that are provisionally suitable for subsurface waste disposal systems (**with the exception of minor drainageways that are too small to delineate at this scale**). Typically, these soils exhibited 10 or more inches of loamy sand underlain by sandy loam and/or sandy clay loam to depths of 40 or more inches. Soil wetness, depth, and mineralogy were typically suitable to depths of at least 20 inches. A 3 bedroom home would require approximately 8,000 sq. ft. of this soil area for drainfields and repair areas (exclusive of setbacks from lot lines, houses, etc.). A 4

bedroom home would require approximately 10,000 sq. ft. of this soil area. (Note: These square footage recommendations assume appropriate topography for a practical septic system layout on topographical contour.). System types in these areas would typically be conventional but could include pumps, innovative drainline, low pressure pipe, French Drains, pretreated effluent, drip irrigation or other alternatives.

Area "B": Soils in these areas are a **mixture of provisionally suitable and unsuitable** due to shallow depths to soil wetness (colors of chroma 2 or less within 20 inches from the soil surface) and/or parent material. Because of these shallow depths, **these areas are more likely to have alternative systems or be completely unsuitable.** Larger lot sizes in these areas are likely (on a case by case basis). Further soil testing is required upon proposed lot staking to determine the type of septic system required (if applicable) and whether each proposed lot contains enough soil for septic system and repair.

Area "C": Soils in these areas are dominantly unsuitable for subsurface waste disposal due to poor topography, soil wetness [colors of chroma 2 (or less) that are less than 12 inches from the soil surface] and/or expansive clay mineralogy. Some of these areas may contain "section 404" wetlands (this report is not a "wetland" delineation). These soils are not capable of modification under current regulatory criteria.

[Note: Any site grading or soil removal in these suitable or provisionally suitable areas may alter the findings of this report and render sites unusable.]

Because individual lots were not staked at the time of evaluation, this report does not address lot(s). This report is to be used as a guide for likely subdivision/lot design based on useable soils. **It is imperative that additional soil work be completed once centerlines or rough lot lines can be established, so that unsuitable soil areas can be more accurately determined and located (they may change significantly from the original suitability map due to mapping difficulty in heavy vegetation) prior to lot recordation.** Additional soil borings/testing will be required at the time that proposed individual lots are staked on the ground to determine that each lot contains adequate soils that have the ability to assimilate waste under current rules.

Based on these individual lot evaluations, additional requirements for lot density, system type, lot size and/or configuration would be made to meet current regulatory criteria.

**It is imperative that these individual lot evaluations be completed so that necessary changes can be made to lot lines (if necessary) before map recordation.**

This report, of course, does not guarantee, constitute or imply any approval, or issuance of permit, as needed by the client from the local health department. Such approval is dependent on individual lot evaluations made after individual lots are staked in the field by the local health department. Because of the extreme variability of these soils, SSEA does not guarantee that permitting agencies will agree with these findings (nor permit the intended use).

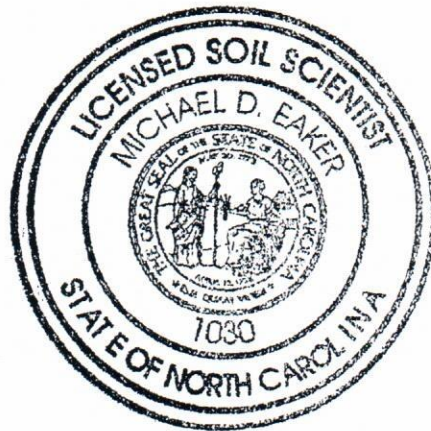
Prior to any land purchase, appropriate permits should be obtained from the local county health department for any proposed lot(s). This report only represents my opinion as a licensed soil scientist.

Southeastern Soil and Environmental Associates, Inc. is pleased to be of service in this matter. We look forward to assisting in additional site analysis needs you may have in the future. Please feel free to call with any questions.

Sincerely,



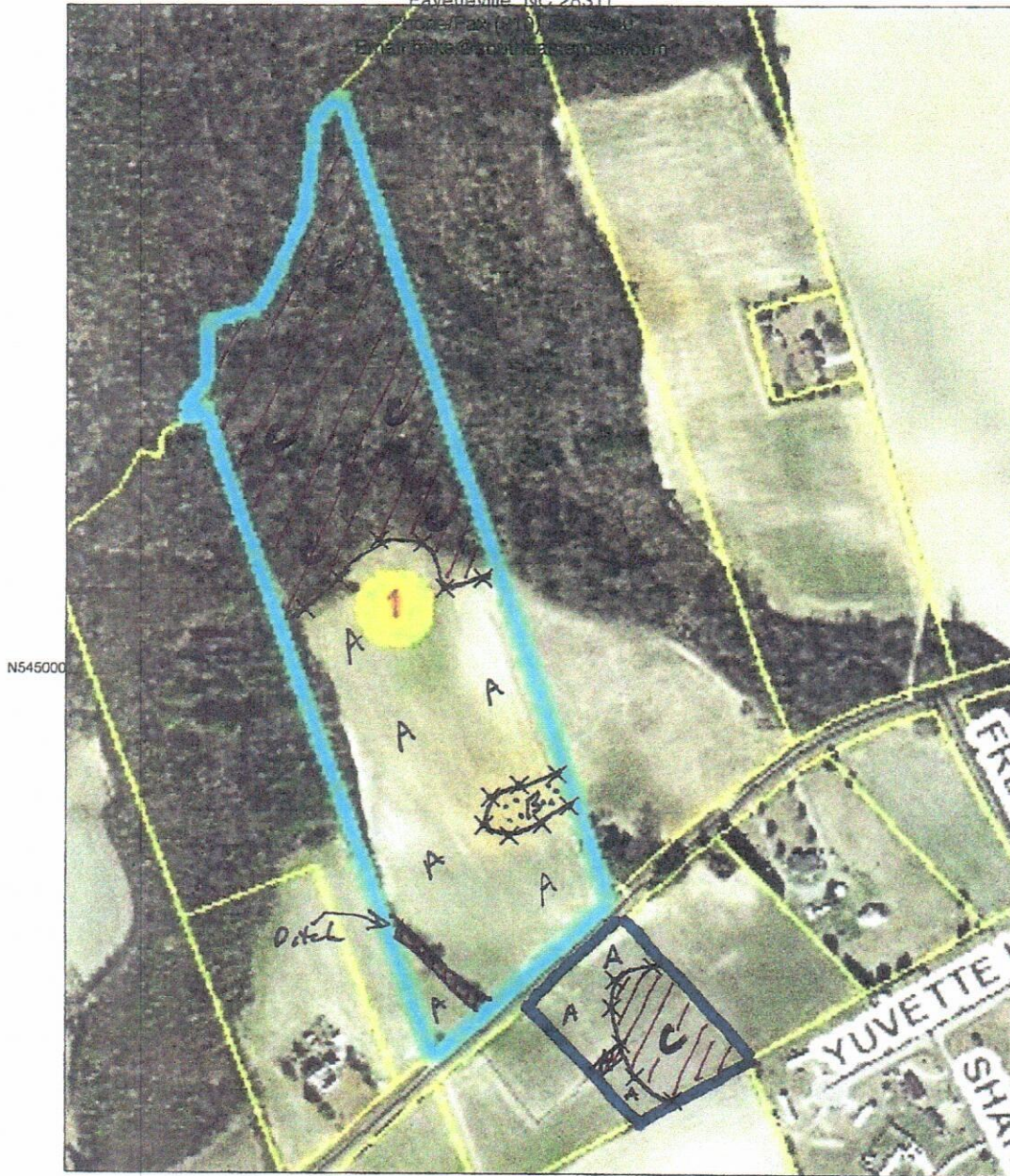
Mike Eaker  
President



# Southeastern Soil & Environmental Associates, Inc.

P.O. Box 9321  
Fayetteville, NC 28311

Phone/Fax (910) 488-4400  
Email: info@seasoc.com



## Soil Delineation for Subsurface Waste Disposal, Lee Land Hawley Road, Sampson County, NC

US State Plane 1983  
North Carolina 3200  
NAD 1983 (Conus)

Scale 1:4,800

WELLONS-HAWLEY.SSF

2/13/2019



GPS Pathfinder<sup>®</sup> Office



**A** = Provisionally Suitable Soil    **B** = Mix Unsuitable  $\frac{1}{2}$   
ALTERNATIVE (SEE REPORT)

**C** = Unsuitable Soil (MAY INCLUDE WETLANDS)

SOIL/SITE EVALUATION • SOIL PHYSICAL ANALYSIS • LAND USE/SUBDIVISION PLANNING • WETLANDS  
GROUNDWATER DRAINAGE/MOUNDING • SURFACE/SUBSURFACE WASTE TREATMENT SYSTEMS, EVALUATION & DESIGN



ARTICLE III

PROCEDURE FOR REVIEW AND APPROVAL OF SUBDIVISION PLATS

Section 301. Plat Shall Be Required on Any Subdivision of Land Covered by this Ordinance.

Pursuant to G.S. 153A-330, a final plat shall be prepared, approved, and recorded pursuant to the provisions of this Ordinance whenever any subdivision of land covered by this Ordinance takes place.

Section 302. Approval Prerequisite to Plat Recordation (Revised 2/2000)

Pursuant to G.S. 153A-331, no final plat of a subdivision within the jurisdiction of Sampson County as established in Section 104 of this Ordinance shall be recorded by the Register of Deeds of Sampson County until it has been approved as provided herein. To secure such approval of a final plat, the subdivider shall follow the procedures established in this article.

Plats not requiring approval as defined in Sections 501 and 504, shall be submitted to the Administrator for certification that the final plat is EXEMPT from this ordinance. The following certificate shall be added to such exempt final plats:

- a) Certificate of "No Approval Required."

*This final plat is exempt from the Sampson County Subdivision Ordinance. No approval is required.*

\_\_\_\_\_  
*Administrator*

\_\_\_\_\_  
*Date*

303. Presale or Pre-lease of Unrecorded Lots Permitted Upon Approval of Preliminary Plan/Plot

303.1 The subdivider, upon approval of a preliminary plan/plat, may enter into contracts to sell or lease the lots shown on the approved preliminary plan/plat, provided that the contract does all of the following:

- 1. Incorporates as an attachment a copy of the approved preliminary plan/plat referenced in the contract and obligates the owner to deliver to the buyer a copy of the approved and recorded final plat prior to closing and conveyance.

2. Plainly and conspicuously notifies the prospective buyer or lessee that a final subdivision plat has not been approved or recorded at the time of the contact, that no governmental body will incur any obligation to the prospective buyer or lessee with respect to the approval of the final subdivision plat, that changes between the preliminary and final plans/plats are possible, and that the contract or lease may be terminated without breach by the buyer or lessee if the final approved and recorded plat differs in any material respect from the approved preliminary plan/plat.
3. Provides that if the approved and recorded final plat does not differ in any material respect from the plan/plat referred to in the contract the buyer or lessee may not be required by the seller or lessor to close any earlier than five (5) days after the delivery of a copy of the final approved and recorded plat.
4. Provides that if the approved and recorded final plat differs in any material respect from the approved preliminary plan/plat referred to in the contract, the buyer or lessee may not be required by the seller or lessor to close any earlier than fifteen (15) days after the delivery of the final approved and recorded plat, during which fifteen (15) day period the buyer or lessee may terminate the contract without breach or any further obligation and may receive a refund of all earnest money or prepaid purchase price.

303.2 The provisions of this Section shall not prohibit any owner or his/her agent from entering into contracts to sell or lease land by reference to an approved preliminary plan/plat for which a final plat has not been properly approved under this ordinance or recorded with the Office of the Sampson County Register of Deeds where the buyer or lessee is any person who has contracted to acquire or lease the land for the purpose of engaging in the business of construction of residential, commercial, or industrial buildings on the land, or for the purpose of resale or lease of the land to persons engaged in that kind of business, provided that no conveyance of that land may occur and no contract to lease it may become effective until after the final plat has been properly approved under the requirements of this ordinance and recorded in the Office of the Sampson County Register of Deeds.

Section 304. Procedures for Review of Major and Minor Subdivisions (6/2000)

All subdivisions shall be considered major subdivisions except those defined as minor subdivisions in this section. **Major subdivisions** shall be reviewed in accordance with the procedures in Section 305 through 307. **Minor subdivisions** shall be reviewed in accordance with the provisions in Section 304. However, if the subdivider owns, leases,

**PUBLIC NOTICE**  
**SAMPSON COUNTY, NORTH CAROLINA**

A public hearing will be held by the Sampson County Board of Commissioners in the County Auditorium, located at 435 Rowan Road, Building A, Clinton, NC 28328, on August 5, 2019 at 6:00 p.m. The purpose of the public hearing is to receive comments on the proposed adoption of a new Flood Damage Prevention Ordinance which will provide the basis for establishing special flood hazard areas, regulate the issuance of flood plain development permits, create penalties for violations, establish requirements for floodplain development, create a floodplain administrator, and promulgate standards for flood hazard reduction. Changes to the proposed ordinance will be considered in response to comments received. A copy of the proposed ordinance can be viewed prior to the hearing at the Planning and Zoning Department, located at 405 County Complex Road, Building B, Clinton, NC 28328. For more information, contact Anita Lane at (910) 596-0073.



# Federal Emergency Management Agency

Washington, D.C. 20472

June 6, 2019



CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

IN REPLY REFER TO:  
115I

The Honorable Clark Wooten  
Chairman, Sampson County Board  
of Commissioners  
406 County Complex Road #110  
Clinton, North Carolina 28328

Community No.: 370220  
Community: Sampson County,  
North Carolina  
(Unincorporated Areas)  
Map Panels Affected: See enclosed  
Summary of Map Actions (SOMA)

Dear Mr. Wooten:

On April 30, 2014, August 29, 2014, and March 31, 2015, you were provided copies of the preliminary Flood Insurance Study (FIS) report for Sampson County, North Carolina and Incorporated Areas and Flood Insurance Rate Map (FIRM) panels for your community. You were also notified of the proposed flood hazard information reflected in the FIS report and FIRM panels and of the dates the proposed flood hazard determinations would be published in your local newspaper. The flood hazard determinations for your community may include addition or modification to Base Flood Elevations, base flood depths, Special Flood Hazard Areas (SFHAs), zone designations, and regulatory floodways. SFHAs are the areas subject to inundation by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood). The 90-day appeal period that was initiated on October 29, 2015, when the Federal Emergency Management Agency (FEMA) published a notice of proposed flood hazard determinations for your community in the *Sampson Independent*, has elapsed.

FEMA received no requests for changes in the flood hazard determinations. Therefore, the determination (copy enclosed) of the Agency as to the flood hazard information for your community is considered final. The notice of final flood hazard determinations will be published in the *Federal Register* as soon as possible. The modified flood hazard information and revised map panels, as referenced on the enclosed SOMA, are effective as of December 6, 2019, and revise the FIS report and FIRM which were in effect prior to that date. For insurance rating purposes, the community number and new suffix code for the panels being revised are indicated on the maps and must be used for all new policies and renewals.

No significant changes have been made to the flood hazard data since it was presented on the preliminary and/or revised preliminary FIRM for your community; therefore, we encourage you to use these materials in the floodplain management regulations adoption process described below. Final printed copies of the FIS report and FIRM will be mailed to you in the near future.

To assist your community in maintaining the FIRM, we have enclosed a SOMA to document how previous Letters of Map Change (LOMCs) (i.e., Letters of Map Amendment [LOMAs], Letters of Map Revision [LOMRs]) will be affected when the revised FIRM panels become effective. Information on LOMCs is presented in four categories: (1) LOMCs that have been included on the revised FIRM panels; (2) LOMCs that have not been shown on the revised FIRM

panels because of scale limitations or because the LOMC that was issued had determined that the lots or structures involved were outside the SFHA shown on the FIRM; (3) LOMCs that have not been included on the revised FIRM panels because they are being superseded by new detailed flood hazard data; and (4) LOMCs that will be re-determined. The LOMCs in Category 2 of this form are revalidated through a single letter that reaffirms the validity of a previously issued LOMC. LOMCs issued for multiple lots or structures where the determination for one or more of the lots or structures have changed (Category 4) cannot be revalidated through this administrative process. However, we will review the data which were previously submitted as part of the original LOMA or LOMR request and issue a new determination for the subject properties after the FIRM effective date.

By the effective date of the FIRM, your community is required, as a condition of continued eligibility in the National Flood Insurance Program (NFIP), to adopt or show evidence of adoption of floodplain management regulations that meet the standards of Section 60.3(d) of the NFIP regulations. These standards are the minimum requirements and do not supersede any State or local requirements of a more stringent nature.

It must be emphasized that all of the standards specified in Section 60.3(d) of the NFIP regulations must be enacted in a legally enforceable document. This includes the adoption of the effective FIS report and FIRM to which the regulations apply and the modifications made by this map revision. Some of the standards should already have been enacted by your community. Any additional requirements can be met by taking one of the following actions:

1. Amend existing regulations to incorporate any additional requirements of Section 60.3(d);
2. Adopt all of the standards of Section 60.3(d) into one new, comprehensive set of regulations; or,
3. Show evidence that regulations have previously been adopted that meet or exceed the minimum requirements of Section 60.3(d).

Communities that fail to enact the necessary floodplain management regulations will be suspended from participation in the NFIP and subject to the prohibitions contained in Section 202(a) of the Flood Disaster Protection Act of 1973 as amended.

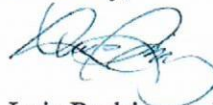
The North Carolina Division of Emergency Management is available to assist your community with any difficulties you may be encountering in enacting the floodplain management regulations. Any questions may be directed to the following address:

Mr. John D. Brubaker, P.E., CFM  
NFIP State Coordinator  
North Carolina Department of Public Safety  
Risk Management Section  
4218 Mail Service Center  
Raleigh, North Carolina 27699-4218  
(919) 825-2300  
dan.brubaker@ncdps.gov

In addition, a FEMA Region IV Compliance Specialist has been designated to assist your community. You may contact your FEMA Region IV Compliance Specialist at FEMA, Mitigation Division, 3003 Chamblee Tucker Road, Atlanta, Georgia 30341, or at (770) 220-5402, or the FEMA Map eXchange (FMIX), toll free, at (877) 336-2627 (877-FEMA MAP).

Additional information and resources your community may find helpful regarding the NFIP and floodplain management, such as *Use of Flood Insurance Study (FIS) Data as Available Data*, *The National Flood Insurance Program Code of Federal Regulations*, *Answers to Questions About the National Flood Insurance Program*, *Frequently Asked Questions Regarding the Effect that Revised Flood Hazards have on Existing Structures*, and *National Flood Insurance Program Elevation Certificate and Instructions*, can be found on our website at <https://www.fema.gov/letter-final-determination>. Paper copies of these documents may also be obtained by calling our FMIX.

Sincerely,



Luis Rodríguez, P.E., Director  
Engineering and Modeling Division  
Federal Insurance and Mitigation Administration

Enclosures:

Final SOMA  
Notice of Final Flood Hazard Determinations  
FEMA 495 brochure: Adoption of FIRMs  
by Participating Communities

cc: Mr. Myron Cashwell, Inspections Director, Sampson County  
Ms. Tonda Shelton, Program Manager, North Carolina Floodplain Mapping Program (NCFMP)  
Mr. John D. Brubaker, P.E., CFM, NFIP State Coordinator, North Carolina Department of Public Safety, Risk Management Section (via email)  
Mr. Randy Mundt, AICP, CFM, Outreach and Planning Manager, NCFMP (via email)  
FEMA, Region IV (via email)

**FINAL SUMMARY OF MAP ACTIONS**

Community: Sampson County,  
Unincorporated Areas,  
North Carolina  
Community No.: 370220  
Revised Map Panel: 3720232000L, 3720234100K, 3720234200L, and 3720235300L  
Date Issued: June 6, 2019  
Page: Page 1 of 2

To assist your community in maintaining the Flood Insurance Rate Map (FIRM), we have summarized below the previous Letter of Map Change (LOMC) actions (i.e., Letters of Map Revision (LOMRs) and Letters of Map Amendment (LOMAs)) that will be affected by the revised FIRM that will become effective on December 6, 2019.

1. LOMCs Incorporated

The modifications effected by the LOMCs listed below have been reflected on the Preliminary copies of the revised FIRM panels. In addition, these LOMCs will remain in effect until the revised FIRM becomes effective.

<u>LOMC</u>	<u>Case No.</u>	<u>Effective Date</u>	<u>Project Identifier</u>	<u>New Panel</u>	<u>New Zone</u>
NONE					

2. LOMCs Not Incorporated

The modifications effected by the LOMCs listed below are either not located on revised FIRM panels, or have not been reflected on the Preliminary copies of the revised FIRM panels because of scale limitations or because the LOMC issued had determined that the lot(s) or structure(s) involved were outside the Special Flood Hazard Area, as shown on the FIRM. These LOMCs will be revalidated free of charge 1 day after the revised FIRM becomes effective through a single revalidation letter that reaffirms the validity of the previous LOMCs.

2A. LOMCs on Revised Panels

<u>LOMC</u>	<u>Case No.</u>	<u>Effective Date</u>	<u>Project Identifier</u>	<u>New Panel</u>	<u>New Zone</u>
LOMA	01-04-0918A	January 5, 2001	3970 Ivanhoe Road	3720232000L	X

2B. LOMCs on Unrevised Panels

<u>LOMC</u>	<u>Case No.</u>	<u>Effective Date</u>	<u>Project Identifier</u>	<u>New Panel</u>	<u>New Zone</u>
LOMA	01-04-2182A	April 25, 2001	571 Zoar Church Road	3720144600K	X
LOMA	03-04-7938A	July 10, 2003	State Highway 403	3720242800J	X
LOMA	05-04-1177A	February 2, 2005	4940 North US Highway 421; PN: 1487-66-1256	3720148600K	X
LOMA	14-04-8798A	September 9, 2014	5.83 Acres-Hog Hill, Parcel 30004072001	3720230000K	X
LOMA	16-04-7643A	September 1, 2016	5564 Wildcat Road	3720232200K	X

3. LOMCs Superseded

The LOMRs and LOMAs listed below have not been reflected on the final FIRM because they have been superseded by new detailed flooding data or sufficient information could not be located on which to make a determination. The reason each has been superseded is noted below. When the revised FIRM becomes effective, these LOMRs and LOMAs will no longer be in force.

<u>LOMC</u>	<u>Case No.</u>	<u>Effective Date</u>	<u>Project Identifier</u>	<u>Reason Superseded</u>
NONE				

4. LOMCs To Be Re-determined

The LOMCs in Category 2 of this form are revalidated through a single letter that reaffirms the validity of a previously issued LOMC. Therefore, LOMCs issued for multiple lots or structures where the determination for one or more of the lots or structures have changed cannot be revalidated through this administrative process. However, we will review the data which were previously submitted as part of the original LOMR or LOMA request listed below and issue a new determination for the subject properties after the FIRM effective date.

<u>LOMC</u>	<u>Case No.</u>	<u>Effective Date</u>	<u>Project Identifier</u>	<u>New Panel</u>	<u>New Zone</u>
NONE					



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**Sampson County, North Carolina and Incorporated Areas**

**Docket No.: FEMA-B-1523**

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Community	Community map repository address
Unincorporated Areas of Sampson County	Sampson County Inspections Department, 405 County Complex Road. Bldg B, Suite 110, Clinton, NC 28328.

# FLOOD DAMAGE PREVENTION ORDINANCE

## Non-Coastal Regular Phase

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# **FLOOD DAMAGE PREVENTION ORDINANCE**

## Non-Coastal Regular Phase

### **ARTICLE 1. STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND OBJECTIVES.**

#### **SECTION A. STATUTORY AUTHORIZATION.**

The Legislature of the State of North Carolina has in Part 6, Article 21 of Chapter 143; Parts 3 and 4 of Article 18 of Chapter 153A; and Part 121, Article 6 of Chapter 153A of the North Carolina General Statutes, delegated to local governmental units the responsibility to adopt regulations designed to promote the public health, safety, and general welfare.

Therefore, the County of Sampson, North Carolina, does ordain as follows:

#### **SECTION B. FINDINGS OF FACT.**

- (1) The flood prone areas within the jurisdiction of Sampson County are subject to periodic inundation which results in loss of life, property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures of flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.
- (2) These flood losses are caused by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities and by the occupancy in flood prone areas of uses vulnerable to floods or other hazards.

#### **SECTION C. STATEMENT OF PURPOSE.**

It is the purpose of this ordinance to promote public health, safety, and general welfare and to minimize public and private losses due to flood conditions within flood prone areas by provisions designed to:

- (1) Restrict or prohibit uses that are dangerous to health, safety, and property due to water or erosion hazards or that result in damaging increases in erosion, flood heights or velocities;
- (2) Require that uses vulnerable to floods, including facilities that serve such uses, be protected against flood damage at the time of initial construction;
- (3) Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of floodwaters;
- (4) Control filling, grading, dredging, and all other development that may increase erosion or flood damage; and
- (5) Prevent or regulate the construction of flood barriers that will unnaturally divert flood waters or which may increase flood hazards to other lands.

#### **SECTION D. OBJECTIVES.**

The objectives of this ordinance are to:

- (1) Protect human life, safety, and health;
- (2) Minimize expenditure of public money for costly flood control projects;
- (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the

general public;

- (4) Minimize prolonged business losses and interruptions;
- (5) Minimize damage to public facilities and utilities (i.e. water and gas mains, electric, telephone, cable and sewer lines, streets, and bridges) that are located in flood prone areas;
- (6) Minimize damage to private and public property due to flooding;
- (7) Make flood insurance available to the community through the National Flood Insurance Program;
- (8) Maintain the natural and beneficial functions of floodplains;
- (9) Help maintain a stable tax base by providing for the sound use and development of flood prone areas; and
- (10) Ensure that potential buyers are aware that property is in a Special Flood Hazard Area.

## **ARTICLE 2.      DEFINITIONS.**

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance it's most reasonable application.

“Accessory Structure (Appurtenant Structure)” means a structure located on the same parcel of property as the principal structure and the use of which is incidental to the use of the principal structure. Garages, carports and storage sheds are common urban accessory structures. Pole barns, hay sheds and the like qualify as accessory structures on farms, and may or may not be located on the same parcel as the farm dwelling or shop building.

“Addition (to an existing building)” means an extension or increase in the floor area or height of a building or structure.

“Alteration of a watercourse” means a dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

“Appeal” means a request for a review of the Floodplain Administrator's interpretation of any provision of this ordinance.

“Area of Shallow Flooding” means a designated Zone AO or AH on a community's Flood Insurance Rate Map (FIRM) with base flood depths determined to be from one (1) to three (3) feet. These areas are located where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident.

“Area of Special Flood Hazard” see “Special Flood Hazard Area (SFHA)”.

“Base Flood” means the flood having a one (1) percent chance of being equaled or exceeded in any given year.

“Base Flood Elevation (BFE)” means a determination of the water surface elevations of the base flood as published in the Flood Insurance Study. When the BFE has not been provided in a “Special Flood Hazard Area”, it may be obtained from engineering studies available from a Federal, State, or other source using FEMA approved engineering methodologies. This elevation, when combined with the “Freeboard”, establishes the “Regulatory Flood Protection Elevation”.

“Basement” means any area of the building having its floor subgrade (below ground level) on all sides.

“Building” see “Structure”.

“Chemical Storage Facility” means a building, portion of a building, or exterior area adjacent to a building used for the storage of any chemical or chemically reactive products.

“Design Flood”: See “Regulatory Flood Protection Elevation.”

“Development” means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.

“Development Activity” means any activity defined as Development which will necessitate a Floodplain Development Permit. This includes buildings, structures, and non-structural items, including (but not limited to) fill, bulkheads, piers, pools, docks, landings, ramps, and erosion control/stabilization measures.

“Digital Flood Insurance Rate Map (DFIRM)” means the digital official map of a community, issued by the Federal Emergency Management Agency (FEMA), on which both the Special Flood Hazard Areas and the risk premium zones applicable to the community are delineated.

“Disposal” means, as defined in NCGS 130A-290(a)(6), the discharge, deposit, injection, dumping, spilling, leaking, or placing of any solid waste into or on any land or water so that the solid waste or any constituent part of the solid waste may enter the environment or be emitted into the air or discharged into any waters, including groundwaters.

“Elevated Building” means a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

“Encroachment” means the advance or infringement of uses, fill, excavation, buildings, structures or development into a special flood hazard area, which may impede or alter the flow capacity of a floodplain.

“Existing building and existing structure” means any building and/or structure for which the “start of construction” commenced before July 16<sup>th</sup> 1991.

“Existing Manufactured Home Park or Manufactured Home Subdivision” means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) was completed before April 18, 1988, the initial effective date of the floodplain management regulations adopted by the community.

“Flood” or “Flooding” means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (a) The overflow of inland or tidal waters; and/or
- (b) The unusual and rapid accumulation or runoff of surface waters from any source.

“Flood Boundary and Floodway Map (FBFM)” means an official map of a community, issued by the FEMA, on which the Special Flood Hazard Areas and the floodways are delineated. This official map is a supplement to and shall be used in conjunction with the Flood Insurance Rate Map (FIRM).

“Flood Hazard Boundary Map (FHBM)” means an official map of a community, issued by the FEMA, where the boundaries of the Special Flood Hazard Areas have been defined as Zone A.

“Flood Insurance” means the insurance coverage provided under the National Flood Insurance Program.

“Flood Insurance Rate Map (FIRM)” means an official map of a community, issued by the FEMA, on which both the Special Flood Hazard Areas and the risk premium zones applicable to the community are delineated. (see also DFIRM)

“Flood Insurance Study (FIS)” means an examination, evaluation, and determination of flood hazards, corresponding water surface elevations (if appropriate), flood hazard risk zones, and other flood data in a community issued by the FEMA. The Flood Insurance Study report includes Flood Insurance Rate Maps (FIRMs) and Flood Boundary and Floodway Maps (FBFMs), if published.

“Flood Prone Area” see “Floodplain”

“Flood Zone” means a geographical area shown on a Flood Hazard Boundary Map or Flood Insurance Rate Map that reflects

the severity or type of flooding in the area.

“Floodplain” means any land area susceptible to being inundated by water from any source.

“Floodplain Administrator” is the individual appointed to administer and enforce the floodplain management regulations.

“Floodplain Development Permit” means any type of permit that is required in conformance with the provisions of this ordinance, prior to the commencement of any development activity.

“Floodplain Management” means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including, but not limited to, emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.

“Floodplain Management Regulations” means this ordinance and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances, and other applications of police power. This term describes federal, state or local regulations, in any combination thereof, which provide standards for preventing and reducing flood loss and damage.

“Floodproofing” means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitation facilities, structures, and their contents.

“Flood-resistant material” means any building product [material, component or system] capable of withstanding direct and prolonged contact (minimum 72 hours) with floodwaters without sustaining damage that requires more than low-cost cosmetic repair. Any material that is water-soluble or is not resistant to alkali or acid in water, including normal adhesives for above-grade use, is not flood-resistant. Pressure-treated lumber or naturally decay-resistant lumbers are acceptable flooring materials. Sheet-type flooring coverings that restrict evaporation from below and materials that are impervious, but dimensionally unstable are not acceptable. Materials that absorb or retain water excessively after submergence are not flood-resistant. Please refer to Technical Bulletin 2, *Flood Damage-Resistant Materials Requirements*, and available from the FEMA. Class 4 and 5 materials, referenced therein, are acceptable flood-resistant materials.

“Floodway” means the channel of a river or other watercourse, including the area above a bridge or culvert when applicable, and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot.

“Floodway encroachment analysis” means an engineering analysis of the impact that a proposed encroachment into a floodway or non-encroachment area is expected to have on the floodway boundaries and flood levels during the occurrence of the base flood discharge. The evaluation shall be prepared by a qualified North Carolina licensed engineer using standard engineering methods and models.

“Freeboard” means the height added to the BFE to account for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, blockage of bridge or culvert openings, and the hydrological effect of urbanization of the watershed. The BFE plus the freeboard establishes the “Regulatory Flood Protection Elevation”.

“Functionally Dependent Facility” means a facility which cannot be used for its intended purpose unless it is located in close proximity to water, limited to a docking or port facility necessary for the loading and unloading of cargo or passengers, shipbuilding, or ship repair. The term does not include long-term storage, manufacture, sales, or service facilities.

“Hazardous Waste Management Facility” means, as defined in NCGS 130A, Article 9, a facility for the collection, storage, processing, treatment, recycling, recovery, or disposal of hazardous waste.

“Highest Adjacent Grade (HAG)” means the highest natural elevation of the ground surface, prior to construction, immediately next to the proposed walls of the structure.

“Historic Structure” means any structure that is:

- (a) Listed individually in the National Register of Historic Places (a listing maintained by the US Department of

- Interior) or preliminarily determined by the Secretary of Interior as meeting the requirements for individual listing on the National Register;
- (b) Certified or preliminarily determined by the Secretary of Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (c) Individually listed on a local inventory of historic landmarks in communities with a “Certified Local Government (CLG) Program”; or
- (d) Certified as contributing to the historical significance of a historic district designated by a community with a “Certified Local Government (CLG) Program.”

Certified Local Government (CLG) Programs are approved by the US Department of the Interior in cooperation with the North Carolina Department of Cultural Resources through the State Historic Preservation Officer as having met the requirements of the National Historic Preservation Act of 1966 as amended in 1980.

“Letter of Map Change (LOMC)” means an official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

- (a) Letter of Map Amendment (LOMA): An official amendment, by letter, to an effective National Flood Insurance Program map. A LOMA is based on technical data showing that a property had been inadvertently mapped as being in the floodplain, but is actually on natural high ground above the base flood elevation. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.
- (b) Letter of Map Revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.
- (c) Letter of Map Revision Based on Fill (LOMR-F): A determination that a structure or parcel of land has been elevated by fill above the BFE and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community’s floodplain management regulations.
- (d) Conditional Letter of Map Revision (CLOMR): A formal review and comment as to whether a proposed project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

“Light Duty Truck” means any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less as defined in 40 CFR 86.082-2 and is:

- (a) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or
- (b) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
- (c) Available with special features enabling off-street or off-highway operation and use.

“Lowest Adjacent Grade (LAG)” means the lowest elevation of the ground, sidewalk or patio slab immediately next to the building, or deck support, after completion of the building.

“Lowest Floor” means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access, or limited storage in an area other than a basement area is not considered a building's lowest floor, provided that such an enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this ordinance.

“Manufactured Home” means a structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term “manufactured home” does not include a “recreational vehicle”.

“Manufactured Home Park or Subdivision” means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.



“Market Value” means the building value, not including the land value and that of any accessory structures or other improvements on the lot. Market value may be established by independent certified appraisal; replacement cost depreciated for age of building and quality of construction (Actual Cash Value); or adjusted tax assessed values.

“New Construction” means structures for which the “start of construction” commenced on or after April 18, 1988, the effective date of the initial floodplain management regulations and includes any subsequent improvements to such structures.

“Non-Encroachment Area (NEA)” means the channel of a river or other watercourse, including the area above a bridge or culvert when applicable, and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot as designated in the Flood Insurance Study report.

“Post-FIRM” means construction or other development for which the “start of construction” occurred on or after July 16<sup>th</sup> 1991, the effective date of the initial Flood Insurance Rate Map.

“Pre-FIRM” means construction or other development for which the “start of construction” occurred before July 16<sup>th</sup> 1991, the effective date of the initial Flood Insurance Rate Map.

“Principally Above Ground” means that at least 51% of the actual cash value of the structure is above ground.

“Public Safety” and/or “Nuisance” means anything which is injurious to the safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

“Recreational Vehicle (RV)” means a vehicle, which is:

- (a) Built on a single chassis;
- (b) 400 square feet or less when measured at the largest horizontal projection;
- (c) Designed to be self-propelled or permanently towable by a light duty truck;
- (d) Designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel, or seasonal use, and
- (e) Is fully licensed and ready for highway use.

(For the purpose of this ordinance, “Tiny Homes/Houses” and Park Models that do not meet the items listed above are not considered Recreational Vehicles and should meet the standards of and be permitted as Residential Structures.)

“Regulatory Flood Protection Elevation” means the “Base Flood Elevation” plus the “Freeboard”. In “Special Flood Hazard Areas” where Base Flood Elevations (BFEs) have been determined, this elevation shall be the BFE plus 2 feet freeboard). In “Special Flood Hazard Areas” where no BFE has been established, this elevation shall be at least 2 feet above the highest adjacent grade.

“Remedy a Violation” means to bring the structure or other development into compliance with state and community floodplain management regulations, or, if this is not possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of the ordinance or otherwise deterring future similar violations, or reducing federal financial exposure with regard to the structure or other development.

“Riverine” means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

“Salvage Yard” means any non-residential property used for the storage, collection, and/or recycling of any type of equipment, and including but not limited to vehicles, appliances and related machinery.

“Solid Waste Disposal Facility” means any facility involved in the disposal of solid waste, as defined in NCGS 130A-290(a)(35).

“Solid Waste Disposal Site” means, as defined in NCGS 130A-290(a)(36), any place at which solid wastes are disposed of by incineration, sanitary landfill, or any other method.

“Special Flood Hazard Area (SFHA)” means the land in the floodplain subject to a one percent (1%) or greater chance of being flooded in any given year, as determined in Article 3, Section B of this ordinance.

“Start of Construction” includes substantial improvement, and means the date the building permit was issued provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the building.

“Structure” means a walled and roofed building, a manufactured home, or a gas, liquid, or liquefied gas storage tank that is principally above ground.

“Substantial Damage” means damage of any origin sustained by a structure during any one-year period whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. See definition of “substantial improvement. Substantial damage also means flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.]

“Substantial Improvement” means any combination of repairs, reconstruction, rehabilitation, addition, or other improvement of a structure, taking place during any one-year period for which the cost equals or exceeds 50 percent of the market value of the structure before the “start of construction” of the improvement. This term includes structures which have incurred “substantial damage”, regardless of the actual repair work performed. The term does not, however, include either:

- (a) Any correction of existing violations of state or community health, sanitary, or safety code specifications which have been identified by the community code enforcement official and which are the minimum necessary to assure safe living conditions; or
- (b) Any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure and the alteration is approved by variance issued pursuant to Article 4 Section E of this ordinance.

“Technical Bulletin and Technical Fact Sheet” means a FEMA publication that provides guidance concerning the building performance standards of the NFIP, which are contained in Title 44 of the U.S. Code of Federal Regulations at Section 60.3. The bulletins and fact sheets are intended for use primarily by State and local officials responsible for interpreting and enforcing NFIP regulations and by members of the development community, such as design professionals and builders. New bulletins, as well as updates of existing bulletins, are issued periodically as needed. The bulletins do not create regulations; rather they provide specific guidance for complying with the minimum requirements of existing NFIP regulations.

It should be noted that Technical Bulletins and Technical Fact Sheets provide guidance on the minimum requirements of the NFIP regulations. State or community requirements that exceed those of the NFIP take precedence. Design professionals should contact the community officials to determine whether more restrictive State or local regulations apply to the building or site in question. All applicable standards of the State or local building code must also be met for any building in a flood hazard area.

“Temperature Controlled” means having the temperature regulated by a heating and/or cooling system, built-in or appliance.

“Variance” is a grant of relief from the requirements of this ordinance.

“Violation” means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Articles 4 and 5 is presumed to be in violation until such time as that documentation is provided.

“Water Surface Elevation (WSE)” means the height, in relation to NAVD 1988, of floods of various magnitudes and

frequencies in the floodplains of riverine areas.

“Watercourse” means a lake, river, creek, stream, wash, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.

**ARTICLE 3. GENERAL PROVISIONS.**

**SECTION A. LANDS TO WHICH THIS ORDINANCE APPLIES.**

This ordinance shall apply to all Special Flood Hazard Areas within the jurisdiction, including Extra-Territorial Jurisdictions (ETJs),[if applicable] of Sampson County.

**SECTION B. BASIS FOR ESTABLISHING THE SPECIAL FLOOD HAZARD AREAS.**

The Special Flood Hazard Areas are those identified under the Cooperating Technical State (CTS) agreement between the State of North Carolina and FEMA in its FIS dated December 6, 2019 for Sampson County and associated DFIRM panels, including any digital data developed as part of the FIS, which are adopted by reference and declared a part of this ordinance. Future revisions to the FIS and DFIRM panels that do not change flood hazard data within the jurisdictional authority of Sampson County are also adopted by reference and declared a part of this ordinance. Subsequent Letter of Map Revisions (LOMRs) and/or Physical Map Revisions (PMRs) shall be adopted within 3 months.

**SECTION C. ESTABLISHMENT OF FLOODPLAIN DEVELOPMENT PERMIT.**

A Floodplain Development Permit shall be required in conformance with the provisions of this ordinance prior to the commencement of any development activities within Special Flood Hazard Areas determined in accordance with the provisions of Article 3, Section B of this ordinance.

**SECTION D. COMPLIANCE.**

No structure or land shall hereafter be located, extended, converted, altered, or developed in any way without full compliance with the terms of this ordinance and other applicable regulations.

**SECTION E. ABROGATION AND GREATER RESTRICTIONS.**

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

**SECTION F. INTERPRETATION.**

In the interpretation and application of this ordinance, all provisions shall be:

- (a) Considered as minimum requirements;
- (b) Liberally construed in favor of the governing body; and
- (c) Deemed neither to limit nor repeal any other powers granted under State statutes.

**SECTION G. WARNING AND DISCLAIMER OF LIABILITY.**

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Larger floods can and will occur. Actual flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the Special Flood Hazard Areas or uses permitted

within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of Sampson County or by any officer or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

**SECTION H. PENALTIES FOR VIOLATION.**

Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a Class 1 misdemeanor pursuant to NC G.S. § 143-215.58. . Any person who violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than \$100.00 or imprisoned for not more than thirty (30) days, or both. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent Sampson County from taking such other lawful action as is necessary to prevent or remedy any violation.

**ARTICLE 4. ADMINISTRATION.**

**SECTION A. DESIGNATION OF FLOODPLAIN ADMINISTRATOR.**

The Head Building Inspector, hereinafter referred to as the “Floodplain Administrator”, is hereby appointed to administer and implement the provisions of this ordinance. In instances where the Floodplain Administrator receives assistance from others to complete tasks to administer and implement this ordinance, the Floodplain Administrator shall be responsible for the coordination and community’s overall compliance with the National Flood Insurance Program and the provisions of this ordinance.

**SECTION B. FLOODPLAIN DEVELOPMENT APPLICATION, PERMIT AND CERTIFICATION REQUIREMENTS.**

(1) **Application Requirements.** Application for a Floodplain Development Permit shall be made to the Floodplain Administrator prior to any development activities located within Special Flood Hazard Areas. The following items shall be presented to the Floodplain Administrator to apply for a floodplain development permit:

- (a) A plot plan drawn to scale which shall include, but shall not be limited to, the following specific details of the proposed floodplain development:
  - (i) The nature, location, dimensions, and elevations of the area of development/disturbance; existing and proposed structures, utility systems, grading/pavement areas, fill materials, storage areas, drainage facilities, and other development;
  - (ii) The boundary of the Special Flood Hazard Area as delineated on the FIRM or other flood map as determined in Article 3, Section B, or a statement that the entire lot is within the Special Flood Hazard Area;
  - (iii) Flood zone(s) designation of the proposed development area as determined on the FIRM or other flood map as determined in Article 3, Section B;
  - (iv) The boundary of the floodway(s) or non-encroachment area(s) as determined in Article 3, Section B;
  - (v) The Base Flood Elevation (BFE) where provided as set forth in Article 3, Section B; Article 4, Section C; or Article 5, Section D;
  - (vi) The old and new location of any watercourse that will be altered or relocated as a result of proposed development; and
  - (vii) The certification of the plot plan by a registered land surveyor or professional engineer.

- (b) Proposed elevation, and method thereof, of all development within a Special Flood Hazard Area including but not limited to:
  - (i) Elevation in relation to NAVD 1988 of the proposed reference level (including basement) of all structures;
  - (ii) Elevation in relation to NAVD 1988 to which any non-residential structure in Zones A, AE, AH, AO, A99 will be floodproofed; and
  - (iii) Elevation in relation to NAVD 1988 to which any proposed utility systems will be elevated or floodproofed.
- (c) If floodproofing, a Floodproofing Certificate (FEMA Form 086-0-34) with supporting data, an operational plan, and an inspection and maintenance plan that include, but are not limited to, installation, exercise, and maintenance of floodproofing measures.
- (d) A Foundation Plan, drawn to scale, which shall include details of the proposed foundation system to ensure all provisions of this ordinance are met. These details include but are not limited to:
  - (i) The proposed method of elevation, if applicable (i.e., fill, solid foundation perimeter wall, solid backfilled foundation, open foundation on columns/posts/piers/piles/shear walls); and
  - (ii) Openings to facilitate automatic equalization of hydrostatic flood forces on walls in accordance with Article 5, Section B(4)(d) when solid foundation perimeter walls are used in Zones A, AE, AH, AO, A99.
- (e) Usage details of any enclosed areas below the lowest floor.
- (f) Plans and/or details for the protection of public utilities and facilities such as sewer, gas, electrical, and water systems to be located and constructed to minimize flood damage.
- (g) Certification that all other Local, State and Federal permits required prior to floodplain development permit issuance have been received.
- (h) Documentation for placement of Recreational Vehicles and/or Temporary Structures, when applicable, to ensure that the provisions of Article 5, Section B, subsections (6) and (7) of this ordinance are met.
- (i) A description of proposed watercourse alteration or relocation, when applicable, including an engineering report on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects to properties located both upstream and downstream; and a map (if not shown on plot plan) showing the location of the proposed watercourse alteration or relocation.

(2) **Permit Requirements.** The Floodplain Development Permit shall include, but not be limited to:

- (a) A complete description of all the development to be permitted under the floodplain development permit (e.g. house, garage, pool, septic, bulkhead, cabana, pier, bridge, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials, etc.).
- (b) The Special Flood Hazard Area determination for the proposed development in accordance with available data specified in Article 3, Section B.
- (c) The Regulatory Flood Protection Elevation required for the reference level and all attendant utilities.
- (d) The Regulatory Flood Protection Elevation required for the protection of all public utilities.
- (e) All certification submittal requirements with timelines.
- (f) A statement that no fill material or other development shall encroach into the floodway or non-encroachment area

of any watercourse unless the requirements of Article 5, Section F have been met.

- (g) The flood openings requirements, if in Zones A, AE, AH, AO, A99.
- (h) Limitations of below BFE enclosure uses (if applicable). (i.e., parking, building access and limited storage only). (OPTIONAL)
- (i) A statement, that all materials below BFE/RFPE must be flood resistant materials.

(3) **Certification Requirements.**

(a) Elevation Certificates

- (i) An Elevation Certificate (FEMA Form 086-0-33) is required prior to the actual start of any new construction. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the elevation of the reference level, in relation to NAVD 1988. The Floodplain Administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder prior to the beginning of construction. Failure to submit the certification or failure to make required corrections shall be cause to deny a floodplain development permit.
- (ii) A final Finished Construction Elevation Certificate (FEMA Form 086-0-33) is required after construction is completed and prior to Certificate of Compliance/Occupancy issuance. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of final as-built construction of the elevation of the reference level and all attendant utilities. The Floodplain Administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to Certificate of Compliance/Occupancy issuance. In some instances, another certification may be required to certify corrected as-built construction. Failure to submit the certification or failure to make required corrections shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy. The Finished Construction Elevation Certificate certifier shall provide at least 2 photographs showing the front and rear of the building taken within 90 days from the date of certification. The photographs must be taken with views confirming the building description and diagram number provided in Section A. To the extent possible, these photographs should show the entire building including foundation. If the building has split-level or multi-level areas, provide at least 2 additional photographs showing side views of the building. In addition, when applicable, provide a photograph of the foundation showing a representative example of the flood openings or vents. All photographs must be in color and measure at least 3" × 3". Digital photographs are acceptable.

(b) Floodproofing Certificate

- (i) If non-residential floodproofing is used to meet the Regulatory Flood Protection Elevation requirements, a Floodproofing Certificate (FEMA Form 086-0-34), with supporting data, an operational plan, and an inspection and maintenance plan are required prior to the actual start of any new construction. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the floodproofed design elevation of the reference level and all attendant utilities, in relation to NAVD 1988. Floodproofing certification shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. The Floodplain Administrator shall review the certificate data, the operational plan, and the inspection and maintenance plan. Deficiencies detected by such review shall be corrected by the applicant prior to permit approval. Failure to submit the certification or failure to make required corrections shall be cause to deny a Floodplain Development Permit. Failure to construct in accordance with the certified design shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy.
- (ii) A final Finished Construction Floodproofing Certificate (FEMA Form 086-0-34), with supporting data, an operational plan, and an inspection and maintenance plan are required prior to the issuance of a Certificate of Compliance/Occupancy. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the floodproofed design elevation of the reference level and all attendant utilities, in relation to NAVD 1988. Floodproofing certificate shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. The Floodplain Administrator

shall review the certificate data, the operational plan, and the inspection and maintenance plan. Deficiencies detected by such review shall be corrected by the applicant prior to Certificate of Occupancy. Failure to submit the certification or failure to make required corrections shall be cause to deny a Floodplain Development Permit. Failure to construct in accordance with the certified design shall be cause to deny a Certificate of Compliance/Occupancy.

- (c) If a manufactured home is placed within Zones A, AE, AH, AO, A99 and the elevation of the chassis is more than 36 inches in height above grade, an engineered foundation certification is required in accordance with the provisions of Article 5, Section B(3)(b).
- (d) If a watercourse is to be altered or relocated, a description of the extent of watercourse alteration or relocation; a professional engineer's certified report on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects to properties located both upstream and downstream; and a map showing the location of the proposed watercourse alteration or relocation shall all be submitted by the permit applicant prior to issuance of a floodplain development permit.
- (e) Certification Exemptions. The following structures, if located within Zones A, AE, AH, AO, A99, are exempt from the elevation/floodproofing certification requirements specified in items (a) and (b) of this subsection:
  - (i) Recreational Vehicles meeting requirements of Article 5, Section B(6)(a);
  - (ii) Temporary Structures meeting requirements of Article 5, Section B(7); and
  - (iii) Accessory Structures that are 150 square feet or less or \$3,000 or less and meeting requirements of Article 5, Section B(8).

(4) **Determinations for existing buildings and structures.**

For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:

- (a) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;
- (b) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
- (c) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and
- (d) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the NC Building Code and this ordinance is required.

**SECTION C. DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR.**

The Floodplain Administrator shall perform, but not be limited to, the following duties:

- (1) Review all floodplain development applications and issue permits for all proposed development within Special Flood Hazard Areas to assure that the requirements of this ordinance have been satisfied.
- (2) Review all proposed development within Special Flood Hazard Areas to assure that all necessary local, state and federal

permits have been received, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.

- (3) Notify adjacent communities and the North Carolina Department of Public Safety, Division of Emergency Management, State Coordinator for the National Flood Insurance Program prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency (FEMA).
- (4) Assure that maintenance is provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is maintained.
- (5) Prevent encroachments into floodways and non-encroachment areas unless the certification and flood hazard reduction provisions of Article 5, Section F are met.
- (6) Obtain actual elevation (in relation to NAVD 1988) of the reference level (including basement) and all attendant utilities of all new and substantially improved structures, in accordance with the provisions of Article 4, Section B(3).
- (7) Obtain actual elevation (in relation to NAVD 1988) to which all new and substantially improved structures and utilities have been floodproofed, in accordance with the provisions of Article 4, Section B(3).
- (8) Obtain actual elevation (in relation to NAVD 1988) of all public utilities in accordance with the provisions of Article 4, Section B(3).
- (9) When floodproofing is utilized for a particular structure, obtain certifications from a registered professional engineer or architect in accordance with the provisions of Article 4, Section B(3) and Article 5, Section B(2).
- (10) Where interpretation is needed as to the exact location of boundaries of the Special Flood Hazard Areas, floodways, or non-encroachment areas (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), make the necessary interpretation. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this article.
- (11) When BFE data has not been provided in accordance with the provisions of Article 3, Section B, obtain, review, and reasonably utilize any BFE data, along with floodway data or non-encroachment area data available from a federal, state, or other source, including data developed pursuant to Article 5, Section D(2)(c), in order to administer the provisions of this ordinance.
- (12) When BFE data is provided but no floodway or non-encroachment area data has been provided in accordance with the provisions of Article 3, Section B, obtain, review, and reasonably utilize any floodway data or non-encroachment area data available from a federal, state, or other source in order to administer the provisions of this ordinance.
- (13) When the lowest floor and the lowest adjacent grade of a structure or the lowest ground elevation of a parcel in a Special Flood Hazard Area is above the BFE, advise the property owner of the option to apply for a Letter of Map Amendment (LOMA) from FEMA. Maintain a copy of the LOMA issued by FEMA in the floodplain development permit file.
- (14) Permanently maintain all records that pertain to the administration of this ordinance and make these records available for public inspection, recognizing that such information may be subject to the Privacy Act of 1974, as amended.
- (15) Make on-site inspections of work in progress. As the work pursuant to a floodplain development permit progresses, the Floodplain Administrator shall make as many inspections of the work as may be necessary to ensure that the work is being done according to the provisions of the local ordinance and the terms of the permit. In exercising this power, the Floodplain Administrator has a right, upon presentation of proper credentials, to enter on any premises within the jurisdiction of the community at any reasonable hour for the purposes of inspection or other enforcement action.
- (16) Issue stop-work orders as required. Whenever a building or part thereof is being constructed, reconstructed, altered, or repaired in violation of this ordinance, the Floodplain Administrator may order the work to be immediately stopped. The stop-work order shall be in writing and directed to the person doing or in charge of the work. The stop-work order shall state the specific work to be stopped, the specific reason(s) for the stoppage, and the condition(s) under which the



work may be resumed. Violation of a stop-work order constitutes a misdemeanor.

- (17) Revoke floodplain development permits as required. The Floodplain Administrator may revoke and require the return of the floodplain development permit by notifying the permit holder in writing stating the reason(s) for the revocation. Permits shall be revoked for any substantial departure from the approved application, plans, and specifications; for refusal or failure to comply with the requirements of State or local laws; or for false statements or misrepresentations made in securing the permit. Any floodplain development permit mistakenly issued in violation of an applicable State or local law may also be revoked.
- (18) Make periodic inspections throughout the Special Flood Hazard Areas within the jurisdiction of the community. The Floodplain Administrator and each member of his or her inspections department shall have a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction of the department at any reasonable hour for the purposes of inspection or other enforcement action.
- (19) Follow through with corrective procedures of Article 4, Section D.
- (20) Review, provide input, and make recommendations for variance requests.
- (21) Maintain a current map repository to include, but not limited to, historical and effective FIS Report, historical and effective FIRM and other official flood maps and studies adopted in accordance with the provisions of Article 3, Section B of this ordinance, including any revisions thereto including Letters of Map Change, issued by FEMA. Notify State and FEMA of mapping needs.
- (22) Coordinate revisions to FIS reports and FIRMs, including Letters of Map Revision Based on Fill (LOMR-Fs) and Letters of Map Revision (LOMRs).

#### **SECTION D. CORRECTIVE PROCEDURES.**

- (1) Violations to be corrected: When the Floodplain Administrator finds violations of applicable state and local laws; it shall be his or her duty to notify the owner or occupant of the building of the violation. The owner or occupant shall immediately remedy each of the violations of law cited in such notification.
- (2) Actions in Event of Failure to Take Corrective Action: If the owner of a building or property shall fail to take prompt corrective action, the Floodplain Administrator shall give the owner written notice, by certified or registered mail to the owner's last known address or by personal service, stating:
  - (a) That the building or property is in violation of the floodplain management regulations;
  - (b) That a hearing will be held before the Floodplain Administrator at a designated place and time, not later than ten (10) days after the date of the notice, at which time the owner shall be entitled to be heard in person or by counsel and to present arguments and evidence pertaining to the matter; and
  - (c) That following the hearing, the Floodplain Administrator may issue an order to alter, vacate, or demolish the building; or to remove fill as applicable.
- (3) Order to Take Corrective Action: If, upon a hearing held pursuant to the notice prescribed above, the Floodplain Administrator shall find that the building or development is in violation of the Flood Damage Prevention Ordinance, he or she shall issue an order in writing to the owner, requiring the owner to remedy the violation within a specified time period, not less than sixty (60) calendar days, nor more than least 180 calendar days. Where the Floodplain Administrator finds that there is imminent danger to life or other property, he or she may order that corrective action be taken in such lesser period as may be feasible.
- (4) Appeal: Any owner who has received an order to take corrective action may appeal the order to the local elected governing body by giving notice of appeal in writing to the Floodplain Administrator and the clerk within ten (10) days following issuance of the final order. In the absence of an appeal, the order of the Floodplain Administrator shall be final. The local governing body shall hear an appeal within a reasonable time and may affirm, modify and affirm, or

revoke the order.

- (5) Failure to Comply with Order: If the owner of a building or property fails to comply with an order to take corrective action for which no appeal has been made or fails to comply with an order of the governing body following an appeal, the owner shall be guilty of a Class 1 misdemeanor pursuant to NC G.S. § 143-215.58 and shall be punished at the discretion of the court.

**SECTION E.      VARIANCE PROCEDURES.**

- (1) The Board of Adjustment as established by Sampson County, hereinafter referred to as the “appeal board”, shall hear and decide requests for variances from the requirements of this ordinance.
- (2) Any person aggrieved by the decision of the appeal board may appeal such decision to the Court, as provided in Chapter 7A of the North Carolina General Statutes.
- (3) Variances may be issued for:
  - (a) The repair or rehabilitation of historic structures upon the determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and that the variance is the minimum necessary to preserve the historic character and design of the structure;
  - (b) Functionally dependent facilities if determined to meet the definition as stated in Article 2 of this ordinance, provided provisions of Article 4, Section E(9)(b), (c), and (e) have been satisfied, and such facilities are protected by methods that minimize flood damages during the base flood and create no additional threats to public safety; or
  - (c) Any other type of development provided it meets the requirements of this Section.
- (4) In passing upon variances, the appeal board shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this ordinance, and:
  - (a) The danger that materials may be swept onto other lands to the injury of others;
  - (b) The danger to life and property due to flooding or erosion damage;
  - (c) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
  - (d) The importance of the services provided by the proposed facility to the community;
  - (e) The necessity to the facility of a waterfront location as defined under Article 2 of this ordinance as a functionally dependent facility, where applicable;
  - (f) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
  - (g) The compatibility of the proposed use with existing and anticipated development;
  - (h) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
  - (i) The safety of access to the property in times of flood for ordinary and emergency vehicles;
  - (j) The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
  - (k) The costs of providing governmental services during and after flood conditions including maintenance and repair

of public utilities and facilities such as sewer, gas, electrical and water systems, and streets and bridges.

- (5) A written report addressing each of the above factors shall be submitted with the application for a variance.
- (6) Upon consideration of the factors listed above and the purposes of this ordinance, the appeal board may attach such conditions to the granting of variances as it deems necessary to further the purposes and objectives of this ordinance.
- (7) Any applicant to whom a variance is granted shall be given written notice specifying the difference between the BFE and the elevation to which the structure is to be built and that such construction below the BFE increases risks to life and property, and that the issuance of a variance to construct a structure below the BFE may result in increased premium rates for flood insurance up to \$25 per \$100 of insurance coverage. Such notification shall be maintained with a record of all variance actions, including justification for their issuance.
- (8) The Floodplain Administrator shall maintain the records of all appeal actions and report any variances to the FEMA and the State of North Carolina upon request.
- (9) Conditions for Variances:
  - (a) Variances shall not be issued when the variance will make the structure in violation of other federal, state, or local laws, regulations, or ordinances.
  - (b) Variances shall not be issued within any designated floodway or non-encroachment area if the variance would result in any increase in flood levels during the base flood discharge.
  - (c) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
  - (d) Variances shall only be issued prior to development permit approval.
  - (e) Variances shall only be issued upon:
    - (i) A showing of good and sufficient cause;
    - (ii) A determination that failure to grant the variance would result in exceptional hardship; and
    - (iii) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, or extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
- (10) A variance may be issued for solid waste disposal facilities or sites, hazardous waste management facilities, salvage yards, and chemical storage facilities that are located in Special Flood Hazard Areas provided that all of the following conditions are met.
  - (a) The use serves a critical need in the community.
  - (b) No feasible location exists for the use outside the Special Flood Hazard Area.
  - (c) The reference level of any structure is elevated or floodproofed to at least the Regulatory Flood Protection Elevation.
  - (d) The use complies with all other applicable federal, state and local laws.
  - (e) The Sampson County has notified the Secretary of the North Carolina Department of Public Safety of its intention to grant a variance at least thirty (30) calendar days prior to granting the variance.

**ARTICLE 5.      PROVISIONS FOR FLOOD HAZARD REDUCTION.**

**SECTION A.      GENERAL STANDARDS.**

In all Special Flood Hazard Areas the following provisions are required:

- (1) All new construction and substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse, and lateral movement of the structure.
- (2) All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage in accordance with the FEMA Technical Bulletin 2, *Flood Damage-Resistant Materials Requirements*.
- (3) All new construction and substantial improvements shall be constructed by methods and practices that minimize flood damages.
- (4) All new electrical, heating, ventilation, plumbing, air conditioning equipment, and other service equipment shall be located at or above the RFPE or designed and installed to prevent water from entering or accumulating within the components during the occurrence of the base flood. These include, but are not limited to, HVAC equipment, water softener units, bath/kitchen fixtures, ductwork, electric/gas meter panels/boxes, utility/cable boxes, water heaters, and electric outlets/switches.
  - (a) Replacements part of a substantial improvement, electrical, heating, ventilation, plumbing, air conditioning equipment, and other service equipment shall also meet the above provisions.
  - (b) Replacements that are for maintenance and not part of a substantial improvement, may be installed at the original location provided the addition and/or improvements only comply with the standards for new construction consistent with the code and requirements for the original structure.
- (5) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system.
- (6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into flood waters.
- (7) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.
- (8) Nothing in this ordinance shall prevent the repair, reconstruction, or replacement of a building or structure existing on the effective date of this ordinance and located totally or partially within the floodway, non-encroachment area, or stream setback, provided there is no additional encroachment below the Regulatory Flood Protection Elevation in the floodway, non-encroachment area, or stream setback, and provided that such repair, reconstruction, or replacement meets all of the other requirements of this ordinance.
- (9) New solid waste disposal facilities and sites, hazardous waste management facilities, salvage yards, and chemical storage facilities shall not be permitted, except by variance as specified in Article 4, Section E(10). A structure or tank for chemical or fuel storage incidental to an allowed use or to the operation of a water treatment plant or wastewater treatment facility may be located in a Special Flood Hazard Area only if the structure or tank is either elevated or floodproofed to at least the Regulatory Flood Protection Elevation and certified in accordance with the provisions of Article 4, Section B(3).
- (10) All subdivision proposals and other development proposals shall be consistent with the need to minimize flood damage.
- (11) All subdivision proposals and other development proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage.
- (12) All subdivision proposals and other development proposals shall have adequate drainage provided to reduce exposure

to flood hazards.

- (13) All subdivision proposals and other development proposals shall have received all necessary permits from those governmental agencies for which approval is required by federal or state law, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.
- (14) When a structure is partially located in a Special Flood Hazard Area, the entire structure shall meet the requirements for new construction and substantial improvements.
- (15) When a structure is located in multiple flood hazard zones or in a flood hazard risk zone with multiple base flood elevations, the provisions for the more restrictive flood hazard risk zone and the highest BFE shall apply.

## **SECTION B. SPECIFIC STANDARDS.**

In all Special Flood Hazard Areas where BFE data has been provided, as set forth in Article 3, Section B, or Article 5, Section D, the following provisions, in addition to the provisions of Article 5, Section A, are required:

- (1) Residential Construction. New construction and substantial improvement of any residential structure (including manufactured homes) shall have the reference level, including basement, elevated no lower than the Regulatory Flood Protection Elevation, as defined in Article 2 of this ordinance.
- (2) Non-Residential Construction. New construction and substantial improvement of any commercial, industrial, or other non-residential structure shall have the reference level, including basement, elevated no lower than the Regulatory Flood Protection Elevation, as defined in Article 2 of this ordinance. Structures located in Zones A, AE, AH, AO, A99 may be floodproofed to the Regulatory Flood Protection Elevation in lieu of elevation provided that all areas of the structure, together with attendant utility and sanitary facilities, below the Regulatory Flood Protection Elevation are watertight with walls substantially impermeable to the passage of water, using structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. For AO Zones, the floodproofing elevation shall be in accordance with Article 5, Section G (2). A registered professional engineer or architect shall certify that the floodproofing standards of this subsection are satisfied. Such certification shall be provided to the Floodplain Administrator as set forth in Article 4, Section B(3), along with the operational plan and the inspection and maintenance plan.
- (3) Manufactured Homes.
  - (a) New and replacement manufactured homes shall be elevated so that the reference level of the manufactured home is no lower than the Regulatory Flood Protection Elevation, as defined in Article 2 of this ordinance.
  - (b) Manufactured homes shall be securely anchored to an adequately anchored foundation to resist flotation, collapse, and lateral movement, either by certified engineered foundation system, or in accordance with the most current edition of the State of North Carolina Regulations for Manufactured Homes adopted by the Commissioner of Insurance pursuant to NCGS 143-143.15. Additionally, when the elevation would be met by an elevation of the chassis thirty-six (36) inches or less above the grade at the site, the chassis shall be supported by reinforced piers or engineered foundation. When the elevation of the chassis is above thirty-six (36) inches in height, an engineering certification is required.
  - (c) All enclosures or skirting below the lowest floor shall meet the requirements of Article 5, Section B(4).
  - (d) An evacuation plan must be developed for evacuation of all residents of all new, substantially improved or substantially damaged manufactured home parks or subdivisions located within flood prone areas. This plan shall be filed with and approved by the Floodplain Administrator and the local Emergency Management Coordinator.
- (4) Elevated Buildings. Fully enclosed area, of new construction and substantially improved structures, which is below the lowest floor:
  - (a) Shall not be designed or used for human habitation, but shall only be used for parking of vehicles, building access, or limited storage of maintenance equipment used in connection with the premises. Access to the enclosed area

shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment (standard exterior door), or entry to the living area (stairway or elevator). The interior portion of such enclosed area shall not be finished or partitioned into separate rooms, except to enclose storage areas;

- (b) Shall not be temperature-controlled or conditioned;
- (c) Shall be constructed entirely of flood resistant materials at least to the Regulatory Flood Protection Elevation; and
- (d) Shall include, in Zones A, AE, AH, AO, A99 flood openings to automatically equalize hydrostatic flood forces on walls by allowing for the entry and exit of floodwaters. To meet this requirement, the openings must either be certified by a professional engineer or architect or meet or exceed the following minimum design criteria:
  - (i) A minimum of two flood openings on different sides of each enclosed area subject to flooding;
  - (ii) The total net area of all flood openings must be at least one (1) square inch for each square foot of enclosed area subject to flooding;
  - (iii) If a building has more than one enclosed area, each enclosed area must have flood openings to allow floodwaters to automatically enter and exit;
  - (iv) The bottom of all required flood openings shall be no higher than one (1) foot above the higher of the interior or exterior adjacent grade;
  - (v) Flood openings may be equipped with screens, louvers, or other coverings or devices, provided they permit the automatic flow of floodwaters in both directions; and
  - (vi) Enclosures made of flexible skirting are not considered enclosures for regulatory purposes, and, therefore, do not require flood openings. Masonry or wood underpinning, regardless of structural status, is considered an enclosure and requires flood openings as outlined above.

(5) Additions/Improvements.

- (a) Additions and/or improvements to pre-FIRM structures when the addition and/or improvements in combination with any interior modifications to the existing structure are:
  - (i) Not a substantial improvement, the addition and/or improvements must be designed to minimize flood damages and must not be any more non-conforming than the existing structure.
  - (ii) A substantial improvement, with modifications/rehabilitations/improvements to the existing structure or the common wall is structurally modified more than installing a doorway, both the existing structure and the addition must comply with the standards for new construction.
- (b) Additions to pre-FIRM or post-FIRM structures that are a substantial improvement with no modifications/rehabilitations/improvements to the existing structure other than a standard door in the common wall, shall require only the addition to comply with the standards for new construction.
- (c) Additions and/or improvements to post-FIRM structures when the addition and/or improvements in combination with any interior modifications to the existing structure are:
  - (i) Not a substantial improvement, the addition and/or improvements only must comply with the standards for new construction consistent with the code and requirements for the original structure.
  - (ii) A substantial improvement, both the existing structure and the addition and/or improvements must comply with the standards for new construction.
- (d) Any combination of repair, reconstruction, rehabilitation, addition or improvement of a building or structure

taking place during a 1 year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started must comply with the standards for new construction. For each building or structure, the 1 year period begins on the date of the first improvement or repair of that building or structure subsequent to the effective date of this ordinance. Substantial damage also means flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The requirement does not, however, include either:

- (i) Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assume safe living conditions.
- (ii) Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

(6) Recreational Vehicles. Recreational vehicles shall either:

(a) Temporary Placement

- (i) Be on site for fewer than 180 consecutive days; or
- (ii) Be fully licensed and ready for highway use. (A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities, and has no permanently attached additions.)

(b) Permanent Placement. Recreational vehicles that do not meet the limitations of Temporary Placement shall meet all the requirements for new construction.

(7) Temporary Non-Residential Structures. Prior to the issuance of a floodplain development permit for a temporary structure, the applicant must submit to the Floodplain Administrator a plan for the removal of such structure(s) in the event of a hurricane, flash flood or other type of flood warning notification. The following information shall be submitted in writing to the Floodplain Administrator for review and written approval:

- (a) A specified time period for which the temporary use will be permitted. Time specified may not exceed three (3) months, renewable up to one (1) year;
- (b) The name, address, and phone number of the individual responsible for the removal of the temporary structure;
- (c) The time frame prior to the event at which a structure will be removed (i.e., minimum of 72 hours before landfall of a hurricane or immediately upon flood warning notification);
- (d) A copy of the contract or other suitable instrument with the entity responsible for physical removal of the structure; and
- (e) Designation, accompanied by documentation, of a location outside the Special Flood Hazard Area, to which the temporary structure will be moved.

(8) Accessory Structures. When accessory structures (sheds, detached garages, etc.) are to be placed within a Special Flood Hazard Area, the following criteria shall be met:

- (a) Accessory structures shall not be used for human habitation (including working, sleeping, living, cooking or restroom areas);
- (b) Accessory structures shall not be temperature-controlled;

- (c) Accessory structures shall be designed to have low flood damage potential;
- (d) Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters;
- (e) Accessory structures shall be firmly anchored in accordance with the provisions of Article 5, Section A(1);
- (f) All service facilities such as electrical shall be installed in accordance with the provisions of Article 5, Section A(4); and
- (g) Flood openings to facilitate automatic equalization of hydrostatic flood forces shall be provided below Regulatory Flood Protection Elevation in conformance with the provisions of Article 5, Section B(4)(d).

An accessory structure with a footprint less than 150 square feet or that is a minimal investment of \$3,000 or less and satisfies the criteria outlined above is not required to meet the elevation or floodproofing standards of Article 5, Section B (2). Elevation or floodproofing certifications are required for all other accessory structures in accordance with Article 4, Section B(3).

(9) Tanks. When gas and liquid storage tanks are to be placed within a Special Flood Hazard Area, the following criteria shall be met:

- (a) Underground tanks. Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty;
- (b) Above-ground tanks, elevated. Above-ground tanks in flood hazard areas shall be elevated to or above the Regulatory Flood Protection Elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area;
- (c) Above-ground tanks, not elevated. Above-ground tanks that do not meet the elevation requirements of Article 5, Section B (2) of this ordinance shall be permitted in flood hazard areas provided the tanks are designed, constructed, installed, and anchored to resist all flood-related and other loads, including the effects of buoyancy, during conditions of the design flood and without release of contents in the floodwaters or infiltration by floodwaters into the tanks. Tanks shall be designed, constructed, installed, and anchored to resist the potential buoyant and other flood forces acting on an empty tank during design flood conditions.
- (d) Tank inlets and vents. Tank inlets, fill openings, outlets and vents shall be:
  - (i) At or above the Regulatory Flood Protection Elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and
  - (ii) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

(10) Other Development.

- (a) Fences in regulated floodways and NEAs that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of Article 5, Section F of this ordinance.
- (b) Retaining walls, sidewalks and driveways in regulated floodways and NEAs. Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of Article 5, Section F of this ordinance.
- (c) Roads and watercourse crossings in regulated floodways and NEAs. Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of Article 5,



Section F of this ordinance.

**SECTION C.      RESERVED.**

**SECTION D.      STANDARDS FOR FLOODPLAINS WITHOUT ESTABLISHED BASE FLOOD ELEVATIONS.**

Within the Special Flood Hazard Areas designated as Approximate Zone A and established in Article 3, Section B, where no BFE data has been provided by FEMA, the following provisions, in addition to the provisions of Article 5, Section A, shall apply:

- (1) No encroachments, including fill, new construction, substantial improvements or new development shall be permitted within a distance of twenty (20) feet each side from top of bank or five times the width of the stream, whichever is greater, unless certification with supporting technical data by a registered professional engineer is provided demonstrating that such encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.
- (2) The BFE used in determining the Regulatory Flood Protection Elevation shall be determined based on the following criteria:
  - (a) When BFE data is available from other sources, all new construction and substantial improvements within such areas shall also comply with all applicable provisions of this ordinance and shall be elevated or floodproofed in accordance with standards in Article 5, Sections A and B.
  - (b) When floodway or non-encroachment data is available from a Federal, State, or other source, all new construction and substantial improvements within floodway and non-encroachment areas shall also comply with the requirements of Article 5, Sections B and F.
  - (c) All subdivision, manufactured home park and other development proposals shall provide BFE data if development is greater than five (5) acres or has more than fifty (50) lots/manufactured home sites. Such BFE data shall be adopted by reference in accordance with Article 3, Section B and utilized in implementing this ordinance.
  - (d) When BFE data is not available from a Federal, State, or other source as outlined above, the reference level shall be elevated or floodproofed (nonresidential) to or above the Regulatory Flood Protection Elevation, as defined in Article 2. All other applicable provisions of Article 5, Section B shall also apply.

**SECTION E.      STANDARDS FOR RIVERINE FLOODPLAINS WITH BASE FLOOD ELEVATIONS BUT WITHOUT ESTABLISHED FLOODWAYS OR NON-ENCROACHMENT AREAS.**

Along rivers and streams where BFE data is provided by FEMA or is available from another source but neither floodway nor non-encroachment areas are identified for a Special Flood Hazard Area on the FIRM or in the FIS report, the following requirements shall apply to all development within such areas:

- (1) Standards of Article 5, Sections A and B; and
- (2) Until a regulatory floodway or non-encroachment area is designated, no encroachments, including fill, new construction, substantial improvements, or other development, shall be permitted unless certification with supporting technical data by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point within the community.

**SECTION F. FLOODWAYS AND NON-ENCROACHMENT AREAS.**

Areas designated as floodways or non-encroachment areas are located within the Special Flood Hazard Areas established in Article 3, Section B. The floodways and non-encroachment areas are extremely hazardous areas due to the velocity of floodwaters that have erosion potential and carry debris and potential projectiles. The following provisions, in addition to standards outlined in Article 5, Sections A and B, shall apply to all development within such areas:

- (1) No encroachments, including fill, new construction, substantial improvements and other developments shall be permitted unless:
  - (a) It is demonstrated that the proposed encroachment would not result in any increase in the flood levels during the occurrence of the base flood discharge, based on hydrologic and hydraulic analyses performed in accordance with standard engineering practice and presented to the Floodplain Administrator prior to issuance of floodplain development permit; or
  - (b) A Conditional Letter of Map Revision (CLOMR) has been approved by FEMA. A Letter of Map Revision (LOMR) must also be obtained within six months of completion of the proposed encroachment.
- (2) If Article 5, Section F(1) is satisfied, all development shall comply with all applicable flood hazard reduction provisions of this ordinance.
- (3) Manufactured homes may be permitted provided the following provisions are met:
  - (a) The anchoring and the elevation standards of Article 5, Section B(3); and
  - (b) The encroachment standards of Article 5, Section F(1).

**SECTION G. STANDARDS FOR AREAS OF SHALLOW FLOODING (ZONE AO).**

Located within the Special Flood Hazard Areas established in Article 3, Section B, are areas designated as shallow flooding areas. These areas have special flood hazards associated with base flood depths of one (1) to three (3) feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and indeterminate. In addition to Article 5, Sections A and B, all new construction and substantial improvements shall meet the following requirements:

- (1) The reference level shall be elevated at least as high as the depth number specified on the Flood Insurance Rate Map (FIRM), in feet, plus a freeboard of 2 feet, above the highest adjacent grade; or at least 2 feet above the highest adjacent grade if no depth number is specified.
- (2) Non-residential structures may, in lieu of elevation, be floodproofed to the same level as required in Article 5, Section G(1) so that the structure, together with attendant utility and sanitary facilities, below that level shall be watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. Certification is required in accordance with Article 4, Section B(3) and Article 5, Section B(2).
- (3) Adequate drainage paths shall be provided around structures on slopes, to guide floodwaters around and away from proposed structures.

**SECTION H. STANDARDS FOR AREAS OF SHALLOW FLOODING (ZONE AH).**

Located within the Special Flood Hazard Areas established in Article 3, Section B, are areas designated as shallow flooding areas. These areas are subject to inundation by 1-percent-annual-chance shallow flooding (usually areas of ponding) where average depths are one (1) to three (3) feet. Base Flood Elevations are derived from detailed hydraulic analyses are shown in this zone. In addition to Article 5, Sections A and B, all new construction and substantial improvements shall meet the following requirements:

- (1) Adequate drainage paths shall be provided around structures on slopes, to guide floodwaters around and away from proposed structures.

**ARTICLE 6. LEGAL STATUS PROVISIONS.**

**SECTION A. EFFECT ON RIGHTS AND LIABILITIES UNDER THE EXISTING FLOOD DAMAGE PREVENTION ORDINANCE.**

This ordinance in part comes forward by re-enactment of some of the provisions of the Flood Damage Prevention Ordinance enacted April 18<sup>th</sup> 1988 as amended, and it is not the intention to repeal but rather to re-enact and continue to enforce without interruption of such existing provisions, so that all rights and liabilities that have accrued thereunder are reserved and may be enforced. The enactment of this ordinance shall not affect any action, suit or proceeding instituted or pending. All provisions of the Flood Damage Prevention Ordinance of Sampson County enacted on April 18<sup>th</sup> 1988, as amended, which are not reenacted herein are repealed.

The date of the initial Flood Damage Prevention Ordinance for each municipal jurisdiction within Sampson County is as follows:

The City of Clinton initial Flood Damage Prevention Ordinance June 7, 1977.

The Town of Autryville initial Flood Damage Prevention Ordinance February 9, 1988.

**SECTION B. EFFECT UPON OUTSTANDING FLOODPLAIN DEVELOPMENT PERMITS.**

Nothing herein contained shall require any change in the plans, construction, size, or designated use of any development or any part thereof for which a floodplain development permit has been granted by the Floodplain Administrator or his or her authorized agents before the time of passage of this ordinance; provided, however, that when construction is not begun under such outstanding permit within a period of six (6) months subsequent to the date of issuance of the outstanding permit, construction or use shall be in conformity with the provisions of this ordinance.

**SECTION C. SEVERABILITY.**

If any section, clause, sentence, or phrase of the Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this Ordinance.

**SECTION D. EFFECTIVE DATE.**

This ordinance shall become effective upon adoption.

**SECTION E. ADOPTION CERTIFICATION.**

I hereby certify that this is a true and correct copy of the Flood Damage Prevention Ordinance as adopted by the County Commissioners of Sampson County, on the 5<sup>th</sup> day of August, 2019.

WITNESS my hand and the official seal of Clark Wooten, County Commissioner Chairman, this the 5<sup>th</sup> day of August, 2019.

\_\_\_\_\_  
(signature)

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO. 5 (a)

Meeting Date: August 5, 2019	<input type="checkbox"/>	Information Only	<input checked="" type="checkbox"/>	Public Comment
	<input type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input checked="" type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
	<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue

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**SUBJECT:** Public Hearing - Application for NCDOT FY 20 Job Access Reverse Commute Grant Funding

**DEPARTMENT:** Sampson Area Transportation

**PUBLIC HEARING:** Yes

**CONTACT PERSON(S):** Rosemarie Oates, SAT Director

**PURPOSE:** To convene the public hearing required for an application for NCDOT FY 20 Job Access Reverse Commute grant funding

**ATTACHMENTS:** Memo, Grant Documents

**BACKGROUND:**

At your July meeting, you authorized Sampson Area Transportation to apply for grant funding in the amount of \$20,000 to complement their transportation services, particularly for those going to places of employment and to employment-related activities. The grant application requires a public hearing, but there was not enough time to advertise this hearing prior to the application submission date and your July meeting. Therefore, we scheduled the hearing for this subsequent meeting to meet the grant application requirements. If the grant is approved, the grant documents will still come back to the Board for acceptance of the grant.

SAT Director Rosemarie (Ro) Oates will be present if there are questions from those attending the hearing.

**RECOMMENDED ACTION OR MOTION:**

Convene hearing and hear any offered comments; no further action required until/if grant application is approved

# PUBLIC HEARING NOTICE

## Section 5316 JARC (Job Access Reverse Commute) Grant

This is to inform the public that a public hearing will be held on the proposed FY20 Job Access Reverse Commute Grant (JARC) grant application to be submitted by Sampson Area Transportation to the North Carolina Department of Transportation no later than July 26, 2019. The public hearing will be held on Monday, August 5, 2019 at 6 pm, or as soon as possible thereafter, before the Sampson County Board of Commissioners.

Those interested in attending the public hearing and needing either auxiliary aids and services under the Americans with Disabilities Act (ADA) or a language translator should contact the County Manager's Office on or before July 29, 2019, at telephone number 910-592-6308 or via email at [susanh@sampsonnc.com](mailto:susanh@sampsonnc.com)

JARC funding is sought to expand the services currently provided by Sampson Area Transportation via its ROAP funding to riders needing transportation for employment opportunities or for employment-related activities.

The total estimated amount requested for the period ***July 1, 2019 – June 30, 2020.***

<u>Project</u>	<u>Total Amount</u>	<u>Local Share</u>
5316 JARC Operating	<b>\$20,000</b>	<b>\$10,000</b>

This application may be inspected at Sampson Area Transportation, 311 County Complex Road, Clinton from 8am to 5pm. Written comments should be directed to Ro Oates, SAT Director, 311 County Complex Road, Clinton, NC 28328 before August 5, 2019.

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO. 5 (b)

Meeting Date: August 5, 2019	<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:** Consideration of Award of Convalescent Ambulance Franchise to Carolina Ambulance Specialty Transport

**DEPARTMENT:** Emergency Management

**PUBLIC HEARING:** No

**CONTACT PERSON(S):** Ronald Bass, EM Director

**PURPOSE:** To consider award of convalescent (non-emergency) ambulance franchise to Carolina Ambulance Specialty Transport

**ATTACHMENTS:** Memo and Application

**BACKGROUND:**

Pursuant to the ordinance related to the award of such franchises, the Sampson County EMS Advisory Committee met on July 18, 2019 to review an ambulance franchise application submitted by Carolina Ambulance Specialty Transport located in Kenansville NC. The application was recommended for approval by the committee. Carolina Ambulance Specialty Transport has requested to do only convalescent transports at the EMT-basic level.

**RECOMMENDED ACTION OR MOTION:**

Award franchise as recommended by the EMS Advisory Committee and authorize execution of franchise agreement after review of same by County Attorney and staff

## Susan Holder

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**From:** Ronald Bass  
**Sent:** Friday, July 19, 2019 1:39 PM  
**To:** Susan Holder  
**Cc:** Ed Causey  
**Subject:** Carolina Ambulance Specialty Transport  
**Attachments:** Carolina Ambulance.pdf

Good afternoon,

The Sampson County EMS Advisory Committee met on July 18 2019 to review an ambulance franchise application submitted by Carolina Ambulance Specialty Transport located in Kenansville NC. The application was approved by the committee, they have requested to do only convalescent transports at the EMT-basic level.

I have attached a copy of the application to be placed on the Board of Commissioners August agenda for consideration.

Thank you,

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

# APPLICATION FOR FRANCHISE TO OPERATE AN AMBULANCE IN SAMPSON COUNTY

Application is hereby made for the purpose of operating an ambulance service in Sampson County pursuant to the enclosed Sampson County Ambulance Franchise. The following information must be completed in its entirety and returned to the Sampson County Emergency Management Office located at 107 Underwood Street in Clinton.

1. Provider Name, Address and Telephone Number

Carolina Ambulance Specialty Transport, Inc

(Provider Name)

130 Paul Ed Dail Rd

(Provider Address)

Kenansville, NC 28439

(Provider City, State, Zip)

910-210-0400

(Provider Telephone Number)

2. List the trade or other fictitious names(s), if any, under which the applicant does business together with a certified copy of an assumed name certificate duly filed as required by law, or articles of incorporation establishing such name in corporate form.

NOT APPLICABLE

(Trade or Other Fictitious Names)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
Telephone Number

Certified copy of an assumed named certificate or articles of incorporation enclosed as Attachment 1.

3. Resume of training and experience in the transportation and care of patients.

Resume of applicant's training and experience in the transportation and care of patients enclosed as Attachment 2.



4. Describe the type and level of service to be provided.

AMBULANCE  
(Type of Service)

Basic and Advanced Life Support  
(Level of Service)

5. Describe or identify the location of the place or places from which the service is intended to operate.

Initial Operations shall be based from 130 Paul Ed Dail Rd, Kenansville NC 28349, Duplin County. Once a client base is established and Sampson County operation stabilized in the Clinton area, CAST will procure a physical office in Sampson County.

(If additional space is needed please enclose as Attachment 3)

6. Describe the manner in which the public will be able to obtain assistance and how the vehicles will be dispatched through that service.

Assistance and access to Carolina Ambulance will be obtained by calling 910-210-0400. This number is monitored 24/7. A consolidated dispatch center is available and located at the Kenansville, NC home office

(If additional space is needed please enclose as Attachment 4.)

7. Compiled financial statement of the applicant as requested on page 5 subsection 5 of the franchise ordinance.

**Compiled financial statement enclosed as Attachment 5.**

8. List the radio frequencies that you are authorized to operate on, along with a copy of the FCC license in the name of the person providing the service.

155.280 \_\_\_\_\_  
155.340 \_\_\_\_\_  
\_\_\_\_\_

**Copy of FCC License enclosed as Attachment 6.**

9. Describe your capabilities to provide twenty-four hour coverage, seven days a week, for the district covered by the franchise applied for. Also

provide an accurate estimate of the minimum and maximum times for a response to calls within the district.

Services shall be available on a 24-hour basis as it relates to non-emergent ambulance services. As no current services are indicated for 911- emergency response, there is not a foreseen need for 24-hour on-premise staff. This would be cost prohibitive and degrade the ability of CAST to provide adequate services. Peak hours shall have staffing commensurate with the call volume as it presents and as it is scheduled. After normal daily non-emergent operations crews will be placed on stand-by for call in as needed. Calls shall be screened for the appropriateness of response and transport. Calls between the hours of 0000 - 0500 will not be considered unless an "Emergency" exists when the patient must be transported to a secondary or tertiary care facility for "Emergency" treatment. More suitable critical care transport services such as Eastacre and Vitalink are available for "Emergency" transfers. It is inherently unsafe to have staff driving long distances, greater than 30 miles during these hours. Non-emergent transfer of patients during these hours shall not be accepted. Consideration may be given for a staffed unit during these hours for the purpose of discharges should the volume dictate.

(If additional space is needed please enclose as Attachment 7.)

10. Copy of Ambulance Provider License as issued by the Office of Emergency Medical Services and the Medical Care Commission along with the service's state provider number.

Carolina Ambulance Specialty Transport, Inc.  
(Service Name)

NC 1885  
(State Provider Number, if applicable)

**Copy of Ambulance Provider License enclosed as Attachment 8.**

11. Provide a listing of the vehicles utilized for this service along with the appropriate owner's name.

Year	Make	Model	Type	Owner
SEE ATTACHED				

(If additional space is needed please enclose as attachment 9.)

12. Provide proof of insurance as specified in the minimum limits listed in Section IX, page 10 of the Sampson County Ambulance Franchise Ordinance.

**Proof of insurance in the specified limits enclosed as Attachment 10.**

13. Provide a copy of the type of records that will be utilized to meet the requirements in Section X, page 10 of the Sampson County Ambulance Franchise Ordinance.

Copy of each type of record is enclosed as Attachment 11.

14. Provide a schedule of the proposed rates for service.

Copy of proposed rate for service is enclosed as Attachment 12.

15.  Background check for all employees performing services in the County of Sampson reasonably required by Franchisor and permitted by law as Attachment 13.

16. Provide any other relative information that you would like to have considered as a part of your application.

Additional information is enclosed as Attachment 14.

If granted a franchise, the undersigned Applicant agrees to abide by and comply with all terms and provisions of the amended ordinance adopted by the Sampson County Board of Commissioners at a meeting thereof on May 15, 2000. The described ordinance is attached to this application and is entitled: "Sampson County Ordinance Regulating Emergency Medical Services and Granting of Franchise for Convalescent Transport Service". I have reviewed the terms of the ordinance and agree to abide by the provisions of said ordinance and agree to abide by all other North Carolina State regulations and laws applicable to the operation of ambulances and ambulance service in North Carolina.

This 17<sup>th</sup> day of JUNE, 2019.

Carolina Ambulance  
Specialty Transport  
PO Box 524  
Richlands, NC 28574

Name of Firm/Service/Provider

BY: Steve M. Conroy

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO. 5 (c)

Meeting Date: August 5, 2019	<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:** 2020 Census –Appointment of Complete Count Committee,  
Adoption of Supporting Resolution

**DEPARTMENT:** Administration

**PUBLIC HEARING:** No

**CONTACT PERSON(S):** Richard Carr, Project and Communications Specialist (Census Project Coordinator)

**PURPOSE:** To take initial action to begin preparation for the 2020 Census

**ATTACHMENTS:** Memo, Resolution

**BACKGROUND:**

Projects and Communications Specialist Richard Carr will be the lead staff member for our 2020 Census Complete Count efforts. He will discuss the importance of a complete count, offer proposed appointees to Census Complete Count Committee and outline their preliminary work plan. He will also present for your approval a resolution which acknowledges the importance of the Census to our various programs and the Board’s approval of the establishment of a Complete Count Committee.

**RECOMMENDED ACTION OR MOTION:**

Appoint the Census Complete Count Committee as recommended; adopt the resolution acknowledging the importance of the Census and authorizing the establishment of the Sampson County Complete Count Committee

NORTH CAROLINA'S  
**SAMPSON COUNTY**  
OFFICE OF THE COUNTY MANAGER

**MEMORANDUM**

**TO:** Susan J. Holder, Assistant County Manager

**FROM:** Richard L. Carr, Projects and Communications Specialist

**DATE:** July 29, 2019

**RE:** **2020 Census Complete Count Committee**

As you know, in 2020 America will conduct the decennial census, as mandated by the Constitution. The census counts our population and households, providing the basis for reapportioning congressional seats, redistricting, and distributing more than \$675 billion in federal funds annually to support states, counties and communities' vital programs – impacting housing, education, transportation, employment, health care and public policy. The federal funds, which include grants and other forms of financial support are distributed to states, counties and communities based on population totals and breakdowns by sex, age, race and other factors.

In preparation for the upcoming Census Sampson County is developing a Complete Count Committee (CCC) to help ensure that our overall participation rate is as near to 100% as possible. This group of community leaders, who have been referred to as the “Pied Pipers” of the county, will assist in educating citizens, raising awareness, and promoting the upcoming census, in effort to ensure a successful count and increased participation rate. Sampson County has fallen below the State’s average participation rate in the past two censuses, having participation rates of 60% in the year 2000 and 71% in 2010, whereas the state averages were 69% and 76% respectively. It is critical that Sampson County’s participation rate increases significantly in the upcoming Census and we believe this committee will help to accomplish that goal.

Census Day is April 1, 2020, and over the next eight months the committee will develop a Complete Count Committee Work Plan and execute the plan in four phases; Educational Phase (Now through December 2019), Awareness Phase (January 2020-February 2020), Motivational Phase (March 2020-April 2020), and an Action Steps Phase (May 2020-July 2020).

Below is a list of dedicated, hard-working, and creative individuals, who have particular skills, gravitas, and influence in our diverse community, both socially and professionally. Each person has agreed to serve on the committee, and should the members be approved, we plan to have the initial kickoff meeting mid-August.

Recommended committee members:

<b>First Name</b>	<b>Last Name</b>	<b>Title/Position</b>	<b>Organization</b>
Cassandra	Tyndall	Town Clerk	Town of Autryville
Tom	Hart	City Manager	City of Clinton
Alexis	Devane	Deputy Clerk	Town of Garland
Cindy	Ezzell	Town Clerk	Town of Harrells
Amanda	Turner	Town Clerk	Town of Newton Grove
Janet	Dunn	Town Clerk	Town of Roseboro
Appointee			Town of Salemburg
Max	Pope	Town Commissioner	Town of Turkey
Linda	Armwood	Nutrition Program Manager	Sampson County Aging Dept.
Jean	Simmons	Branch Manager	Sampson County Library
Eileen	Coite	Director	Sampson County Coop. Extension
Allie	Strickland	Director	Sampson Chamber of Commerce
Jefferson	Strickland	Former Commissioner	Former Commissioner
Russell	Devane	Community Activist	Community Activist
Brittany	Locklear	Community Events/Treasurer	Clinton PD/Coharie Indian Tribe
Enrique	Coello	Director	NCDOI Latino and Minority Affairs
Marcus	Becton	Pastor/Mayor Pro Tem	Faith Based Community
Sherry	Matthews	General Manager	The Sampson Independent
Amber	Cava	VP of Strategy & Business Dev.	Sampson Regional Medical Center
Sydney	Johnson	Child Nutrition Director	Clinton City Schools
Wendy	Cabral	Asst. Superintendent Personnel	Sampson County School System
Marvin	Rondon	Dean of Academic Services	Sampson Community College
LaChandra	Parker	Delta Sorority	Non-profit Community Activist
Niya	Rayner	Administrative Asst.	Sampson County Emergency Management
Amy	Raynor	911 Addressing Coordinator	Sampson County Emergency Management
Richard	Carr	Communication Specialist	Sampson County Administration

As the Work Plan is developed, we anticipate that the committee membership will likely be altered and that sub committees will evolve as part of the process.

We hope that the Board will approve the list of members and the resolution approving the creation of the 2020 Sampson County Complete Count Committee.



**RESOLUTION EMPHASIZING THE IMPORTANCE OF THE CENSUS AND ESTABLISHING THE 2020 SAMPSON COUNTY COMPLETE COUNT COMMITTEE**

**Whereas**, the U.S. Census Bureau is required by the U.S. Constitution to conduct a count of the population and provides a historic opportunity to help shape the foundation of our society and play an active role in American democracy;

**Whereas**, Sampson County is committed to ensuring every resident is counted because:

- federal and state funding is allocated to communities, and decisions are made on matters of national and local importance based, in part, on census data and housing;
- census data helps determine how many seats each state will have in the U.S. House of Representatives and is necessary for an accurate and fair redistricting of state legislative seats, county and city councils and voting districts;
- because information from the 2020 Census and American Community Survey are vital tools for economic development and increased employment;

**Whereas**, the information collected by the census is confidential and protected by law;

**Whereas**, a united voice from business, government, community-based and faith-based organizations, educators, media and others will enable the 2020 Census message to reach more of our citizens.

**Now, Therefore Be It Resolved that**, Sampson County is committed to partnering with the U.S. Census Bureau and the State of North Carolina and will:

1. Support the goals and ideals for the 2020 Census and will disseminate 2020 Census information;
2. Encourage all County residents to participate in events and initiatives that will raise the overall awareness of the 2020 Census and increase participation;
3. Establish a Sampson County Complete Count Committee, bringing together a cross section of community members who will utilize their local knowledge and expertise to reach out to all persons of our community and work with the Census Bureau and the State of North Carolina to achieve a complete, accurate count.
4. Strive to achieve a complete and accurate count of all persons within our jurisdiction.

**Adopted** this 5<sup>th</sup> day of August, 2019.

\_\_\_\_\_  
Clark H. Wooten, Chairman

ATTEST: \_\_\_\_\_  
Susan J. Holder, Clerk to the Board

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO.     6

Meeting Date: August 5, 2019	<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

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**SUBJECT:** Consent Agenda

**DEPARTMENT:** Administration/Multiple Departments

**ITEM DESCRIPTIONS/ATTACHMENTS:**

**Consent Agenda - General**

- a. Approve the minutes of the July 1, 2019 meeting
- b. Adopt a resolution proclaiming November as Native American Month
- c. Approve the execution of the contract between Sampson County and the North Carolina Forestry Service for Fiscal Year 2019-20
- d. Approve the execution of the contract between Sampson County and William C. Oglesby/Veterinary Medical Clinic for veterinary services for the animal shelter
- e. Schedule a public hearing regarding the Board's intent to apply for FY21 Community Transportation Program funding
- f. Approve the execution of the contract between Sampson County and Autryville Fire Department for rescue services
- g. Approve the leases between Sampson County and the Department of Public Safety (DPS) for space occupied by Probation and Parole (reapproval as three-year leases after required public notice)
- h. Approve Soil and Water Conservation District Records Retention Schedule
- i. Approve tax refunds and releases as submitted
- j. Approve budget amendments as submitted

**Consent Agenda - Health Department Items**

- k. Approve fee revisions as recommended by the Health Advisory Board
- l. Accept Community Health Grant continuation funding (Year 2) in the amount of \$150,000

**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, July 1, 2019 in the County Auditorium, 435 Rowan Road in Clinton, North Carolina. Members present: Chairman Clark Wooten, Vice Chairperson Sue Lee, and Commissioner Jerol Kivett. Absent: Commissioners Thaddeus Godwin and Harry Parker.

Chairman Wooten called the meeting to order and acknowledged Vice Chairperson Lee who called upon Commissioner Kivett for the invocation. Vice Chairperson Lee then led the Pledge of Allegiance.

### **Approval of Agenda**

Upon a motion made by Commissioner Kivett and seconded by Vice Chairperson Lee, the Board voted unanimously to approve the agenda with the following changes: Item 2 (f) Appointments - Convention and Visitors Bureau and Economic Development Commission appointments were added; Item 2 (g) Airport Terminal Parking Lot Paving Project documents were added.

### **Roads**

NCDOT District Engineer Keith Jackson provided the Board with an update on road projects, noting that July 1 starts off their 2020 fiscal year and the ongoing 2019 resurfacing contract projects on Dunn Road, HB Lewis Road, North Carolina Highway 411, and Bowen Road in the Harrells community. He also mentioned that the 2020 Resurfacing Plan had been completed and submitted but a date to let the contract was not provided at this time. He informed the Board that the 2020 Maintenance Plan, which includes approximately 250 miles of road shoulder clipping and ditch digging maintenance work and repairing approximately 50 damaged pipes, was expected to begin in July. He then provided an update on damages caused by Hurricane Florence in September of 2018, stating that all repair work is expected to be completed in August 2019. He informed the Board that the name of the NCDOT Traffic Incident Management System (TIMS) has been changed to DriveNC, and included a website change and update of the Push Notification system. He noted that the NCDOT is in the process of developing an emergency call notification system that will notify citizens of road closures and emergency events occurring within a general vicinity. He concluded by stating that his office is still working on the project at the intersection of Reedsford Road and Billy Lane. Commissioner Wooten asked Mr. Jackson about the progress of projects in the Ivanhoe community. Mr. Jackson stated that he would get more information and provide the Board with an update once obtained.

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

Russell Devane: My name is Russell Devane and I live at 715 G Shaw Road in Ivanhoe. I got a call from Sherriff Thornton on last Tuesday in reference to the new evacuation route we are trying to build down in Ivanhoe so that a lot of our residents won't be stranded when it comes to hurricanes and stuff like that and Sherriff Thornton informed me that he had talked with Mr. William Brisson up in Raleigh and that they had informed him, which in fact he informed me, that we had gotten over \$2,000,000.

The Chairman cautioned that the State budget had yet to be completed. Mr. Devane noted that his information was from Mr. Imes, who had discussed the matter with Representative William Brisson.

Vice Chairperson Lee expressed gratitude for Mr. Keith Jackson's efforts.

**Item 1: Presentation and Reports**

Recognition of Retirees Retiree Roseann Brown was not present to receive the recognition plaque.

**Item 2: Action Items**

Tax Settlement and Charge to Tax Collector Tax Administrator Jim Johnson reported to the Board the amount of \$1,098,754.06 of unpaid taxes for the current fiscal year which are liens on real property. This total is \$64,563.60 less than the previous fiscal year, although there was approximately \$300,000.00 increase in the levy from the previous year. Mr. Johnson noted that Sampson County had collected 97.61% of real and personal property taxes, the highest it has been in the past 14 years. Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Kivett, the Board voted unanimously to accept the settlement and charged the Tax Collector with collection of taxes for FY 2019-2020. (Copy of Tax Charge filed in Inc. Minute Book \_\_\_\_\_, Page \_\_\_\_\_.)

Amendment to Personnel Resolution Related to Membership in Retirement System Finance Officer David Clack noted that as part of the budget process, a waiting period for membership in the Local Government Employees Retirement System (LGERS) was proposed, and that under the waiting period new hires will not be allowed to join the retirement system for six months. The new policy requires that the Personnel Resolution is updated to reflect the new policy. Upon a motion made by Commissioner Kivett and seconded by Vice Chairperson Lee, the Board voted

unanimously to adopt the changes to the Personnel Resolution. (Copy of Amendment filed in Inc. Minute Book \_\_\_\_\_, Page \_\_\_\_\_.)

Sampson Area Transportation Request to Apply for Grant Funding

Transportation Director Rosemarie Oates informed the Board of the opportunity to apply for NCDOT FY 2020 Job Access Reverse Commute grant funding in the amount of \$20,000.00. She requested authorization for execution of submission of the grant documents and for the Board to schedule the mandated public hearing. Upon a motion made by Chairman Wooten and seconded by Commissioner Kivett, the Board voted unanimously to authorize the execution and submission of the grant application and schedule the required public hearing for August 5, 2019 (Copy filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_).

Award of Contract for Consultant Services Related to the Recruitment, Screening and Selection of an Economic Developer Human Resources Director Nancy Dillman presented a contract for consultation services related to the recruitment, screening, and selection of an Economic Developer, and recommended Developmental Associates, LLL. She noted that as part of the selection process, Developmental Associates, LLC conducts very thorough 60-90-day vetting process of its clients prior to recommendation. Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Kivett, the Board voted unanimously to authorize the contract for consulting services with Developmental Associates, LLC in an amount not to exceed \$18,825. (Copy filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_).

Designation of Voting Delegate - NCACC Annual Conference (August 22-24, 2019) Upon a motion made by Chairman Wooten and seconded by Vice Chairperson Lee, the Board voted unanimously to designate Commissioner Kivett to serve as the County's voting delegate at the NCACC Annual Conference (Copy of the voting delegate designation filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_).

Appointment - Aging Advisory Board (MCCOG) Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Kivett, the Board voted unanimously to appoint Jacqueline Howard to the Mid-Carolina Council of Government Aging Advisory Board.

Appointment - Social Services Advisory Committee Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Kivett, the Board voted unanimously to appoint Jeff Gray to the Social Services Advisory Committee.

Appointment - Convention and Visitors Bureau Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Kivett, the Board voted unanimously to appoint Deborah Thompson and reappoint Matthew Register to the Convention and Visitors Bureau.

Appointment - Economic Development Commission Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Kivett, the Board voted unanimously to reappoint John Baxter, Tim Butler, Bryan Griffin, and Dewayne West to the Economic Development Commission.

(Walk on) Airport Terminal Parking Lot Paving Project County Attorney Joel Starling informed the Board that the City of Clinton and the County had issued an RFP for parking lot paving at the airport terminal building. There were two bids received, with Highland Paving Co., LLC, of Eastover, NC being the lowest responsible bidder. Mr. Starling noted that the State grant-funded project had a 10% local match, which was allocated between the Clinton City and the County. He also noted that the Airport Advisory Board had previously voted on proceeding with the project if a qualified bid was received to be not more than 20% of the engineer's estimate. He noted that paving was scheduled to begin in July. Upon a motion made by Commissioner Kivett and seconded by Vice Chairperson Lee, the Board voted unanimously to award the paving bid to Highland Paving Co. LLC . Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Kivett, the Board voted unanimously to approve the budget amendment for the project as presented:

**EXPENDITURE**

<u>Code Number</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
	Capital Outlay Paving	\$102,587.00	
	Legal	\$500.00	
	Contingency	\$4,613.00	

**REVENUE**

<u>Code Number</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
	State Grant	\$96,930.00	
	City of Clinton	\$500.00	
	County Contribution	\$4,613.00	

Upon a motion made by Commissioner Kivett and seconded by Vice Chairperson Lee, the Board voted unanimously to approve the Capital Project Ordinance (Copy filed in Ordinance Book \_\_\_\_ Page \_\_\_\_). Upon a motion made by Commissioner Kivett and seconded by Vice Chairperson Lee, the Board voted unanimously to approve the contract between Sampson County and the City of Clinton and Highland Paving Co., LLC (Copy of the contract and bid documents filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_).

The Chairman expressed appreciation for the staff members involved in the airport improvement projects, noting that the airport is essential to attracting future economic development prospects.

**Item 3: Consent Agenda**

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

- a. Approved the minutes of the June 3, 2019; June 10, 2019; and June 17, 2019 meetings
- b. Adopted a proclamation honoring Sampson Chapel Church on their centennial (Copy filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_.)
- c. Approved the execution of contracts for non-emergency medical transportation between Sampson County (Department of Social Services) and The Gardens of Roseboro, The Magnolia, and Sampson Area Transportation (Copy filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_.)
- d. Approved the execution of contracts for legal services between Sampson County (Department of Social Services) and Tiffany Naylor and Warrick & Bradshaw (Copies filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_.)
- e. Approved the execution of the contract documents and specifications for the Clinton-Sampson Airport Runway 24 Land Clearing project (Copy filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_.)
- f. Approved and authorized the execution of the FY 2019-2020 Home and Community Care Block Grant (HCCBG) Funding Plan (Copy filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_.)
- g. Approved as a second reading the Resolution Amending the Sampson County Fire Commission and appointed Clark Wooten (Board Member), Ronald Bass (Emergency Services), Jerry Cashwell (Fire Marshal), Billy Lockamy (Insurance Industry), Ken Jackson (Fire Association President), George McGill (County Fire Chief), and Anthony Troublefield (Rescue Association President) to the Commission (Copy filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_.)
- h. Approved the amendment to the Contract for Solid Waste & Recyclables Collection Service between Sampson County and Waste Industries, LLC (Copy filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_.)
- i. Approved an amendment to the electronic waste recycling contract between Sampson County and ERI to increase the fee for general e-waste from \$0.16/lb to \$0.25/lb (Copy filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_.)
- j. Approved tax refunds and releases as submitted:

#9014	Christy Peterson	\$100.11
#9015	Danny Eason	\$111.14
#9016	Larry Faircloth, Jr.	\$150.21
#9018	Quintin Shirley	\$107.81
#9017	Summar Shirley	\$109.97

k. Approved budget amendments as submitted:

<b><u>EXPENDITURE</u></b>		County Schools		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11659140	555032	Capital Outlay Category 3	\$82,324.00	
11659140	555030	Capital Outlay Category 1		\$82,324.00

<b><u>REVENUE</u></b>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>

<b><u>EXPENDITURE</u></b>		Sampson Community College		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11659220	558000	Roofs and Improvements	\$659,581.00	
21142600	582096	Trans to General Fund	\$250,000.00	

<b><u>REVENUE</u></b>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11039999	409900	Fund Balance Appropriated	\$409,581.00	
21034260	409900	Fund Balance Appropriated	\$250,000.00	
11033981	409619	Trans Frm Capital Reserve	\$250,000.00	

<b><u>EXPENDITURE</u></b>		Airport Capital Project		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
40981560	5580815	Erosion Control/landscaping	\$114,500.00	

<b><u>REVENUE</u></b>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
40038156	403623	City of Clinton	\$103,050.00	
40038156	404000	State Grant	\$5,725.00	
40038156	409619	County Contribution	\$5,725.00	

<b><u>EXPENDITURE</u></b>		Library		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11761100	526200	Department Supplies	\$1,480.00	
11761100	526201	Department Supplies – Equipment	\$23,500.00	
11761100	538100	Data Processing – Programming	5,322.00	
11761100	552000	CO – Data Processing Equipment	\$15,170.00	
11761100	544000	Contracted Services	\$2,400.00	

<b><u>REVENUE</u></b>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
110361100	403646	LSTA Grant	\$43,798.00	
110361100	408401	Donations	\$4,074.00	

- Approved Clinton City Schools Budget Amendment No. 2 (Federal); Approved Clinton City Schools Budget Amendment No. 4 (State).

## County Manager's Report

County Manager Ed Causey noted ongoing projects, such as the hiring process of a new Economic Developer and the site analysis project, and the implementation of customer service plan improvements. He then informed the Board that the recently completed peer review of the Emergency Management Department will be presented to the Board during the August meeting.

## Public Comments

The Vice Chairperson opened the floor for comments and the following were received:

Annie Boykin: I am here because I was granted a rehabilitation for a single parent under Juanita Brewington last year, and I was awarded \$41,520.00. The work was done under Robert Strickland. I guess they bid for the lowest bidder that can come and fix the house. I have pictures to prove it. I have gotten up with Juanita. I've been down here several times. In order for them to pay Robert Strickland we had to come together and be in agreement with the work they have done to my house. Okay, I have never been in agreement with the work they have done. I took pictures of the work and wasn't satisfied. They left molding off. They put down vinyl rug siding. They didn't clean the floor before they put down the vinyl rug. It's already coming up in all the rooms and so I went back to Ms. Juanita and Jerry and I asked them is this how you all conduct your business, because the contractor said they we are supposed to be in agreement. Because the contract says I cannot sell my house within 10 years because I was awarded this grant. So they didn't hold up they're end of the bargain. I contacted Ms. Juanita. I had seven letters. They came to the house three times, every time I pointed out something they said it was fine. When the air condition and heating unit came on and my lights were flickering, they said call the light company, that's on the light company, but before they replaced the unit I had no problems with my lights. And I took pictures and everything. The light company agreed to meet me, when they turned to my house, they didn't know they were coming. Okay, then they put it on the man that was inspecting the house, so I had to call him back out. All this long time. It's like they had a year to guarantee their work that they did. Okay Mr. Strickland he will be clear within the next month, I think, and all this time keeps processing over and over. So the only thing I knew to do was to come down here and see what I can do next. Cause Juanita asked me if I was pleased with receiving the grant. I told her that I am thankful for the grant, but I am not pleased with how Rob and them did the work. And I guess who's over the finances paid him. And I've got pictures of the work they did to prove that its of standard, and I'll be willing to show you all the pictures and everything. So I'm just like, where do I go from here?

The County Attorney agreed to assist Ms. Boykin if she agreed to receive the assistance.

Annie Boykin: Yes, I will because I don't have no other choice because I want my house fixed right. And see, then the fire alarm goes off and I had to call the fire department. They just keep going off. They say just change the batteries. I change the battery. I looked and the man said they are upside down for one thing. She said that she met with the Board and you all decided to pay Robert Strickland. And I hate to say this while Juanita is not here, but I pulled up Robert Strickland and I found a rip-off ad in the paper and carried it down there to Ms. Juanita, because everything that's in that ad he did to my house.

The Chairman advised Ms. Boykin to work with the County Attorney regarding the matter.

### **Adjournment**

Upon a motion made by Vice Chairperson Lee and seconded by Chairman Wooten, 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





**RESOLUTION PROCLAIMING NOVEMBER AS  
NATIVE AMERICAN HERITAGE MONTH IN SAMPSON COUNTY**

**Whereas** the Richard Clinton Chapter of the National Society Daughters of the American Revolution have requested that the Board of Commissioners adopt a resolution proclaiming the month of November as Native American Heritage Month, joining a national initiative to celebrate rich and diverse cultures, traditions, and histories and to particularly acknowledge the important contributions of Native Americans; and

**Whereas**, what started at the turn of the century as an effort to gain a day of recognition for the significant contributions the first Americans have made to the establishment and growth of the United States has resulted in a whole month being designated for that purpose, including President George H. W. Bush's approval of a joint resolution in 1990 to declare November as National American Indian Heritage Month; and

**Whereas**, Native Americans are descendants of the original, indigenous inhabitants of what is now the United States and the history and culture of our great nation has been significantly impacted by the American Indians and indigenous peoples; and

**Whereas**, the history of our own county includes the vibrant culture and traditions of the Coharie Indians of Sampson and Harnett, who have been recognized as an official tribe by the North Carolina state legislature since 1971.

**Now, Therefore, Be It Resolved** by the Board of Commissioners of the County of Sampson County that the month of November is proclaimed Native American Heritage Month in Sampson County in recognition of the important contributions of Native Americans to the culture of the United States and to the County of Sampson.

**Adopted** this 5th day of August, 2019.

---

Clark H. Wooten, Chairman

ATTEST:

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Susan J. Holder, Clerk to the Board



North Carolina Department of Agriculture  
and Consumer Services  
*N.C. Forest Service*



Steven W. Troxler  
Commissioner

Scott Bissette  
Assistant Commissioner

FILE: D-6-FA  
Final Budget  
Fiscal Year 2019-20

NC Forest Resources  
221 Airport Road  
Fayetteville, NC 28306  
Phone: (910) 437-2620

Mr. David Clack  
Finance Director  
P.O. Box 257  
Clinton, NC 28328

Dear Mr. Clack:

Enclosed please find the contracts for FY-2019-20 between the North Carolina Forest Service and Sampson County. Please sign all three and return all three back to me so that I may have our Chief Deputy Commissioner, N. David Smith, sign also. Upon his signature, I will return one copy to you for your records.

If you should have any questions, please don't hesitate to contact County Ranger, Grant Jones at (910)592-4515, or myself at the above Fayetteville number. We look forward in working with you this year and appreciate all your support in the past.

Sincerely,

Felicia Spencer  
Office Manager  
District Six

cc: County Ranger, Grant Jones  
Enc: Final Budget Contracts - FY-2019-20

STATE OF NORTH CAROLINA  
Department of  
Agriculture and Consumer Services

\$ 373,708  
Total Cooperative  
Appropriation

\$ 224,225  
State 60%

\$ 149,483  
County 40%

AGREEMENT FOR THE PROTECTION, DEVELOPMENT AND IMPROVEMENT  
OF FOREST LANDS IN **SAMPSON COUNTY** NORTH CAROLINA

THIS AGREEMENT, made under authority of "An act to authorize Counties to cooperate with State in Forest Protection, Reforestation and promotion of Forest Management," **Article 75 of Chapter 106, G.S. 106-895 through G.S. 106-910, by Session Laws 2011-145, s. 13.25(p), effective July 1, 2011**, and also under authority of the North Carolina Department of Agriculture and Consumer Services (hereinafter Called the Department), party of the first part, and the Board of Commissioners of **SAMPSON COUNTY** in the State of North Carolina (hereinafter called the Board), party of the second part, witnesseth:

That WHEREAS the said Board, recognizing the need for active forest protection, development, reforestation, management and improvement in **SAMPSON COUNTY** has accepted the offer of the Department for cooperation in accomplishing this object:

Now, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the said parties contract and agree to maintain a legally appointed and equipped Forest Ranger organization in said county at the joint cost of the State and County, insofar as the joint funds will permit, as follows:

Part I. THE DEPARTMENT AGREES:

1. To select and employ a County Forest Ranger for the purposes of controlling forest fires in said County; for detecting and extinguishing fires that break out; for investigating the origin of forest, woodland and field fires; for enforcing State forest fire laws; for taking such preventive measures, educational and otherwise, as shall seem necessary to prevent forest fires; for developing and improving the forests through reforestation, promotion and practice of Forest Management practices; and for protection from insects and diseases.
2. To furnish to each Forest Ranger so employed a badge of office, stationery and report forms, instructional posters for use in the County, leaflets for distributing to landowners and others; to purchase necessary equipment, communication systems, and other Forestry improvements deemed necessary insofar as the joint funds will permit.
3. To pay the Forest Ranger for all official services rendered at a fair rate of pay. Rates of pay are to be established by the Department in accordance with existing State salary schedules.

4. To direct, supervise, instruct, and inspect, through its agents, the work and conduct of the Forest Ranger, to discipline and, when necessary, discharge such Forest Ranger.
5. To submit to the Board of Commissioners monthly (or at other mutually satisfactory intervals) an itemized statement of all monies to be paid by the County and those paid by the Department for the proper conduct of the work within said County.
6. To make available annually from State, Federal, and other funds allotted to it, the sum of **TWO HUNDRED TWENTY-FOUR THOUSAND AND TWO HUNDRED TWENTY-FIVE DOLLARS (\$224,225)** as its share of an annual budget of **\$373,708** for carrying on the work in said County.

Part II. THE BOARD AGREES:

1. To pay the Department 40% of the total cost of the Forest Ranger salaries and expenses and of other proper expenditures made in connection with the over-all Forestry program in said County, upon receipt and consequent approval of the periodic statements submitted by the Department.
2. To appropriate annually the sum of **ONE HUNDRED FORTY-NINE THOUSAND, FOUR HUNDRED AND EIGHTY-THREE DOLLARS (\$149,483)** which sum shall be available for expenditure under the terms of this Agreement, and shall represent the County's share of the annual budget.

Part III. IT IS EXPRESSLY AGREED AND UNDERSTOOD BY BOTH PARTIES:

1. That this Agreement becomes effective July 1, 2019, and lasts through June 30, 2020.
2. Payments made for services rendered in a prior contract period will apply toward the contract period in which the services were rendered and not toward the contract period when the payments are made.
3. That the annual appropriations as set forth above may be revised by mutual agreement between the Department and Board, based on the amount of annual appropriation desirable for the proper conduct of the Forestry work, such revision to become effective at the beginning of a given Fiscal Year. Any unused balance of County funds remaining at the end of a Fiscal Year shall revert to said County unless otherwise mutually agreed upon by both parties.
4. That the Board reimburse the Department as provided in Part II, Item 1, by forwarding a county voucher drawn in favor of the Department for the amount of the County's share of expenditures as set forth in the Department's periodic statement to the Board. That such payments be made by the Board within thirty days following receipt of the Department's billing.
5. The title to all improvements and equipment purchased and/or constructed in connection with this Agreement will rest with the Department; such materials or their equivalent will remain in the County as long as this Agreement is in effect, or as long as they are needed by the Department for the proper conduct of the work therein.

6. That the Forest Ranger periodically or at the request of the Board, shall present to the Board statements of the work being done within the County, so that said Board may be fully informed at all times regarding the Forestry finances and activities within the County.

IN WITNESS WHEREOF, the said parties do hereunto affix their names and seals upon the date herein below specified.

For the Board of County Commissioners of **SAMPSON COUNTY**

Date \_\_\_\_\_ County Manager

Provisions for the payment of the monies to fall due under this Agreement have been made by appropriation duly made or by bonds or notes duly authorized, as required by the County Fiscal Control Act.

Date 7/26/2019 \_\_\_\_\_ County Finance Officer

For the North Carolina Department of Agriculture and Consumer Services

Date \_\_\_\_\_ Signature

N. David Smith  
Chief Deputy Commissioner

**STATE OF NORTH CAROLINA**  
**COUNTY OF SAMPSON**

**AGREEMENT FOR VETERINARY  
SERVICES**

**THIS AGREEMENT FOR VETERINARY SERVICES** (the “Agreement”) is entered into by **SAMPSON COUNTY**, a body corporate and politic and a political subdivision of the State of North Carolina with a principal office located at 406 County Complex Road, Building C, Clinton, North Carolina 28328, (the “County”) and **WILLIAM C. OGLESBY, D.V.M.**, a veterinarian duly-licensed by the North Carolina Veterinary Medical Board, and **VETERINARY MEDICAL CLINIC, P.A.**, a North Carolina professional limited liability company with a principal office located at 804 Southeast Boulevard, Clinton, North Carolina 28328 (referred to collectively at times as the “Veterinarian” and at other times using the pronoun “he”). The County and the Veterinarian may also be referred to at times herein collectively as the “Parties”.

**RECITALS**

1. Pursuant to N.C. Gen. Stat. § 153A-442, the County has established and continues to equip, operate, and maintain the Sampson County Animal Shelter (the “Shelter”), which is located at 168 Agriculture Place, Clinton, North Carolina 28328.
2. The Shelter is responsible for, among other things, providing shelter and care for dogs and cats that have been impounded pursuant to the County’s Animal Control Ordinance, surrendered to the Shelter by their owner(s), and/or seized by law enforcement in connection with a criminal prosecution for animal cruelty or a related offense, such as failure to vaccinate.
3. Pursuant to N.C. Gen. Stat. § 153A-442, the Shelter is required to meet the same standards as all other animal shelters regulated by the North Carolina Department of Agriculture and Consumer Services (the “Department”) pursuant to the Department’s authority under Chapter 19A of the North Carolina General Statutes.
4. In order to ensure the Shelter’s compliance with Department standards and applicable law, the County wishes to engage a duly-licensed and qualified veterinarian to perform the professional services identified in this Agreement (the “Services”).
5. The Veterinarian is the owner of a veterinary clinic located at 804 Southeast Boulevard, Clinton, North Carolina 28328, and has agreed to perform the Services, upon the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties incorporate the foregoing recitals and agree as follows:

1. **Term.** The initial term of this Agreement shall expire on June 30, 2020, unless the Agreement is terminated sooner by either party. Thereafter, this Agreement may be renewed by mutual agreement of the parties for subsequent terms of one year, each such subsequent term beginning on July 1st and ending on June 30th of the following year.

2. **Termination.** This Agreement may be terminated by either party at any time and for any or no reason by giving thirty (30) days written notice.

3. **Obligations of the Veterinarian.**

a. The Veterinarian shall perform the following Services:

i. Provide veterinary care to sick or injured animals that are being housed at the Shelter or are otherwise in the custody of the Shelter both at the Shelter and at the Veterinarian's clinic, as circumstances may require. Veterinary care shall include, but not be limited to, the examination, diagnosis, and treatment of sick or injured animals; the anesthetic induction and surgical alteration of said animals (including, but not limited to, ovariohysterectomies, castrations, dental procedures, wound repairs, and foreign body removals); the development of treatment plans and provision of follow-up care for said animals, and the provision of professional advice to Shelter staff regarding the care of said animals;

ii. Provide the Shelter with thorough, complete records documenting any veterinary care provided pursuant to this Agreement, consistent with the applicable standard of care for the creation and retention of veterinary records;

iii. Evaluate the health and nutritional status of sheltered animals, assess the Shelter for proper kennel health management and proper sanitation methods, and provide health and temperament screenings for sheltered animals upon request. This shall be accomplished by, among other things, performing periodic walkthrough inspections at the Shelter no less frequently than once per week.

iv. Provide regular training to the Shelter's staff, including, but not limited to, the Shelter Director and Shelter Veterinary Technician;

v. Assist in the development, implementation, and periodic review of the Shelter's policies and procedures to ensure compliance with the provisions of Chapter 19A of the North Carolina General Statutes and Title 2, Chapter 52, Subchapter J of the North Carolina Administrative Code;

vi. Provide professional evaluations and advice to Shelter staff and law enforcement personnel concerning the condition of animals that are suspected to be the object of animal cruelty or neglect. This will require, at a minimum, performing same-day intake evaluations at the Veterinarian's clinic of animals that are impounded or seized pursuant to an animal cruelty investigation. During normal business hours, said animals will be taken directly to the Veterinarian's clinic by law enforcement personnel for an intake examination rather than being transported to the Shelter. The Veterinarian shall perform and document the intake examination and develop a treatment plan for any such animal. When, in the Veterinarian's professional judgment, it is warranted, any such animal shall remain at the Veterinarian's clinic for further observation and/or treatment;

vii. Provide expert veterinary testimony in both criminal and civil legal proceedings, as needed;

viii. Provide consultation regarding proper protocols for euthanasia, including, but not limited to, best practices for euthanasia administration, oversight of appropriate controlled substances and associated recordkeeping, training of Shelter personnel, and ensuring compliance with applicable federal and state law;

ix. Maintain a license to act as co-signer for the purchase, storage, and administration of controlled drugs at the Shelter by Shelter staff, consistent with applicable federal and state law;

x. Act as the veterinarian of record for the Shelter for the purpose of maintaining a current animal shelter permit issued by the Department.

b. The Veterinarian shall provide emergency veterinary care during normal business hours (defined as 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding County holidays).

c. The Veterinarian represents that he is a duly-licensed veterinarian in good standing with the North Carolina Board of Veterinary Medicine, that he will continue to be so licensed at all times Services are provided pursuant to this Agreement, that Services will only be performed by the Veterinarian or another duly-licensed veterinarian under the direct supervision of the Veterinarian, and that the Veterinarian has the appropriate facilities, instruments, and skill to perform the Services.

d. The Veterinarian, as well as any other veterinarian practicing veterinary medicine with the Veterinarian, will maintain a policy of professional liability (malpractice) insurance with limits in an amount acceptable to the County. The policy will cover not only the Veterinarian but also any staff employed by the Veterinarian. The Veterinarian will cause the County to be named as an additional insured with respect to any such policy and shall instruct the Veterinarian's insurance carrier to notify the County within thirty (30) days in the event of any cancellation of or reduction in the limits of any such policy of insurance.

e. To the fullest extent permitted by law, the Veterinarian shall indemnify and hold harmless the County and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and costs related to court action or arbitration) arising out of or resulting from the Veterinarian's performance of the Services or the actions of the Veterinarian or her employees or independent contractors. This indemnification shall survive the termination of this Agreement.

f. The Veterinarian shall supply, at her sole expense, all equipment, materials, and supplies required to perform the Services.



g. The Veterinarian will provide the County with a list of available non-emergency surgery times. Non-emergency surgery times will be determined by mutual agreement between the County and the Veterinarian, provided, however, that non-emergency surgeries be performed within one (1) week of the County's initial request for a non-emergency surgery time.

h. Although it is not the intent of this Agreement that the Veterinarian be the primary provider of routine spay and neuter services for animals adopted from the Shelter, the Veterinarian may be called upon from time to time to do so, subject to the following:

i. Upon request by the County, the Veterinarian shall accept vouchers from prospective pet adopters and invoice the County for the services rendered at a later date. The Veterinarian's invoice should include at least the name of the pet adopter, the voucher number of the voucher presented by the pet adopter, and a description of the veterinary procedure(s) performed;

ii. The Veterinarian agrees to allow prospective pet adopters to deliver animals to the Veterinarian prior to spay and neuter procedures and to allow prospective pet adopters to reclaim animals after spay and neuter procedures are completed;

iii. In the event that the Veterinarian determines in her professional opinion that an animal presented for a spay or neuter procedure with a County-issued payment voucher requires additional veterinary treatment, the Veterinarian will inform the prospective adopter in writing that the animal at issue requires veterinary treatment beyond a spay or neuter procedure and that any costs associated with the additional treatment will be the sole responsibility of the prospective pet adopter;

iv. In the event that a prospective pet adopter fails to present an animal for a scheduled spay or neuter procedure, the Veterinarian will notify the County of this fact in writing within seventy-two (72) hours;

#### **4. Obligations of the County.**

a. With respect *only* to spay and neuter services, the County shall pay the Veterinarian as follows:

i. The County will collect a spay and neuter fee as part of its pet adoption fee from all prospective pet adopters and issue vouchers to prospective pet adopters. These vouchers will be presented to the Veterinarian by prospective pet adopters prior to all spay and neuter procedures performed pursuant to this Agreement.

ii. Upon collection of the spay and neuter fee and issuance of a voucher, an employee of the County will contact the Veterinarian and schedule a

time for the procedure based upon the list of available surgery times provided by the Veterinarian. Surgery times will be determined by mutual agreement between the County and the Veterinarian, provided, however, that surgeries will be performed within one (1) week of the Shelter's initial request for a surgery time.

iii. Upon receipt of an invoice from the Veterinarian, the County will pay for spay and neuter procedures and related services at the following rates: (i) \$80.00 for dog and cat spays; (ii) \$55.00 for dog neuters; (iii) \$50.00 for cat neuters. These fees include surgical pre-examination, anesthesia, the surgical procedure, waste disposal, post-operative care and pain relief, post-surgical hospitalization not exceeding twenty-four (24) hours, and stitch removal. The County will not be responsible for the cost of any veterinary procedures not explicitly covered by this Agreement.

b. With respect to all other Services performed pursuant to this Agreement, the County shall pay the Veterinarian as follows:

i. For those specific veterinary procedures listed on the document entitled Schedule 1, which is attached hereto and incorporated herein by reference, the County shall pay the Veterinarian the amount reflected on said Schedule for each such veterinary procedure.

ii. For all other Services, the County shall pay the Veterinarian the rate of \$100 per week.

5. **Independent Contractor.** The Parties agree that Veterinarian is an independent contractor and shall not represent herself as an agent or employee of the County for any purpose in the performance of her duties under this Agreement. Accordingly, Veterinarian shall be responsible for maintaining Worker's Compensation insurance and for payment of all federal, state, and local taxes and business license fees arising out of the Veterinarian's activities pursuant to this Agreement. For purposes of this Agreement, taxes shall include, but not be limited to, federal and state income, Social Security, and unemployment insurance taxes. The Veterinarian, as an independent contractor, shall perform the services required hereunder in accordance with the standards of the North Carolina Board of Veterinary Medicine.

6. **Health and Safety.** The Veterinarian shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.

7. **Non-Discrimination in Employment.** The Veterinarian shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. The Veterinarian shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event the Veterinarian is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Agreement may be canceled,

terminated, or suspended in whole or part by the County, and the Veterinarian may be declared ineligible for further County contracts.

8. **Assignment and Subcontracting.** The Veterinarian shall not assign her interest in this Agreement or subcontract with a third party for the performance of the Veterinarian's obligations under this Agreement without the prior written consent of the County. Veterinarian has no authority to enter into agreements on behalf of the County.

9. **Compliance with Laws.** The Veterinarian represents that he is in compliance with all federal, state, and local laws, regulations, or orders. The performance of this Agreement shall be carried out in strict compliance with all federal, state, and local laws.

10. **E-Verify.** To the extent that the Veterinarian is an "employer" within the meaning of N.C. Gen. Stat. § 64-25, as a condition of payment for services rendered under this Agreement, the Veterinarian shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The Veterinarian shall verify, by affidavit, compliance of the terms of this section upon request by the County.

11. **Good Standing with County.** The Veterinarian certifies that he is not delinquent on any taxes, fees, or other debt owed by Veterinarian to the County. Veterinarian covenants and agrees to remain current on any taxes, fees, or other debt owed by Veterinarian to the County during the term of this Agreement.

12. **Notices.** All notices which may be required by this Agreement or any rule of law shall be effective when received by certified mail sent to the following addresses:

**SAMPSON COUNTY**

Attn: Ed Causey, County Manager  
406 County Complex Rd., Bldg. C  
Clinton, NC 28328

**VETERINARIAN**

Veterinary Medical Clinic, P.A.  
William C. Oglesby, D.V.M.  
804 Southeast Blvd.  
Clinton, NC 28328

13. **Audit Rights.** For all services being provided hereunder, the County shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, the Veterinarian must make the materials to be audited available within one (1) week of the request for them.

14. **Annual Appropriations and Funding.** This Agreement may be subject to the annual appropriation of funds by the County. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, the County will be entitled

to immediately terminate this Agreement, without penalty or liability, except the payment of all fees due under this Agreement up to and through the last day of service.

15. **Non-Exclusivity.** Nothing herein shall be construed as creating any exclusive arrangement between the County and the Veterinarian. This Agreement shall not restrict the County from contracting with or engaging other veterinarians to provide services similar or identical to those provided by the Veterinarian pursuant to this Agreement.

16. **Entire Agreement.** This Agreement shall constitute the entire understanding between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the Parties.

17. **Governing Law.** This Agreement shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to the Agreement shall be brought in the General Court of Justice in the County of Sampson, North Carolina.

**IN WITNESS WHEREOF,** the Parties hereby cause this Agreement to be duly executed, effective as of the later of the execution dates set forth below.

**SAMPSON COUNTY**

**VETERINARY MEDICAL CLINIC, P.A.**

\_\_\_\_\_  
Edwin W. Causey, County Manager  
Date: \_\_\_\_\_

\_\_\_\_\_  
William C. Oglesby, President  
Date: \_\_\_\_\_

**WILLIAM C. OGLESBY, D.V.M.**

\_\_\_\_\_  
William C. Oglesby, D.V. M.  
Date: \_\_\_\_\_



SAMPSON AREA TRANSPORTATION  
311 COUNTY COMPLEX RD.  
BUILDING H  
CLINTON, NC 28328  
PHONE: (910) 299-0127

ROSEMARIE OATES, DIRECTOR  
Email: [roates@sampsonnc.com](mailto:roates@sampsonnc.com)

Memorandum:

TO: Mr. Ed Causey, County Manager  
FROM: Rosemarie Oates, Director, Sampson Area Transportation  
DATE: July 23, 2019  
RE: FY21 CTP Grant, 5310 Grant, Capital Grant

I am requesting approval from the Board of Commissioners to allow Sampson Area Transportation to apply for the following grants from the NC Department of Transportation for FY21: CTP (Administrative expenses), 5310 Elderly/Disabled (to provide transp. services), and Capital (6 replacement vans and 2 computers) and to hold a public hearing on September 9, 2019 for these grants. The grants that I will be applying for will be for the following amounts: CTP-\$235,217 with a 15% local match of \$35,283, 5310 Elderly/Disabled-\$70,000 with a 50% local in-kind match of \$35,000, and Capital-\$378,400 with a 10% local match of \$37,840.

Please let me know if you have any questions.

Thank you,

Rosemarie Oates  
Director, Sampson Area Transportation

Attachments: Application for Funding  
Local Share Certification

**PUBLIC HEARING NOTICE**

**Section 5311 (ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.**

This is to inform the public that a public hearing will be held on the proposed Sampson County Community Transportation Program Application to be submitted to the North Carolina Department of Transportation no later than October 4, 2019. The public hearing will be held on Sept. 9, 2019 at 6:00 PM before the (*governing board*) Sampson County Board of Commissioners.

Those interested in attending the public hearing and needing either auxiliary aids and services under the Americans with Disabilities Act (ADA) or a language translator should contact Rosemarie Oates on or before August 30, 2019, at telephone number 910-299-0127 or via email at roates@sampsonnc.com.

The Community Transportation Program provides assistance to coordinate existing transportation programs operating in Sampson County as well as provides transportation options and services for the communities within this service area. These services are currently provided using Transit vans. Services are rendered by Sampson Area Transportation.

The total estimated amount requested for the period July 1, 2020 through June 30, 2021

<u>Project</u>	<u>Total Amount</u>	<u>Local Share</u>
Administrative	\$ 235,212	\$ 35,283 (15%)
Operating (5311)	\$	\$ (50%)
Capital (Vehicles & Other)	\$ 378,400	\$ 37,840 (10%)
5310 Operating	\$70,000	\$70,000 (50%)
Other _____	\$	\$ ( %)
<b>TOTAL PROJECT</b>	<b>\$ 683,612</b>	<b>\$ 108,123</b>

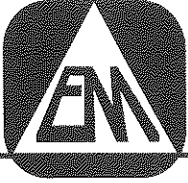
**Total Funding Request**

**Total Local Share**

This application may be inspected at 311 County Complex Rd from 8:00 am-5:00 pm, Monday -Friday. Written comments should be directed to Rosemarie Oates before August 31, 2019.

*End of Notice*

\_\_\_\_\_ **Note: AN ORIGINAL COPY** of the published Public Hearing Notice must be attached to a signed Affidavit of Publication. **Both the Public Hearing Notice and the Affidavit of Publication** must be submitted with the grant application. \_\_\_\_\_



## **MEMORANDUM:**

**TO:** Mrs. Susan J. Holder, Assistant County Manager  
**FROM:** <sup>RB</sup> Ronald Bass, Emergency Management  
**DATE:** July 15<sup>th</sup>, 2019  
**SUBJECT:** **Autryville Fire Department and Sampson County Contract for Rescue Services**

Please find the attached proposed contract between the Autryville Area Fire Department and the County of Sampson, for Rescue Services (RT). The fire department is requesting to provide rescue services in their fire district. The funding was approved in the 2019-2020 budget.

Please place this on the Board of Commissioners agenda for the August meeting,

Please feel free to contact me should you have any questions.

RB/ntr

NORTH CAROLINA  
SAMPSON COUNTY

CONTRACT FOR RESCUE SERVICES

THIS CONTRACT made and entered into this \_\_\_ day of \_\_\_\_\_, by and between SAMPSON COUNTY, a body politic and corporate of the State of North Carolina, whose mailing address is 435 Rowan Road, Clinton, North Carolina 28328, hereinafter referred to and designated as "County" and AUTRYVILLE AREA FIRE DEPARTMENT, INC. a non-profit corporation, whose mailing address is 305 N. HOTEL STREET AUTRYVILLE, NORTH CAROLINA, hereinafter referred to and designated as "the Department."

WITNESSETH:

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

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

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

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

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



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

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

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

5. OTHER RESPONSIBILITIES OF THE DEPARTMENT.

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

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

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

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

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

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

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

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

#### 6. RESPONSIBILITIES OF THE COUNTY.

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

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

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

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

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

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

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

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

COUNTY OF SAMPSON

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Clark H. Wooten, Chairman  
Board of Commissioners

ATTEST:


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

DATE: 7-9-19

AUTRYVILLE AREA FIRE DEPARTMENT, INC

BY:  Fire Chief

(CORPORATE SEAL)

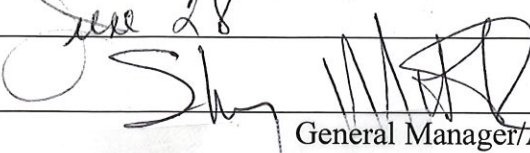
ATTEST:  
  
Secretary

**AFFIDAVIT OF PUBLICATION**  
**STATE OF NORTH CAROLINA**  
**COUNTY OF SAMPSON**




SHERRY MATTHEWS, GENERAL MANAGER/ADVERTISING DIRECTOR of the Sampson Independent, a newspaper published in Sampson County, N.C. being duly sworn, says that at the time the attached notice was published in the SAMPSON INDEPENDENT, said newspaper met all of the requirements and qualifications prescribed by North Carolina General Statue 1-597; that said newspaper had a general circulation to actual paid subscribers; and was admitted to the United States mail as second class matter in Sampson County, N.C.; and further, that the attached notice was published in the SAMPSON INDEPENDENT on

June 28, 2019.

  
\_\_\_\_\_

General Manager/Advertising Director

Sworn to and subscribed before me this the 28th day of June, 2019.

  
\_\_\_\_\_

NOTARY PUBLIC

My commission expires: June 20, 2020

**PUBLIC NOTICE**  
The Sampson County Board of Commissioners will consider at their August 5, 2019 regular meeting the approval of a 3-yr rental lease with the NC Dept of Public Safety for +/- 3,650 net sq ft of office space at 101 Main St, Clinton and +/- 855 net sq ft of office space at 405 County Complex Rd for the sum of \$1 for a 3-year term.  
  
The Sampson Independent  
June 28, 2019.c.





# North Carolina Department of Public Safety

## Purchasing and Logistics

Roy Cooper, Governor  
Erik A. Hooks, Secretary

Cassandra Skinner Hoekstra, Chief Deputy Secretary  
Douglas Holbrook, Chief Financial Officer  
Joanne B. Rowland, Director

May 01, 2019

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

**RE:** County Provided Office Space Located at Various Sites in Clinton, Sampson County,  
North Carolina

Dear Mr. Causey,

Hope all is well! Our DPS-Probation and Parole staff has been occupying space at location indicated and the lease agreement will expire in June, 2019. With respect to §Statute 15-209 and in effort to initiate a new request, please see "no cost" lease documents attached. Upon your review and approval, kindly sign both originals of enclosed lease, have notarized and returned to me at the office address listed below. The lease will be executed by the DPS Property Office and one original will be returned to you for your records. Please leave the date on the first page blank as this will be completed by the DPS Property Office upon execution.

Should you have any questions or concerns, please feel free to contact me or Ron Moore, Real Property Officer at 919-324-6467. Thank you in advance for your assistance regarding this matter.

Sincerely,

Angela C. Conyers, Administrative Specialist II

Phone: 919-324-6228

Fax: 919-733-5188

[angela.conyers@ncdps.gov](mailto:angela.conyers@ncdps.gov)

**MAILING ADDRESS:**  
4227 Mail Service Center  
Raleigh, NC 27699-4200  
[www.ncdps.gov](http://www.ncdps.gov)



**OFFICE LOCATION:**  
3030 Hammond Business Place  
Raleigh, NC 27603-3666  
Telephone (919) 743-8141  
Fax (919) 715-3731

An Equal Opportunity Employer

**THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED  
BY THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY**

STATE OF NORTH CAROLINA

**LEASE AGREEMENT**

THIS LEASE AGREEMENT, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between **COUNTY OF SAMPSON**, hereinafter designated as Lessor, and the **STATE OF NORTH CAROLINA**, hereinafter designated as Lessee;

**WITNESSETH:**

WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1<sup>st</sup> day of September, 1981; and

WHEREAS, the Department of Administration has delegated to this State agency the authority to execute this lease agreement by a memorandum dated the 18<sup>th</sup> day of January, 2017; and

WHEREAS, the parties hereto have mutually agreed to the terms of this lease agreement as hereinafter set out,

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in **(See Below) County of Sampson**, North Carolina, more particularly described as follows:

**Being +/- 3,650 net square feet of office space located at 101 Main Street, Clinton, Sampson County, North Carolina.**

**Being +/- 855 net square feet of office space located at 405 County Complex Road, Building B, Clinton, Sampson County, North Carolina.**

**(DEPARTMENT OF PUBLIC SAFETY-ADULT PROBATION and PAROLE)**

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. The term of this lease shall be for a period of three **(3) Years** commencing on the **1<sup>st</sup> day of July, 2019** or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the **30<sup>th</sup> day of June, 2022**.
2. The Lessee shall pay to the Lessor as rental for said premises the sum of **\$1.00** Dollars per term to be payable within five (5) days from receipt of invoice in triplicate.

The Lessee agrees to pay the aforesaid rental to Lessor at the address specified or, to such other address as the Lessor may designate by a notice in writing at least fifteen (15) days prior to the due date.

3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services and utilities to the satisfaction of the Lessee.

- A. Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.
- B. Janitorial services and supplies including maintenance of lawns, parking areas, common areas and disposal of trash.
- C. All utilities except telephone.
- D. Parking as available.
- E. The lessor covenants that the leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to an accessible restroom.

4. During the lease term, the Lessor shall keep the leased premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee in addition to any other remedy the Lessee may have to make such repair at its own cost and to invoice the amount thereof to the Lessor. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.

5. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the leased premises will be used by Lessee.

6. The Lessee shall have the right during the existence of this lease, with the Lessor's prior consent, to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.

7. If the said premises be destroyed by fire or other casualty without fault of the Lessee, this lease shall immediately terminate. In case of partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenable in whole or in part, and during such period of repair, and if the Lessor can not provide suitable office space, the Lessee shall have the right to obtain similar office space at the expense of Lessee with reimbursement from the County or the Lessee may terminate the lease by giving fifteen (15) days written notice to the Lessor.

8. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor could reasonably have complied with said requirement.

9. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.

10. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.

11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.

12. Any hold over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than sixty (60) days written notice to terminate the tenancy.

13. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local offices on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.

14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: To the Lessor at **406 County Complex Road, Clinton North Carolina** and the Lessee at **3030 Hammond Business Place, Raleigh, North Carolina 27699-4227**. ~~Nothing herein contained shall preclude the giving of such notice by personal service.~~ The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.



15. "N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization."

**[Remainder of page intentionally left blank; signatures on following pages]**

IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

STATE OF NORTH CAROLINA

By: \_\_\_\_\_ (SEAL)  
Joanne Rowland,  
Director of Purchasing nad Logistics

LESSOR:

\_\_\_\_\_ (SEAL)  
The County of Sampson  
Edwin W. Causey, County Manager

ATTEST:

\_\_\_\_\_  
Secretary  
(CORPORATE SEAL)

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, do hereby certify that **Edwin W. Causey**, personally came before me this day and acknowledged that he is the **County Manager**, and that by authority and given as an act of **Sampson County** and acknowledged the due execution of the foregoing instrument in its name.

WITNESS my hand and Notarial Seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

I, Wanda B. Hicks, a Notary Public in and for the County of Johnston and State aforesaid, do hereby certify that **Joanne Rowland**, personally appeared before me this date and acknowledged the due execution by her of the foregoing instrument as Director of Purchasing and Logistics of the Department of Public Safety of the State of North Carolina, for the purposes therein expressed.

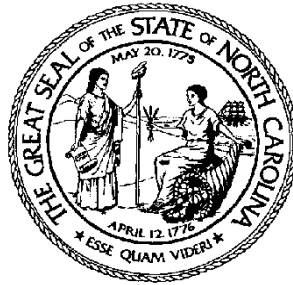
WITNESS my hand and Notarial Seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

My commission expires August 19, 2019

# RECORDS RETENTION AND DISPOSITION SCHEDULE

## SOIL AND WATER CONSERVATION DISTRICTS



Issued By:



North Carolina Department of Natural and Cultural Resources  
Division of Archives and Records  
Government Records Section

March 1, 2019

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## **Soil and Water Conservation District Records Retention and Disposition Schedule**

The records retention and disposition schedule and retention periods governing the records series listed herein are hereby approved. This agency-specific records schedule should be used in concert with the current Local Government Agencies General Records Retention and Disposition Schedule to provide full records management guidance. In accordance with the provisions of Chapters 121 and 132 of the *General Statutes of North Carolina*, it is agreed that the records do not and will not have further use or value for official business, research, or reference purposes after the respective retention periods specified herein and are authorized to be destroyed or otherwise disposed of by the agency or official having custody of them without further reference to or approval of either party to this agreement. The local government agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of destruction. Confidential records will be destroyed in such a manner that the records cannot be practicably read or reconstructed. However, records subject to audit or those legally required for ongoing official proceedings must be retained until released from such audits or official proceedings, notwithstanding the instructions of this schedule. ***Public records, including electronic records, not listed in this schedule are not authorized to be destroyed.***

This local government agency and the Department of Natural and Cultural Resources agree that certain records series possess only brief administrative, fiscal, legal, research, and reference value. These records series have been designated by retention periods that allow these records to be destroyed when *"reference value ends."* The local government agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that the Department of Natural and Cultural Resources has scheduled with the disposition instruction *"destroy when reference value ends."* If a local government agency does not establish internal policies and retention periods, the local government agency is not complying with the provisions of this retention schedule and is not authorized by the Department of Natural and Cultural Resources to destroy the records with the disposition instruction *"destroy when reference value ends."*

The local government agency and the Department of Natural and Cultural Resources concur that the long-term and/or permanent preservation of electronic records requires additional commitment and active management by the agency. The agency agrees to comply with all policies, standards, and best practices published by the Department of Natural and Cultural Resources regarding the creation and management of electronic records.

It is further agreed that these records may not be destroyed prior to the time periods stated; however, for sufficient reason they may be retained for longer periods. This schedule is to remain in effect from the date of approval until it is reviewed and updated.

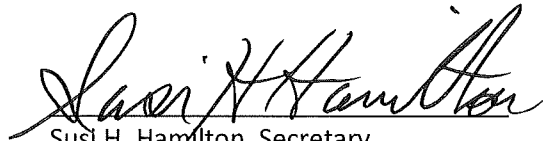
**APPROVAL RECOMMENDED**

\_\_\_\_\_  
Department Head  
Soil and Water Conservation District

  
\_\_\_\_\_  
Sarah E. Koonts, Director  
Division of Archives and Records

**APPROVED**

\_\_\_\_\_  
Chair of the Board  
Soil and Water Conservation District  
Board of Supervisors

  
\_\_\_\_\_  
Susi H. Hamilton, Secretary  
Department of Natural and Cultural  
Resources

\_\_\_\_\_  
District

March 1, 2019

## EXECUTIVE SUMMARY

- ✓ According to G.S. § 121-5(b) and G.S. § 132-3, you may destroy public records only with the consent of the Department of Natural and Cultural Resources (DNCR). The State Archives of North Carolina is the division of DNCR charged with administering a records management program. This schedule is the primary way the State Archives of North Carolina gives its consent. Without approving this schedule, your agency is obligated to obtain the State Archives of North Carolina's permission to destroy *any* record, no matter how insignificant.
- ✓ Each records series listed on this schedule has specific disposition instructions that will indicate how long the series must be kept in your office. In some cases, the disposition instructions are simply "retain in office permanently," which means that those records must be kept in your office forever. In other cases, the retention period may be "destroy in office when reference value ends." An agency may have reference copies of materials, meaning "a copy of a record distributed to make recipients aware of the content but not directing the recipient to take any action on the matter" (from Richard Pearce-Moses, *A Glossary of Archival and Records Terminology*). Your agency must establish and enforce internal policies by setting minimum retention periods for the records that the State Archives of North Carolina has scheduled with the disposition instruction "destroy when reference value ends."
- ✓ This schedule applies to the records of local soil and water conservation districts.
- ✓ E-mail is a record as defined by G.S. § 121-5 and G.S. § 132. It is the content of the e-mail that is critical when determining the retention period of a particular e-mail, including attachments, not the media in which the record was created. It is important for all agency employees and officials to determine the appropriate records series for specific e-mails and retain them according to the disposition instructions.
- ✓ The State Archives of North Carolina recommends that all agency employees and officials view the tutorials that are available online through the State Archives website to familiarize themselves with records management principles and practices. The State Archives of North Carolina's online tutorials include topics such as records management, utilizing the retention schedule, e-mail management, and scanning guidelines.
- ✓ The State Archives of North Carolina provides microfilming services for the minutes of major decision-making boards and commissions. Once those records are filmed, we will store the silver halide negative (original) in our security vault. There is a nominal fee for filming and duplicating film. Contact the Records Management Analyst in charge of microfilm coordination for the most current information.



## MANAGING PUBLIC RECORDS IN NORTH CAROLINA

---

### ***Q. What is this “records retention and disposition schedule”?***

- A.** This document is a tool for the employees of local government agencies across North Carolina to use when managing the records in their offices. It lists records commonly found in agency offices and gives an assessment of their value by indicating how long those records should be retained. This schedule is also an agreement between your agency and the State Archives of North Carolina.

This schedule serves as the inventory and schedule that the State Archives of North Carolina is directed by G.S. § 121-5(c) and G.S. § 132-8 to provide. It supersedes all previous editions, including all amendments.

---

### ***Q. How do I get this schedule approved?***

- A.** This schedule must be approved by your governing body for use in your agency. That approval should be made in a regular meeting and recorded as an action in the minutes. It may be done as part of the consent agenda, by resolution, or other action.
- 

### ***Q. Am I required to have all the records listed on this schedule?***

- A.** No, this is not a list of records you must have in your office.
- 

### ***Q. What is “reference value”?***

- A.** Items containing “reference value” in the disposition instructions are generally records that hold limited value, which is typically restricted to those documenting routine operations within the office. A minimum retention period should be established by the office for any items containing the phrase “destroy in office when reference value ends” in the disposition instructions.
- 

### ***Q. Do the standards correspond to the organizational structure of my agency?***

- A.** Records series are grouped into standards to make it easier for users to locate records and their disposition instructions. You may find that the groupings reflect the organizational structure of your agency, or you may find that records are located in various standards depending on the content of the record. The intent of the schedule’s organization is to provide an easy reference guide for the records created in your agency.
- 

### ***Q. What if I cannot find some of my records on this schedule?***

- A.** Sometimes the records are listed in a different standard than how you organize them in your office. Be sure to check the Index and utilize the search function on the PDF version of the schedule to facilitate the location of records series. If you still cannot locate your records on the schedule, contact a Records Management Analyst. We will work with you to amend this records schedule so that you may destroy records appropriately.
- 

### ***Q. What are public records?***

- A.** The *General Statutes of North Carolina*, Chapter 132, provides this definition of public records:

“Public record” or “public records” shall mean all documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, made or received pursuant to law or ordinance in connection with the transaction of public business by any agency of North Carolina government or its subdivisions. Agency of North Carolina government or its subdivisions shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political subdivision of government.

---

**Q. Is any person allowed to see my records?**

**A.** Yes, except as restricted by specific provisions in state or federal law. G.S. § 132-6 instructs:

“Every custodian of public records shall permit any record in the custodian’s custody to be inspected and examined at reasonable times and under reasonable supervision by any person, and shall, as promptly as possible, furnish copies thereof upon payment of any fees as may be prescribed by law. ... No person requesting to inspect and examine public records, or to obtain copies thereof, shall be required to disclose the purpose or motive for the request.”

---

**Q. What about my confidential records?**

**A.** Not all government records are open to public inspection. Exceptions to the access requirements in G.S. § 132-6 and the definition of public records in G.S. § 132-1 are found throughout the General Statutes. You must be able to cite a specific provision in the General Statutes or federal law when you restrict or deny access to a particular record.

---

**Q. Am I required to make available to the public copies of drafts that have not been approved?**

**A.** Yes, even if a report, permit, or other record has not been finalized, it is still a public record subject to request. Any record that is not confidential by law must be provided when a request is received, whether it is “finished” or not.

---

**Q. What do I do with permanent records?**

**A.** Permanent records should be maintained in the office that created the records, forever.

The Department of Natural and Cultural Resources (DNCR) is charged by the General Assembly with the administration of a records management program (N.C.G.S. §121-4 (2) and §132-8.1) and the maintenance of “a program for the selection and preservation of public records considered **essential** to the operation of government and to the **protection of the rights and interests of persons**” (§132-8.2). Permanent records with these characteristics require preservation duplicates that are human-readable (paper or microfilm). Some examples of these characteristics include:

- Affect multiple people, without regard to relation
- Have significance over a long span of time
- Document governance
- Document citizenship

Examples of records with these characteristics:

- Minutes of governing bodies at the state and local levels are the basic evidence of our system of governance, and are routinely provided for the public to read.
  - Records, such as deeds and tax scrolls, about land document changes in ownership and condition. Counties maintain offices expressly for the purpose of making those records available to the public. Other records in local and state governments document potential public health hazards, such as hazardous materials spills.
  - Adoptions, marriages, and divorces document changes in familial relationships and document citizenship. Though adoptions are confidential (not available for public inspection), they document citizenship and changes in inheritance and familial succession.
  - Court records, such as wills, estates, and capital cases, affect people within and across family groups, are made available for public inspection, and often involve transactions related to the examples above.
- See the Human-Readable Preservation Duplicates policy issued by the North Carolina Department of Natural and Cultural Resources (<https://archives.ncdcr.gov/documents/human-readable-preservation-duplicates>) and check with a records analyst to determine whether your permanent records require a preservation duplicate.

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**Q. *What is historical value?***

- A.** Historical records document significant events, actions, decisions, conditions, relationships, and similar developments. These records have administrative, legal, fiscal, or evidential importance for the government or its citizens. Call a Records Management Analyst for further assistance in assessing historical value.

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**Q. *What if I do not have any records?***

- A.** Nearly every position in government generates, receives, or uses records. Computer files of any kind, including drafts and e-mail, are public records. Even if your records are not the official or final version, your records are public records. Not all records have high historical, legal, or fiscal value, but they all must be destroyed in accordance with the provisions of the appropriate records schedule.

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**Q. *May I store our unused records in the basement, attic, shed, etc.?***

- A.** Public records are public property. Though we encourage agencies to find places to store records that do not take up too much valuable office space, the selected space should be dry, secure, and free from pests and mold. Your office must ensure that records stored away from your main office area are well protected from natural and man-made problems while remaining readily available to your staff and the public.

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**Q. *Our old records are stored in the attic, basement, or off-site building, etc. Are we required to provide public access to these records?***

- A.** Yes, as long as the records are not confidential by law. You should also be aware that confidentiality can expire.

---

**Q. *Aren't all our old records at the State Archives of North Carolina?***

- A.** Probably not. The State Archives of North Carolina collects only very specific types of records from local government offices. Contact a Records Management Analyst for more information about which records are held or can be transferred to the State Archives of North Carolina for permanent preservation.

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**Q. *I found some really old records. What should I do with them?***

- A.** Call a Records Management Analyst. We will help you examine the records and assess their historical value.

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**Q. *Can I give my old records to the historical society or public library?***

- A.** Before you offer any record to a historical society, public library, or any other entity, you must contact a Records Management Analyst. Permanent records must be kept either in your offices or at the State Archives of North Carolina.

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**Q. *Whom can I call with questions?***

- A.** If you are located west of Statesville, call our Western Office in Asheville at (828) 296-7230 extension 224. If you are east of Statesville, all the way to the coast, call our Raleigh office at (919) 807-7350.

## AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION

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**Q. Why is there an asterisk in the disposition instructions of so many items on this schedule?**

**A. No record involved in a pending or ongoing audit, legal, or other official action may be destroyed before that audit or action is resolved.**

A legal hold or litigation hold means that records that are the subject of the legal hold or litigation hold must be preserved and thus must not be destroyed until officially released from the hold. A legal hold or litigation hold is placed when either an official discovery order is served on the agency requesting the production of the records in question (for a litigation, regulatory investigation, audit, open records request, etc.) or litigation is pending and the agency is thus on notice to preserve all potentially relevant records. You must also ensure that for a claim or litigation that appears to be reasonably foreseeable or anticipated but not yet initiated, any records (in paper or electronic formats) relevant to such a claim or litigation are preserved and not destroyed until released by your General Counsel. The records in question must not be destroyed until the completion of the action and the resolution of all issues that arise from it regardless of the retention period set forth in this schedule.

We have used an asterisk (\*) in the disposition instructions to mark records series that are commonly audited, litigated, or may be subject to other official actions. However, any record has this potential. Records custodians are responsible for being aware of potential actions, and for preventing the destruction of any record that is, or may be reasonably expected to become, involved in an audit, legal, or other official action.

Records used during routine audits may be destroyed when the governing body accepts the audit, if the records have completed the retention period listed in this schedule. If time remains in the retention period, the records must be maintained for the remainder of the period. The auditor's working papers must be kept according to the schedule. (See Local Government General Records Schedule, Standard 1, Audits: Performance and Standard 5, Audits: Financial.) Should a dispute arise over an audit, the records that were audited should be retained until that dispute is resolved.

The attorney representing the agency should inform records custodians when legal matters are concluded and records will no longer be needed. Following the conclusion of any legal action, the records may be destroyed if they have met the retention period in the schedule. Otherwise, they should be kept for the remaining time period.

## TRANSITORY RECORDS

Transitory records are defined as “record[s] that [have] little or no documentary or evidential value and that need not be set aside for future use.”<sup>1</sup>

According to North Carolina General Statutes § 121 and § 132, every document, paper, letter, map, book, photograph, film, sound recording, magnetic or other tape, electronic data processing record, artifact, or other documentary material, regardless of physical form or characteristics, made or received in connection with the transaction of public business by any state, county, municipal agency, or other political subdivision of government is considered a public record and may not be disposed of, erased, or destroyed without specific approval from the Department of Natural and Cultural Resources.

The Department of Natural and Cultural Resources recognizes that some records may have little or no long-term documentary or evidential value to the creating agency. These records are often called “transitory records.” The following questions and answers discuss types of transitory records commonly created in state government. They may be disposed of according to the guidance below. However, all public employees should be familiar with the General Schedule for State Agency Records, their office’s Program Records Retention and Disposition Schedule, and any other applicable guidelines for their office. If any of these documents require a different retention period for these records, follow the longer of the two retention periods. When in doubt about whether a record is transitory, or whether it has special significance or importance, retain the record in question and seek guidance from the analyst assigned to your agency.

---

### ***Q. What do I do with routing slips, fax cover sheets, “while you were out” slips, memory aids, etc.?***

- A.** Routing slips and transmittal sheets adding no information to that contained in the transmitted material have minimal value after the material has been successfully transmitted. These records may be destroyed or otherwise disposed of after receipt of the material has been confirmed.

Similarly, “while you were out” slips, memory aids, and other records requesting follow-up actions (including voicemails) have minimal value once the official action these records are supporting has been completed and documented. Unless they are listed on the General Schedule for State Agency Records or your office’s Program Records Retention and Disposition Schedule, these records may be destroyed or otherwise disposed of once the action has been resolved.

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### ***Q. What about research materials, drafts, and other working papers used to create a final, official record?***

- A.** Drafts and working papers are materials, including notes and calculations, gathered or created to assist in the creation of another record. All drafts and working papers are public records subject to all provisions of General Statute § 132, but many of them have minimal value after the final version of the record has been approved, and may be destroyed after final approval, if they are no longer necessary to support the analysis or conclusions of the official record. Drafts and working documents which may be destroyed after final approval include:

- Drafts and working papers for internal and external policies
- Drafts and working papers for internal administrative reports, such as daily and monthly activity reports
- Drafts and working papers for internal, non-policy-level documents, such as informal workflows and manuals; and

<sup>1</sup> *A Glossary of Archival and Records Terminology*, Richard Pearce-Moses (2005)

- Drafts and working papers for presentations, workshops, and other explanations of agency policy that are already formally documented.

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***Q. What if I have forms designed and used solely to create, update, or modify records in an electronic medium?***

- A.** If these records are not required for audit or legal purposes, they may be destroyed in office after completion of data entry and after all verification and quality control procedures. However, if the forms contain any analog components that are necessary to validate the information contained on them (e.g. a signature or notary's seal), they should be retained according to the disposition instructions for the records series encompassing the forms' function.

See also the State Archives of North Carolina's guidance on digital signatures found at:

<https://archives.ncdcr.gov/documents/digital-signature-policy-guidelines>

## LEGEND FOR RECORDS SCHEDULE

This records retention and disposition schedule applies to records in all media, unless otherwise specified.



– symbol designating that one or more records in this series may be confidential or may include confidential information.

**Item #** – an identifying number assigned to each records series for ease of reference.

**Series** – “a group of similar records that are . . . related as the result of being created, received, or used in the same activity.” (From Richard Pearce-Moses, *A Glossary of Archival and Records Terminology*). Series in this schedule are based on common functions in government offices.

**Records Series Title** – a short identification of the records in a series, based on their common function.

**Series Description** – a longer description of the records in a series, often including the types of records that can frequently be found in that series. This information is included underneath the Records Series Title.

**Disposition Instructions** – instructions dictating the length of time a series must be retained and how the office should dispose of those records after that time.

**Citation** – a listing of references to statutes, laws, and codes related to the records series. Citations can include:

- Authority: governing the creation of records
- Confidentiality: limiting access to public records
- Retention: setting a retention period

Throughout this schedule, items that cross-reference other items within this schedule are indicated with bold, uppercase letters. If you hover your cursor over one of these items, you will see the hand tool that will enable you to click on the item to follow the link to that location.

**AUDITS: PERFORMANCE**  
Records concerning internal and external audits conducted to assess the function of government programs. Includes reports, working papers, corrective measures, and other related records.  
  
See also **AUDITS: FINANCIAL**, page 20, item 6.

Sample records series title and description with cross-reference included

***No destruction of records may take place if litigation or audits are pending or reasonably anticipated. See also AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS, page vii.***

**STANDARD 10: PROGRAM OPERATIONAL RECORDS – SOIL AND WATER CONSERVATION DISTRICT RECORDS**

Records received and created by the Soil and Water Conservation District and necessary to meet all statutory requirements.

ITEM #	STANDARD 10: SOIL AND WATER CONSERVATION DISTRICT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	<b>ACTIVE WETLANDS PROJECT FILES</b> Includes design plans, site assessments, and reports.	Destroy in office 3 years after submission of report.	
2.	<b>CONFINED ANIMAL OPERATION DESIGN AND REVIEWS</b> Includes plans, compliance certificates, and reports, including lagoon closure records.	a) Retain lagoon closure report in office permanently. b) Destroy in office remaining records 5 years after closure of the operation and associated waste storage structures.	
3.	<b>CONSERVATION EASEMENT FILES</b> Includes correspondence, draft documents, easement agreements (draft and record copies), photographs, plats, and other related records.	a) Retain easement agreements and baseline and monitoring records in office permanently. b) Destroy in office draft and working papers 10 years after issuance of easement agreement.	
4.	<b>COST SHARE PROGRAMS CONTRACTS AND DESIGNS</b> Includes plans, contracts, contract revisions, correspondence, lifetime cap accounting information, reports, and working papers.	a) Retain designs and plans of ponds and other structures in office permanently. b) Maintain lifetime caps records in office until superseded or obsolete. c) Destroy in office all other records 10 years after the end of the maintenance agreement.	
5.	<b>EMERGENCY WATERSHED PROTECTION FILES</b> Federal program local copies: Includes designs, site assessments, accounting records, and land owner agreements.	Destroy in office when superseded or obsolete.	
6.	<b>EROSION CONTROL PLAN REVIEWS</b> Review of Erosion Control and Planning project files.	Destroy in office after 5 years.	
7.	<b>FARMLAND PRESERVATION FILES</b> Includes Voluntary Agricultural District applications, Enhanced Voluntary Agricultural District applications and working papers.	a) Destroy in office records concerning enrolled farms 1 year after expiration of agreement. b) Destroy in office all other records 10 years after application.	



<i>ITEM #</i>	<i>STANDARD 10: SOIL AND WATER CONSERVATION DISTRICT RECORDS</i>		
	<i>RECORDS SERIES TITLE</i>	<i>DISPOSITION INSTRUCTIONS</i>	<i>CITATION</i>
8.	<b>NON-DISCHARGE GUIDANCE RECORDS</b> Technical guidance issued by North Carolina Department of Agriculture and Consumer Services.	Destroy in office when superseded or obsolete.	
9.	<b>SOIL SURVEY PROJECT FILES</b> United States Department of Agriculture Natural Resources Conservation Service files, including correspondence, county soil survey maps, and other related records.	a) Retain correspondence in office permanently. b) Destroy in office all remaining records when superseded or obsolete.	
10.	<b>STORM WATER PLAN REVIEWS</b> Reviews of Storm Water Project and Planning files.	Destroy in office after 5 years.	

## DESTRUCTION OF PUBLIC RECORDS

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### ***Q. When can I destroy records?***

- A.** Each records series listed on this schedule has specific disposition instructions that indicate how long the series must be kept in your office. In some cases, the disposition instructions are “Retain in office permanently,” which means that those records must be kept in your offices forever.
- 

### ***Q. How do I destroy records?***

- A.** After your agency has approved this records retention and disposition schedule, records should be destroyed in one of the following ways:
- 1) burned, unless prohibited by local ordinance;
  - 2) shredded, or torn so as to destroy the record content of the documents or material concerned;
  - 3) placed in acid vats so as to reduce the paper to pulp and to terminate the existence of the documents or materials concerned;
  - 4) sold as waste paper, provided that the purchaser agrees in writing that the documents or materials concerned will not be resold without pulverizing or shredding the documents so that the information contained within cannot be practicably read or reconstructed.

The provision that electronic records are to be destroyed means that the data, metadata, and physical media are to be overwritten, deleted, and unlinked so that the data and metadata may not be practicably reconstructed.

The data, metadata, and physical media containing confidential records of any format are to be destroyed in such a manner that the information cannot be read or reconstructed under any means.

— N.C. Administrative Code, Title 7, Chapter 4, Subchapter M, Section .0510

Without your agency’s approval of this records schedule, no records may legally be destroyed.

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### ***Q. How can I destroy records if they are not listed on this schedule?***

- A.** Contact a Records Management Analyst. An analyst will discuss the nature of the records with you to determine if the records have historical value. If the records do have historical value, we will discuss the possibility of transferring the records to the State Archives of North Carolina to be preserved permanently.

If the records do not have historical value, we will ask you to complete a Request for Disposal of Unscheduled Records (page 14) if the records are no longer being created. If the records are an active records series, an analyst will help you develop an amendment to this schedule so that you can destroy the records appropriately from this point forward.

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### ***Q. Am I required to tell anyone about the destructions?***

- A.** We recommend that you report on your records retention activities to your governing board on an annual basis. This report does not need to be detailed, but it is important that significant destructions be entered into the minutes of the Board. See a sample destructions log that follows (and is available online at the State Archives of North Carolina website, <https://archives.ncdcr.gov/government/forms-government>).

### Destructions Log

<b>Agency</b>			
<b>Division</b>		<b>Section</b>	<b>Branch</b>
<b>Location(s) of Records</b>			

Records Series	Required Retention	Date Range	Volume (file drawers or MB)	Media (Paper, Electronic)		Date of Destruction	Method of Destruction	Authorization for Destruction
				P	E			

## ELECTRONIC RECORDS: E-MAIL, BORN-DIGITAL RECORDS, AND DIGITAL IMAGING

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### ***Q. When can I delete my e-mail?***

**A.** E-mail is a public record as defined by G.S. § 121-5 and G.S. § 132. Electronic mail is as much a record as any paper record and must be treated in the same manner. **It is the content of each message that is important.** If a particular message would have been filed as a paper memo, it should still be filed (either in your e-mail program or in your regular directory structure), and it should be retained the same length of time as its paper counterparts. **It is inappropriate to destroy e-mail simply because storage limits have been reached.** Some examples of e-mail messages that are public records and therefore covered by this policy include:

- Policies or directives;
- Final drafts of reports and recommendations;
- Correspondence and memoranda related to official business;
- Work schedules and assignments;
- Meeting agendas or minutes
- Any document or message that initiates, facilitates, authorizes, or completes a business transaction; and
- Messages that create a precedent, such as issuing instructions and advice.

*From the Department of Cultural Resources E-Mail Policy (Revised July 2009),  
available at the State Archives of North Carolina website*

Other publications (available online at the [State Archives of North Carolina website](#)) that will be particularly helpful in managing your e-mail include tutorials on managing e-mail as a public record and on using Microsoft Exchange.

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### ***Q. May I print my e-mail to file it?***

**A.** We do not recommend printing e-mail for preservation purposes. Important metadata are lost when e-mail is printed.

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### ***Q. I use my personal e-mail account for work. No one can see my personal e-mail, right?***

**A.** The best practice is to avoid using personal resources, including private e-mail accounts, for public business. G.S. § 132-1 states that records “made or received pursuant to law or ordinance *in connection with the transaction of public business* by any agency of North Carolina government or its subdivisions” are public records (emphasis added). The fact that public records reside in a personal e-mail account is irrelevant.

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### ***Q. We have an imaging system. Are we required to keep the paper?***

**A.** You may scan any record, but you will need to receive approval from the Government Records Section in order to destroy paper originals that have been digitized. Your agency must develop an electronic records policy and then submit a Request for Disposal of Original Records Duplicated by Electronic Means. You can find these templates in the Digital Imaging section of the State Archives of North Carolina website (<https://archives.ncdcr.gov/government/digital-records/digital-records-policies-and-guidelines#digital-imaging>). Contact a Records Management Analyst for further instructions on how to develop a compliant electronic records policy.

**Permanent records** must have a security preservation copy as defined by State Archives of North Carolina’s **Human-Readable Preservation Duplicate Policy** (G.S. § 132-8.2):

Preservation duplicates shall be durable, accurate, complete and clear, and such duplicates made by a photographic, photo static, microfilm, micro card, miniature photographic, or other process which accurately reproduces and forms a durable medium for so reproducing the original shall have the same force and effect for all purposes as the original record whether the original record is in existence or not. ... Such preservation duplicates shall be preserved in the place and manner of safekeeping prescribed by the Department of Natural and Cultural Resources.

**The preservation duplicate of permanent records must be either on paper or microfilm.**

**Non-permanent records** may be retained in any format. You will need to take precautions with electronic records that you must keep more than about 5 years. Computer systems do not have long life cycles. Each time you change computer systems, you must convert all records to the new system so that you can assure their preservation and provide access.

---

***Q. Computer storage is cheap. Can I just keep my computer records permanently?***

- A.** The best practice is to destroy all records that have met their retention requirements, regardless of format.

---

***Q. What are the guidelines regarding the creation and handling of electronic public records?***

- A.** There are numerous documents available on the State Archives of North Carolina website (<https://archives.ncdcr.gov/government/digital-records/digital-records-policies-and-guidelines>). Topics covered include shared storage, cloud computing, e-discovery, trustworthy digital public records, digital signatures, e-mail, social media, text messages, websites, digital imaging, metadata, file formats, database indexing, and security backups.

Note that e-mail, text messages, and social media should be handled according to their content. Therefore, this schedule does not include a records series that instructs you on how to handle one of these born-digital records by format; instead of focusing on how the information is disseminated, consider what content is contained in the e-mail, text message, or social media post. For instance, an e-mail requesting leave that is sent to a supervisor should be kept for 1 year (see Local Government General Records Schedule, Standard 6: Leave Records).

## GEOSPATIAL RECORDS

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### ***Q. Why should geographic information system (GIS) datasets be retained and preserved?***

- A.** Geospatial records are public records and need to be retained and preserved based on their legal, fiscal, evidential and/or historical value according to an established retention schedule. Local agencies involved in GIS operations should work with the State Archives of North Carolina in order to appraise, inventory, and preserve their geospatial records according to established best practices and standards to insure both their short- and long-term accessibility.

Due to the complexity and transitory nature of these records, geospatial records retention and long-term preservation is a community-wide challenge. GIS files have become essential to the function of many local agencies and will continue to frequently be utilized in agency decision-making processes in the near and far future. Accessibility of GIS records over time has legal, fiscal, practical, and historical implications. The availability of GIS records can help safeguard the local government's legal and fiscal accountability and aid agencies in conducting retrospective and prospective studies. These studies are only possible when essential data from the past are still available.

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### ***Q. What GIS datasets should be preserved by local governments?***

- A.** The following types of geospatial records have been designated as having archival value:
- Parcel data
  - Street centerline data
  - Corporate limits data
  - Extraterritorial jurisdiction data
  - Zoning data, address points
  - Orthophotography (imagery)
  - Utilities
  - Emergency/E-911 themes

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### ***Q. How often should we capture the datasets retained for their legal, fiscal, evidential or historical value?***

- A.** Consult the retention schedule for frequency of capture. The frequency of capture is based on the significance of the record as well as its alterability.

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### ***Q. What data formats, compression formats, and media should be used to preserve the data?***

- A.** Archiving practices should be consistent with North Carolina Geographic Information Coordinating Council (GICC) approved standards and recommendations. (Examples: Content Standards for Metadata; Data Sharing Recommendations). Consult the GICC website at <http://www.ncgicc.com/>

You should also comply with guidelines and standards issued by the State Archives of North Carolina, which are available on its website.

---

**Q. *Who should be responsible for creation and long-term storage of archived data?***

- A.** The creating agency, NCOneMap, and the State Archives of North Carolina may all have responsibility for archiving data. If you choose to upload your data to NCOneMap, consult with your county's GIS department to determine whether data will be uploaded by your agency or by the whole county. If you choose not to upload your data to NCOneMap, your agency must comply with standards (for metadata, file naming, data sharing, and long term preservation) and procedures adopted by the North Carolina Geographic Information Coordinating Council.

## MICROFILM

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### ***Q. Why do you still use microfilm?***

**A.** Microfilm is a legally acceptable replacement for original records, as outlined in G.S. § 8-45.1 and § 153A-436. Microfilm can be read with nothing more sophisticated than a magnifying glass, and there is no software to keep current. Usually, deterioration in the film itself can be detected by visual inspection. The State Archives of North Carolina provides a publication, *Micrographics: Technical and Legal Procedures*, on our website. It explains the four groups of national standards for the production of archival quality microfilm:

- manufacture of raw film
- filming methods
- processing (developing) film
- storage methods

That publication also provides sample forms, targets, and procedures that you or your vendor can use in producing film of your records.

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### ***Q. What film services do you provide?***

**A.** The Department of Natural and Cultural Resources provides microfilming services for minutes of major decision-making boards and commissions. We will also film records of adoptions for Social Services agencies. Once those records are filmed, we will store the silver negative (original) in our security vault. Contact the Records Management Analyst in charge of microfilm coordination for the most current information.

---

### ***Q. How do I get my minutes filmed?***

**A.** We have two processes to film minutes. First, you can send photocopies of your approved minutes to us in the mail. Simply include a copy of the **Certification of the Preparation of Minutes for Microfilming** form (available online at the [State Archives of North Carolina website](#)) with each shipment. For more detailed instructions, contact a Records Management Analyst.

Alternately, you can bring us your original books. We will film them and return them to you. This process is most useful when you have more minutes to film than you are willing to photocopy. It is important to remember that a representative of your office or ours must transport the original books in person so that the custody of the records is maintained. You should not mail or ship your original minutes. Call a Records Management Analyst to make arrangements for an appointment for your books to be filmed. We will make every effort to expedite the filming so that your books will be returned to you as quickly as possible.

---

### ***Q. What if I need my books while they are being filmed?***

**A.** Call the Raleigh Office at (919) 807-7350, and ask for the Records Management Analyst in charge of microfilm coordination.

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### ***Q. Can I send you my minutes electronically?***

**A.** We are working on standards and procedures for an electronic transfer system for minutes. Please contact the Records Management Analyst in charge of microfilm coordination for more information.

---

### ***Q. I have some old minutes that are not signed. Can they still be filmed?***

**A.** If the only copy you have available is unsigned, and you use it as the official copy, we will film it.



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***Q. What if my books are destroyed after they have been filmed?***

- A.** Call a Records Management Analyst who will help you make arrangements to purchase copies of the microfilm from our office. You can then send those reels to a vendor who can either make new printed books or scan the film to create a digital copy.

## DISASTER ASSISTANCE

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### ***Q. What should I do in case of fire or flood?***

- A.** Secure the area, and keep everyone out until fire or other safety professionals allow entry. Then, call our Raleigh office at (919) 814-6903 for the Head of the Government Records Section or (919) 814-6849 for the Head of the Collections Management Branch. If you're in the western part of the state, call our Asheville Office at (828) 296-7230 extension 224. On nights and weekends, call your local emergency management office.

***DO NOT ATTEMPT TO MOVE OR CLEAN ANY RECORDS.***

Damaged records are extremely fragile and require careful handling. Our staff are trained in preliminary recovery techniques, documenting damage to your records, and authorizing destruction of damaged records. Professional vendors can handle larger disasters.

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### ***Q. What help do you give in case of an emergency?***

- A.** We will do everything we can to visit you at the earliest opportunity in order to provide hands-on assistance. We can assist you in appraising the records that have been damaged so that precious resources (and especially time) are not spent on records with lesser value. We can provide lists of professional recovery vendors that you can contact to preserve your essential and permanent records.
- 

### ***Q. What can I do to prepare for an emergency?***

- A.** We provide training on disaster preparation that includes a discussion of the roles of proper inventories, staff training, and advance contracts with recovery vendors. If you would like to have this workshop presented, call a Records Management Analyst.
- 

### ***Q. What are essential records?***

- A.** Essential records are records that are necessary for continuity of operations in the event of a disaster. There are two common categories of records that are considered essential:
- **Emergency operating records** – including emergency plans and directives, orders of succession, delegations of authority, staffing assignments, selected program records needed to continue the most critical agency operations, as well as related policy or procedural records.
  - **Legal and financial rights records** – these protect the legal and financial rights of the Government and of the individuals directly affected by its activities. Examples include accounts receivable records, Social Security records, payroll records, retirement records, and insurance records. These records were formerly defined as “rights-and-interests” records.

Essential records should be stored in safe, secure locations as well as duplicated and stored off-site, if possible.

## STAFF TRAINING

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***Q. What types of workshops or training do you offer?***

- A.** We have a group of prepared workshops that we can offer at any time at various locations throughout the state. Contact a Records Management Analyst if you are interested in having one of the workshops presented to your agency. We will work with you directly to develop training suited to your specific needs. Our basic workshops are:
- Managing public records in North Carolina
  - Scanning/digital imaging
  - Disaster preparedness and recovery
  - Confidentiality
  - Organizing paper and digital files
  - E-mail
  - Digital communications

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***Q. Will you design a workshop especially for our office?***

- A.** Yes, we will. Let a Records Management Analyst know what type of training you need.

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***Q. Are workshops offered only in Raleigh?***

- A.** No, we will come to your offices to present the workshops you need. We have no minimum audience requirement. We will also do presentations for professional associations, regional consortiums, and the public.

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***Q. Is there a fee for workshops?***

- A.** Not at this time.

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***Q. Are the workshops available in an online format?***

- A.** Not at this time. However, there are several online tutorials available on the State Archives of North Carolina website, including managing public records, electronic records, and scanning.

## Request for Change in Local Government Records Schedule

Use this form to request a change in the records retention and disposition schedule governing the records of your agency. Submit the signed original and keep a copy for your file. A proposed amendment will be prepared and submitted to the appropriate state and local officials for their approval and signature. Copies of the signed amendment will be sent to you for insertion in your copy of the schedule.

### AGENCY INFORMATION

Requestor name

Location and Agency [e.g., County/Municipality + Department of Social Services]

Phone and email

Mailing Address

### CHANGE REQUESTED

Specify title and edition of records retention schedule being used: \_\_\_\_\_

Add a new item

Delete an existing item

Standard Number \_\_\_\_\_ Page \_\_\_\_\_ Item Number \_

Change a retention period

Standard Number \_\_\_\_\_ Page \_\_\_\_\_ Item Number \_

Title of Records Series in Schedule or Proposed Title:

Inclusive Dates of Records:

Proposed Retention Period:

Description of Records:

Justification for Change:

Requested by:

Signature

Title

Date

Approved by:

Signature

Requestor's Supervisor

Date

## Request for Disposal of Unscheduled Records

### AGENCY INFORMATION

Requestor name

Location and Agency [e.g., County/Municipality + Department of Social Services]

Phone and email

Mailing Address

In accordance with the provisions of G.S. § 121 and § 132, approval is requested for the destruction of records listed below. These records have no further use or value for official administrative, fiscal, historical, or legal purposes.

RECORDS TITLE AND DESCRIPTION	INCLUSIVE DATES	QUANTITY	RELEVANT STATUTORY REGULATIONS	PROPOSED RETENTION PERIOD

Requested by:

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Approved by:

Signature \_\_\_\_\_ Requestor's Supervisor \_\_\_\_\_ Date \_\_\_\_\_

Concurred by:

Signature \_\_\_\_\_ Assistant Records Administrator \_\_\_\_\_ Date \_\_\_\_\_  
State Archives of North Carolina

## Request for Disposal of Original Records Duplicated by Electronic Means

*If you have questions, call (919) 814-6900 and ask for a Records Management Analyst.*

This form is used to request approval from the Department of Natural and Cultural Resources to dispose of non-permanent paper records that have been scanned, entered into databases, or otherwise duplicated through digital imaging or other conversion to a digital environment. This form does not apply to records that have been microfilmed or photocopied or to records with a permanent retention.

<b>Agency Contact Name:</b>		<b>Date (MM-DD-YYYY):</b>
<b>Phone (area code):</b>	<b>Email:</b>	
<b>County/Municipality:</b>	<b>Office:</b>	
<b>Mailing address:</b>		

Records Series Title <small>A group of records as listed in records retention schedule</small>	Description of Records <small>Specific records as referred to in-office</small>	Inclusive Dates <small>(1987-1989; 2005-present)</small>	Approx. Volume of Records <small>(e.g. "1 file cabinet," "5 boxes")</small>	Retention Period <small>As listed in records retention schedule</small>

Requested by: \_\_\_\_\_  
Signature
Title
Date

Approved by: \_\_\_\_\_  
Signature
Requestor's Supervisor
Date

Concurred by: \_\_\_\_\_  
Signature
Assistant Records Administrator  
State Archives of North Carolina
Date

## File Plan

<b>Agency</b>					
<b>Division</b>		<b>Section</b>		<b>Branch</b>	

Records Series	Records Creator	Records Owner <small>(if record copy is transferred within the agency)</small>	Media <small>(Paper, Electronic, Scanned)</small>			Required Retention	Location(s) of Records
			P	E	S		

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**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

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

9022

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

YEAR	
<u>2018</u>	\$ <u>31.28</u>
<u>2018</u>	\$ <u>79.67</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>110.95</u>

These taxes were assessed through clerical error as follows.

Bill # 0045361910  
2846823  
Tag Turn In (Repo)  
2005 Chev

602 County Tax 100.04  
 School Tax \_\_\_\_\_  
 F 06 Fire Tax 10.91  
 City Tax \_\_\_\_\_  
 TOTAL \$ 110.95

Bill # 0041445785  
Del 1832  
Tag Turn In (Repo)  
2013 Chev

Mailing Address.  
8102 Underwood Arbor Pl  
Cary, NC 27518

Yours very truly  
Hashaunda Williams  
Taxpayer

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

9029

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

YEAR	
2018	\$ 106.42
	\$
	\$
	\$
	\$
	\$
TOTAL REFUND	\$ 106.42

These taxes were assessed through clerical error as follows.

4 Bull # 0047601505  
Rt # FBZ 4614  
Rt Turn (Total Poss)  
2015 ACUR 45

602 County Tax 148.43  
School Tax \_\_\_\_\_  
FII Fire Tax 17.99  
City Tax \_\_\_\_\_  
TOTAL \$ 106.42

Yours very truly

Trinity Tyler  
Taxpayer

Mailing Address.

3005 Wrye Branch Rd  
Clinton, NC 28328

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

RECOMMEND APPROVAL

Jim Johnson  
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 Johnny Sessions in Little Conarie Township, Sampson County, for the year(s) and in the amount(s) of: 08-0123251-01

Year		
<u>2016</u>	\$	<u>345.07</u>
<u>2017</u>	\$	<u>343.21</u>
<u>2018</u>	\$	<u>343.21</u>
	\$	
	\$	
Total Release/Adjustment	\$	<u>1031.49</u>

<u>G01</u>	County Tax	\$	<u>925.17</u>
	School Tax	\$	
<u>F21</u>	Fire Tax	\$	<u>106.32</u>
	City Tax	\$	
	Total	\$	<u>1031.49</u>

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

DW was moved to Bladen Co in 2015 -  
 Taxed in Bladen for 2016 - 2018

Taxpayer: Johnny Sessions  
 Tax Administrator: Jim [Signature]  
 Board Approved: \_\_\_\_\_  
 Date \_\_\_\_\_ Initials \_\_\_\_\_



**Bladen County Government**  
TAX ADMINISTRATION RECORD SEARCH

Select Search:  
[Real Property Record Search](#)  
[Tax Bill Search](#)  
[Advanced Search](#)

Click the Account Number to View Parcel Data for that Account Number

19 Records Found Matching your criteria johnny sessoms

New Search

1, 2 || [Last Page](#)

Click the [Status](#) link to sort by bill Status:

= Paid Bills

= UNPaid Bills

= Partially Paid Bills

Line	Year	Account	Bill No.	Owner Name (s)	Asset Description	Status	Taxes Owed	View Tax Bill	Transaction History
1	2018	05374613126173		SESSOMS JOHNNY / SESSOMS BR...	1998 00028 00060		\$ 85.04		
2	2018	05374613126173		SESSOMS JOHNNY / SESSOMS BR...	10X20ADD 10X20CP		\$ 55.10		
3	2018	05374613126173		SESSOMS JOHNNY / SESSOMS BR...	STG BLDG PERMIT 1500		\$ 6.61		
4	2018	05374613126173		SESSOMS JOHNNY / SESSOMS BR...	8X10CARPORT 10X20CPR		\$ 23.60		
5	2018	05374613126173		SESSOMS JOHNNY / SESSOMS BR...	1986 WILD 35'		\$ 34.62		
6	2017	05374613088821		SESSOMS JOHNNY / SESSOMS BR...	1998 00028 00060		\$ 98.13		
7	2017	05374613088821		SESSOMS JOHNNY / SESSOMS BR...	10X20ADD 10X20CP		\$ 59.53		
8	2017	05374613088821		SESSOMS JOHNNY / SESSOMS BR...	STG BLDG PERMIT 1500		\$ 7.14		
9	2017	05374613088821		SESSOMS JOHNNY / SESSOMS BR...	8X10CARPORT 10X20CPR		\$ 25.50		
10	2017	05374613088821		SESSOMS JOHNNY / SESSOMS BR...	1986 WILD 35'		\$ 39.39		
11	2016	05374613051509		SESSOMS JOHNNY / SESSOMS BR...	1998 00028 00060		\$ 123.05		
12	2016	05374613051509		SESSOMS JOHNNY / SESSOMS BR...	10X20ADD 10X20CP		\$ 63.96		
13	2016	05374613051509		SESSOMS JOHNNY / SESSOMS BR...			\$ 7.67		



Preferences

Account Information

Parcel 08-0123251-01  
 Location \*\* MULTIPLE \*\*  
 Name SESSOMS, JOHNNY LYNWOOD

Notes/Alerts

Special Conditions/Notes

Special conditions exist for one or more account bills.

Effective  
 Due 07/

Account Bills

Year	Type	Bill	NSC	Reference	Due Date	Billed	Abt/Adj	Pmt/Crd
2001	RE-R	16148	2	O LH 674 HORSE...	09/01/2001	353.46	2.00	355.46
2002	RE-R	16618	2	O LH 674 HORSE...	09/01/2002	364.43	2.00	366.43
2003	RE-R	33426	2	O LH	09/01/2003	401.44	2.00	403.44
2004	RE-R	17176	2	O LH	09/10/2004	401.44	2.00	403.44
2005	RE-R	34201	2	O LH	09/01/2005	459.92	17.00	476.92
2006	RE-R	34697	2	O LH	09/01/2006	481.19	2.00	483.19
2007	RE-R	17894	2	O LH	09/01/2007	481.19	2.00	483.19
2008	RE-R	18039	2	O LH	09/01/2008	499.80	2.00	501.80
2009	RE-R	18212	2	O LH	09/01/2009	499.80	2.00	501.80
2010	RE-R	18308	2	674 HORSESHO...	09/01/2010	499.80	2.00	501.80
2011	RE-R	36848	2	674 HORSESHO...	09/01/2011	328.28	2.00	330.28
2012	RE-R	37189	2	674 HORSESHO...	09/01/2012	328.28	3.00	331.28
2013	RE-R	37834	2	674 HORSESHO...	09/01/2013	328.28	3.00	331.28
2014	RE-R	38008	2	674 HORSESHO...	09/01/2014	345.07	0.00	345.07
2015	RE-R	38203	3	674 HORSESHO...	09/01/2015	345.07	3.00	0.00
2016	RE-R	38460	3	674 HORSESHO...	09/01/2016	345.07	3.00	0.00
2017	RE-R	38614	3	674 HORSESHO...	09/01/2017	343.21	3.00	0.00
2018	RE-R	16355	2	674 HORSESHO...	09/01/2018	343.21	3.00	0.00
<b>Totals:</b>						<b>7,148.94</b>	<b>55.00</b>	<b>5,815.38</b>

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

7/22/2019

FROM: SAMPSON COUNTY HEALTH DEPARTMENT

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2019-2020

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12551560-519300	MEDICAL SERVICES	1,680.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12535156-404000	STATE ASSISTANCE	1,680.00	

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

ALLOCATE NEW STATE FUNDS FOR MAMMOGRAMS, ULTRASOUNDS AND DIAGNOSTIC PROSEDURES

Wade Fabus  
(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

7/26, 202019

[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:**

FROM: David K. Clack, Finance Officer  
 TO: Sampson County Board of Commissioners  
 VIA: County Manager & Finance Officer  
 SUBJECT: Budget Amendment for fiscal year 2018-2019

1. It is requested that the budget for the City Schools Supplemental Current Expense Fund be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
26659100-581001	Transfer to City Schools	2,385.00	


<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
26031840-412000	Taxes collected	2,385.00	

2. Reason(s) for the above request is/are as follows:  
 To allocate additional funds expected to be collected and paid to Clinton City Schools.

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

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 20<sup>2018</sup> 20<sup>2019</sup>  
  
 \_\_\_\_\_  
 (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:**

July 17, 2019

FROM: Lorie Sutton, Director of Aging

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2019-2020

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>
02558670-525000	HR-Construction/Repairs- United Way	\$ 729.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02035876-409900	Fund Balance Appropriated	\$ 729.00	

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

To bring forward unexpended grant funds to continue providing services required by the grant.

*Lorie B Sutton*

(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

*Yes*

, 20 2019

*[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:**

12-Jul-19

FROM: Sheriff Jimmy Thornton

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2019-2020

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	CAPITAL OUTLAY - VEHICLES	24,360.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11034310-408900	MISC. REVENUE - INSURANCE SET.	24,360.00	

2. Reason(s) for the above request is/are as follows:  
To budget funds to replace vehicle damaged in traffic crash.

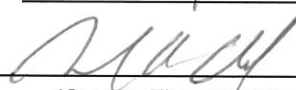


\_\_\_\_\_  
(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

7/26, 202019



\_\_\_\_\_  
(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 2019-2020

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

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11449200-519100	Professional services	1,904.00	
11449200-519500	Engineering	1,668.00	
11449200-544000	Contract services	49,750.00	
11142600-558200	Capital outlay bldg improvements	5,886.00	
11141300-532100	Telephone and postage	15,950.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11039999-399900	Fund balance approp encumbrances	75,158.00	

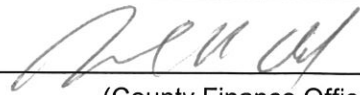
2. Reason(s) for the above request is/are as follows:

To allocate funds for purchases made prior to 6/30/2019 but not delivered until after 7/1/2019.

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

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 20 2019  
  
 \_\_\_\_\_  
 (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 2019-2020

1. It is requested that the budget for the NCHFA Essential Single Family Rehabilitation Loan Pool 2017 Program be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
29549430-562004	Rehabilitation	250,000.00	
29549430-519049	Administrative costs	100,000.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
29034943-403614	Grant-NC Housing Finance	350,000.00	


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

To budget additional funds to rehabilitate 17 additional units under the program. NC Housing Finance Authority has approved the additional units. This brings the total to be expended under the program to \$840,000 and provides for the rehabilitation of 31 homes.

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

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 20 2019  
  
 \_\_\_\_\_  
 (County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

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

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



CLINTON CITY SCHOOLS  
BUDGET AMENDMENT

Fund: Local

Budget Amendment: 3

The Clinton City Board of Education at a meeting on the 27th day of June, 2019, passed the following resolution:

Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2019.

SEE ATTACHED LISTING

Total appropriation in current budget	\$6,053,778.00
Total increase/decrease of amendment	\$49,746.82
Total appropriation in amended budget	\$6,103,524.82

Passed by majority vote of the Clinton City Board of Education on the \_\_\_ day of \_\_\_\_\_ 2019.

We, the Board of County Commissioners of Sampson County, hereby approve the changes in the Clinton City School Budget as indicated above and have made entry of changes in the minutes of said Board this \_\_\_ day of \_\_\_\_\_ 2019.

*Linda S. Brunson*  
 \_\_\_\_\_  
 Chairman, Board of Education

*[Signature]*  
 \_\_\_\_\_  
 Secretary, Board of Education

\_\_\_\_\_  
 Chairman, Board of County Commissioners

\_\_\_\_\_  
 Secretary, Board of County Commissioners

**BUDGET AMENDMENT DETAIL**

**FUND: LOCAL**

<u>CODE</u>	<u>DESCRIPTION</u>	<u>INCREASE</u>	<u>DECREASE</u>
2.4430.000.000.000.17	Donations-Hurricane Florence	\$275.00	
2.4490.015.000.000.00	Technology Revenue	\$3,000.00	
2.4495.000.000.000.19	Revenue-L.Ray-NCSSA	\$1,000.00	
2.4495.000.000.000.00	Revenue- Miscellaneous	\$1,648.31	
2.4491.000.000.000.00	Hurricane Florence	\$43,823.51	
2.5340.031.221.000.00	Employer's Retirement		\$269.00
2.8100.036.717.000.00	Charter School Payments	\$269.00	
2.7200.035.182.000.00	Salary- Travel Pay	\$3,500.00	
2.6200.032.151.000.00	Salary – Clerical		\$3,500.00
2.6580.802.422.000.00	Maintenance-Repair Parts	\$275.00	
2.6580.802.422.000.00	Maintenance-Repair Parts	\$1,648.31	
2.6620.801.411.000.00	Recruitment-Supplies & Materials	\$1,000.00	
2.6400.015.312.000.00	Technology- Workshop Exp.	\$3,000.00	
2.5110.001.181.000.00	Salary – Supplement		\$8,755.47
2.5110.024.135.000.00	Salary – Instructional	\$4,501.35	
2.5110.027.142.000.00	Salary – Teacher Assistant	\$3,285.36	
2.5120.013.121.000.00	Salary – Teacher	\$375.28	
2.5210.060.211.000.00	Employer's Social Security	\$0.24	
2.5220.013.131.000.00	Salary – Instructional	\$178.80	
2.5340.045.180.000.00	Salary- Bonus	\$414.44	
2.5420.005.116.000.00	Salary – Asst. Principal		\$7,171.58
2.6206.007.113.000.00	Salary – Director	\$7,171.58	
2.6110.801.361.000.00	Memberships		\$3,142.93
2.6110.009.184.000.00	Longevity Pay	\$3,000.00	
2.5220.013.182.308.00	Salary- Travel	\$53.83	
2.5120.014.411.000.00	Supplies & Materials	\$696.23	
2.5110.001.121.000.00	Salary		\$128,000.00
2.6710.002.113.000.00	Salary		\$35,623.21
2.6110.801.311.000.00	Contracted Services		\$25,900.00
2.6550.861.411.000.00	Supplies and Materials	\$2.00	
2.6580.802.422.000.00	Repair Parts and Materials	\$231,823.51	
2.5110.061.411.304.304	Supplies and Materials		\$102.35
2.5870.028.312.304.304	Workshop Expense	\$102.35	
2.5840.108.311.000.00	Contracted Services	\$914.08	

CLINTON CITY SCHOOLS  
BUDGET AMENDMENT

Fund: STATE

Budget Amendment: 5

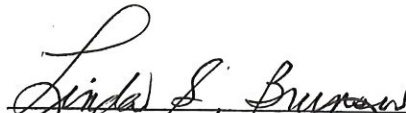
The Clinton City Board of Education at a meeting on the 27th day of June, 2019, passed the following resolution:

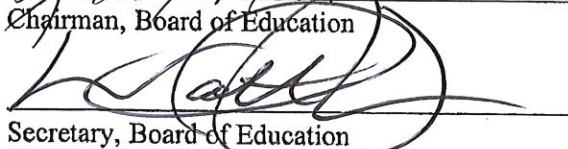
Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2019.

SEE ATTACHED LISTING

Total appropriation in current budget	\$19,473,017.65
Total increase/decrease of amendment	\$165,767.76
Total appropriation in amended budget	\$19,638,785.41

Passed by majority vote of the Clinton City Board of Education on the \_\_\_\_ day of \_\_\_\_\_ 2019.

  
\_\_\_\_\_  
Chairman, Board of Education

  
\_\_\_\_\_  
Secretary, Board of Education

We, the Board of County Commissioners of Sampson County, hereby approve the changes in the Clinton City School Budget as indicated above and have made entry of changes in the minutes of said Board this \_\_\_\_ day of \_\_\_\_\_ 2019.

\_\_\_\_\_  
Chairman, Board of County Commissioners

\_\_\_\_\_  
Secretary, Board of County Commissioners

**BUDGET AMENDMENT DETAIL**

**FUND: STATE**

<u>CODE</u>	<u>DESCRIPTION</u>	<u>INCREASE</u>	<u>DECREASE</u>
1.5110.003.162.000.000.00	Substitute Pay <i>Sub Pay Reimbursement April 2019</i>	\$871.00	
1.5110.015.311.000.000.00	Technology Contracted Services <i>Interest March and April 2019</i>	\$818.00	
1.5210.029.142.000.000.00	Salary – Teacher Assistant <i>Reversion- Fluctuation in Staff and Identified Students</i>		\$6,000.00
1.5110.009.184.000.000.00	Salary – Longevity Pay <i>Budget Guaranteed State Benefits Allotment</i>	\$162,061.01	
1.5110.011.163.000.000.00	Salary – Substitute <i>Budget Guaranteed State National Board Participants</i>	\$8,017.75	

CLINTON CITY SCHOOLS  
BUDGET AMENDMENT

Fund: FEDERAL

Budget Amendment: 3

The Clinton City Board of Education at a meeting on the 27th day of June, 2019, passed the following resolution:

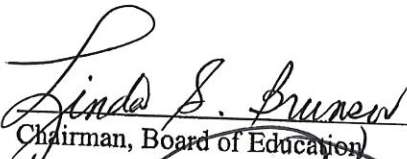
Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2019.

SEE ATTACHED LISTING

Total appropriation in current budget	\$2,468,403.69
Total increase/decrease of amendment	\$1,210.00
Total appropriation in amended budget	\$2,469,613.69

Passed by majority vote of the Clinton City Board of Education on the \_\_\_\_ day of \_\_\_\_\_ 2019.

We, the Board of County Commissioners of Sampson County, hereby approve the changes in the Clinton City School Budget as indicated above and have made entry of changes in the minutes of said Board this \_\_\_\_ day of \_\_\_\_\_ 2019.

  
Chairman, Board of Education

  
Secretary, Board of Education

\_\_\_\_\_  
Chairman, Board of County Commissioners

\_\_\_\_\_  
Secretary, Board of County Commissioners



BUDGET AMENDMENT DETAIL

FUND: FEDERAL

<u>CODE</u>	<u>DESCRIPTION</u>	<u>INCREASE</u>	<u>DECREASE</u>
3.5320.049.121.000.000.00	Salary- Teacher <i>IDEA Preschool - Reallocation</i>	\$160.00	
3.5210.118.196.000.000.00	EC-Staff Dev. Participant Pay <i>ECATS Training Allocation</i>	\$1,050.00	

CLINTON CITY SCHOOLS  
BUDGET AMENDMENT

Fund: Special Revenue

Budget Amendment: 1

The Clinton City Board of Education at a meeting on the 27th day of June, 2019, passed the following resolution:

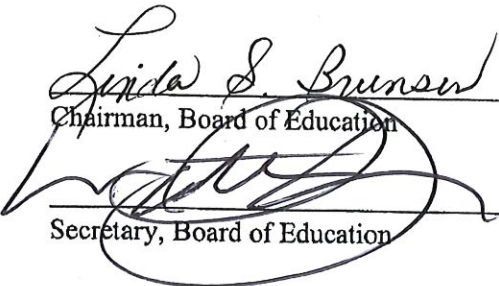
Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2019.

SEE ATTACHED LISTING

Total appropriation in current budget	\$934,857.00
Total increase/decrease of amendment	\$47,205.55
Total appropriation in amended budget	\$982,062.55

Passed by majority vote of the Clinton City Board of Education on the \_\_\_\_ day of \_\_\_\_\_ 2019.

We, the Board of County Commissioners of Sampson County, hereby approve the changes in the Clinton City School Budget as indicated above and have made entry of changes in the minutes of said Board this \_\_\_\_ day of \_\_\_\_\_ 2019.

  
\_\_\_\_\_  
Chairman, Board of Education

\_\_\_\_\_  
Secretary, Board of Education

\_\_\_\_\_  
Chairman, Board of County Commissioners

\_\_\_\_\_  
Secretary, Board of County Commissioners

**BUDGET AMENDMENT DETAIL**

**FUND: SPECIAL REVENUE**

<u>CODE</u>	<u>DESCRIPTION</u>	<u>INCREASE</u>	<u>DECREASE</u>
8.4420.000.000.000.00	Revenue- Lease	\$1,349.00	
8.4430.509.000.000.00	Revenue – Opening Day	\$750.00	
8.4450.000.000.000.00	Revenue – Interest	\$6,089.49	
8.4470.493.000.000.00	Revenue-Brothers for Christ	\$1,500.00	
8.4491.000.000.000.00	Revenue- Hurricane Florence	\$28,017.06	
8.4495.000.000.000.00	Revenue- Miscellaneous	\$9,500.00	
	<i>Adjust Revenue to Actual</i>		
8.5340.003.162.316.00	Salary- Substitute	\$1,480.00	
8.5340.003.211.316.00	Employer's Social Security	\$115.00	
8.5340.009.184.316.00	Longevity		\$668.00
8.5340.009.188.316.00	Annual Leave Payoff		\$51.00
8.5340.009.211.316.00	Employer's Social Security		\$126.00
8.5340.413.162.316.00	Salary- Substitute	\$2,286.11	
8.5350.611.312.000.00	Workshop Expense	\$698.30	
8.5350.611.411.000.00	Supplies and Materials	\$3,330.33	
8.5850.489.182.308.00	Salary- Security Officer	\$328.00	
8.6540.403.173.000.00	Salary- Custodian	\$23,014.00	
8.6550.413.331.000.00	Pupil Transportation-Contracted	\$14,298.81	
8.8700.493.351.308.00	Brothers for Christ Scholarship	\$1,500.00	
8.8700.496.351.308.00	Martin Leder Scholarship	\$500.00	
8.8700.498.351.308.00	Gray F. Butler Scholarship	\$500.00	
	<i>Adjust Budget As Needed</i>		

To: Edwin Causey  
County Manager

From: Wanda Robinson  
Health Director

Subject: County Commissioner's Consent Agenda Item

Date: 7/22/2019

Attached are two items that were approved by the Health Advisory Board on July 15, 2019. This is being submitted for approval by the County Commissioners.

1. Fee Schedule revision
2. Community Health Grant, Year 2: Attached is the Community Health Grant continuation funding in the amount of \$150,000. This funding was approved in the 2019 Budget.

Your assistance is appreciated.

Attachments: Fee Schedule Revision  
Community Health Grant

**HEALTH DEPARTMENT FEES FY 19-20**

LabCorp Test Code	CPT Cods	Modifier	DESCRIPTIONS	Current Charge	Requested Charge	DATE REVISED	Comments
182879	86480	90	Quantiferon Gold - <b>LAB CORP</b>		\$236.25	7/15/2019	adding to fee schedule
	90472		Vaccine Administration (2 dose)	\$20.00	\$25.00	7/15/2019	price increase
042077	OL001	90-NC	Anemia B Profile - <b>LAB CORP</b>	\$328.00	\$0.00	7/15/2019	NC modifier indicates 0.00 charge
001362	OL002	90-NC	Creatine Kinase Total Serum (CK)	\$17.00	\$0.00	7/15/2019	NC modifier indicates 0.00 charge
001040	OL003	90	BUN/Creatine	\$17.00	\$17.00	7/15/2019	changing name - originally MMR Titer
001040	OL003	90-NC	BUN/Creatine	\$0.00	\$0.00	7/15/2019	changing name - originally MMR Titer
000620	OL006	90-NC	Thyroid Panel with TSH - <b>LAB CORP</b>	\$20.00	\$0.00	7/15/2019	NC modifier indicates 0.00 charge
020321	OL011	90	Iron + TIBC - <b>LAB CORP</b>		\$20.66	7/15/2019	adding to fee schedule
020321	OL011	90-NC	Iron + TIBC - <b>LAB CORP</b>		\$0.00	7/15/2019	adding to fee schedule
058495	OL012	90	MMR Titer		\$175.96	7/15/2019	adding to fee schedule
058495	OL012	90-NC	MMR Titer		\$0.00	7/15/2019	adding to fee schedule

## GENERAL CONTRACT COVER

This contract is hereby entered into by and between the North Carolina Department of Health and Human Services, Central Management and Support - Office of Rural Health (the "Division") and County of Sampson, Sampson County Local Health Department (the "Contractor") (referred to collectively as the "Parties").

### 1. Contract Documents:

This contract consists of the following documents, which are incorporated herein by reference:

- (a) This contract cover
- (b) The General Terms and Conditions
- (c) Scope of Work
- (d) Performance Measures Chart
- (e) The Line Item Budget
- (f) State Certification

### Incorporated By Reference

The following documents are reference materials and are available by going to the following website, [Open Window](#)

([http://dhhsopenwindow.nc.gov/index.aspx?pid=doc\\_ReferenceDocuments](http://dhhsopenwindow.nc.gov/index.aspx?pid=doc_ReferenceDocuments)).

- (a) Travel: Policies Governing Travel Related Expenses for Contractors
- (b) General Statutes G.S.143C6 NonState Entities Receiving State Funds
- (c) Subchapter 03M Uniform Administration of State Grants

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

### 2. Precedence Among Contract Documents:

In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in the contract document section, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple contract amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

### 3. Effective Period:

This contract shall be effective on 7/1/2019 and shall terminate on 6/30/2020, with the option to extend, if mutually agreed upon, through a written amendment as provided for in the General Terms and Conditions.

### 4. Contractor's Duties:

The Contractor shall provide the services as described in the scope of work and in accordance with the approved budget.

### 5. Division's Duties:

The Division shall pay the Contractor in the manner and in the amounts specified in the contract documents. The total amount paid by the Division to the Contractor under this contract shall not exceed \$150,000. This amount consists of \$150,000 in State funds, \$0 in Local funds, \$0 in Other funds and \$0 in Federal funds.

The total contract amount is \$150,000.

- 6. Conflict of Interest Policy:**  
The division has determined that this contract is not subject to N.C.G.S. 143C-6-22 & 23.
- 7. Reversion of Unexpended Funds:**  
Any unexpended grant funds shall revert to the Division upon termination of this contract.
- 8. Grants:**  
The Contractor/Grantee has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Contractor/Grantee to comply with the standards set forth in this contract.
- 9. Reporting Requirements:**  
The Division has determined that this is a contract for financial assistance with a Public Entity. Local governmental agencies are subject to N.C.G.S. § 159-34, annual independent audit, rules and regulations, OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and N.C.G.S. § 143C-6-22, use of state funds by non state entities. If subgranting is allowable, a nongovernmental subgrantee is subject to the reporting requirements described on the Notice of Certain Reporting and Audit Requirements. Regulations and Reporting Requirements of N.C. General Statute 143C-6.23 can be found at [ncgrants.gov](http://ncgrants.gov).
- 10. Payment Provisions:**  
Upon execution of this contract, the Contractor shall submit to the Division contract administrator, a monthly reimbursement request for services rendered the previous month by the 10th of each month and, upon approval by the Division, receive payment within 30 days. The Division must make all payments to the Contractor by June 30. Therefore, the Contractor shall submit any adjusted reimbursement request for services, the final request for reimbursement and return any unearned funds, relating to this contract period, to the Division no later than June 10 of the current state fiscal year. The Division shall have no obligation for payment of reimbursement request received later than June 10. If this contract is terminated prior to the original end date, the Contractor is required to submit a final reimbursement report and to return any unearned funds to the Division within 30 days of the contract termination date or no later than June 10. All payments are contingent upon fund availability.
- 11. Contract Administrators:**  
All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's contract administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial contract administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its contract administrator by giving timely written notice to the other Party.

For the Division:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Ginny Ingram Central Management and Support - Office of Rural Health 2009 Mail Service Center Raleigh, NC 27699  Telephone : (919)-527-6440 Fax: ()-- Email: ginity.ingram@dhhs.nc.gov	Ginny Ingram Central Management and Support - Office of Rural Health 311 Ashe Avenue Raleigh, NC 27699

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Wanda Robinson, Health Director Sampson County Local Health Department 360 County Complex Road, Suite 200 Clinton, NC 28328  Telephone: (910)-592-1131 Fax: (910)-299-4977 Email: wrobinson@sampsonnc.com	Wanda Robinson, Health Director Sampson County Local Health Department 360 County Complex Road, Suite 200 Clinton, NC 28328

**12. Supplementation of Expenditure of Public Funds:**

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

**13. Disbursements:**

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

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

**14. Outsourcing to Other Countries:**

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



**15. Other Requirements:**

Any changes to the budget must be requested in writing by the Contractor, and written approval granted by the Division. Changes that exceed 15% of any budgeted line item will require a formal contract amendment.

**16. Signature Warranty:**

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

Signatures follow on next page

In Witness Whereof, the Contractor and the Division have executed this contract in duplicate originals, with one original being retained by each party.

**County of Sampson, Sampson County Local Health Department**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Wanda Robinson  
\_\_\_\_\_  
Printed Name

Health Director  
\_\_\_\_\_  
Title

**WITNESS**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**Central Management and Support - Office of Rural Health, North Carolina Department of Health and Human Services**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Margaret L. Sauer  
\_\_\_\_\_  
Printed Name

Director  
\_\_\_\_\_  
Title

## GENERAL TERMS AND CONDITIONS

### Relationships of the Parties

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

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

**Assignment:** No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may: (a) Forward the Contractor's payment check directly to any person or entity designated by the Contractor, or (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the State to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

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

### Indemnity and Insurance

**Indemnification:** The Contractor agrees to indemnify and hold harmless the Division, the State of North Carolina, and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Contractor in connection with the

performance of this contract to the extent permitted by law.

### Default and Termination

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

**Termination for Cause:** If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the Division shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Division, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the Division for damages sustained by the Division by virtue of the Contractor's breach of this agreement, and the Division may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Division from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the Division may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

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

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

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

**Survival of Promises:** All promises, requirements, terms, conditions, provisions, representations,

guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

**Intellectual Property Rights**

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

**Compliance with Applicable Laws**

**Compliance with Laws:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

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

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

**Confidentiality**

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

**Data Security:** The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

**Duty to Report:** The Contractor shall report a suspected or confirmed security breach to the Division's Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

During the performance of this contract, the contractor is to notify the Division contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

**Cost Borne by Contractor:** If any applicable federal, state, or local law, regulation, or rule requires the Division or the Contractor to give affected persons written notice of a security breach arising out of the Contractor's performance under this contract, the Contractor shall bear the cost of the notice.

**Oversight**

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

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

### Miscellaneous

**Choice of Law:** The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

**Amendment:** This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Division and the Contractor. The Purchase and Contract Divisions of the NC Department of Administration and the NC Department of Health and Human Services shall give prior approval to any amendment to a contract awarded through those offices.

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

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

**Gender and Number:** Masculine pronouns shall be read to include feminine pronouns and the singular of any word

or phrase shall be read to include the plural and vice versa.

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

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

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

**Travel Expenses:** Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

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

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

## Scope of Work Community Health Grant

### A. Background

Access to health services remains a serious problem faced by North Carolina's medically vulnerable residents. Many of the state's residents have lost health insurance coverage due to layoffs in an economy that has seen numerous textiles, furniture, and other industries close their doors. While geographic access has been addressed over the past thirty years, the economic access issues are growing worse with rising health care costs. The Division's Community Health Grant funding is earmarked, especially for this vulnerable population, by the General Assembly in Session Law 2017-57. This grant supports efforts to provide much needed primary care access to medically vulnerable and indigent residents through the Primary Care Access Program (PCAP).

The Contractor is a County Health Department that serves low-income, uninsured, and homeless populations in Sampson County by offering primary medical, maternal, and behavioral health services on a reduced or sliding fee basis for those who qualify. This grant award supports the Contractor's efforts to help residents access primary health care services they could otherwise not afford. Patient visits are reimbursable through PCAP for medically necessary, on-site, face-to-face provider encounters at \$100 per visit.

### B. Purpose

The purpose of this contract is to grant Community Health PCAP support to provide primary medical care services to underserved residents in the Contractor's service area. Through this award, the Contractor enables the Division to meet its mission of providing access to underserved populations who would otherwise be unable to receive primary care due to geographic, economic, or other barriers. Specifically, this contract provides reimbursement to the Contractor at a rate of \$100 per face-to-face provider encounter for patients who qualify for PCAP. It is expected that this funding will be used to support ongoing operations (including staffing) necessary to ensure the Contractor remains accessible to residents in its service area.

### C. Performance Requirements

The Contractor will provide primary medical services to residents living within its service area. The highest priority is the underserved population. The Contractor agrees to identify patients at higher risk for chronic disease through tracking metrics associated with generally accepted best practice protocols in the performance measures outlined in this contract. Grant funds provided under this contract are for the provision of care to underserved patients.

Visits will be reimbursed through PCAP for the following services. Medically necessary on-site, face-to-face provider encounters include but are not limited to:

1. On-site X-rays (both technical and professional components), in-house laboratory work, and any surgical procedures provided in the office
2. The portion of medically necessary hospital, nursing home, and home care services performed by practice providers
3. The use of telemedicine to provide visits reimbursed through PCAP: Telemedicine is the practice of medicine using electronic communication, information technology, or other means between a physician in one location and a patient in another
4. Any prophylaxis for high-risk patients recommended by the Centers for Disease Control (CDC) as a standard protocol (including but not limited to flu and pneumonia)

In addition to direct medical care, primary care may include any of the following: care coordination/care management by a primary care entity, behavioral health, oral health, women's health, maternal and child health that supports health care services in a primary care setting.

**D. Performance Standards**

1. PCAP face-to-face provider visits are based on Medicaid guidelines
2. PCAP visits are defined as face-to-face encounters with a physician, nurse practitioner, physician assistant, or certified nurse midwife
3. The Division will send the Contractor surveys to complete, detailing its performance during specific periods of the contract term ("performance report"). The Contractor shall submit these performance reports per the following schedule:
  - a. By October 31, 2018, reflecting work performed by the Contractor during the first three (3) months of the contract term, (July 1, 2018 through September 30, 2018)
  - b. By January 31, 2019, reflecting work performed by the Contractor during the first six (6) months of the contract term, (July 1, 2018 through December 31, 2018)
  - c. By April 30, 2019 that will reflect work performed during the first nine (9) months of the grant period (July 1, 2018 through March 31, 2019)
  - d. By July 31, 2019, reflecting work performed during the entire term of the contract, (July 1, 2018 through June 30, 2019)
4. The Contractor shall maintain all relevant records (e.g., invoices, payroll records, de-identified patient data, etc.) as described in the General Terms and Conditions and in accordance with the approved budget and performance measures. The Contractor shall make such records available to the Division upon the Division's request.
5. The Contractor will receive the following survey, which should be completed by the dates listed in Item #3 above

<b>SURVEY for ACCESS TO CARE/GENERAL:</b>
Total number of face-to-face Primary Care Access Program (PCAP) encounters
Total number of unduplicated patients served
Diabetes: Hemoglobin A1c Poor Control Patients 18-75 years old with a medical visit during the contract period who have a diagnosis of Type 1 or Type 2 diabetes
Diabetes: Hemoglobin A1c Poor Control Patients 18-75 with a diagnosis of Type 1 and Type 2 diabetes ( <i>who meet the population above</i> ) who met one of the following criteria: <ul style="list-style-type: none"> <li>• their most recent hemoglobin A1c level is greater than 9.0 percent OR</li> <li>they had no test conducted during the contract period OR their test result is missing</li> </ul>
Controlling High Blood Pressure Patients 18-85 years old that had a medical visit during the contract period who were diagnosed with essential hypertension any time prior to 1/1/2018 (that is, hypertension was diagnosed six months prior to the end of this reporting period or earlier).
Controlling High Blood Pressure Patients 18-85 years old who had a diagnosis of hypertension ( <i>who meet the population above</i> ) AND whose blood pressure was less than 140/90 mm HG
Body Mass Index Screening and Follow -Up Patients who are 18 years of age or older with a medical visit during the contract period

<p><b>Body Mass Index Screening and Follow -Up</b>                  Patients (<i>who meet the population above</i>) with a documented BMI (not just height and weight) during their most recent visit or during the previous six months of the most recent visit, AND meet one of the following criteria:</p> <ul style="list-style-type: none"> <li>when the BMI is outside of normal parameters, a follow-up plan is documented during the visit or during the previous six months of the current visit</li> <li>OR the documented BMI is within normal parameters</li> </ul>
<p><b>Tobacco Use and Screening</b>                  All patients aged 18 years and older seen for at least two visits or at least one preventive visit during the contract period                  Patients (<i>who meet the population above</i>) who were screened for tobacco at least once in the last two years AND also meet one of the following criteria:</p> <ul style="list-style-type: none"> <li>patient was screened for tobacco use, was identified as a tobacco user <u>and</u> received documented tobacco cessation intervention OR</li> <li>patient was screened for tobacco and was not a tobacco user</li> </ul>

**E. Performance Monitoring/Quality Assurance Plan**

- The Division will monitor the contract per the following plan:
  - Quarterly performance reporting: The Contractor will submit quarterly performance reports to the Division in the manner described in Section D. The Division will review these reports to measure the Contractor's progress towards meeting the performance targets and objectives listed in the contract package. Failure to submit reports will result in a corrective action plan, up to and including suspension of funding.
  - On-site reviews and/or desk reviews: The Division will conduct on-site reviews, interview Contractor staff regarding program goals and accomplishments, and review key performance and financial documentation to ensure compliance with the contract terms
  - Other periodic contact with Contractor, consulting and referring sites/providers: The Division will schedule meetings, teleconferences, and other periodic contact with all stakeholders to facilitate participation, review progress, and discuss any questions that may arise
- If the Division determines that the Contractor's contract performance is out of compliance, the Division will work with the Contractor to correct any deficiencies. If performance issues are not resolved within thirty (30) days of an identified deficiency, a corrective action plan will be developed and implemented within the ensuing thirty (30) days. The Contractor's failure to resolve deficiencies within the timeframe prescribed in the corrective action plan may result in the Division's suspension of funding or in other alternative management decisions.

**F. Reimbursement**

Community Health Grant funds may only be reimbursed upon completion of a monthly expense report that accurately reflects expenditures for items approved in the budget. The Contractor must include receipts with its monthly expense reports when requesting reimbursement for capital expenditures. Monthly reimbursement requests must be completed and returned to the Division in the specified format by the 10<sup>th</sup> of the month to ensure prompt payment. Final reconciliation of expenditures will be made within thirty (30) days of the contract's termination date.



**PERFORMANCE MEASURES CHART**

The Department of Health and Human Services uses performance measures rubrics as a tool to determine the success of a project and how well services and products are being delivered. Together they enable the Department to gauge efficiency, determine progress toward desired results and assess whether the Department is on track with meeting its goals. The contractor shall adhere to all of the performance requirements/standards in the scope of work, including performance measures in the performance measures chart below.

<b>Measure Type</b>	Output	<b>Reporting Frequency</b>	Annual
<b>Measure</b>	Number of unduplicated patients served		

<b>Budget Year</b>	1	<b>Trend</b>	Increase
<b>Baseline Value</b>	4,200		
<b>Target Value</b>	4,380		
<b>Data Source</b>	Contractor's Electronic Health Record system		
<b>Collection Process and Calculation</b>	Contractor will generate reports from Electronic Health Records		
<b>Collection Frequency</b>	Quarterly		

<b>Measure Type</b>	Output	<b>Reporting Frequency</b>	Annual
<b>Measure</b>	Number of face-to-face Primary Care Access encounters		

<b>Budget Year</b>	1	<b>Trend</b>	Increase
<b>Baseline Value</b>	0		
<b>Target Value</b>	1,500		
<b>Data Source</b>	Contractor's Electronic Health Record system		
<b>Collection Process and Calculation</b>	Contractor will generate reports from Electronic Health Records		

<b>Collection Frequency</b>	Quarterly
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<b>Measure Type</b>	Outcome	<b>Reporting Frequency</b>	Annual
<b>Measure</b>	Percentage of patients 18-85 years old who had a diagnosis of hypertension (HTN) and whose Blood Pressure (BP) was adequately controlled (less than 140/90 mm Hg) during the reporting period.		

<b>Budget Year</b>	1	<b>Trend</b>	Increase
<b>Baseline Value</b>	80%		
<b>Target Value</b>	83%		
<b>Data Source</b>	Contractor's Electronic Health Record system		
<b>Collection Process and Calculation</b>	Contractor will generate reports from Electronic Health Records		
<b>Collection Frequency</b>	Quarterly		

<b>Measure Type</b>	Outcome	<b>Reporting Frequency</b>	Annual
<b>Measure</b>	Percentage of patients 18-75 years of age with diabetes who had hemoglobin A1c (HbA1c) greater than 9.0 percent during the reporting period (or who had no test conducted during the reporting period).		

<b>Budget Year</b>	1	<b>Trend</b>	Maintain
<b>Baseline Value</b>	63%		
<b>Target Value</b>	63%		
<b>Data Source</b>	Contractor's Electronic Health Record system		
<b>Collection Process and Calculation</b>	Contractor will generate reports from Electronic Health Records		

<b>Collection Frequency</b>	Quarterly
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<b>Measure Type</b>	Quality	<b>Reporting Frequency</b>	Annual
<b>Measure</b>	Percentage of patients aged 18 years and older with a visit during the reporting period with a documented BMI during the most recent visit or within six months prior to that visit and when the BMI is outside of normal parameters, a follow-up plan is documented during the visit or during the previous six months of the visit.		

<b>Budget Year</b>	1	<b>Trend</b>	Increase
<b>Baseline Value</b>	18%		
<b>Target Value</b>	19%		
<b>Data Source</b>	Contractor's Electronic Health Record system		
<b>Collection Process and Calculation</b>	Contractor will generate reports from Electronic Health Records		
<b>Collection Frequency</b>	Quarterly		

<b>Measure Type</b>	Quality	<b>Reporting Frequency</b>	Annual
<b>Measure</b>	Percentage of patients aged 18 years and older who were screened for tobacco use one or more times within 24 months AND if identified as a tobacco user, received cessation counseling intervention.		

<b>Budget Year</b>	1	<b>Trend</b>	Increase
<b>Baseline Value</b>	80%		
<b>Target Value</b>	81%		
<b>Data Source</b>	Contractor's Electronic Health Record system		
<b>Collection Process and</b>	Contractor will generate reports from Electronic Health Records		

<b>Calculation</b>	
<b>Collection Frequency</b>	Quarterly

LINE ITEM BUDGET

This begins the line item budget for year 1

Budget Detail - Year 1			
Category	Item	Narrative	Amount
Salary\Wages			\$0.00
Fringe Benefits			\$0.00
Other			\$0.00
Repair and Maintenance			\$0.00
Staff Development			\$0.00
Dues and Subscriptions			\$0.00
Operational Other	Service Payments	Monthly reimbursement based on documented encounters at \$100 each (1,500 encounters)	\$ 150,000.00
Subcontracts and Grants			\$0.00
Match			\$0.00

Budget Detail - Year 1			
Category	Item	Narrative	Amount
Cost Per Service			\$0.00
<b>Sub Total</b>			\$150,000.00
Indirect Cost			\$0.00
<b>Total Budget</b>			\$150,000.00

Subcontracting and Grants Budget Detail - Year 1			
Category	Item	Narrative	Amount
			\$0.00
<b>Sub Total</b>			\$0.00

Salaries - Year 1						
Persons	Position or Title	Annual Salary	Hourly Rate	Months	Work %	Total
0		\$0.00	0.0000	0	0%	\$0.00
<b>Sub Total</b>						\$0.00

State Certifications

Contractor Certifications Required by North Carolina Law

Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter\_64/Article\_2.pdf
• G.S. 133-32: http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32
• Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf
• G.S. 105-164.8(b): http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\_105/GS\_105-164.8.pdf
• G.S. 143-48.5: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\_143/GS\_143-48.5.html
• G.S. 143-59.1: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\_143/GS\_143-59.1.pdf
• G.S. 143-59.2: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\_143/GS\_143-59.2.pdf
• G.S. 143-133.3: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\_143/GS\_143-133.3.html
• G.S. 143B-139.6C: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\_143B/GS\_143B-139.6C.pdf

Certifications

- (1) Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
(2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.useis.gov
(3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
(a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and
(b) [check one of the following boxes]
[X] Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or
[ ] The Contractor or one of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
(4) Pursuant to G.S. 143-59.2(h), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
(5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
(6) The undersigned hereby certifies further that:
(a) He or she is a duly authorized representative of the Contractor named below;
(b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
(c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name: Sampson County Health Department

Contractor's Authorized Agent: Signature Wanda Robinson Date 3/19/2019

Printed Name Wanda Robinson Title Health Director

Witness: Signature Tamra Jones Date 3/19/2019

Printed Name Tamra Jones Title Accounting Specialist I

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO. 7

Meeting Date: August 5, 2019

Information Only  
 Report/Presentation  
 Action Item  
 Consent Agenda

Public Comment  
 Closed Session  
 Planning/ Zoning  
 Water District Issue

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INFORMATION ONLY

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

**Board Information - Health Department Items**

- a. Sampson County Child Fatality Team 2018 Annual Report
- b. Sampson County Health Advisory Committee Minutes, May 20, 2019

**Board Information - General**

- c. Cooperative Extension Service - 2018 Report to the People
- d. Acknowledgement of Funding - Harrells Community Center, City of Clinton/ All America City Efforts



To: Mr. Edwin Causey  
County Manager

From: Wanda Robinson  
Health Director

Subject: County Commissioner's agenda item

Date: July 24, 2019

The Sampson County Child Fatality 2018 Annual Report is being submitted as an informational item to be added to the August commissioner's meeting agenda. This report was presented and reviewed by the Health Advisory Committee on July 15, 2019.

This report summarizes the findings and recommendations of the Child Fatality Team. The document will serve as the plan for future activities as the committee seek to reduce the infant mortality rate for children in Sampson County.

If there are any questions, please feel free to contact me.

Attachment: Child Fatality 2018 Report

# **Sampson County Child Fatality Prevention Team**

## **2018 Annual Report**

**County:** Sampson County Health Department  
**Contact Person:** Wanda Robinson, RN  
Health Director  
**Contact Number:** 910-592-1131, ext. 4971  
**Date of Report:** July 15<sup>th</sup>, 2019

### **I. Introduction:**

Sampson County is required to establish and maintain a Child Fatality Prevention Team to review child fatalities in our community. The teams are established under North Carolina G.S. § 7B-1400 which states "...it is the intent of the General Assembly, through this article, to establish...local teams ... in G.S. § 7B-1406. The purpose of the system is to assess the records of ... all deaths of children in North Carolina from birth to age 18..." The purpose of the Child Fatality Prevention Team is to identify areas for improvement and to recommend changes that would promote the safety and well-being of children. The team was initiated in June 1995 and continues to meet on a bi-monthly basis. The team reviewed 5 child fatalities between January 1, 2018 and December 31<sup>st</sup>, 2018. This was a significant decrease from 8 to 5 as compared to the previous year. Findings related to these fatalities and the recommendations are found within this report.

### **II. Team Activities and Recommendations:**

The team met on a bi-monthly schedule starting on January 1, 2018. The team, under the direction of the Sampson County Health Director and the Social Services Director held joint meetings for the County Community Child Protection Team and the Child Fatality Prevention Team.

### **III. Sampson County Child Fatality Prevention Team Statistical Information:**

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

local teams to all medical records, hospital records, and records maintained by the state, any county or any local agency as necessary to fulfill the team’s responsibility to review a child fatality (G.S. § 143-578).

Cases are identified and recommended for review by the State Child Fatality Prevention Team Coordinator. All team members are alerted and requested to bring information from their agencies to the team meetings. Other professionals known to have involvement with a family are also invited to the case review meeting. Members of the team are reminded and sign confidentiality statements concerning discussion of the cases. Circumstances surrounding the child’s death and available information about the families are discussed. Family members are not contacted during this process. System changes are recommended as deficiencies are identified through case review.

B. Type and number of fatalities reviewed (CY-2018):

<u>Child Death by Cases</u> (Cause of Death)	<u># Reviewed</u>
<b>Birth Defects</b>	1
<b>Natural Conditions</b>	0
<b>Perinatal Conditions</b>	2
<b>Illnesses</b>	2
 <b><u>Unintentional Injuries</u></b>	
Homicide	0
Accidents	0
Other	
<b>Total</b>	<b>5</b>
 <b><u>Child Death by Age</u></b>	
Infant	4
1-4	
5-9	1
10-14	0
15-17	0
<b>Total</b>	<b>5</b>

**IV. Analysis and Recommendations:**

A. Trends Identified:

- The death rate increased substantially for infants; the primary cause for this was due to illnesses and extreme prematurity.
- There are no reports of SIDS deaths for the past five years.
- Unintentional injuries decreased

B. Recommendations:

General

- Need to develop and conduct public awareness on the importance of safe driving and seat belt usage.
- Continue to promote early and continuous prenatal care.

**V. Training Needs Identified:**

Training is always needed due to CFPT committee members and staff turnover. This will be an ongoing process.

**VI. Conclusions:**

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

**Child Fatality Prevention Team  
Type and Number of Fatalities**

Type and Number of Fatalities Reviewed	CY-2018
<b>Birth Defects</b>	1
<b>Natural Conditions</b>	0
<b>Perinatal Conditions</b>	2
<b>Illnesses</b>	2
<b>Unintentional Injuries:</b>	
Accidents	0
Homicide	0
<b>Other</b>	
<b>Total</b>	<b>5</b>

**Definitions:**

1. Birth Defects: Congenital Malformation of the heart
2. Perinatal Conditions: Extreme Prematurity
3. Illnesses: Spinal Muscular Atrophy, Graft Failure/Pancytopenia

To: Mr. Edwin Causey  
County Manager

From: Wanda Robinson  
Health Director

Subject: County Commissioner's Agenda Item

Date: July 24, 2019

Attached are the Health Advisory Committee Minutes for May 20, 2019 approved July 15, 2019. This is being submitted as Board of Health information item.

Attachment: May 20, 2019 Health Advisory Committee Minutes

**SCHD Advisory Committee Minutes  
May 20, 2019**

**Members Present:** Dr. Jeffrey Bell, Paul Bradshaw, Dr. Elizabeth Bryan, Robert Butler, Jacqueline Howard, Chair, Allie Ray McCullen, Commissioner Harry Parker, Linda Peterson.

**Absent:** Linda Heath, Dr. Beth Turner and Charlotte Harrell.

**Health Department Staff present:** Wanda Robinson, Sally DeMay, Tamra Jones, Perry Solice and Kelly Parrish.

**Administration Present:** Edward Causey and Joe Starling.

**I. Call to Order:**

Jacqueline Howard, Chair called meeting to order.

**II. Invocation:**

Commissioner Harry Parker gave the Invocation.

**III. Approval of Minutes:**

Motion made to approve the March 18, 2019 minutes as written made by Commissioner Harry Parker and seconded by Dr. Elizabeth Bryan. All in favor, motion carried.

**IV. Update on Pools-Policy review/rules:**

Perry Solice gave an update on Pools policy and rules. (See "Staying Safe & Healthy"; Letter to Pool Operators"; Application for Pool Operation Permit"; Pool drain Safety Compliance Data"; Safety and Depth Marking Requirements"; Swimming Pool Fecal Incident Response Chart"; and Inspection of Swimming Pool" attached.) Discussed issues that have occurred in pools.

Perry reviewed the "Staying Safe & Healthy handout with attention to chlorine and ph levels and advice to maintaining a healthy pool. Reviewed the letter to Pool Operators, includes the application and pool drain safety compliance data forms and fee of \$100.00 per pool. Application ask for both the pool operator and the pool owner.

"Safety and Depth Marking Requirements" reviewed the depths and signage required for pools and spas. "Swimming Pool Fecal Incident Response Summary Chart" reviewed issues and action to take to correct. "Inspection of Swimming Pool" reviewed the bold items, 6 point items if missed means no permit issued. Perry described issues he has discovered with inspections of local pools. Spot checks are performed on local pools during the seasons as well as the initial inspections. Wellness Center is the only pool in Sampson County that operates year round.

Perry reviewed a few germs found in public pools: Shigellosis, E. coli, Giardia, Cryptosporidiosis, Hepatitis A and swimmers ear.

Wanda Robinson remarked on the requirement of a complete application being received prior to inspection visit. There is a level of accountability for Environmental Health, pool operators and owners. This is a requirement of the State not the health department. There will be an article printed in the local papers about the pool safety. There have been several drownings of children in our county in the past.

**V. Measles Outbreak and Recommendations:**

Kelly Parrish reviewed handouts “Measles Update 2019” and “SCHD Advisory Committee Report for Measles 2019”. (See attached.) Currently no reported cases of measles in North Carolina. Receiving a lot of phone calls at the health department. Hearing a lot of misinformation being report on the media. The “Measles Update 2019” has been posted on the County Website and on Health Department Facebook page.

Description of measles and complications. As of April 26, 2019, CDC has reported 704 cases of measles in the United States since the beginning of 2019. Largest number of cases reported in the country in a single year since 1994. Measles was declared eradicated in the United States in 2000.

Reasons or factors that have led to this outbreak; decline in vaccination rates in vulnerable communities due to misinformation about measles and the MMR vaccine. Unvaccinated US residents traveling internationally to other parts of the world such as Europe, Asia, the Pacific, and Africa. Travelers with measles bring the disease into the US.

Health care providers should ensure persons are up to date with MMR vaccine, including before international travel. Providers should rapidly report all suspected cases of measles to public health authorities. Kelly reviewed the recommendations for receiving MMR vaccine.

Local health departments are currently in surveillance mode and closely monitoring outbreak activities. Kelly has reviewed the current status of health department employee’s vaccine records to be prepared and ready for action if needed in Sampson County.

Questions was asked about reasons for not receiving vaccinations. Kelly responded there are religious exemptions and some discussion about vaccines in children. Wanda Robinson spoke of this giving us a chance to educate and promote vaccinations in children and adults. Health Department has ordered extra vaccines to have on hand if needed.

**VI. Financial:**

**a. Fee Schedule:**

Tamra Jones presented Fee Schedule changes. Chart shows Codes, description of fee, current fee, suggested new price and comments section. Tamra spoke of negotiations with LabCorp for lower lab fees, noted on the handout. This helps with our programs that have sliding fee scales for all services provided. If a patient slides to zero on the sliding fee scale and provider orders a \$200.00 lab test, the cost of test falls on the health department.



Wanda Robinson spoke of the upcoming Medicaid Transformation and the importance of our fee schedule as we start negotiating rates with them. Full Fee Schedule will be presented to the Board of Commissioners.

Motion made to accept the Fee Schedule changes presented made by Paul Bradshaw and seconded by Dr. Jeffery Bell. All in favor. Motion carried.

**b. Budget (Activity Summary):**

Tamra Jones discussed the Activity Summary handout (attached). Visits for STD, Immunizations, Food and Lodging and Sewage are up. Adult Health and Maternal Health visits are staying steady. Perry Solice spoke in reference to the increase in sewage visits; a lot of repairs are coming in as well as new construction and switching out to new mobile homes. Some of the repairs are the result of the storm last fall. Medicaid revenues are down a little, up from September. Local revenues up-includes insurance billing and patient payments. EH revenues are up as well. Tamra reported we are on track with projected revenue income.

**VII. Record Retention and Disposition Schedule:**

**a. General Grants:**

Wanda Robinson presented the General Grants record retention schedule. Schedule give us the purge dates for grants. Motion to accept and approve the General Grants Retention and Disposition schedule made by Dr. Elizabeth Bryan, seconded by Dr. Jeffery Bell. All in favor. Motion carried.

**b. Local Health Departments:**

Wanda Robinson presented the Records Retention and Disposition Schedule for Local Health Departments. Discussed purging methods and retention periods of certain records.

Motion to accept and approve the Records Retention and Disposition Schedule for Local Health Departments made by Linda Peterson, seconded by Dr. Jeffery Bell. All in favor. Motion carried.

**VIII. Advisory Committee Meeting Dates/Time Change:**

Wanda Robinson placed on agenda to ensure all members of the Advisory Committee had the updated Meeting Dates list and to make sure all aware of the time change from 7:00 pm to 6:30 pm.

**IX. Health Directors Report:**

Wanda Robinson shared information regarding Disaster Health involving the City and County School Nurses and emergency responses. We have a Memorandum of Agreement with both City and County schools and MOA contains statements regarding emergencies and how we are able to utilize these nurses during an emergency. Funding for the school nurses comes through the health department. The health department subcontracts out the funds to the schools, for the schools to hire nurses and perform the other pieces of the contract. We receive \$400,000 in funds for School Nurse Funding Initiative (SNFI). This amount is divided \$250,000 for County Schools/5 Nurses and \$150,000 Clinton City Schools/3 Nurses.

Wanda has met with City and County Schools superintendents and requested and agreed the schools will do the following:

- Maintain a current roster of school nurses including contact information
- Implement a call-in system among school nurses during potential emergencies.
- Arrange for the provision of school nurses to relieve SCHD nursing staff in shelters during disasters.
- Arrange for the provision of school nurses to assist in a crisis or disaster response.
- Maintain a current list of available nurses on files with the SCHD on current licensure and CPR certification.
- Notify the SCHD Director of Nursing of any changes in availability of staff due to long-term illness, termination, etc.
- Assure school nurses attend shelter training and crisis/disaster training as arranged by SCHD, including ICS trainings 100, 200 and NIMS 700.

Health Department will do the following:

- Assign nursing staff to shelters when they are declared open to the public.
- Assign nurses to respond to a widespread crisis or disaster utilizing SCHD nurses first.
- Assign SCHD nurses as the primary shelter staff.
- Assign two nurses to each shelter. Initial assignment may be up to 48 -72 hours depending upon prevailing conditions, with each nursing alternating duty every 12 hours.
- As circumstances are allowed, SCHD Nurses will be assigned on a rotating basis for 12 hour shifts until all available staff have been exhausted.
- Once SCHD nursing staff is exhausted, School nurses will be assigned using the same schedule as SCHD.
- Arrange for training of staff regarding disaster shelter responsibilities and crisis/disaster response including ICS 100 and 200, NIMS 700.

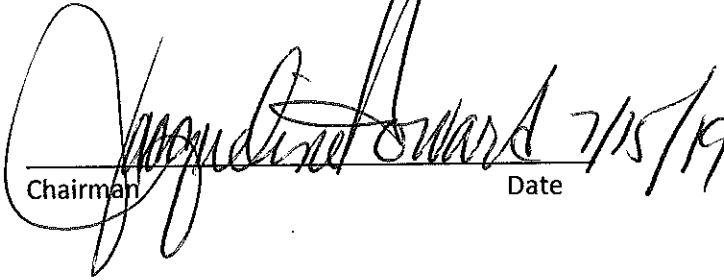
Wanda reported on the Medicaid Managed Care Transformation. Health Department will have two systems working: Fee for Service renamed NC Medicaid Direct and Managed Care. (See Handout attached). Will have five different contract negotiations and will need to include all of our services within these contracts. Concerns that in the past Medicaid has not sent out EOB's and insurance companies do send EOB's. Hoping that the managed care companies will not send EOB's for particular services such as STD visits. Regions 2 and 4 will roll out in November. Our Region 5 rolls out in February 2020.

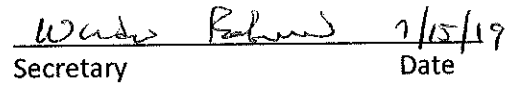
Wanda reviewed the 5<sup>th</sup> bullet point on the back of handout (attached): "DHHS/DHB is currently reviewing overall practitioner and facility contract, and expect to approve these contracts by late May/early June. As those reviews are completed, we will continue to review provider specialty contract language, including LHDs." Contracts will need tweaking to include services that private providers do not provide some of the services as the health department provides, such as Case Management and Communicable Disease. Discussed the possibility of delay in receiving payments during the rollout period of stopping with one system and starting the new process. Questions was raised if additional county funds would be needed during the transition. Tamra responded not anticipated at this time. Payment process will be different, with payments coming directly from Insurance companies not from the State. Payments will include the State's portion, the state will then tell us the amounts

we will need to pay to them out of the payment received. Clients have already received information and started choosing their plan and company.

X. **Public Comment:**  
No public comment.

XI. **Adjournment:**  
Motion made to adjourn made by Linda Peterson, seconded by Dr. Elizabeth Bryan. All in favor, motion carried.

  
Chairman \_\_\_\_\_ Date 7/15/19

  
Secretary \_\_\_\_\_ Date 7/15/19

# NC Cooperative Extension - Sampson County Center

## 2018 Report To The People

### OUR MISSION:

North Carolina Cooperative Extension partners with communities to deliver education and technology that enrich the lives, land and economy of North Carolinians.

## Staff

### Administration/Ag

**Eileen Coite**

County Extension Director

**Patricia Burch**

Support Specialist

**Lynn Raynor**

Administrative Assistant

### Agriculture

**Paul Gonzalez**

Livestock Agent

**Brad Hardison**

Horticulture Agent

**James Hartsfield**

Area Agent

Small Farm Management

**Della King**

Field Crops Agent

**Max Knowles**

Livestock Agent

**Allan Thornton**

Area Specialized Agent  
Commercial Horticulture

### Family & Consumer Sciences

Food & Nutrition

**Sydney Johnson**

Area Agent

**Lethia Lee**

EFNEP Program Assistant

### 4-H & Youth Development

**Genny Thompson**

4-H Agent

**Danelle Graham**

4-H Program Assistant  
Teen Court/Juvenile Restitution

**Denise McIntyre**

4-H Program Assistant  
Substance Abuse Prevention  
Youth Inspire Program

**Elizabeth Merrill**

4-H Program Assistant

## AGRICULTURE

Agriculture is a 1.3 billion dollar industry in Sampson County, with the county ranking #1 in NC farm cash receipts. 50% of the county is in farmland.

The Sampson County Cooperative Extension agricultural staff provided educational resources to the agricultural community resulting in the following highlighted impacts:



- 324 animal waste operators and 471 pesticide applicator certifications were maintained
- Extension Master Gardeners volunteered 2400 hours at a value of \$43,578 to residents
- Ag agents assisted 87% of local farmers with disaster assistance program enrollment
- After Hurricane Florence, an Animal Supply Point collected 384 bales of donated hay estimated at \$17,000 to assist producers in need
- Sampson Ag Day and Ag 4 Kids Day brought Ag education and awareness to 1300 citizens



## FAMILY AND CONSUMER SCIENCES

The Family & Consumer Sciences (FCS) program made a tremendous difference in healthier lifestyles for Sampson County citizens, with the following impacts:

- 308 adults and youth increased fruit and vegetable consumption
- 227 participants increased physical activity
- 74 citizens reduced their body mass index
- Steps to Health taught 276 third grade students about healthy eating habits
- The Expanded Food & Nutrition Education Program provided 163 families learning opportunities to live and eat healthier and reduce chronic disease risk factors with participants meeting and/or exceeding dietary change goals with fruit, vegetable, and dairy consumption, and improved physical activity.



## 4-H & YOUTH DEVELOPMENT

The 4-H and Youth Development program had major impacts in the young lives of Sampson County:

- **93%** completion rate for Youth Inspire Program participants
- Teen Court and Juvenile Restitution program had **100%** success in improving actions, behaviors and attitudes, resulting in **no new adjudications**
- **175** youth remained actively enrolled in 4-H
- **5913** youth participated in 4-H activities throughout the year
- School garden projects improved knowledge and nutritional habits in **4400** elementary age youth



Sampson County Cooperative Extension succeeded in meeting the educational needs of citizens in all programming areas through a total of **130,547 interactions**. Additionally, **96** educational newspaper articles and radio communications were published, and **619 volunteers** provided **2874 hours** of their time assisting **2179 citizens** with an estimated **value to the county of \$70,959**.

*Identified focus areas that were addressed included major extension objectives, such as: profitable and sustainable agriculture, leadership and community development, volunteer readiness, school to career development, natural resource conservation and environmental sustainability, urban and consumer agriculture, healthy eating, physical activity and chronic disease risk reduction.*

***A total of \$234,371 in grants, gifts, donations and user fees supported Extension programming.***

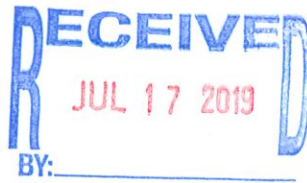


Extension professionals in 100 counties and the Cherokee Reservation provide education and technical assistance based on research from North Carolina's land-grant universities, N.C. State University and N.C. A&T State University. Extension specializes in agriculture, youth, communities, health and the environment by responding to local needs.

**Website:** <http://sampson.ces.ncsu.edu>    **55 Agriculture Place; Clinton, NC 28328**    **Phone: 910-592-7161**    **Fax: 910-592-9513**

North Carolina State University and North Carolina A&T State University commit themselves to positive action to secure equal opportunity regardless of race, color, creed, national origin, religion, sex, age, veteran status or disability. In addition, the two Universities welcome all persons without regard to sexual orientation. North Carolina State University, North Carolina A&T State University, U.S. Department of Agriculture, and local governments cooperating.





*"Saving Our Community One Center at a Time"*

Harrells Community Center  
183 Bland School Road  
Harrells, NC 28444  
July, 17 2019

Dear Mr. Ed Causey & the Sampson County Commissioners:

We the Board members of the Harrells Community Center thank you so much for monetary donation of \$5000.00 that the county Commissioners approved. The funds will help in our renovation project to the building.

We know that the seniors and the entire community will benefit from the project we have completed with the well needed funds. The seniors will get many days of comfort enjoying the new floors in the building. You will never know how much it means to our seniors to know that you care for their wellbeing.

Your donation of \$5000.00 is tax deductible to the fullest extent allowed by law. No goods or services were provided in return for your donation.

The tax exempt number is 38-390-4085

Again thank you so much for your donation.

With kindest regards,

Russell Lee  
Chairman



July 4, 2019

Sampson County Board of Commissioners,

Thank you for supporting Clinton's 2019 All-America City Award efforts as a Patriot (\$5000 and over) level Sponsor. Sponsors like you helped our delegation of nearly thirty people travel to the National Civic League's All-America City Awards and Conference in Denver, Colorado.

Created in 1949, the All-America City Award, once called the "*Nobel Prize for Constructive Citizenship*," is given to communities to recognize strong civic practices and community projects. Clinton won the All-America City Award in 2007 and has been a finalist in 2004, 2005, 2009 and of course, 2019.

While Clinton was not selected as a 2019 All-America City, we were proud to be one of only twenty finalists from around the country. Our delegation represented Clinton well and I have seen firsthand how this competition brings us together and makes our community stronger.

Again, thank you for your contribution to such an important cause.

Sincerely,

Luther D. Starling Jr.  
Mayor

## PUBLIC COMMENT POLICIES AND PROCEDURES

Revised June, 2018

In accordance with NCGS 153A-52.1, 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. 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.

As with public hearings, the Chair (or presiding officer) will determine and announce limits on speakers at the start of the Public Comment period. Each speaker will be allocated no more than five (5) minutes. The Chairman (or presiding officer) may, at their discretion, decrease this time allocation if the number of persons wishing to speak would unduly prolong the meeting. A staff member will be designated as official timekeeper, and the timekeeper will inform the speaker when they have one minute remaining of their allotted time. When the allotted time is exhausted, the speaker will conclude their remarks promptly and leave the lectern. Speakers may not yield their time to another speaker, and they may not sign up to speak more than once during the same Public Comment period.

An individual wishing to address the Board during the Public Comment period shall register with the Clerk/Deputy Clerk to the Board prior to the opening of the meeting by signing his or her name, and providing an address and short description of his or her topic on a sign-up sheet stationed at the entrance of the meeting room. Any related documents, printed comments, or materials the speaker wishes distributed to the Commissioners shall be delivered to the Clerk/Deputy Clerk in sufficient amounts (10 copies) at least fifteen minutes prior to the start of the meeting. Speakers will be acknowledged to speak in the order in which their names appear on the sign-up sheet. Speakers will address the Commissioners from the lectern, not from the audience, and begin their remarks by stating their name and address.

**To ensure the safety of board members, staff and meeting attendees, speakers are not allowed to approach the Board on the seating platform, unless invited by the Board to approach.**

Speakers who require accommodation for a disabling condition should contact the office of the County Clerk or County Manager not less than twenty-four (24) hours prior to the meeting.

If time allows, those who fail to register before the meeting may be allowed speak during the Public Comment period. These individuals will be offered the opportunity to 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.

A total of thirty (30) minutes shall be set aside for public comment. At the end of this time, those who signed up to speak but have not yet been recognized may be requested to hold their comments until the next meeting's public comment period, at which time they will be given priority for expression. Alternatively, the Board, in its discretion, may extend the time allotted for public comment.

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. Speakers will not discuss matters regarding the candidacy of any person seeking public office, including the candidacy of the person addressing the Board.



Speakers will be courteous in their language and presentation, shall not use profanity or racial slurs and shall not engage in personal attacks that by irrelevance, duration or tone may threaten or perceive to threaten the orderly and fair progress of the discussion. Failure to abide by this requirement may result in forfeiture of the speaker's right to speak.

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. Any action on items brought up during the Public Comment period will be at the discretion of the Board. When appropriate, items will be referred to the Manager or the proper Department Head for further review.

A copy of the Public Comments Policy will be included in the agenda of each regular meeting agenda and will be made available at the speaker registration table. The policy is also available on the County's website.

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**SAMPSON COUNTY WATER DISTRICT II  
BOARD OF DIRECTORS**

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ITEM ABSTRACT

ITEM NO. 9

Meeting Date: August 5, 2019	<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 checked="" type="checkbox"/>	Water District Issue

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**SUBJECT:** Adopt Resolution Approving 2018 Local Water Supply Plan for Sampson County Water and Sewer District II - Plainview

**DEPARTMENT:** Water and Sewer District II

**PUBLIC HEARING:** No

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

**PURPOSE:** To consider adoption of a resolution approving the LWP-Plainview

**ATTACHMENTS:** Resolution Approving 2018 Local Water Supply Plan for Sampson County Water and Sewer District II - Plainview

**BACKGROUND:**

North Carolina General Statute 143-355(I) 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. Local Water Supply Plans, and their associated resolutions, were adopted for Districts I and II last year and will not be updated until 2021; however, a new resolution is necessary given the system's purchase of water specific to the Plainview area. This was requested by the Department of Environmental Quality/Water Resources Division.

**RECOMMENDED ACTION OR MOTION:**

Adopt resolution as presented



**Resolution Approving 2018 Local Water Supply Plan for  
Sampson County Water and Sewer District II - Plainview**

**Whereas**, North Carolina General Statute 143-355(I) 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(I) 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 2018 Local Water Supply Plan for Sampson County WSD II - Plainview (PWSID# 50-82-022), dated June 4, 2019 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 August, 2019

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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