



**SAMPSON COUNTY  
BOARD OF COMMISSIONERS  
MEETING AGENDA  
May 6, 2019**

**6:00 pm Convene Regular Meeting (County Auditorium)**

Invocation and Pledge of Allegiance  
Approve Agenda as Published

**Tab 1 Presentations and Reports**

- a. Report on the Revenue Neutral Rate from the 2019 Revaluation 1 - 2

**Tab 2 Action Items**

- a. Consideration of Request for Financial Support for the City of Clinton's All-America City Bid 3
- b. Consideration of Request for Financial Support for Development of Sampson County Portion of Mountains-to-Sea Trail 4 - 7
- c. Consideration of Award of Bid for Identification and Analysis of Sites/Opportunities for Future Economic Development 8
- d. Consideration of a Facility Naming Policy in Response to Request for Naming of Courthouse Extension Building 9 - 16
- e. Public Hearing – Rescinding of Private Road Names (2) 17 - 23
- f. Appointments 24
- Southeastern Economic Development Commission (SEDC), Private Industry Representative

**Tab 3 Consent Agenda 25**

- a. Approve the minutes of the April 1, 2019 meeting 26 - 31
- b. Adopt a resolution proclaiming May 13, 2019 as a day of celebration of EFNEP's 50 years of programming 32
- c. Adopt revised Rules of Procedure for the Sampson County Planning Board as recommended 33 - 50
- d. Adopt a resolution declaring certain vehicles as surplus and authorizing disposal at public auction to be held May 31, 2019, excluding the 2004 Ford Expedition (VIN 1FMPU14W84LB43270) to be given to Suttontown EMS 51 - 56
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<b>Tab 3</b>	<b>Consent Agenda, continued from previous page</b>	
	f. Authorize execution of the Letter of Agreement for Airport Safety/Maintenance Project between the Sponsor (the County) and the NC Department of Transportation	70 - 74
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	<b>County Manager's Reports</b>	
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	<b>Recess to Reconvene on May 16, 2019 at 6:15 pm for Budget Presentation</b>	

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO. 1 (a)

Meeting Date: May 6, 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:** Report on the Revenue Neutral Rate from the 2019 Revaluation

**DEPARTMENT:** Finance/Tax

**PUBLIC HEARING:** No

**CONTACT PERSON(S):** David Clack, Finance Officer  
Jim Johnson, Tax Administrator

**PURPOSE:** To hear a report on the calculated revenue neutral rate from the recent revaluation

**ATTACHMENTS:** Rate Calculation Sheet

**BACKGROUND:**

NCGS 159-11(e) defines "revenue neutral tax rate" and requires that it be included in the proposed budget submitted by the budget officer to the governing board "for comparison purposes" in reappraisal years. However, the exact calculation can be complex, so in anticipation of your receiving a draft budget in May, Finance Officer David Clack and Tax Administrator Jim Johnson will provide an overview on the legal requirements regarding the calculation and publication of this rate.

**RECOMMENDED ACTION OR MOTION:**

No action necessary

# Neutral Property Tax Increase

Sampson

Note: The top part of this worksheet is used as working papers to make it easier for you (counties and municipalities) to calculate amounts that should be used in the actual

## Revaluations as of:

January 1, 2017 and 2009

Fiscal year	Assessed Valuation as of June 30	Total Assessed Valuation	Valuation Increase	Percentage change
2019-20	4,793,000,000	4,793,000,000		
		4,681,990,110		
2018-19	Revaluation 1/1/2019	4,681,990,110	4,681,990,110	
		4,707,680,121	(25,690,011)	-0.55%
2017-18	4,707,680,121	4,707,680,121	259,244,097	5.83%
		4,448,436,024		
2016-17	4,448,436,024	4,448,436,024	134,166,987	3.11%
		4,314,269,037		
2015-16	4,314,269,037	4,314,269,037	107,885,422	2.56%
		4,206,383,615		
2014-15	4,206,383,615	4,206,383,615	(90,959,187)	-2.12%
		4,297,342,802		
2013-14	4,297,342,802	4,297,342,802	202,339,108	4.94%
		4,095,003,694		
2012-13	4,095,003,694	4,095,003,694	80,226,456	2.00%
		4,014,777,238		
2011-12	Revaluation 1/1/2011	4,014,777,238		
			Average growth %	2.25%
			Doesn't include revaluation increase	

Last year prior to revaluation	Assessed Valuation	Tax rate	Estimated tax levy
2018-19	4,681,990,110	0.8250	38,626,418
First year of revaluation		Tax rate to produce equivalent levy	
2019-20	4,793,000,000	0.8059	38,626,418
		Revenue neutral tax rate, to be included in budget ordinance, adjusted for growth	
Increase tax rate for average growth rate			
2019-20	4,793,000,000	0.8241	39,497,139
		Increase in Tax Levy	870,720
		Average Percentage Increase	2.25%
Present use value changes	FY 18-19	FY 19-20	% increase
Gross value	713,113,236	871,864,503	22.26%
Value deferred	507,952,719	628,471,059	23.73%
Taxable value	205,160,517	243,393,444	18.64%



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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO. 2 (a)

Meeting Date: May 6, 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 Request for Financial Support for the City of Clinton's All-America City Bid

**DEPARTMENT:** Governing Body

**PUBLIC HEARING:** No

**CONTACT PERSON(S):** Patty Cherry, Clinton All-America City Fundraising Committee Chairperson

**PURPOSE:** To hear a presentation regarding the Clinton All-America City Committee's bid and the fundraising subcommittee's fundraising efforts

**ATTACHMENTS:** None

**BACKGROUND:**

The City of Clinton is one of 20 finalists for the 2019 All-America City Award, a prestigious award by bestowed annually upon 10 communities by the National Civic League. Patty Cherry, Chairperson of the All-American City Committee's Fundraising Committee, will be present to discuss their fundraising efforts, and it is anticipated that she will request a donation from the Board. The County has made contributions to the City's efforts to achieve this designation in past attempts.

Also, the City has requested the County's assistance with getting their committee delegates to RDU on June 20<sup>th</sup> and back to Clinton on June 24 via our Transportation Department. If we were to provide this service to them, the value of the shuttle/driver would be about \$446 (based upon our standard rate of \$1.24/mile).

**RECOMMENDED ACTION OR MOTION:**

Hear presentation and consider any contribution request

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO. 2 (b)

Meeting Date: May 6, 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 Request for Financial Support for Development of Sampson County Portion of Mountains-to-Sea Trail

**DEPARTMENT:** Governing Body

**PUBLIC HEARING:** No

**CONTACT PERSON(S):** Bill Scott, Friends of the Mountains-to-Sea Trail

**PURPOSE:** To consider a proposal for funding development of the Sampson County portion of the MST

**ATTACHMENTS:** Proposal, Report Excerpts

**BACKGROUND:**

The Friends of the Mountains-to-Sea Trail (MST) is seeking a three-year grant of \$10,000 per year to help develop strategic, off-road segments of the 64-mile portion of the trail in Sampson County. They note that the MST has tremendous potential as a hiking destination because of its natural, historic and cultural hot spots. In early 2018, the Friends of the MST published a strategic plan for the route of the MST in southeastern North Carolina from Johnston to Onslow counties. With input from local government staff and citizens, they identified eight locations where new trail development could greatly enhance the trail and attract new people to use it, including the Pondberry Bay (Roseboro area) in Sampson County. Excerpts of that report are included in your agenda. The group has engaged a landscape architect and is seeking funding from various sources, public and private, to support the design work. To date, they have raised \$125,000 from companies such as Duke Energy, REI and Patagonia as well as from various individuals. They are seeking \$30,000 - payable at \$10,000 per year - from Sampson County.

Bill Scott, a representative of the Friends of the MST, will make a presentation on the funding request.

**RECOMMENDED ACTION OR MOTION:**

Hear the proposal and consider funding request

**From:** Scott, Bill <bill.scott@firstcitizens.com>  
**Sent:** Wednesday, April 24, 2019 1:43 PM  
**To:** Ed Causey <ecausey@sampsonnc.com>; Susan Holder <susanh@sampsonnc.com>  
**Cc:** Kate Dixon (kdixon@mountainstoseatrail.org) <kdixon@mountainstoseatrail.org>  
**Subject:** May 6 Commissioner's Meeting

Ed and Susan,

On behalf of the Friends of the Mountains-to-Sea Trail, I'm asking the County for a three-year grant of \$10,000 per year for the MST. This great trail winds its way across 64 miles through Sampson County. This money will be used to help develop strategic, off-road segments in Sampson County. These new segments will be a draw for visitors looking for outdoor adventure and also add to the quality of life for the citizens of this fine county.

The Sampson County portion of the MST has tremendous potential as a hiking destination because of its natural, historic and cultural hot spots. In early 2018 Friends of MST published a strategic plan for the route of the MST in southeastern North Carolina from Johnston to Onslow counties. With input from local government staff and citizens, we identified eight locations where new trail development could greatly enhance the trail and attract new people to use it. One of those eight is in Sampson County, specifically the Ponderberry Bay and Historic Roseboro. I've attached excerpts from that report showing them.

Now our focus has turned to working with local government partners and landowners to design new trail that meets the needs of all involved and enhances the experience of the visitors. To lead our efforts we have hired a talented landscape architect named Ben Jones. He has critical skills in GIS-based land analysis and map making, master planning, park and facility design, construction documentation, research and public engagement.

To support our work and develop these eight trail segments, including the Ponderberry Bay in Sampson County, we are seeking to raise a total of \$350,000 over three years (2019-2021). To date we have raised \$125,000 toward the fundraising from companies such as Duke Energy, REI and Patagonia as well as from various individuals. We hope Sampson County will be able to contribute \$30,000 – payable at \$10,000 per year – to help support this work.

I'm happy to appear at the May 6<sup>th</sup> Commissioner's meeting to discuss this proposal and answer any questions. Please reply to confirm again the time and place.

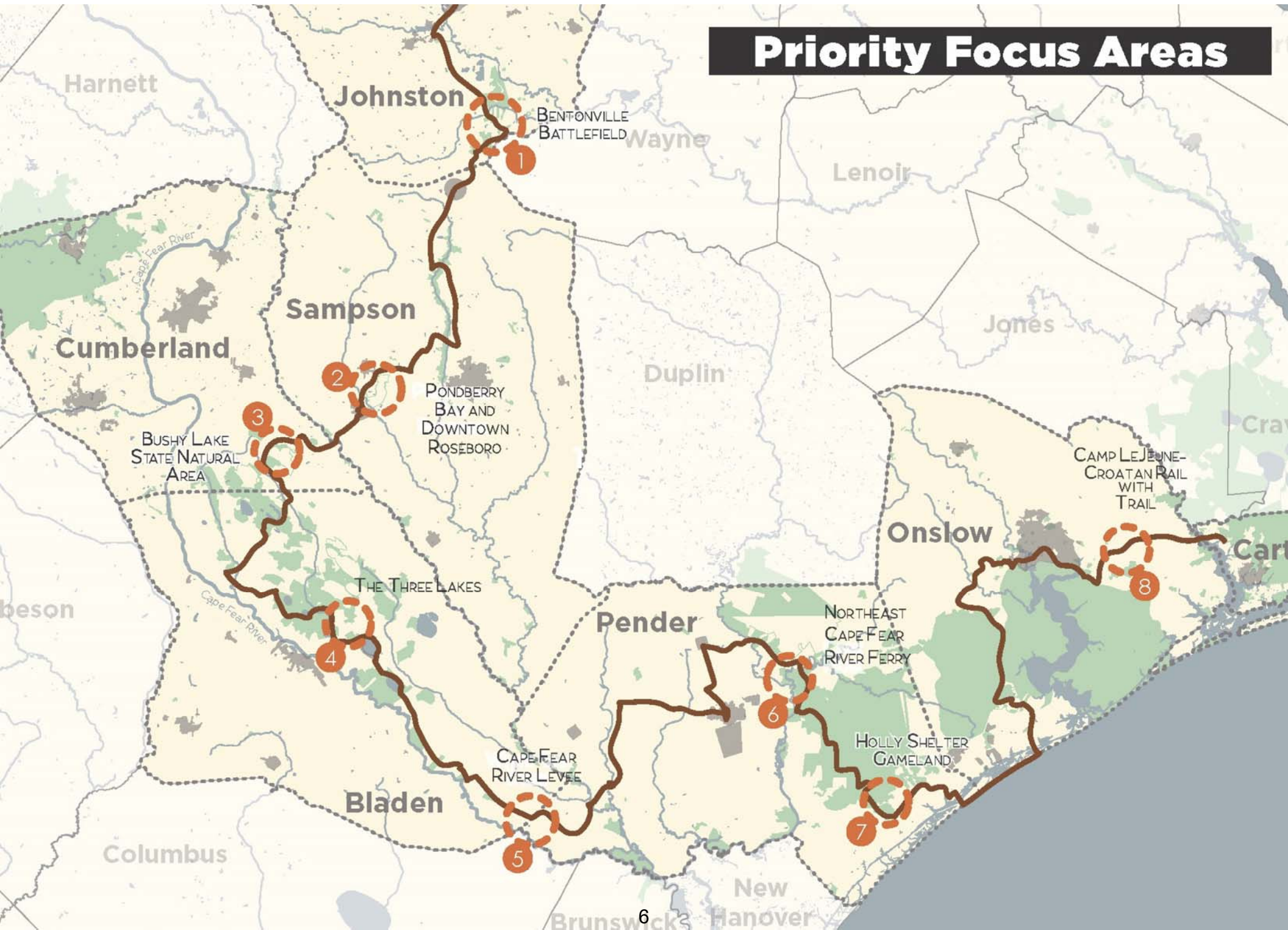
Thanks for your partnership and support!  
Bill

**Bill Scott** | Senior Vice President  
Sampson Co. Market Executive | First Citizens Bank  
FCB Mail Code: 241 | 200 Fayetteville St. | Clinton, NC 28328

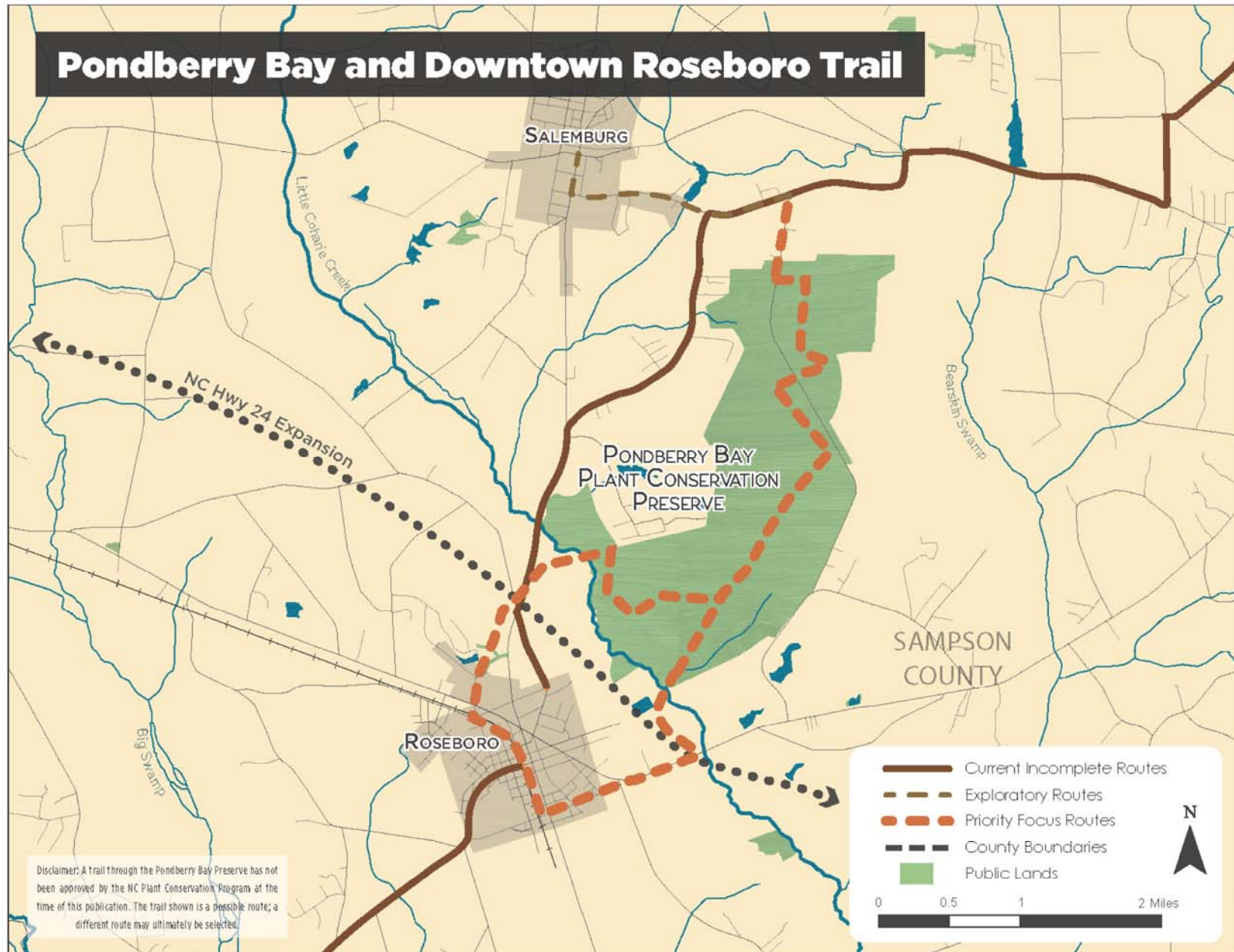
910.590.5353 phone  
910.990.3474 mobile



# Priority Focus Areas







MAP 9: PRIORITY FOCUS AREA 2

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO. 2 (c)

Meeting Date: May 6, 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 Bid for Identification and Analysis of Sites/Opportunities for Future Economic Development

**DEPARTMENT:** Administration/Economic Development

**PUBLIC HEARING:** No

**CONTACT PERSON(S):** Ed Causey, County Manager

**PURPOSE:** To consider award of the bid for work related to the identification and analysis of site/opportunities for future economic development

**ATTACHMENTS:** None

**BACKGROUND:**

In March, the County distributed a Request for Proposal for the identification of potential sites for industrial development/industrial parks. The RFP sought specific proposals (not off-the-shelf information) to help the County pinpoint locations (general and specific) that could be developed individually or collectively to foster its long-term economic goals. Bidders were asked to also define specific areas of the county that should be targeted for development consideration and identify factors that needed to be considered such as available workforce, training opportunities, unemployment rates, and the quality of life in the general living area. Information was also sought as to the types of companies most likely to relocate to Sampson County.

Proposals were sought by April 26<sup>th</sup>, and if analysis of those received is completed in time to offer a recommendation to the Board, the County Manager will provide such. If a thorough review of the proposals cannot be completed in time for the meeting, then we will request this item be tabled until such review can be completed.

**RECOMMENDED ACTION OR MOTION:**

Consider bid recommendation if review has been completed

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO. 2 (d)

Meeting Date: May 6, 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 Facility Naming Policy in Response to Request for Naming of Courthouse Extension Building

**DEPARTMENT:** Administration/Legal

**PUBLIC HEARING:** No

**CONTACT PERSON(S):** Edwin W. Causey, County Manager  
Joel Starling, County Attorney

**PURPOSE:** To receive a draft of a facility naming policy as a precursor to consideration of a request for naming the Courthouse Extension

**ATTACHMENTS:** Draft Facility Naming Policy; Request for Naming of the Courthouse Extension Building

**BACKGROUND:**

The Board has previously received a request from the Sampson County Bar Association that the Courthouse Extension facility, located at 201 East Main Street, be named in honor of the late Honorable W. Douglas Parsons.

As there is no current policy with regard to consideration of such requests, staff has drafted the enclosed policy which seeks to establish consistent guidelines for naming buildings and other property, including public areas, owned by Sampson County. A draft policy is provided for your preliminary review.

**RECOMMENDED ACTION OR MOTION:**

Receive and consider draft policy

## **SAMPSON COUNTY FACILITY NAMING POLICY**

### **Purpose**

To establish consistent guidelines for naming buildings and other property, including public areas, owned by Sampson County. This policy does not apply to the naming of public streets, roads, alleys, rights-of-way and other thoroughfares. This policy shall not be construed as a mechanism for selling the naming rights to County property.

### **Guidelines**

- I. The authority to name or rename Sampson County facilities is vested with the Board of County Commissioners.
- II. Facilities to be named or renamed must be owned by Sampson County, or must be leased by Sampson County and the naming or renaming of the facility must be permissible under terms of the lease agreement.
- III. In rare circumstances and for just cause, a County facility previously named in honor of or in memorial to a person may be renamed. Facilities owned or leased by Sampson County shall only be renamed if at least one of the following conditions is met:
  - (a) A minimum of twenty (20) years has passed since the adoption of the existing name;
  - (b) The facility has been relocated;
  - (c) The facility's function has changed.
- IV. Facilities owned or leased by Sampson County shall only be named for a living person if at least one of the following conditions is met:
  - (a) The living person made a significant financial contribution to the development or acquisition of a facility, when such contribution is made with the intent and prior written agreement, approved by the Board of County Commissioners, that the facility would be named for the contributor;
  - (b) The living person made exceptional contributions to the enhancement of the quality of life in the County (such contributions may have been rendered in money, land, time or in overall public service and/or promotion of public service) and is widely recognized and highly regarded for their work in the community;
  - (c) Leased property that has been named by the lessor for a living person.
- V. Facilities owned or leased by Sampson County shall only be named for a deceased person if the following condition is met:



- (a) The person made exceptional contributions to the to the enhancement of the quality of life in the County (such contributions may have been rendered in money, land, time or in overall public service and/or promotion of public service) and is widely recognized and highly regarded for their work in the community;

VI. Facilities owned or leased by Sampson County shall only be named for an elected official if:

- (a) A minimum of five (5) years has passed since the individual last served in elected office, excluding elected officials who are deceased.

VII. Facilities owned or leased by Sampson County may be given names based upon geographical, historical, ecological, functional or other such factors as the Board of County Commissioners considers appropriate.

VIII. A County facility under construction or renovation may be given a “working title” and shall only become the official name if approved by the Board of County Commissioners. Requests to name facilities or public areas under construction must be submitted no less than 180 days in advance of the public area’s and/or facility’s proposed dedication.

IX. Selection of names should be managed in such a way that prevents duplication and/or confusion.

X. Applications for naming and/or renaming of Sampson County facilities or public areas may be submitted by an individual, independent groups, staff and/or members of the Sampson County Board of Commissioners. Applications must be submitted using the application form found in Appendix A. After the application is submitted to Sampson County, staff will review the application and perform any due diligence it deems necessary (including a background check if the request is to name County property for a living individual) for the purposes of delivering a staff recommendation to the Board of County Commissioners. This action will be performed in an efficient but thorough manner, so a public hearing may be scheduled in a reasonable period of time. Once the application has passed the screening process, the Board of County Commissioners will receive the application, and a Public Hearing Notice will be placed in the local newspaper 10 days in advance of a public hearing wherein individuals and/or groups will have an opportunity to express their support or opposition of the naming/renaming request. Following the hearing, the Board will consider the application for approval.

XI. The BOCC may desire to place a plaque at an appropriate location within a public area or facility, whereby the name(s) of individual(s) may be placed in recognition of their contributions. This action may occur when the BOCC finds that it is inappropriate to name a public area or facility in its entirety for the individual(s).

- XII. Exceptions to this policy may be made by majority vote of the Board of County Commissioners.
- XIII. To the extent that any provision of this Policy appears to conflict with the Policy on the Placement of Monuments, Memorials and Artwork adopted on May 7, 2012, the provisions of this Policy shall prevail.

**APPENDIX A**

**SAMPSON COUNTY FACILITIES NAMING AND RENAMING POLICY  
APPLICATION**

**I. General Policy Statement**

The Board of County Commissioners (BOCC) shall be responsible for approving all names of facilities in Sampson County Government consistent with the Sampson County Facilities Naming Policy.

**II. Applicant's Information**

Name of Individual/Group Making Application: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: Home: \_\_\_\_\_ Business: \_\_\_\_\_

Mobile: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Site

of Naming/Renaming to be Considered: \_\_\_\_\_

**III. Recommendation and Supporting Information**

Recommended Name: \_\_\_\_\_ The

recommended name is a reference to (check one of the following):

a living person

a deceased person

other reference (please explain): \_\_\_\_\_

*(If none of the above, please skip all remaining questions and provide a one-page rationale to support recommended name)*

**IV. Background Check**

If the request is to name a facility after a person, living or deceased, please provide the following information about that person. This information will be used only to conduct a background check on the person for whom the naming is being requested and will be held confidential.

Current Address (if living): \_\_\_\_\_ Date

of Birth: \_\_\_\_\_ Social

Security Number: \_\_\_\_\_

V. Name of civic/community activities, position of leadership and dates of involvement:

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VI. Organizations and positions held:

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VII. Awards and honors:

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VIII. Additional comments:

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The Law Office  
of  
**TIFFANY N. NAYLOR**

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March 19, 2019

W. Joel Starling, Esq.  
County Attorney  
406 County Complex Road  
Clinton, NC 28328

Dear Mr. Starling:

You will please find enclosed an original copy of a Resolution adopted by the Sampson County Bar Association on February 19, 2018. This Resolution represents a request by the members of the Sampson County Bar Association to name the Sampson County Courthouse Extension building after the late Honorable W. Douglas Parsons. The Sampson County Bar Association adopted this Resolution at a meeting of its members on February 13, 2018 by unanimous vote of all members present. Further, a formal request was presented to the Sampson County Board of Commissioners at the regularly scheduled meeting on March 5, 2018. It is the request of the Sampson County Bar Association that the Sampson County Board of Commissioners adopt a Resolution naming the Sampson County Courthouse Extension, located at 201 East Main Street, Clinton, North Carolina, the **W. Douglas Parsons Judicial Building**.

Thank you for your time and consideration in reviewing this matter. Please do not hesitate to contact me should you have any questions or concerns.

Respectfully Submitted,

  
Tiffany N. Naylor  
President, Sampson County Bar Association

RESOLUTION

IT IS HEREBY RESOLVED as follows:

WHEREAS, the Honorable W. Douglas (Doug) Parsons was a citizen and resident of Sampson County, North Carolina residing in Clinton his entire lifetime, passing from this earth suddenly and unexpectedly on September 24, 2017.

WHEREAS, the Honorable W. Douglas Parsons was a practicing attorney for thirty-seven years and Senior Resident Superior Court Judge for five years. He graduated from UNC Chapel Hill and earned his law degree from Wake Forest University. He was an Assistant District Attorney, a United States Attorney, and A Fellow in the American College of Trial Lawyers.

WHEREAS, the Honorable W. Douglas Parsons served in a variety of civic, professional and religious organizations. He was a former member of the North Carolina Courts Commission, Education Training and Standards Commission, and present member of the North Carolina Judicial Standards Commission. He was awarded Best Lawyers in America, Legal Elite, Top 100 Criminal Lawyers, and lectured for the North Carolina Academy of Trial Lawyers. Doug was a former member of the Board of Trustees of Sampson Community College, a former Commissioner on the North Carolina Wildlife Commission, and a lifelong member of First United Methodist Church serving the church in a variety of capacities including Chairman of the Board of Trustees. Doug never met a stranger. He loved his family, his friends and the people of Sampson County.

WHEREAS, the members of the Sampson County Bar, by unanimous approval at a duly called meeting of its' members, respectfully request the Sampson County Board of Commissioners, in honor of and in recognition of a lifetime of dedicated service by Judge Parsons to his clients and the public, name the Sampson County Courthouse Extension Building (Old First Citizens) as follows:

W. Douglas Parsons Judicial Building

Respectfully submitted this 19<sup>th</sup> day of February, 2018

Sampson County Bar Association

By: 

Tiffany N. Naylor, President





**SAMPSON COUNTY  
EMERGENCY  
MANAGEMENT  
SERVICES**

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

107 UNDERWOOD ST., CLINTON, NORTH CAROLINA 28328

**MEMORANDUM:**

**TO:** Ms. Susan Holder, Assistant County Manager

**FROM:** *RB*  
Ronald Bass, Emergency Management

**DATE:** March 25, 2019

**SUBJECT:** Rescind Private Road Names

The Road Naming Committee members have reviewed requests from citizens to rescind the following private roads. These private roads no longer meet the criteria set forth in the Road Naming Ordinance. The Committee's recommendation is to rescind the private roads listed below:

PVT 1418 124	Sandra Ln
PVT 1624 1375	Family Ln

This is being forwarded for your review and if you concur please place this on the Board's agenda for consideration at a public hearing.

Please review and advise.



# **NOTICE OF PUBLIC HEARING NAMING OF PRIVATE ROADS**

The Sampson County Board of Commissioners will hold a public hearing at 6:00 p.m. (or as soon as possible thereafter) on Monday, May 6, 2019, in the County Auditorium, Sampson County Complex, Building A to consider public input on the rescinding of the following private road names:

## **PVT ROAD CODE**

PVT 1418 124

PVT 1624 1375

## **PROPOSED NAME**

Sandra Lane

Family Lane

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

55 Paul Vann Court  
Dunn, North Carolina 28334

March 11, 2019

Dear Road Naming Committee:

Family Lane was originally established to provide access to three family residences located on two pieces of property, which were owned by the same couple. When the owners of the property died, the beneficiaries of the property (Linda Turnage and Rebecca Vann) divided the land and had a lawyer to prepare deeds for each of our individual parcels. I received the front and a portion of the back, which were recombined into one plot and the other beneficiary received the back portion of the property on which she resided at the time and continues to reside. Since there is an existing easement to the back parcel from another driveway, the owner of the back parcel no longer uses Family Lane. It is my understanding that the other driveway leading to her home has been named and she has been provided with another address so Family Lane is no longer necessary.

Since no one lives on the roadside piece of property, we are having some issues with trespassing, theft, and vandalism. We are concerned about the liability and believe it is in the best interest if the property is secured by closing the existing gates. Since there is another legal entrance to the back property, the owner no longer needs access through Family Lane.

If you need additional information, I can be reached by phone at (910)892-4539, by email at [4godsuse@embarqmail.com](mailto:4godsuse@embarqmail.com) or at the above address.

Sincerely,

Rebecca Vann

-----Original Message-----

From: Amy Raynor

Sent: Tuesday, March 12, 2019 12:01 PM

To: Ashley Holland <[aholland@sampsonnc.com](mailto:aholland@sampsonnc.com)>; David Clack <[davec@sampsonnc.com](mailto:davec@sampsonnc.com)>; Melinda McClenny <[911center@sampsonnc.com](mailto:911center@sampsonnc.com)>; Ronald Bass <[ronaldbass@sampsonnc.com](mailto:ronaldbass@sampsonnc.com)>; Susan Holder <[susanh@sampsonnc.com](mailto:susanh@sampsonnc.com)>

Subject: FW: Request to rescind road name

Good Morning!

Please see the below request to rescind the road name, Sandra Ln in Autryville. This lane was located off Leroy Autry Rd. I have visited the site and there are no longer any mobile homes on property. Also, please review the attachment for a request to rescind the road name, Family Ln in Dunn. This lane has been blocked via a fence and gate.

Susan, once I receive input from the committee members, I will forward a memo to you to place on agenda for next BOC meeting.

Thanks so much!

Amy Raynor

-----Original Message-----

From: Jonathon Pope [<mailto:popejsw@gmail.com>]

Sent: Sunday, February 17, 2019 2:33 PM

To: Amy Raynor <[911addressing@sampsonnc.com](mailto:911addressing@sampsonnc.com)>

Subject: Request to rescind road name

Dear Sampson County Road Naming Committee,

I am formally requesting that Sandra Lane in Autryville, NC be rescinded. A former owner of the parcel of land had 4 mobile homes on the lot and an access road was put in place and named Sandra Lane. As the current owners of the land, Jonathon Pope and Stacy Pope, we can confirm those mobile homes have been removed and from now forward, there will only be one single family home on the lot. The previous road, Sandra Lane, will now be the driveway to the one single family home on the lot. Therefore, a road/road name is no longer needed and should be removed.

Thank you for your consideration of this request. Please let us know if you have any questions or require additional information.

Kind regards,

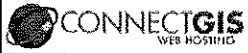
Jonathon and Stacy Pope

Sent from my iPhone

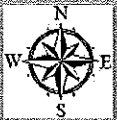


- Parcels (Yellow)
- Centerlines
- Sampson County
- NC Counties
- Primary Roads
- US
- NC
- Municipal Limits

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.



- Centerlines
- Sampson County
- NC Counties
- Primary Roads
- US
- NC
- Municipal Limits



1:145 Feet

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.

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO.    2 (f)

Meeting Date: May 6, 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:                      Appointments

DEPARTMENT:              Governing Body

PUBLIC HEARING:            No

CONTACT PERSON:         Vice Chairperson Sue Lee

PURPOSE:                    To consider appointments to various boards and commissions

Southeastern Economic Development Commission Board

The term of William (Bill) Turlington, the County's private sector representative on the SEDC Board, expires May 4, 2019. SEDC has requested his reappointment (if eligible).

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO.     3

Meeting Date:    May 6, 2019

Information Only  
 Report/Presentation  
 Action Item  
 Consent Agenda

Public Comment  
 Closed Session  
 Planning/Zoning  
 Water District Issue

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**SUBJECT:**                      Consent Agenda

**DEPARTMENT:**              Administration/Multiple Departments

**ITEM DESCRIPTIONS/ATTACHMENTS:**

- a. Approve the minutes of the April 1, 2019 meeting
- b. Adopt a resolution proclaiming May 13, 2019 as a day of celebration of EFNEP's 50 years of programming
- c. Adopt revised Rules of Procedure for the Sampson County Planning Board as recommended
- d. Adopt a resolution declaring certain vehicles as surplus and authorizing disposal at public auction to be held May 31, 2019, excluding the 2004 Ford Expedition (VIN 1FMPU14W84LB43270) to be given to Suttontown EMS
- e. Authorize execution of the food service agreement between the County (Sampson County Sheriff's Office) and Trinity Services Group, Inc., effective June 5, 2019
- f. Authorize execution of the Letter of Agreement for Airport Safety/Maintenance Project between the Sponsor (the County) and the NC Department of Transportation
- g. Authorize execution of the agreement between Sampson County (Emergency Medical Services) and Sampson Community College for clinical training/continuing education
- h. Approve a request to destroy certain Human Resources records (inactive application files prior to July 1, 2017) pursuant to the County's Records Retention and Disposition policies and applicable state law
- i. Approve a late-filed land use application for Warren Farming as submitted
- j. Approve tax refunds and releases as submitted
- k. Approve budget amendments as submitted

**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, April 1, 2019 in the County Auditorium, 435 Rowan Road in Clinton, North Carolina. Members present: Vice Chairperson Sue Lee, and Commissioners Thaddeus Godwin, Jerol Kivett, and Harry Parker. Absent: Chairman Clark Wooten.

Vice Chairperson Lee called the meeting to order and called upon Deputy Clerk Richard Carr for the invocation. Roseboro Elementary students Thomas Jones and Derrick Ingram then led the Pledge of Allegiance.

### **Approval of Agenda**

Upon a motion made by Commissioner Kivett and seconded by Commissioner Godwin, the Board voted unanimously to approve the agenda as presented.

### **Item 1: Action Items**

Consideration of Consultant Recommendations Regarding Regional Council of Government (Mid Carolina COG) County Manager Ed Causey reported that the retirement of the Mid Carolina COG's long-serving Executive Director had afforded the COG Board of Directors and its local government members an opportunity to evaluate the structure, programs and services of the organization. He noted that after several discussions between the managers of Sampson, Cumberland and Harnett counties and the Board of Directors of the COG, the firm of McGill Associates was engaged to examine the current operation of the Mid-Carolina Council of Governments and how it could be more effective for its members, and/or to determine if alternative COG memberships - each county singularly or all counties collectively - would be prudent. As part of their evaluation process, McGill met with the COG, its Board, county and municipal elected officials and staffs. The completed consultant report was presented and accepted by the COG Board on March 20, contingent upon the approval of the boards of the three member counties. Mr. Causey noted that it was recommended that membership in the MCCOG be retained with efforts to reinvigorate the program to ensure that the services desired by its members were provided, as opposed to dissolving the current COG. Mr. Causey noted that any reinvigoration of services would likely require more county funding. Upon a motion made by Commissioner Kivett and seconded by Commissioner Parker, the Board voted unanimously to approve the consultation's report and recommendations.



**Item 2: Consent Agenda**

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

- a. Approved the minutes of the March 4, 2019 meeting
- b. Adopted a resolution proclaiming April as Public Health Month (Copy filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_.)
- c. Adopted a resolution requesting the NC General Assembly to adopt a local act establishing a fox trapping season in Sampson County (Copy filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_.)
- d. Approved Revision #2 of the Home and Community Care Block Grant budget (Copy filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_.)
- e. Approved a late-filed land use application for Melva/Willard Ward as submitted
- f. Approved tax refunds and releases as submitted:

#8904	BJ Williamson	\$151.27
#8901	Prestage Farms, Inc.	\$244.33
#8903	Patty Honeycutt	\$141.49
#8916	James Grimes	\$180.12
#8895	Jerry and Edith Carter	\$181.94
#8924	Elliott Bass	\$105.54
#8928	Estate of Robert Blackman	\$123.04
#8932	Denise Warren	\$132.49
Tax Release	Johnny Hardison	\$616.04
Tax Release	Justin Jackson	\$746.73

- g. Approved budget amendments as submitted:

<b><u>EXPENDITURE</u></b>		Public Works Water	
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	
61971000	544000	Contracted Services	Increase \$13,060.00

<b><u>REVENUE</u></b>			
<u>Code Number</u>		<u>Source of Revenue</u>	
61937100	408900	Miscellaneous Revenue	Increase \$13,060.00

<b><u>EXPENDITURE</u></b>		Community College Capital Outlay	
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	
11659220	558000	Building Improvements	Increase \$704,000.00
11659220	550000	Unallocated Capital Outlay	\$204,000.00
21142600	582096	Transfer 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 Appropriation	\$250,000.00	
21034260	409900	Fund Balance Appropriation	\$250,000.00	
11033981	409619	Trans From Capital Reserve	\$250,000.00	
<b><u>EXPENDITURE</u></b>				
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11243800	526200	Dept. Supplies	\$3,262.00	
<b><u>REVENUE</u></b>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11034380	408401	Donations	\$3,262.00	
<b><u>EXPENDITURE</u></b>				
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11761100	534100	Printing	\$1,000.00	
<b><u>REVENUE</u></b>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
110361100	408900	Miscellaneous Revenues	\$1,000.00	
<b><u>EXPENDITURE</u></b>				
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
13553100	531300	Transportation of Patients	\$16,000.00	
<b><u>REVENUE</u></b>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
13535450	403304	Title XIX Medicaid Transportation	\$16,000.00	
<b><u>EXPENDITURE</u></b>				
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
61971000	554000	Capital Outlay Vehicles	\$15,458.00	
<b><u>REVENUE</u></b>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
61937100	408900	Misc. Revenue	\$15,458.00	
<b><u>EXPENDITURE</u></b>				
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
28349610	526200	Departmental Supplies	\$2,000.00	
<b><u>REVENUE</u></b>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
28334961	409909	Fund Bal Appropriated State	\$2,000.00	

<b><u>EXPENDITURE</u></b>		Aging		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
02558800	522100	Nutrition – Food and Provision		\$24,026.00
02558800	596000	Nutrition – Transportation	\$24,596.00	
02558680	526200	GSC – Departmental Supplies	\$12,023.00	
02558790	526200	Info & Referral – Dept Supplies	\$2,000.00	
02558710	522100	ADHC – Food Provision Contracting		\$8,000.00
02558710	589000	ADHC – Transfer to SAT (Trans)		\$748.00
02558660	544000	PC II – Contracted Services		\$2,700.00

**REVENUE**

<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
02035880	402300	Nutrition – Fed/State School Lunch		\$4,548.00
02035880	403601	Nutrition – Mid-Carolina		\$19,478.00
02035880	403665	Nutrition – Transportation Reimb	\$24,596.00	
02035868	403601	Senior Center – Mid-Carolina	\$12,023.00	
02035879	403601	Info & Referral – Mid-Carolina	\$2,000.00	
02035871	403601	ADHC – Mid-Carolina		\$8,748.00
02035866	403601	PC II – Mid-Carolina		\$2,700.00

<b><u>EXPENDITURE</u></b>		Aging		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
02558660	526200	PC II – Departmental Supplies	\$2,917.00	
02558660	531100	PC II – Travel	\$2,000.00	
02558660	544000	PC II – Contracted Services	\$24,700.00	

**REVENUE**

<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
02035866	404202	PC II – Medicaid Reimbursement	\$29,617.00	

- Approved Clinton City Schools Budget Amendments No. 2 (Local); Approved Clinton City Schools Amendment No. 2 (State).

**Item 3 Board Information – Board of Health Items**

Health Advisory Board Minutes, January 28, 2019 The Board accepted the January 28, 2019, Health Advisory Board minutes.

**Item 4 Water Districts Items – Convene Simultaneously as Board of Directors of Water and Sewer Districts I & II**

Vice Chairperson Lee recessed to reconvene at the conclusion of Item 4 and the Board simultaneously convened as the Directors of Water and Sewer Districts I & II.

Consideration of Bulk Purchase Agreement with Johnston County Public Works Director Lin Reynolds provided details regarding the bulk water purchase agreement between the County and Johnston County, including the development of the necessary infrastructure and the source of the water from the new well at NC 403. He noted that Sampson County will charge \$2.50 per one thousand gallons of water used per month, which is the same rate charged to all bulk rate customers. He also noted that the services were anticipated to begin in the summer of 2020. County Attorney Joel Starling noted that the contract, drafted jointly by Sampson County and Johnston County staff, after negotiations, includes an infrastructure cost cap of \$2,900,000, which, if exceeded, would cause the parties to attempt to renegotiate the terms of the agreement. Mr. Starling also noted that the contract had a 30-year term, and the price of the water could be renegotiated every two years, after five years from the execution date. Vice Chairperson Lee asked for clarification on funding, and Mr. Reynolds explained that a grant was applied for which resulted in the State Water Infrastructure Board granting a forgiveness of 50%, and that the State would provide 50% of the funding and Johnston County would provide the other 50%.

Upon a motion made by Commissioner Kivett and seconded by Commissioner Godwin, the Board voted unanimously to approve the bulk water purchase agreement (Copy filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_).

Report on Approval of State Water Infrastructure Authority Funding Public Works Director Lin Reynolds provided a report on the applications submitted to the State Water Infrastructure Authority, noting that the State Water Infrastructure Authority awarded grant forgiveness of 50% for each submitted application, totaling a grant forgiveness amount of \$1,583,160, with an interest rate of 2.16 percent. Upon a motion made by Commissioner Godwin and seconded by Commissioner Kivett, the Board voted unanimously to receive the report on approval of State Water Infrastructure Authority Funding.

Vice Chairperson Lee adjourned as the Directors of Water and Sewer Districts I & II and reconvened as the Board of Commissioners.

### **County Manager's Report**

County Manager Ed Causey informed the Board that budget reviews are currently underway and noted that the County has received requests for more funding than the County will have to allocate. He then reminded the Board of the Equalization and Review hearings scheduled for May 6, 2019; May 14, 2019; May 16, 2019; May 21, 2019; May 23, 2019; and May 30, 2019, each session to convene from 1-6 p.m.

Vice Chairperson Lee acknowledged the professionalism and efforts of Sheriff's officers, Emergency Management first responders, and Garland Fire Department personnel while handling a recent case involving the search and recovery of the body of a Holden Beach resident.

**Public Comments**

No one requested to speak.

**Adjourn**

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

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Sue Lee, Vice Chairperson

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Susan J. Holder, Clerk to the Board



**RESOLUTION CELEBRATING 50 YEARS OF THE  
EXPANDED FOOD AND NUTRITION EDUCATION PROGRAM**

**WHEREAS**, the Expanded Food and Nutrition Education Program (EFNEP) is celebrating 50 years of successful programming; and

**WHEREAS**, in NORTH CAROLINA, EFNEP is a grassroots initiative of North Carolina Cooperative Extension for limited-resource families and youth with cooperating county, state, and federal partners; and

**WHEREAS**, EFNEP is the true Extension program for limited resource families and youth, continually providing lifelong family learning through Extension education; and

**WHEREAS**, EFNEP teaches parents, caregivers, and youth the essentials of nutrition, food safety, food resource management, food preparation, and physical activity; and

**WHEREAS**, EFNEP helps limited-resource families and youth acquire the knowledge, skills, attitudes, and behavior changes necessary for economic and nutritious diets that contribute to personal development; and

**WHEREAS**, EFNEP serves the local community by going beyond the scope of work responsibilities to ensure success and improve quality of life for families and children; and

**WHEREAS**, May 13, 2019 has been declared a day of celebration to recognize EFNEP graduates, volunteers, and Extension professionals in Sampson County who together have worked tirelessly for 50 years to enhance the quality of life.

**NOW, THEREFORE**, to acknowledge the significance of EFNEP, the Sampson County Board of Commissioners does hereby proclaim May 13, 2019 as a day for all citizens of Sampson County to celebrate EFNEP's success in teaching, helping, and serving limited-resource families throughout the county.

Adopted this 6<sup>th</sup> day of May, 2019.

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Clark H. Wooten, Chairman

ATTEST:

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Susan J. Holder, Clerk to the Board

NORTH CAROLINA'S  
**SAMPSON COUNTY**  
OFFICE *of the* COUNTY ATTORNEY

**MEMORANDUM**

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**TO:** Susan J. Holder  
**FROM:** Joel Starling  
**DATE:** April 22, 2019  
**RE:** Planning Board Rules of Procedure

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Subsection 607 of the Ordinance that created the Sampson County Planning Board provides that the Planning Board has the authority to adopt bylaws and rules of procedure, provided that they are approved by the Board of Commissioners. The Planning Board voted unanimously at its April 15, 2019 regular meeting to recommend approval of the enclosed Rules of Procedure by the Board of Commissioners. The Board of Commissioners may vote to adopt the Rules of Procedure as recommended, make modifications to the proposed Rules, send the proposed Rules back to Planning Board with instructions, or take some other action. I will be available to answer any questions that the Commissioners may have.

Materials:

1. Planning Board Rules of Procedure

**SAMPSON COUNTY PLANNING BOARD  
RULES OF PROCEDURE**

I. Purpose

These Rules of Procedure are intended to establish procedures ensuring that the Sampson County Planning Board performs its responsibilities in an efficient, effective, and fair manner.

II. Governing Statutes and Ordinances

The Sampson County Planning Board shall be governed by the North Carolina General Statutes as well as the Ordinance Establishing the Sampson County Planning Board, the Zoning Ordinance of Sampson County, North Carolina, the Subdivision Regulations of Sampson County, North Carolina, and these Rules of Procedure, as each may be amended from time to time. Although referred to throughout these Rules of Procedure as a “planning board,” the Planning Board serves the dual roles of a planning board and a board of adjustment pursuant to Chapter 153A, Article 18 of the North Carolina General Statutes.

III. Membership

The Planning Board shall consist of seven (7) members appointed by the Sampson County Board of Commissioners. Each member shall be a resident of Sampson County. The Zoning Administrator or his or her designee as well as the County Manager shall be *ex officio*, non-voting members of the Planning Board. Members shall serve terms of three (3) years. A member may only be appointed for two consecutive three (3) year terms, after which he or she shall be ineligible for reappointment for one year. For purposes of reappointment, a partial term of more than eighteen (18) months shall be regarded the same as a full term, whereas a partial term of less than eighteen (18) months shall not be considered a term for purposes of the two consecutive terms limit set forth above. A member’s term of office shall continue until such time as his or her successor is appointed and takes the oath of office.

Each Planning Board member is responsible for faithfully attending all regular Planning Board meetings. Any Planning Board member who expects to be absent at an upcoming meeting shall so notify the Chair or Secretary as soon as possible.

IV. Removal

A member of the Planning Board may be removed from office upon a majority vote of the Sampson County Board of Commissioners for any of the following causes:

- A. Absence from any four (4) meetings during a calendar year, unless such absences have been excused by a majority of the members of the Planning Board only upon a showing of good cause with the reason constituting good cause being entered in the minutes of the Planning Board for each of the meetings from which such



member was absent.

- B. Knowing participation in the consideration of any matter brought before the Planning Board under circumstances that would violate the constitutional right of any person to an impartial decision maker.
- C. Conviction of any crime that is classified as a Class 1 or Class 2 misdemeanor, with the exception of violations of offenses codified in Chapter 20 of the General Statutes of North Carolina which do not constitute crimes of moral turpitude, or a felony under the laws of North Carolina or the equivalent thereof if such conviction is under the laws of another state or the United States.
- D. Engaging in any personal conduct that is detrimental to the reputation and integrity of the Planning Board.
- E. Any other cause for which there is a legal basis for removal from office under the statutory or common law of North Carolina or the United States.

V. Officers

A. Chair

The Planning Board shall elect one of its members as Chair at the first meeting of the Planning Board during even-numbered years, to serve a two-year term, and until the Planning Board elects a successor. The Chair shall be eligible to serve successive terms without limitation, subject, however, to the general limitation that a Planning Board member may only serve for two successive three (3) year terms. The Chair has the following powers and duties:

1. Preside at all meetings of the Planning Board;
2. Appoint any committees found necessary to investigate any matters before the Planning Board;
3. Decide all points of order and procedure, subject to these Rules of Procedure, unless directed otherwise by a majority of the Planning Board in session at the time;
4. Administer oaths and affirmations to witnesses testifying before the Planning Board;
5. Call a brief recess at any time;
6. Call special meetings in accord with these Rules of Procedure;
7. Sign documents on behalf of the Planning Board or authorize the Secretary to do so;

8. Present the Planning Board's officially-adopted recommendations concerning Planning Board business to the Sampson County Board of Commissioners;

B. Vice Chair

The Planning Board shall elect another of its members as Vice-Chair at the first meeting of the Planning Board during even-numbered years, to serve a two-year term, and until the Planning Board elects a successor. The Vice-Chair shall serve as acting chair if the Chair is absent or the office of Chair becomes vacant, in which case the Vice-Chair shall succeed to the office of Chair for the remainder of the unexpired term. During such times, the Vice-Chair shall have the same powers and duties as the Chair. The Vice-Chair shall be eligible to serve successive terms without limitation, subject, however, to the general limitation that a Planning Board member may only serve for two successive three (3) year terms.

In the event the Vice-Chair is required to fill such a vacancy in the Office the Chair, the members of the Board shall appoint a successor Vice-Chair by majority vote, and said successor Vice-Chair shall succeed to that office for the remainder of the unexpired two-year term set forth above.

C. Secretary

A person designated by the Sampson County Manager shall serve as Secretary to the Planning Board. The Secretary shall be eligible for reappointment for successive terms without limitation subject, however, to the general limitation that a Planning Board member may only serve for two successive three (3) year terms in the event that the Secretary is also an appointed member of the Planning Board. If the Secretary is chosen from outside the appointed membership of the Planning Board, he or she shall not be eligible to vote upon any matter. The Secretary, subject to the direction of the Planning Board, shall have the following powers and duties:

1. Keep all Planning Board records and act as custodian thereof;
2. Record minutes of all Planning Board meetings (including committee meetings);
3. Conduct all correspondence of the Planning Board;
4. Arrange for all public notices required to be given;
5. Generally supervise the clerical work of the Planning Board;
6. Notify Planning Board members and interested parties of pending meetings and their agenda;

VI. Meeting Schedule

A. Regular Meetings

The Planning Board shall hold a regular meeting on the third Monday of each month at 6:00 p.m. in the County Auditorium, located in Building A of the County Complex, 435 Rowan Road, Clinton, North Carolina, unless otherwise advertised, with the ability to call a second or special meeting at other times. The Planning Board may hold its regular meeting at some other convenient place in the county.

B. Special Meetings

On determining that delaying Planning Board consideration of a matter until the next regular meeting would be contrary to the public interest, the Chair may call a special meeting of the Planning Board at any time and place within Sampson County to consider that matter.

C. Cancellation and Rescheduling of Meetings

The Chair may cancel or reschedule a scheduled regular meeting on determining that there will be no business for the Planning Board to consider at the meeting, or that so many members have indicated their probable absence at the meeting that a quorum will not be present.

VII. Meeting Notice

A. Regular Meetings

The Secretary shall ensure that a current schedule specifying the time and place of the Planning Board's regular meetings for the calendar year is kept on file with the Clerk to the Sampson County Board of Commissioners in the Sampson County Manager's office. The Secretary shall send any revision to that schedule to the Clerk at least seven (7) calendar days before the first meeting to be held under the revised schedule.

When distributing agendas for an upcoming regular meeting to Planning Board members, the Secretary shall also mail or deliver the meeting's agenda to representatives of the news media and any other persons who have filed a written request for Planning Board meeting notices with the Secretary, and to the Clerk to the Sampson County Board of Commissioners.

B. Special Meetings

For any Planning Board meeting to be held at a time or place other than those shown on the filed schedule of the Planning Board's regular meetings, the Secretary shall

send a written notice of the time, place, and purpose of the meeting to the Clerk to the Sampson County Board of Commissioners at least three (3) calendar days before the meeting. At least forty-eight (48) hours before the time of the meeting, the Secretary shall mail or deliver the meeting's agenda (or other written notice of the meeting's time, location, and purpose) to all Planning Board members and to representatives of the news media and any other persons who have filed a written request for Planning Board meeting notices with the Secretary.

C. Meeting Cancellations

For cancellation of any regular meeting, the Secretary shall notify all Planning Board members of the cancellation, and send notice of the cancellation to the Clerk to the Sampson County Board of Commissioners, at least twenty-four (24) hours before the scheduled meeting time.

D. No Notice for Continuation of Recessed Meetings

If the Planning Board recesses a regular or special meeting for which proper notice was given, after the Chair has announced in open session the time and place at which the meeting will be continued, no further notice need be given for the continued meeting.

E. Written Requests for Meeting Notice

To receive notice of Planning Board meetings, representatives of the news media and other persons must have a valid written request for meeting notice on file with the Secretary. A notice request remains valid for the current calendar year, and must be renewed annually to remain valid. Persons other than representatives of the news media must pay an annual administrative fee of \$10.00 when filing or renewing a request for meeting notice with the Secretary.

VIII. Meeting Agenda

A. Preparation of the Agenda

At least seven (7) calendar days before the Planning Board's next scheduled regular meeting, the Planning Director shall prepare the meeting's agenda. A Committee Chair who wishes to make a committee report at an upcoming Board meeting, or any Planning Board member who wishes the Board to consider a particular matter at the upcoming meeting, should notify the Planning Director of that wish well before the meeting date. This will allow the Planning Director to consider the request when determining the meeting's agenda.

The Planning Director shall, subject to Planning Board approval and timing requirements imposed by statute and ordinance, set a schedule of application deadlines by which complete applications must be received from applicants in order

for an application to be included on the Planning Board's agenda for a given month. The Planning Director is also authorized, subject to Planning Board approval, to develop rules regarding the form and content of applications submitted for consideration by the Planning Director and the Planning Board. Failure on the part of an applicant to comply with any such rule shall constitute grounds for refusal to place the application on the Planning Board's agenda and/or denial of the non-conforming application.

B. Distribution of Agenda and Materials to Board Members

At least five (5) calendar days before the meeting, the Secretary shall send each Board member a meeting agenda and all materials related to items on the agenda (e.g., applications, plans, staff report, and written comments received).

C. Distribution of Agenda and Materials to Interested Parties

When distributing the agenda to Planning Board members, the Secretary shall send an agenda to those persons entitled to meeting notice and shall send an agenda and all materials related to any application scheduled to be considered at the meeting to the contact person designated on that application. The Secretary shall also distribute the agenda to any other interested party who has filed a written request for Planning Board meeting notices with the Secretary, and shall include materials related to an agenda item if the notice request so asks. The Secretary shall also ensure that a reasonable number of copies of the agenda are available at the meeting for meeting attendees.

IX. Quorum

A majority of the full membership of the Planning Board must be present at a meeting if the Planning Board is to transact any business other than to adjourn. The Chair may not call a meeting to order until such a quorum is present unless, after waiting a reasonable time past the meeting's scheduled starting time, the Chair determines that there is no hope of obtaining a quorum. In that case, the Chair shall call the meeting to order, note the lack of a quorum, and adjourn the meeting. Once a member is present for any purpose at a duly called meeting, that member shall be deemed present for quorum purposes for the remainder of the meeting and for any adjournment thereof.

X. Conduct of Meetings

A. Open Meetings

In accordance with North Carolina's open meetings law, all official meetings of the Planning Board shall be open to the general public. An official Planning Board meeting is any gathering together of, or simultaneous communication between, a majority of Planning Board members for the purpose of considering the public business of the Planning Board. Informal gatherings and communications such as

site visits and conference telephone calls may, therefore, constitute an official meeting. A purely social gathering or communication, however, does not constitute an official meeting. The Planning Board may exclude the public from its meetings only in certain limited cases identified in the open meetings law.

B. Control by Presiding Officer

The Chair shall preside over all Planning Board meetings and shall take whatever action is necessary to enforce compliance with these Rules of Procedure, provide a full opportunity for public comments, focus comments and discussion on issues directly related to the item being considered, ensure polite and orderly proceedings, and otherwise promote the efficient and effective disposition of matters before the Planning Board. Such actions may include providing for the selection of one or two spokespersons to represent groups of persons with common interests, interrupting unnecessary repetition of statements and opinions, interrupting personal attacks or digressions into immaterial issues, and ordering an end to disorderly conduct. If the Chair is absent, the Vice-Chair shall preside over the meeting. If both the Chair and Vice-Chair are absent, the Planning Board members present shall elect a temporary Chair from among them to preside over the meeting.

C. Order of Business

The Planning Board shall conduct business in accord with the distributed agenda. Otherwise, the Planning Board must adopt a motion to suspend the rules before it may take up an item of business out of its proper order, remove an item from the agenda, or add a new item to the agenda. Planning Board members are encouraged to make any such motions at the beginning of the meeting whenever feasible.

D. Procedure for Legislative Determinations

When the Planning Board is making a determination that is legislative in nature (e.g., rezoning requests and text amendments), it shall follow the following procedure:

1. Chair's Introduction

The Chair shall begin the Planning Board's consideration of each agenda item that is legislative in nature by announcing the title of the item, identifying the nature of the decision involved, and briefly explaining the steps in Planning Board consideration of the item. In doing so, the Chair shall note the opportunity for public comments and briefly note the circumstances under which the Planning Board will receive public comment.

2. Staff Report and Recommendation

Most items considered by the Planning Board will involve prior review by County staff. After announcing such an agenda item, the Chair shall then ask County staff to describe the nature of the matter being considered and to present the staff's findings and recommendation for Board action. Following the staff report, Planning Board members may ask staff members for more information about the item and request clarification or explanation of the reasons for the staff's findings and recommendation.

3. Presentation or Comments from the Applicant

The Chair shall then provide the applicant an opportunity to make a presentation and respond to staff and committee findings and recommendations. The applicant, however, is not required to make a presentation. The applicant shall have five (5) minutes within which to make his or her presentation (excluding the time period required to answer any questions posed to the applicant), unless a four-fifths (4/5) majority of the members of the Planning Board present vote to extend this time. Following the applicant's presentation (or the Chair's solicitation of applicant comments, where the applicant declines to make a presentation), Board members may ask the applicant for more information about the proposal or request the applicant's response to staff recommendations, and may ask the staff to clarify their recommendations in light of the applicant's comments.

4. Comments from Other Interested Persons

The Chair shall then solicit comments on the item from persons attending the meeting, asking them to first state their name and address. Any person attending the meeting shall have five (5) minutes within which to speak (excluding the time period required to answer any questions posed to the person), unless a four-fifths (4/5) majority of the members of the Planning Board present vote to extend this time. If the number of persons attending the meeting indicates that a large number of persons may wish to comment on an item, the Chair may first ask those wishing to comment to raise their hands. If a large number of persons wish to comment, the Chair may encourage those with common interests to select a spokesperson to represent them, and a majority of the members of the Planning Board present may vote to take whatever other action may be necessary to ensure a full opportunity for public comments to be heard in an efficient manner. The Chair shall determine the order in which persons may speak. Following each interested

person's presentation, Planning Board members may ask the person about the nature of his or her interest and to clarify his or her comments.

5. Questions from Non-Board Members

Persons other than Planning Board members who have questions related to previous presentations and comments, shall direct them to the Chair, who may then redirect them to the appropriate persons. A majority of the members of the Planning Board present may vote not to redirect questions that are immaterial, simply rhetorical, misleading, or unreasonably biased, or that have already been answered, or that constitute a personal attack.

6. Board Discussion

If the item involves a request for specific Planning Board action (as with items involving an application or a staff or committee recommendation), the Chair shall invite Planning Board members to formally discuss the item and recommended action, without the need for a prior motion. Otherwise, the Chair shall state that a motion is in order, and Planning Board members may discuss the item only in response to a motion for specific Planning Board action.

The Chair shall determine the order in which Planning Board members are recognized to comment on the pending item or motion and shall ordinarily give each member present an opportunity to comment before allowing one member to comment a second time. Only Planning Board members may participate in the Planning Board's discussion of an item. If, however, the discussion raises requests for more information or questions about the previously heard presentations and comments, the Chair may relay those requests and questions to the appropriate persons and invite their response in the context of the Planning Board discussion.

7. Board Action

The Planning Board shall act on a substantive item by voting on a proper motion for action.

8. Reasons for Decisions

The Planning Board's action on any matter before it should not only be rational, but should also be perceived as rational. Therefore, any final action by the Board on substantive matters shall be based on express conclusions that reflect a logical connection between the



information available to the Planning Board and the standards, policies, and considerations applicable to the particular type of decision being made. These conclusions may be expressed in the motion for action, either directly or indirectly (by reference to adoption of a resolution, or concurrence with a staff report, that includes appropriate conclusions). Or they may have been expressed during the Planning Board discussion that immediately preceded the Planning Board's final action. If, when restating a motion before taking a vote, the Chair is uncertain whether the reasons for the moved action are explicit to all persons attending the meeting, the Chair shall ask the member making the motion to clarify the reasons for the moved action.

E. Procedure for Quasi-Judicial Determinations

When the Planning Board is making a determination that is quasi-judicial in nature (e.g., special use permit applications), it shall follow the following procedure; provided, however, that failure to comply with this sequence in hearing a matter shall not invalidate any action taken by the Planning Board with respect to the matter:

1. Chair's Introduction

The Chair shall begin the Planning Board's consideration of each agenda item that is quasi-judicial in nature by opening the matter for hearing, announcing the title of the item, identifying the nature of the decision involved, and briefly explaining the steps in Planning Board consideration of the item. In doing so, the Chair shall note that anyone who wishes to offer evidence to be considered by the Planning Board must testify under oath and require all persons wishing to testify to be sworn or give their solemn affirmation prior to the presentation of evidence, explicitly stating that any person that is not sworn at that time shall not be permitted to later testify or offer evidence during the hearing; provided, however, that legal counsel who are representing an applicant or some other party and not offering evidence shall be permitted to address the Planning Board without making an oath or affirmation.

2. Evidence by Staff

County staff shall offer testimony, describing the nature of the matter being considered and presenting the staff's findings and recommendation for Planning Board action. Following the staff report, Planning Board members may ask staff members for more information about the item and request clarification or explanation of the reasons for the staff's findings and recommendation.

3. Evidence by the Applicant

The Chair shall then provide the applicant an opportunity to offer evidence in support of the application. The applicant and any witnesses testifying on behalf of the applicant shall have five (5) minutes each within which to present evidence (excluding the time period required to answer any questions posed to the applicant or witness), unless a four-fifths (4/5) majority of the members of the Planning Board present vote to extend this time. Planning Board members may ask the applicant or any witnesses testifying on behalf of the applicant for more information about the proposal or request the applicant's response to staff recommendations, and may ask the staff to clarify their recommendations in light of the applicant's comments. Persons other than Planning Board members who have questions related to the evidence presented by the applicant or any witness for the applicant shall direct them to the Chair, who may then redirect them to the applicant or witness. A majority of the members of the Planning Board present may vote not to redirect questions that are immaterial, objectionable from an evidentiary standpoint, simply rhetorical, misleading, or unreasonably biased, or that have already been answered, or that constitute a personal attack. The Chair may allow cross-examination of the applicant and any witness testifying on behalf of the applicant by a licensed North Carolina attorney at law. The attorney shall have five (5) minutes within which to cross-examine each witness, unless a four-fifths (4/5) majority of the members of the Planning Board present vote to extend this time.

When an applicant who has been sent proper notice of the hearing fails to attend, the Planning Board may decide the matter before it in the applicant's absence. Upon a showing of excusable neglect, the Planning Board may reconsider applications decided in the absence of the applicant. Deliberate or willful conduct cannot constitute excusable neglect, nor does inadvertent conduct that does not demonstrate diligence on behalf of the applicant or his or her legal representative. What constitutes excusable neglect depends upon what, under all the surrounding circumstances, may be reasonably expected of an applicant and his or her legal representative in paying proper attention to his or her case and taking proper care to be prepared for any necessary hearing before the Planning Board.

4. Evidence by Other Proponents of the Application

The Chair shall then allow testimony by other persons in attendance in support of the application, provided that said persons presented themselves to be sworn at the conclusion of the Chair's introduction. Any person attending the meeting shall have five (5) minutes within which to speak (excluding the time period required to answer any questions posed to the person), unless a four-fifths (4/5) majority of the members of the Planning

Board present vote to extend this time. If a large number of persons wish to offer testimony, the Chair may encourage those with common interests to select a spokesperson to testify, and a majority of the members of the Planning Board present may vote take whatever other action may be necessary to ensure that the matter may be heard in an efficient manner, subject, however, to constitutional limitations such as procedural due process. The Chair shall determine the order in which persons may testify. Following each interested person's testimony, Planning Board members may ask the person questions. Persons other than Planning Board members who have questions related to the evidence presented by any such witness shall direct them to the Chair, who may then redirect them to the witness. A majority of the members of the Planning Board present may vote not to redirect questions that are immaterial, objectionable from an evidentiary standpoint, simply rhetorical, misleading, or unreasonably biased, or that have already been answered, or that constitute a personal attack. The Chair may allow cross-examination of any other proponent of the application by a licensed North Carolina attorney at law. The attorney shall have five (5) minutes within which to cross-examine each witness, unless a four-fifths (4/5) majority of the members of the Planning Board present vote to extend this time.

5. Evidence by Opponents of the Application

After all evidence has been presented in favor of the application, the Chair shall allow testimony by persons in attendance in opposition to the application, provided that said persons presented themselves to be sworn at the conclusion of the Chair's introduction. Any person attending the meeting shall have five (5) minutes within which to speak (excluding the time period required to answer any questions posed to the person), unless a four-fifths (4/5) majority of the members of the Planning Board vote to extend this time. If a large number of persons wish to offer testimony, the Chair may encourage those with common interests to select a spokesperson to testify, and a majority of the members of the Planning Board may vote to take whatever other action may be necessary to ensure that the matter may be heard in an efficient manner, subject, however, to constitutional limitations such as procedural due process. The Chair shall determine the order in which persons may testify. Following each interested person's testimony, Planning Board members may ask the person questions. Persons other than Planning Board members who have questions related to the evidence presented by any such witness shall direct them to the Chair, who may then redirect them to the witness. A majority of the members of the Planning Board present may vote not to redirect questions that are immaterial, objectionable from an evidentiary standpoint, simply rhetorical, misleading, or unreasonably biased, or that have already been answered, or that constitute a personal attack. The Chair may allow cross-examination of witness by a licensed North Carolina attorney at law or, in the case of an

applicant who is a natural person acting *pro se*, by the applicant. The attorney shall have five (5) minutes within which to cross-examine each witness, unless a four-fifths (4/5) majority of the members of the Planning Board present vote to extend this time.

6. Rebuttal Evidence by the Applicant

The Chair shall then provide the applicant an opportunity to offer rebuttal evidence. The applicant and any witnesses testifying on behalf of the applicant shall have three (3) minutes each within which to present rebuttal evidence (excluding the time period required to answer any questions posed to the applicant or witness), unless a four-fifths (4/5) majority of the members of the Planning Board present vote to extend this time. Planning Board members may ask the applicant or any witnesses testifying on behalf of the applicant for more information about their testimony, and may ask the staff to clarify their recommendations in light of the applicant's comments. Persons other than Planning Board members who have questions related to the evidence presented by the applicant or any witness for the applicant shall direct them to the Chair, who may then redirect them to the applicant or witness. A majority of the members of the Planning Board present may vote not to redirect questions that are immaterial, objectionable from an evidentiary standpoint, simply rhetorical, misleading, or unreasonably biased, or that have already been answered, or that constitute a personal attack. The Chair may allow cross-examination of the applicant and any witness testifying on behalf of the applicant by a licensed North Carolina attorney at law. The attorney shall have three (3) minutes within which to cross-examine each witness, unless a four-fifths (4/5) majority of the members of the Planning Board present vote to extend this time.

7. Board Discussion

At the conclusion of all of the evidence, the Chair shall close the hearing and invite Planning Board members to formally deliberate the item and recommended action, without the need for a prior motion. Members must confine their deliberation to matters that were properly introduced and received as evidence during the quasi-judicial hearing. Otherwise, the Chair shall state that a motion is in order, and Planning Board members may discuss the item only in response to a motion for specific Planning Board action.

The Chair shall determine the order in which Planning Board members are recognized to comment on the pending item or motion and shall ordinarily give each member present an opportunity to comment before allowing one member to comment a second time. Only appointed members of the Planning Board may participate in the Planning Board's discussion of an item. If, however, the discussion raises requests for more information or

questions about the previous testimony or evidence, the Chair may reopen the hearing for the limited purpose of obtaining clarification.

8. Board Action

The Planning Board shall act on a substantive item by voting on a proper motion for action.

9. Reasons for Decisions

The Planning Board shall determine contested facts and make its decision within a reasonable time. Every quasi-judicial decision shall be based upon competent, material, and substantial evidence in the record.

10. Decision Reduced to Writing

Each quasi-judicial decision shall be reduced to writing and reflect the Planning Board's determination of contested facts and their application to the applicable standards. The written decision shall be signed by the Chair or other duly authorized member of the Planning Board. A quasi-judicial decision is effective upon filing the written decision with the Secretary. The decision of the Planning Board shall be delivered by personal delivery, electronic mail, or by first-class mail to the applicant, property owner, and to any person who has submitted a written request for a copy, prior to the date the decision becomes effective. The Secretary shall certify that proper notice has been made.

F. Planning Board Action by Vote

A Planning Board action is adopted by vote only after:

1. A Planning Board member makes a proper motion for action;
2. Another Planning Board member seconds the motion;
3. The Chair restates the motion (including making any clarifications);
4. All Planning Board members have an opportunity to discuss the motion;
5. The Chair restates the motion again and asks for a vote;
6. The requisite proportion of Planning Board members present vote in favor of the motion; and
7. The Chair announces the result of the vote (including the vote count).

There are matters that require super majority approval by statute (*e.g.*, four-fifths (4/5) of the Planning Board must vote to approve a variance). However, unless otherwise provided by law or express provision of these Rules of Procedure, the concurring vote of a majority of Planning Board members present shall be sufficient to decide all other motions.

Unless excused from participation by a majority vote of the members of the Planning Board present due to a conflict of interest, each Planning Board member present has a duty to vote on a motion. The abstention of any member present shall be recorded as an affirmative vote. Votes are generally taken by voice ("ayes" and "nays"). The Chair may take a vote by a show of raised hands if the Board's discussion indicates that the vote may be close, or if, after the Chair announces a voice vote, a Board member or the Secretary questions the vote count or how members voted. The Board may not vote by secret ballot, and may vote by written ballot only if each member signs his or her ballot, the minutes record each member's vote, and the Secretary keeps the ballots available for public inspection until the minutes are approved.

#### G. Minutes

The Secretary shall prepare minutes of all Planning Board meetings, including committee meetings. The minutes shall state which members were present and absent. They shall at least briefly note the gist of staff and committee reports and recommendations, applicants' presentations, public comments, and the Planning Board's discussion on each item. They shall also state the content of each principal motion before the Planning Board, identify who made and seconded the motion, and record the vote on the motion, identifying the vote count and, unless the vote is unanimous, the names of those voting for or against the motion. If the motion called for or recommended adoption of an ordinance or resolution, or the acceptance of a report, the minutes shall also include a copy of the ordinance, resolution, or report.

The Chair or a majority of the Planning Board may direct the Secretary to record a Planning Board meeting by audio-visual means. Any such audio-visual recording, as well as any other recording of a Planning Board meeting (including recordings made informally by staff to assist in the preparation of the written minutes of the Planning Board) shall be preserved by the Secretary pursuant to North Carolina's Public Records Act and these Rules of Procedure along with the minutes of Board meetings as set out below.

The Secretary shall maintain the minutes of Board meetings on file in a safe and conveniently accessible place within the Planning Department, permit them to be inspected at reasonable times by any person, and furnish certified copies of them on payment of prescribed fees.

## XI. Conflicts of Interest

To preserve public confidence in the integrity of the Planning Board and the County's governmental process, each Planning Board member shall have the duty to avoid even the appearance of a conflict of interest. A Planning Board member, therefore, shall ask the Planning Board to be excused from participation in any matter before the Planning Board in which the member's impartiality might reasonably be questioned, including, but not limited to, instances where:

- A. The Planning Board member has a personal bias or prejudice concerning any interested party, or representative of a party, to a matter before the Planning Board; or
- B. The Planning Board member has a close personal or financial relationship with any party or party representative; or
- C. The Planning Board member, or a member of the member's household, has a personal or financial interest that may be substantially affected (directly or indirectly) by the Planning Board's action on the matter.

If any other person questions the impartiality of a Planning Board member before or during the Planning Board's consideration of a matter, the Chair shall treat this as a request that the member be excused from participation. Any request that a Planning Board member be excused from participation must disclose the basis for the request.

On concurring that an actual or apparent conflict of interest exists, a majority of the members of the Planning Board present shall excuse the member from participation in the matter. On finding that an actual or apparent conflict of interest does not exist, a majority of the members of the Planning Board present shall refuse the request and allow the member to fully participate in the matter. No actual or apparent conflict of interest shall be deemed to exist where the matter would similarly affect all citizens of Sampson County (as generally with consideration of county-wide policies and regulations), or where the Planning Board member's bias, prejudice, relationship, or interest is so insignificant or so remote that it is unlikely to affect the member's actions in any way.

If excused from participation in a matter, a Planning Board member may not sit with the Board during its consideration of the matter, and may not vote on, discuss, advocate, influence, or otherwise take part in the Planning Board's consideration of the matter, either in public or in private.

## XII. Outside Communications

To preserve public confidence in the fairness of Planning Board deliberations and decisions, the Planning Board should ensure that the public and interested parties have the opportunity to know, and respond to, all information the Planning Board considers in making its decisions. The Planning Board should also ensure that each Planning Board

member has the opportunity to know and consider the information available to other Planning Board members.

When the Planning Board considers issues that involve parties who are directly affected by the Board's decision, members shall avoid communicating with applicants or other interested parties about pending applications except at the Planning Board meetings at which the proposal is being considered. If a Planning Board member receives unsolicited communications about such a pending proposal outside of a Planning Board meeting, the member has the duty to reveal the communications during the Planning Board's consideration of the proposal. This ensures that the communicated information will become part of the record and that other Planning Board members and interested parties will have an opportunity to consider and refute the information.

When the Planning Board considers issues pertaining to the County as a whole or principally to the general public interest, it often finds access to a broad range of public input helpful in making a decision on the issue. In such cases, therefore, Planning Board members may communicate with interested persons outside of the meetings at which the issue is being considered. To ensure that each Planning Board member's decision is based on the full range of information and public opinion available to the Planning Board, members should avoid committing themselves to a position on the issue during any outside communications.

### XIII. Committees

The Chair has the authority to establish one or more committees for the purpose of investigating and reporting to the full Planning Board about any matters before the Board. All committees of the Planning Board shall be subject these Rules of Procedure in the same manner as those Rules apply to the full Planning Board, except those rules concerning the time and place of the Board's regular meetings. A committee may, by majority vote, adopt supplemental procedural rules to apply to the committee.

### XIV. Reference to Robert's Rules of Order

To resolve procedural questions not addressed by these Rules of Procedure, the Board shall refer to the latest edition of Robert's Rules of Order.

### XV. Amendments

These Rules of Procedure may, within the limits allowed by law, be amended at any time by an affirmative vote of a majority of the Board's membership.





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

*MEMORANDUM*

**TO:** Board of Commissioners

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

**DATE:** April 26, 2019

**SUBJECT:** Public Auction of Surplus Property & Vehicle for Suttontown

Attached is a list of vehicles that are no longer needed. We request that the Board adopt the attached resolution declaring these vehicles surplus and directing staff to dispose of them at public auction. At this time we will also auction off other furniture and equipment that has been removed from our departments.

We have receive a request from Suttontown EMS for a 2004 Ford Expedition that is in surplus, VIN 1FMPU14W84LB43270. We request that the Board allow this vehicle to be given to Suttontown EMS.

The resolution designates May 31, 2019 as the date of the surplus property auction. The location of the auction will be behind the Public Works building on Southeast Boulevard.

## **Sale of Sampson County Personal Property**

WHEREAS, the Sampson County Board of Commissioners recognizes that personal property of Sampson County periodically becomes surplus and/or obsolete; it is hereby

RESOLVED, pursuant to G.S. 160a-270(b) that the following articles of personal property be declared surplus and are hereby ordered sold at public auction to the highest bidder for cash or approved check at the area behind the Sampson County Public Works Offices on Commerce Street, Clinton, North Carolina on May 31, 2019, at 9:30 A.M.. All items shall be sold as is and where is. No warranty or guarantee, written or implied is offered.

RESOLVED FURTHER, all employees involved in conducting the sale, and the Board of County Commissioners are prohibited from purchasing any item or items herein listed to be sold.

RESOLVED FURTHER, that prior to said sale the property which is hereinafter listed shall be examined by all department heads and any items useful to such department will be removed from the list of items to be sold and shall be transferred to the inventory of the department expressing a need therefore.

RESOLVED FURTHER, that the Sampson County Finance Officer is hereby authorized to conduct the public auction of the articles hereinafter described and is directed to make such advertising as required by law prior to said sale.

RESOLVED FURTHER, to hereby consent to allow the public auction to be performed by a licensed auctioneer.

The items of personal property which are subject to this resolution are vehicles and miscellaneous items of furniture, equipment, and supplies listed on the attached pages.

### SURPLUS VEHICLES - 2019

	Department	Year	Make	Model	VIN
1	EMS	1995	Ford	Ambulance	1FDJS34F2SHBO4486
2	Animal Control	2001	Chevrolet	1/2 ton Truck	1GCEK19V21E184303
3	Transportation	2001	Dodge	Ram Van	2B6LB31Z81K546300
4	Transportation	2002	Dodge	Ram Van	2B7LB31Z12K114645
5	Transportation	2002	Dodge	Ram Van	2B7LB31Z32K114646
6	Sheriff	2002	Pontiac	Bonneville	1G2HZ541024226743
7	Recreation	2003	Ford	Explorer	1FMZU62K13UA11577
8	Recreation	2003	Chevrolet	Silverado	1GCEK19T73E363874
9	EMS	2004	Ford	Expedition	1FMPU14W84LB43270
10	Tax	2005	Ford	Taurus	1FAFP53U95A165988
11	DSS	2006	Dodge	Grand Caravan	1D4GP24R36B680247
12	Recreation	2006	Chevrolet	Silverado	1GCEK19B56Z244001
13	EMS	2006	Ford	Expedition	1FMPU13506LAO4939
14	EMS	2007	Ford	Expedition	1FMFU16507LA24181
15	Recreation	2007	Ford	Crown Victoria	2FAFP71W67X104642
16	Health	2007	Ford	Crown Victoria	2FAFP71W37X104646
17	Sheriff	2015	Dodge	Charger	2C3CDXATXFH902019
18	Recreation	2007	Ford	Crown Victoria	2FAFP71W47X104655
20	EMS	2009	Chevrolet	Ambulance	1GBJG316691180164
21	Sheriff	2009	Dodge	Charger	2B3KA43T19H610843
22	Sheriff	2009	Dodge	Charger	2B3KA43T99H610847
23	Transportation	2009	Ford	E350 Van	1FTDS34LO9DA40893
24	Transportation	2009	Ford	E350 Van	1FTDS34LX9DA40898
25	Transportation	2009	Ford	E350 Van	1FTDS34L69DA46018
26	DSS	2009	Dodge	Charger	2B3KA43T69H567519
27	Sheriff	2010	Dodge	Charger	2B3AA4CT9AH120697
28	Sheriff	2010	Dodge	Charger	2B3AA4CTOAH120703
29	Airport	2010	Dodge	Charger	2B3AA4CT1AH120709
30	Sheriff	2010	Dodge	Charger	2B3AA4CTXAH120711
31	DSS	2010	Dodge	Charger	2B3AA4CT2AH161818
32	Transportation	2010	Ford	Bus	1FDEE3FLXADA82397
33	Transportation	2010	Ford	Supreme Bus	1FDEE3FL1ADA82398
34	Transportation	2010	Ford	E350 Van	1FTDS3EL1ADA48102
36	Sheriff	2012	Dodge	Charger	2C3CDXAT2CH133818
37	DSS	2012	Dodge	Charger	2C3CDXAT4CH133819
38	Sheriff	2013	Dodge	Charger	2C3CDXAT8DH677032
39	Transportation	2013	Champion	Van	1FDEE3FL3DDA89020
40	Sheriff	2013	Dodge	Charger	2C3CDXAT9DH539953
41	Sheriff	2013	Dodge	Charger	2C3CDXAT0DH539954
42	Sheriff	2013	Dodge	Charger	2C3CDXAT2DH539955
43	Sheriff	2013	Dodge	Charger	2C3CDXAT4DH539956
44	Sheriff	2013	Dodge	Charger	2C3CDXAT8DH539958
45	Sheriff	2014	Dodge	Charger	2C3CDXAT6EH121304

**SURPLUS VEHICLES - 2019**

	<b>Department</b>	<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>VIN</b>
46	Sheriff	2014	Dodge	Charger	2C3CDXAT1EH145820
47	Sheriff	2014	Dodge	Charger	2C3CDXAT4EH145827
48	Sheriff	2014	Dodge	Charger	2C3CDXATXEH367806
49	Sheriff	2014	Dodge	Charger	2C3CDXAT1EH367449
50	Sheriff	2010	Dodge	Charger	2B3AA4CT7AH303192
51	Sheriff	2014	Dodge	Charger	2C3CDXAT2EH145826
52	Sheriff	2010	Dodge	Charger	2B3AA4CT0AH161817
53	Sheriff	2014	Dodge	Charger	2C3CDXATXEH145816
54	Sheriff	2014	Dodge	Charger	2C3CDXAT7EH145823
55	Sheriff	2010	Dodge	Charger	2B3AA4CTXAH03185
56	Sheriff	2012	Dodge	Charger	2C3CDXAT9CH133816
57	Public Works	2001	Chevrolet	Truck	1GCGC24UX1Z162052
58	Public Works	2003	Chevrolet	Truck	1GCGC24U73Z201084
59	Public Works	2004	Chevrolet	Tahoe	1GNEK13Z54R273413
60	Public Works	2006	Chevrolet	Silverado	1GCHC24U36E117618

## MISCELLANEOUS SURPLUS ITEMS - 2019

Quantity	Item Description
1	TCM Forklift
1	Floor Sweeper
1	Foam Cannon
1	Boaring Machine
3	Riding Mowers
1	Metal Storage Building
Several	Printers
Several	Keyboards
Several	Monitors
Several	CPUs
Several	Copier
2	Cabinets
1	Scales
1	Wheelchair
1	Plastic File Cabinet
1	Printer Table
Several	Telephones
Several	Calculators
1	Table Cart
4	Half Moon Table
1	Metal Truck Bins
46	Round Tables
1	Conference Table
11	Wood Desk
6	Metal Desk
11	Metal File Cabinet
20	Desk
1	Overhead Projector
3	Toilets
40	Side Chairs
2	Typewriters
2	Cassette Storage Cabinet
Several	CB Radios
1	Microwave
1	Refrigerator
5	Televisions

**SUTTONTOWN EMS INC.**

**PO Box 809**

**Newton Grove, NC 28366**

**PHONE: 910-594-0168**

**FAX: 910-594-0196**

**EMAIL: [emssuttontown@gmail.com](mailto:emssuttontown@gmail.com)**



JUNE 24, 2017

Ronald Bass:

I have provided the information you requested in our conversation yesterday in regards to the qrv. The vehicle we are requesting is currently being used by 7105, Thomas Jackson with the vin 1FMPU14W84LB43270. This vehicle will be a great asset to our department and aid us in providing care to our citizens. If you have any questions I can be reached at 910-990-2383.

**Bradley Jackson**

A handwritten signature in black ink that reads "Bradley Jackson". The signature is written in a cursive, flowing style.

EMS CHIEF

## **FOOD SERVICES AGREEMENT**

THIS AGREEMENT is made by and between the Sampson County Sheriff's Office ("Client"), and Trinity Services Group, Inc., a Florida corporation with principal offices located at 477 Commerce Boulevard, Oldsmar, FL 34677-3018 ("Trinity").

### **WITNESSETH:**

**WHEREAS**, Trinity submitted a proposal to Client to provide Inmate Food Services at the Sampson County Sheriff's Office Detention Center ("Proposal"); and

**WHEREAS**, Client desires to accept the Proposal and avail itself of Trinity's services; and

**WHEREAS**, Trinity desires to perform such services for Client;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound hereby, agree as follows:

### **SECTION 1. CLIENT'S GRANT TO TRINITY**

**1.1** Client grants to Trinity, as an independent contractor, the exclusive right to operate inmate food services at Sampson County Sheriff's Office Detention Center (such location hereinafter referred to as the "Premises"), and the exclusive right to serve to inmates and other persons at such Premises food products, non-alcoholic beverages, and other such articles ("Products") as shall be approved by the Client (such food service hereinafter referred to as "Services").

**1.2** Client further grants to Trinity the right to sell take-out meals to inmates at the Premises subject to the following conditions:

**a.** Trinity shall develop and submit to the Client a proposed Trinity Take Out ("TTO") menu, including proposed pricing. The TTO menu and pricing and any future changes to the TTO menu or pricing shall be subject to the prior approval of the Client. In the event the Client objects to any proposed TTO menu item or the proposed pricing, the Parties shall work together in good faith to resolve the issue, but the Client shall retain the right to make the final decision in the event the Parties fail to reach an agreement. Trinity shall have the exclusive right to distribute products on the approved menu.

**b.** The Client may suspend or revoke the privilege of any inmate to purchase TTO products and Trinity agrees to abide by the Client's instructions in that regard.

**c.** The TTO program shall supplement but not replace the standard inmate meal service and all food products served by Trinity in the TTO program shall meet the same quality and health standards required for food served to inmates in the general meal program.

**d.** Inmate TTO spending limits shall be in addition to the commissary spend limits and may be established and revised by the Client in its discretion.



e. The TTO program may be terminated by either party upon not less than thirty (30) days prior written notice from either party. The Client reserves the right to terminate the TTO program immediately at any time the Client reasonably believes that immediate termination is necessary in the best interest of security or the safe operation of its facility.

f. Trinity shall pay a commission, as mutually agreed upon by the parties, to the Client's Inmate Welfare Fund for all TTO Net Sales made by Trinity on the Premises. Net Sales are defined as total gross TTO receipts less all applicable sales tax.

g. If Trinity operates the Client's commissary program it will be responsible for charging inmate accounts for TTO purchases. If Trinity does not operate the Client's commissary program, the Client agrees to assist in processing charges to the inmate accounts for TTO purchases. The Parties will jointly develop the processes so as to minimize the requirement for Client involvement in the payment processes.

h. The Client shall provide any necessary secured storage areas for Trinity's TTO equipment.

## **SECTION 2. TRINITY'S RESPONSIBILITIES**

**2.1.** Pursuant to the terms, conditions and requirements of the Proposal and the provisions of this Agreement, Trinity will operate and manage its Services hereunder at the Premises and keep its Services adequately serviced and supplied with appropriate merchandise and food products of good quality at prices as agreed upon by the parties. Such Services shall meet or exceed the requirements set forth in the Proposal.

**2.2.** Trinity agrees: (i) to comply with PREA standards; (ii) to comply with all Federal, state, and local laws and regulations governing the preparation, handling, and serving of foods; (iii) to procure, post as required by law and keep in effect all necessary licenses, permits, and food handler's cards required by law; (iv) meet all guidelines as prescribed by the American Correctional Association regarding food service. Trinity agrees to pay all Federal, state, and local taxes which may be assessed against Trinity's equipment or merchandise while in the Premises, as well as all Federal, state, and local taxes assessed in connection with the operation of its Services at the Premises. All costs in connection with such taxes (excluding Client's real estate and personal property taxes) referred to herein, licenses, permits, and food handler's cards, shall be a cost of business and will be charged to the operation of the business and borne solely by Trinity. Except in circumstances in which the Client is exempt from sales tax, Trinity shall bill and Client shall pay for all applicable sales taxes.

**2.3.** Trinity shall hire one (1) full time Food Service Director and three (3) full time Food Service Supervisors who will be assigned to the Premises to oversee the Services. Upon being hired, such employees shall be subject to such health examinations as proper city, state, or Federal authorities may require in connection with their employment in addition to security background screening as permitted by law to include criminal background checks conducted by the Client. All persons employed by Trinity will be the employees of Trinity, and not of the Client, and will be covered by employee dishonesty coverage and workers' compensation insurance. The Client may refuse access to any Trinity employee. Trinity shall be solely responsible for all employment withholding, social security, and other taxes on the wages of its employees, and hereby indemnifies Client from any liability for such obligation. Trinity agrees to comply with



applicable Federal, state, and local laws and regulations pertaining to wages and hours of employment.

**2.4.** Trinity shall perform all necessary cleaning of the food service equipment, foodservice preparation areas, and floors in the storage and food service preparation areas. Trinity agrees to maintain conditions of sanitation and cleanliness in accordance with applicable laws.

**2.5.** All records shall be kept on file by Trinity for a period of three (3) years from the date the record is made and Trinity shall, upon reasonable notice, give the Client or its authorized representative the privilege during normal business hours of inspecting, examining, and auditing such of Trinity's business records which are solely and directly relevant to the financial arrangements set forth in Exhibit A. The cost of such inspection, examination, and audit will be at the sole expense of the Client and such inspection, examination, and audit shall be conducted at the Trinity locations where said records are normally maintained. Such information shall be deemed Confidential Information and shall be subject to the terms of Section 12 herein.

**2.6.** Trinity agrees that Trinity's employees and agents shall comply with, and observe, all applicable rules and regulations concerning conduct on the Premises that Client imposes upon Client's employees and agents.

**2.7.** Trinity agrees to be responsible for the repair and/or replacement of any equipment due to its employees' negligent acts or omissions but not due to the acts or omissions of inmates. This does not include the repair or maintenance for normal equipment wear and tear and other responsibilities of the Client as defined in Section 3.

**2.8.** In connection with Services provided hereunder, Trinity shall purchase inventory, equipment, and services from various sellers and vendors selected by Trinity at its sole discretion (each a "Vendor"). Purchases from Vendors shall be made under such terms Trinity deems in its sole discretion as acceptable ("Vendor Terms"). All Vendor Terms are the exclusive obligation and property of Trinity. Client does not have any liability under, or any right to, any Vendor Terms and no Vendor Terms will operate to reduce or otherwise affect the amount or performance of Client's Obligations.

### **SECTION 3. CLIENT'S RESPONSIBILITIES**

**3.1.** Client shall, without cost to Trinity, provide Trinity with the necessary space for the operation of its Services, and shall furnish, without cost to Trinity, sufficient inmate labor and all utilities and facilities reasonable and necessary for the efficient performance of Trinity's services hereunder, include, but not limited to, the following: heat, hot and cold water, steam, gas, lights and electric current, garbage removal services, exterminator services, sewage disposal services, and office space.

**3.2.** Client shall, at its own cost and expense, provide all food equipment, facilities, and floor space as mutually agreed is necessary for the efficient provision of Trinity's Services hereunder. The Client will maintain, repair, and replace said equipment and facilities at its own expense. Notwithstanding the foregoing, if equipment provided by Client becomes inoperative, hazardous, or inefficient to operate Trinity shall notify Client and have the right to effect repairs or replacements at the expense of the Client, if the Client fails to do so after a reasonable amount of time after notice of said equipment deficiency. Furthermore, during such time period when the equipment is inefficient, hazardous, or fails to operate Client shall, if applicable, pay the cost of all paper products used during such time period. Client shall permit Trinity to have

the use of all such equipment and facilities in the performance of its obligations hereunder, subject to the duty to exercise reasonable care in the use thereof. All equipment and items of equipment furnished by Client to Trinity are the sole property of the Client, and Trinity will not change, deface, or remove any symbol or mark of identity from said equipment furnished by the Client.

**3.3.** Client will be responsible, at no cost to Trinity, for all necessary cleaning of walls, windows, and electric light fixtures and all necessary scrubbing, mopping, and polishing of floors in any and all dayroom and dining areas. All such cleaning shall be accomplished by Client staff or inmate workers and supervised by Client staff and shall be performed on a schedule determined by agreement between the Client and Trinity.

**3.4.** Client will reimburse Trinity for all paper products used during lock down events.

**3.5.** Client shall not, during the term of this Agreement nor for one (1) year following its termination or expiration, solicit to hire, hire, or contract with any employee or former employee of Trinity or any of its subsidiaries. In the event that Client breaches the terms of this provision, Client shall pay Trinity an amount equal to the annual salary of such Employee. This provision shall not apply to any person who was employed by the Client prior to being employed by Trinity.

**3.6.** Client shall pay all real estate taxes with respect to the Premises, and Client shall pay all personal property taxes and similar taxes with respect to Client's equipment located in the Premises.

#### **SECTION 4. FINANCIAL ARRANGEMENTS**

The financial arrangements of this Agreement are set forth in Exhibit A, which is attached hereto incorporated herein and made a part hereof as if fully set forth in this Agreement.

#### **SECTION 5. INDEMNIFICATION AND INSURANCE**

**5.1.** Each Party to this Agreement shall be responsible for its own acts and omissions, and, to the extent allowed by law, shall indemnify and hold harmless the other and its officers, employees and agents thereof, from and against any and all claims, suits, proceedings, liabilities, losses, damages, costs and expenses whatsoever, including reasonable counsel fees and the reasonable costs associated with the retention of consultants or experts, arising out of or resulting from any bodily injury, death, sickness, property damage or other injury or loss caused by or arising from the non-compliance with any applicable law, or the alleged or actual breach of this Agreement or any negligent act or omission attributable to the indemnifying party, its managers, members, officers, employees, agents or subcontractors in the performance of their obligations under this Agreement (except to the extent caused by the negligent act or omission of the other party, its employees, or agents). The provisions of this Section shall survive the expiration or termination of this Agreement.

**5.2.** Notification of an event giving rise to an indemnification claim ("Notice") must (a) be received by the indemnifying party on or by the earlier of a date thirty (30) days subsequent to the date which such event was or should have been discovered or ninety (90) days subsequent to the effective termination date of this Agreement; and (b) include a brief factual summary of the damage and cause thereof. An indemnification claim is expressly subject to, and conditioned upon, compliance with the Notice provisions hereunder.

**5.3.** Trinity shall obtain and maintain insurance as required by the terms of the RFP. Certificates of Insurance for such coverages shall be provided by Trinity naming the Client as an additional insured as respects such coverage prior to the commencement of Services hereunder.

**5.4.** Client shall obtain and maintain insurance for the operation of the Premises, its equipment, offices, and utilities against risks covered by standard forms of fire, theft, and extended coverage in such amounts under such policies as appropriate.

## **SECTION 6. COMMENCEMENT AND TERMINATION**

**6.1.** Unless sooner terminated as provided herein, the term of this Agreement shall be for five (5) years beginning on June 5, 2019 and continuing for consecutive one (1) year terms from year to year thereafter.

**6.2.** Either party may terminate this Agreement, for any reason, by providing notice of said termination in writing ninety (90) days prior to the proposed termination date.

**6.3** If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of this Agreement for any reason other than Excused Performance reasons stated in Section 8 herein, the party claiming such failure shall give the other party a written notice of such breach. If, within sixty (60) days from such notice the failure has not been corrected, the injured party may cancel the Agreement effective thirty (30) days after the end of said sixty (60) day period.

**6.4.** Upon the termination or expiration of this Agreement, Trinity shall, as soon thereafter as is feasible, vacate all parts of the Premises occupied by Trinity, and where applicable, remove its property and equipment and return the Premises to Client, together with all the equipment furnished by the Client pursuant to this Agreement, in the same condition as when originally made available to Trinity, excepting reasonable wear and tear and fire and other casualty loss.

## **SECTION 7. INDEPENDENT CONTRACTOR RELATIONSHIP**

Trinity shall be an independent contractor and shall retain control over its employees and agents. The employees of Trinity are not, nor shall they be deemed to be, employees of Client and employees of Client are not, nor shall they be deemed to be, employees of Trinity.

## **SECTION 8. EXCUSED PERFORMANCE**

If the performance of any terms or provisions herein (other than the payment of monies) shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, Acts of God or Nature, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligations hereunder (other than the payment of monies) during the period such cause continues, and extend the term of this Agreement for the period of such suspension of the performance of duties hereunder.

Trinity shall not be subject to fines or other charges if the performance of any terms or provisions of the Agreement shall be delayed or prevented because of Trinity's compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, public disturbances, shortages, strikes, lockouts, differences with workmen, fires, floods, Acts of God or Nature, or any other reason whatsoever which is not within Trinity's control and which, by the exercise of reasonable diligence, Trinity is unable to prevent.

**SECTION 9. ASSIGNMENT**

Neither Trinity nor Client may assign or transfer this Agreement, or any part thereof, without the written consent of the other party, except the parties may, without prior approval and without being released from any of their responsibilities hereunder, assign this Agreement to an affiliated company or wholly owned subsidiary.

**SECTION 10. ENTIRE AGREEMENT AND WAIVER**

This Agreement constitutes the entire Agreement between the parties with respect to the provision of Trinity's Services, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by the duly authorized representatives of Trinity and Client. This Agreement supersedes all other agreements between the parties for the provision of Trinity's Services on the Premises.

**SECTION 11. NOTICES**

All notices to be given under this Agreement shall be in writing and shall be served either personally, by deposit with an overnight courier with charges prepaid or by deposit in the United States mail, first-class postage prepaid by registered or certified mail, addressed to the parties at the address stated below or at any other address as designated by one party upon notice to the other party. Any such notices shall be deemed to have been given (a) upon the first business day following personal service; or (b) one (1) business day after deposit with an overnight courier; or (c) three (3) business days after deposit in the United States mail.

If to Client: Sampson County Sheriff's Office  
Attn: Sheriff Jimmy Thornton  
112 Fontana Street  
Clinton, NC 28328

If to Trinity: Trinity Services Group, Inc.  
Attn: Chief Operating Officer  
477 Commerce Boulevard  
Oldsmar, FL 34677-3018

With copy to: Trinity Services Group, Inc.  
Attn: General Counsel  
1260 Andes Boulevard  
St. Louis, MO 63132

**SECTION 12. CONFIDENTIALITY**

In the course of providing Services hereunder, the parties may be exposed to trade secrets or other confidential or proprietary information and materials of the other party which includes, but is not limited to, Client security means and methods, recipes, food service surveys and studies, management guidelines, procedures, operating manuals, and software, all of which shall be identified as confidential ("Confidential Information"). The parties agree, to the extent permitted by law, to hold in confidence and not to disclose any Confidential Information during, and for two (2) years after, the term of this Agreement, except that the parties may use or disclose Confidential Information (a) to its employees and affiliates or others to the extent necessary to render any service hereunder, provided that the other party is first notified of the information that will be provided to any party outside of this Agreement and provided further that such information is disclosed only after such party is required to maintain it in confidence as required hereunder; (b) to the extent expressly authorized by either party; (c) to the extent that at the time of disclosure, such Confidential Information is in the public domain, or after disclosure, enters the public domain other than by breach of the terms of this Agreement; (d) is in the possession of either party at the time of disclosure and is not acquired directly or indirectly from the other party; (e) is subsequently received on a non-confidential basis from a third party having a right to provide such information; or (f) as required by order during the course of a judicial or regulatory proceeding or as required by a governmental authority. The parties agree not to photocopy or otherwise duplicate any Confidential Information without the express written consent of the other party. Each party's Confidential Information shall remain the exclusive property of the party and shall be returned by the party to the other party upon termination or expiration of this Agreement. In the event of any breach of this provision, the parties shall be entitled to equitable relief, in addition to all other remedies otherwise available to them at law. This provision shall survive the termination or expiration of this Agreement.

**SECTION 13. INTENTIONALLY OMITTED**

**SECTION 14. EXECUTION**

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the Parties. The Parties may execute this Agreement and any amendment hereto by an exchange of scanned and emailed executed copies. In the event of such an exchange, this Agreement and any applicable amendment shall become binding and any scanned and emailed signed copies shall constitute admissible evidence of the existence of this Agreement and applicable amendment.

**SECTION 15. DISPUTE RESOLUTION AND GOVERNING LAW**

This Agreement shall be governed by the laws of the State of North Carolina and any dispute, controversy, claim, or disagreement arising out of or relating to this Agreement or the breach, termination, validity, or enforceability of any provision of this Agreement (each a "Dispute") not remedied within thirty (30) days after the parties use their best efforts to resolve and settle such Dispute by consulting and negotiating with each other in good faith and attempting to reach a just and equitable solution satisfactory to both parties, may be submitted to a court of competent jurisdiction within the State of North Carolina.

**SECTION 16. EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The parties shall comply with all federal, state and local laws as required including, but not limited to, Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Act of 1974, as amended. The

parties hereby incorporate the requirements of 41 C.F.R. §60-1.4(a) (7), 60-250.5 and 60-741.5, if applicable.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals.

**Sampson County Sheriff's Office**

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

Printed Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

**Trinity Services Group, Inc.**

By: David M. Miller

Printed Name: David M. Miller

Title: Chief Operating Officer

Date: April 24, 2019

**EXHIBIT A  
FINANCIAL ARRANGEMENTS**

**I. PRICE PER MEAL**

Client shall pay Trinity the price per meal as detailed in the scale that is attached hereto as Schedule 1 and incorporated herein by this reference, which scale is based on the number of inmates. To the extent Trinity's receipts are less than Trinity's costs and expenses for providing such meals, Trinity shall bear all losses. To the extent Trinity's receipts exceed its costs and expenses, Trinity shall be entitled to all profits therefrom.

Meal prices shall be adjusted annually, effective on the anniversary date of the Contract, by an amount equal to the change in the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home. Annual price adjustments shall be based on the most current data available sixty (60) days prior to the contract anniversary date and shall be communicated to the Client not less than ten (10) days prior to the effective date of the new prices.

In the event of material cost changes in federal, state, or local taxes including, but not limited to, social security taxes, unemployment taxes or payroll based taxes or an increase in the minimum wage rate or the implementing regulations or the enactment or application of any "living wage", "prevailing wage" or similar laws by any governmental entity; and/or an increase in employee benefits whether as a result of a change in federal, state, or local laws or a federal, state, or local legislative or regulatory mandate or otherwise, it is agreed that the parties shall adjust the meal prices to reflect said increases. If other material conditions change due to causes beyond Trinity Services' control, including, but not limited to a change in the scope of services, menu changes requested by the facility, decreases in inmate population or the availability of inmate labor or changes in federal, state or local standards or regulations or other unforeseen conditions beyond Trinity Services' control, it is agreed that the parties shall adjust the meal prices to reflect the impact of the change in circumstances.

**II. PAYMENT TERMS**

Trinity shall invoice Client each week, in arrears, for the total amount due from Client as the result of the number of meals served in the preceding week. Client shall pay the invoice amount within thirty (30) days of date of the invoice from Trinity. All past due amounts due Trinity will be subject, at the option of Trinity, to a service charge equal to one and one half percent (1.5%) per month of the unpaid balance.

In the event that said amounts set forth in said statements are not paid according to the terms hereof, or in the event that Trinity, in its sole discretion, determines that Client's credit has become impaired, Trinity shall have the option to: (a) either decline to continue provision of Services hereunder, except on a cash in advance basis, until such time as credit has been re-established to Trinity's satisfaction; or (b) terminate this Agreement without liability whatsoever to Trinity, by giving sixty (60) days prior written notice to Client.

All costs of collection of past due amounts, including but not limited to reasonable attorney's fees, shall be chargeable to and paid by the Client.

**III. IMPROVEMENTS**

In consideration of the other agreements herein, Trinity shall pay Client an investment of fifty thousand dollars (\$50,000) to be used by Client for making improvements related to the provision of food services on the Premises ("Capital Investment"). This Capital Investment will be amortized over a five (5) year period. In the event the Agreement terminates prior to the five (5) year amortization period, the Client agrees to repay the unamortized balance of the Capital Investment according to the amortization scheduled attached hereto and incorporated herein as Exhibit B.

#### **IV. BASIS OF FINANCIAL TERMS**

The financial terms of this Agreement have been negotiated between the parties upon the condition that Trinity will operate its Services at the same points of service and remain in operation under the same operating standards as agreed at the time of execution of this Agreement. If Client desires Trinity to change the operation or scope of its Services, Client and Trinity shall mutually agree on the appropriate financial adjustments for the requested changes.



**SCHEDULE 1  
SCALE**

<u>Inmate Population</u>	<u>Price Per Meal*</u>
170 - 189	\$1.623
190 - 209	\$1.519
210 - 229	\$1.434
230 - 249	\$1.364
250 - 269	\$1.300
270 - 289	\$1.262
290 - 309	\$1.225

\*Pricing does not include any applicable sales tax. Client staff may purchase Staff Meals at the price per meal mutually agreed to by the parties.

**EXHIBIT B**  
**CAPITAL INVESTMENT AMORTIZATION SCHEDULE**

Year	Month	Initial Balance	Amortization	EOM Balance	Year	Month	Amortization	EOM Balance
		\$ 50,000.00						
2019	January					December		\$ (25,833.23)
	February				2022	January	\$ 833.33	\$ (26,666.56)
	March					February	\$ 833.33	\$ (27,499.89)
	April					March	\$ 833.33	\$ (28,333.22)
	May					April	\$ 833.33	\$ (29,166.55)
	June	\$ 833.33		\$ (833.33)		May	\$ 833.33	\$ (29,999.88)
	July	\$ 833.33		\$ (1,666.66)		June	\$ 833.33	\$ (30,833.21)
	August	\$ 833.33		\$ (2,499.99)		July	\$ 833.33	\$ (31,666.54)
	September	\$ 833.33		\$ (3,333.32)		August	\$ 833.33	\$ (32,499.87)
	October	\$ 833.33		\$ (4,166.65)		September	\$ 833.33	\$ (33,333.20)
	November	\$ 833.33		\$ (4,999.98)		October	\$ 833.33	\$ (34,166.53)
	December	\$ 833.33		\$ (5,833.31)		November	\$ 833.33	\$ (34,999.86)
2020	January	\$ 833.33		\$ (6,666.64)		December	\$ 833.33	\$ (35,833.19)
	February	\$ 833.33		\$ (7,499.97)	2023	January	\$ 833.33	\$ (36,666.52)
	March	\$ 833.33		\$ (8,333.30)		February	\$ 833.33	\$ (37,499.85)
	April	\$ 833.33		\$ (9,166.63)		March	\$ 833.33	\$ (38,333.18)
	May	\$ 833.33		\$ (9,999.96)		April	\$ 833.33	\$ (39,166.51)
	June	\$ 833.33		\$ (10,833.29)		May	\$ 833.33	\$ (39,999.84)
	July	\$ 833.33		\$ (11,666.62)		June	\$ 833.33	\$ (40,833.17)
	August	\$ 833.33		\$ (12,499.95)		July	\$ 833.33	\$ (41,666.50)
	September	\$ 833.33		\$ (13,333.28)		August	\$ 833.33	\$ (42,499.83)
	October	\$ 833.33		\$ (14,166.61)		September	\$ 833.33	\$ (43,333.16)
	November	\$ 833.33		\$ (14,999.94)		October	\$ 833.33	\$ (44,166.49)
	December	\$ 833.33		\$ (15,833.27)		November	\$ 833.33	\$ (44,999.82)
2021	January	\$ 833.33		\$ (16,666.60)		December	\$ 833.33	\$ (45,833.15)
	February	\$ 833.33		\$ (17,499.93)	2024	January	\$ 833.33	\$ (46,666.48)
	March	\$ 833.33		\$ (18,333.26)		February	\$ 833.33	\$ (47,499.81)
	April	\$ 833.33		\$ (19,166.59)		March	\$ 833.33	\$ (48,333.14)
	May	\$ 833.33		\$ (19,999.92)		April	\$ 833.33	\$ (49,166.47)
	June	\$ 833.33		\$ (20,833.25)		May	\$ 833.53	\$ (50,000.00)
	July	\$ 833.33		\$ (21,666.58)				
	August	\$ 833.33		\$ (22,499.91)				
	September	\$ 833.33		\$ (23,333.24)				
	October	\$ 833.33		\$ (24,166.57)				
	November	\$ 833.33		\$ (24,999.90)				
	December	\$ 833.33		\$ (25,833.23)				

**LETTER OF AGREEMENT FOR  
AIRPORT SAFETY/MAINTENANCE PROJECTS**

THIS AGREEMENT is made, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the  
(Airport Owner) \_\_\_\_\_  
as owner and operator (hereinafter referred to as “Sponsor”) of the  
(Official Airport Name) \_\_\_\_\_  
(hereinafter referred to as “Airport,”) and the North Carolina Department of Transportation (Division  
of Aviation), an agency of the State of North Carolina (hereinafter referred to as “Department”), for  
the purposes of future and as-yet unspecified safety or maintenance services to be performed by said  
Department in accordance with the terms, conditions and provisions hereof.

WITNESSETH

WHEREAS, the Sponsor is primarily responsible for maintaining the facilities of the Airport to  
protect and preserve the safety of flight operations at, from and to the Airport; and

WHEREAS, and the Department shares the interest of the Sponsor in the prompt and adequate  
maintenance and repair of the paved surfaces of the Airport which support aircraft movements on the  
Airport; and

WHEREAS, the Sponsor and the Department may, from time to time, mutually determine that  
certain paved surfaces and adjacent areas on the airport have aged and deteriorated and/or that other  
infrastructure is in need of maintenance or repair, and that the Sponsor could benefit from the  
assistance of the Department in accomplishing such maintenance and repair; and

WHEREAS, pursuant to Article 7 of North Carolina General Statute 63, the Department is  
authorized to undertake safety improvements of aircraft movement areas, on publicly owned and  
operated airports in North Carolina; and

WHEREAS, the Sponsor and the Department agree that upon the request by the sponsor and the  
acceptance by the Department, certain needed improvements at the Airport may be undertaken by the  
Department in conformance with the provision of North Carolina General Statute 63; and

WHEREAS, the Department requires a Commitment and Release of Liability statement to be on file  
in its offices, in order to be able provide and oversee such maintenance and repair at the Airport;

NOW THEREFORE, the Sponsor does hereby commit to the following measures:

1. This Letter of Agreement supersedes all prior agreements between the Department and Sponsor  
with respect to the subject matter of this Letter of Agreement.

2. Upon the Sponsor's approval, the Department, using NCDOT state forces and/or private contractor(s) under a Purchase Order Contract, may perform the requested maintenance and repair to the Airport. This work may include, but not be limited to; Joint and Crack Sealing, Pavement Repairs and Patching, Surface Treatments, Maintenance Overlays, Electrical, Grading, Drainage Improvements, Pavement Markings, or other infrastructure maintenance.
3. The Sponsor will receive notification from the Department of the Department's willingness to perform (or pay to have performed) any item or items of work approved by the Sponsor and a proposed schedule for performing the work and the force or contractor the Department proposes to perform the work.
4. If the schedule and the force or contractor proposed by the Department for performing the work is acceptable to the Sponsor, the Sponsor shall authorize the Department (or its contractors) to enter upon the property of the Airport during the scheduled time to perform the work.
5. If the schedule and the force or contractor proposed by the Department for performing the work is unacceptable to the Sponsor, the Sponsor shall inform the Department of the reasons for its objections and the Sponsor and the Department will engage in dialogue with the intent of determining if an alternative schedule or force or contractor is acceptable to both the Sponsor and the Department. If the Sponsor and the Department cannot reach agreement through the process described in paragraph 4 then the Department will withdraw its offer to perform the requested work.
6. The Sponsor hereby represents to the Department that the title to the pavement and adjacent areas of the Airport is vested in the Sponsor.
7. The Sponsor agrees to provide a duly authorized representative who will be present and/or available at all times the work is in progress (including nights and weekends, as applicable) to monitor project operations and assist the Department's representative.
8. The Sponsor agrees to provide a duly qualified operator who will monitor the airport's UNICOM radio transceiver at all times the work is in progress (including nights and weekends, as applicable) and will issue airport advisories as necessary on the UNICOM radio transceiver.
9. The Sponsor agrees, when needed, to formally close any runway, taxiway, or apron at all times when the work is in progress on that pavement area and to take appropriate steps to prohibit use of such areas by aircraft and/or ground vehicles while the work is being performed or the subject pavement areas are in an unsafe or uncured condition due to the conduct of the work.
10. The Sponsor agrees to issue and keep current the necessary Notices to Airmen (NOTAMS) through the Federal Aviation Administration (FAA) until all work is completed and the Department's representative notifies the Sponsor's representative that the affected areas may be returned to service.

11. The Sponsor agrees that the Department may, in its sole discretion, determine the design, scope of work, materials to be used, and methods of accomplishing the authorized work. The Department covenants that any and all such work as it performs or has performed at the Airport pursuant to this agreement will meet or exceed all relevant State of North Carolina and Federal Aviation Administration specifications for the type of pavement concerned and the type of maintenance or repair that is being performed.

12. To the maximum extent allowed by law, the Sponsor shall indemnify and hold harmless the Department and its officers and employees from all suits, actions, or claims of any character because of injury or damage received or sustained by any person, persons, or property resulting from work performed under this Commitment. This indemnity does not extend to causes of action arising from the negligence of the Department, its officers and employees or any of Department's contractors who performed the work.

13. Should Sponsor fail to comply with any material duty required of it under this Agreement the Department shall give written notice to the sponsor of the details of its non-compliance and provide a reasonable period in which the Sponsor can cure its non-compliance. Upon the expiration of said cure period without the Sponsor having come into compliance, the Sponsor agrees that, at its sole and unlimited discretion, the Department shall have the right to immediately stop all work being performed at the Airport and release the work area to the jurisdiction of the Sponsor.

14. The Sponsor understands that for the Department to perform maintenance or safety services, the Airport and Sponsor must be in good standing on all State and Federal Grant Requirements and Assurances before any project shall be performed under this Commitment.

15. Subject to the provisions of paragraph 13 above, this Commitment will expire on December 31, 2023. Subject to the provisions of paragraph 13 above, this Commitment may be terminated by either the Department or the Sponsor by providing written notification of termination. The effective date of termination pursuant to this paragraph shall be the date of receipt of the notice of written termination by the non-terminating party.

**NC Division of Aviation**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

Bobby Walston, P.E.  
Aviation Director

WITNESS WHEREOF, the Sponsor has executed this Commitment on the date first written on Page 1 of this document.

FOR THE LOCAL AIRPORT SPONSORING AGENCY

Signed: \_\_\_\_\_

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

Official Sponsor: \_\_\_\_\_

Attest: \_\_\_\_\_

SEAL OF THE SPONSOR

A digital copy of this LETTER OF AGREEMENT in adopted form should be emailed to the Statewide Program Manager and your Airport Project Manager. General telephone number is: (919) 814-0550.

Statewide Program Manager - Randy Finger, P.E. [afinger@ncdot.gov](mailto:afinger@ncdot.gov)

Airport Project Manager (NW) - Rachel Bingham, P.E. [rsbingham@ncdot.gov](mailto:rsbingham@ncdot.gov)

Airport Project Manager (NE) – Ron McCollum, P.E. [remccollum@ncdot.gov](mailto:remccollum@ncdot.gov)

Airport Project Manager (SW) – Jared Penny [jjpenny@ncdot.gov](mailto:jjpenny@ncdot.gov)

Airport Project Manager (SE) – Ashley Clowes, P.E. [aeclowes@ncdot.gov](mailto:aeclowes@ncdot.gov)

Airport Project Manager (Commercial Service) – Todd Meyer, P.E. [tmeyer@ncdot.gov](mailto:tmeyer@ncdot.gov)

**Resolution of the Sponsor**

A motion was made by (Name and title) \_\_\_\_\_  
and seconded by (Name and Title) \_\_\_\_\_  
for the adoption of the following resolution, upon being put to a vote it was duly adopted:

THAT WHEREAS (Airport Owner) \_\_\_\_\_  
(hereinafter referred to as "Sponsor") the North Carolina Department of Transportation (hereinafter referred to as "Department") requires a Commitment and Release of Liability statement to be on file, in order to provide and oversee maintenance and safety improvements on the operational surfaces of the (Official Airport Name) \_\_\_\_\_ ;  
in accordance with the provisions of North Carolina General Statute 63.

NOW THEREFORE, BE IT AND IS HEREBY RESOLVED, that the  
(Title of Airport Official) \_\_\_\_\_  
of the Sponsor be and is hereby authorized and empowered to enter into a Commitment and Release of Liability with the Department, thereby binding the Sponsor to fulfillment of its obligation as incurred under this resolution and its commitment to the Department.

\*\*\*\*\*

I, (Name and title of Public Notary) \_\_\_\_\_ ,  
of the (Name of Sponsoring Agency) \_\_\_\_\_ ,  
do hereby certify that the above is a true and correct copy of the minutes of  
(Name of Authorizing Board of the Sponsoring Agency) \_\_\_\_\_ ,  
held on (Date of Meeting) \_\_\_\_\_ .

WITNESS my hand and the official seal of the Sponsor.  
This the day of (month, day, year) \_\_\_\_\_ .  
Signed: \_\_\_\_\_

NOTARY SEAL



**SAMPSON COMMUNITY COLLEGE  
P.O. BOX 318  
Clinton, North Carolina 28329-0318**

**Agreement Between  
Sampson County Emergency Medical Services  
107 Underwood Street, Clinton, NC 28328  
And  
Sampson Community College  
Curriculum and Continuing Education EMS Programs**

This agreement made this 1<sup>st</sup> day of March 2019, by and between SAMPSON COMMUNITY COLLEGE, hereinafter referred to as the College; and SAMPSON COUNTY EMS, hereinafter referred to as the Agency.

WITNESSETH:

For and in consideration of the mutual agreements and promises made between the parties, the parties hereto do agree as follows:

I. Term

This agreement between the College and Agency will become effective the 1<sup>st</sup> day of March 2019, and will continue for a period of two years following the effective date. The contract will be reviewed 90 days prior to the date of expiration.

II. Organization and Financial Responsibilities

The Agency will be responsible for the organization, administration, operating, and financing of its services and it shall endeavor to maintain standards accepted for efficient Emergency Medical Services as recognized by the North Carolina Office of Emergency Medical Services.

III. Instructional Program

- A. Students registered in the EMS programs at the College may utilize for clinical training the various departments of the Agency as available and agreed upon by the Agency.
- B. The days and hours of clinical experiences are to be planned by the faculty of the College and coordinated with the Agency. The Sampson County EMS Training Officer or Agency designee will be notified 48 hours in advance as to the number of students expected to participate in planned observation and/or practice primary care clinical experience.
- C. It is understood that neither the College EMS students nor faculty are entitled to any compensation from the Agency in connection with the EMS clinical programs.
- D. The College does not expect compensation from the Agency for service but desires to donate these services on an unconditional basis.

#### IV. Specific Responsibilities of the Agency

- A. Students registered in the EMS programs of the College may utilize for clinical training the various departments of the Agency as available and agreed upon by the Agency. The days and hours of clinical experiences are to be planned by the faculty of the College. The Sampson County EMS Training Officer or Agency designee is to be consulted as to the days and hours planned for clinical training.
- B. To make records of those served available for use by the faculty and students.
- C. To supply adequate dressing rooms and security of personal property for the above mentioned students and instructors from the College.
- D. To have equipment and supplies suitable in quantity and quality properly maintained and available for use.
- E. To provide clinical practice and/or observational opportunities on the wards and in the various departments of the Agency as available.
- F. To allow the students and instructors, at their own expense, to use cafeteria facilities in the Agency, if applicable.
- G. To provide appropriate reference and textual materials at the base of assignment.
- H. To foster among EMS staff and employees, both technical and professional, a “teaching-attitude” of helpfulness to students and instructors.
- I. To retain the responsibility for primary care of the patients even though EMS students are assisting with patient care.
- J. The preceptor shall have veto power for student’s assignments when necessary.
- K. The Agency reserves the right to ask for withdrawal of any students or instructor when, at the Agency’s discretion, it is deemed necessary. Such request shall be made in writing to the College and will include rationale for the decision.

#### V. Specific Responsibilities of the College

- A. The College will submit the following information prior to each clinical assignment:
  - 1. A current course description and technical scope of practice
  - 2. A copy of the liability/malpractice insurance policy for students
  - 3. A copy of the clinical schedule will be provided at least 48 hours prior to the arrival of students
- B. The faculty will be required to:
  - 1. Schedule a meeting with the Sampson County EMS Training Officer. This meeting is an opportunity to clarify and facilitate student, instructor and staff expectations including the identification of Agency-approved clinical preceptors.
  - 2. Attend the Hospital Orientation Class each year and obtain a study packet
  - 3. Submit current CPR certification to be maintained by the College
  - 4. Submit a copy of all active EMT certification to be maintained by the College



- C. College will require student(s) complete a criminal background check and drug screening prior to participating in clinical rotations at Agency. Agency understands College shall not have access to the criminal background check and drug screen results but that College shall facilitate Agency's review of the criminal background check and drug screen. Agency shall not relate any information to College regarding the criminal background check or drug screen, other than to approve or disapprove of student(s) participating in clinical rotations at Agency
- D. The students will be taught to respect the confidential nature of all information which may come to them with regard to patients and hospital records.
- E. That no more than one Sampson Community College EMS student will be permitted assignment to an EMS unit.
- F. To provide instruction required in the program, and coordinate with the Agency to identify appropriate Preceptors for the supervision each student's clinical practice.
- G. The EMS program will not discriminate against any employee or application for employment or students registering in its courses of study because of race, color, creed or national origin.
- H. To follow proper Agency channels to make plans for observations and/or clinical experience.
- I. To abide by all the existing rules and regulations of the Agency.
- J. To notify the Agency (48 hours in advance) as to the number of students expected to participate in planned observation and/or practice primary care clinical experience.
- K. To assume responsibility for health care and liability insurance which pay up to \$2,000,000 for each claim and up to \$5,000,000 annually of students and faculty and to provide the agency with written validation of coverage.
- L. To dismiss any student who presents problems in physical or emotional health/demonstrates behavior which conflicts with safe clinical practice.
- M. To assume responsibility for cost of equipment that is broken or damaged due to negligence (otherwise assumed by the Agency).
- N. To assume responsibility for on the job injury of faculty or students.
- O. Immunizations- Students are required to have a physical exam and show evidence of the following immunizations prior to entry into the Agency. Each of these must be current, with negative or positive results as appropriate and maintained on file at the College.
  - 1. TB skin test ( or chest x-ray if known positive)
  - 2. Anyone born before January 1957 must have proof of immunization for rubella, rubeola and mumps according to NC State Policy or lab titer may be used to

verify immunity. Individuals born in 1957 or later without serologic evidence of immunity to rubella, rubeola, and mumps need to have documentation of two (2) doses of MMR, 4 weeks apart.

3. Tetanus Booster within last ten years.
4. Immune varicella status demonstrated by a positive titer or documentation of completed vaccination series.
5. Hepatitis B vaccine- All students and clinical facility are required to have the Hepatitis B vaccine or provide a written statement of release from their physician exempting them from such or provide a declination statement if they have chosen not to receive the immunization at this time.

- P. Sampson Community College has ultimate control of and responsibility for final evaluations of its students in cooperation with the approved clinical preceptors.
- Q. Require students to wear the adopted uniform including I.D. badge.
- R. Require students absent from the clinical are to inform the supervisor no later than one hour prior to the assignment.
- S. Provide the Scope of Practice document for each student to be used the service agency.
- T. Require all student to complete instruction in “blood-borne pathogen diseases” and “universal precautions”.
- U. All EMS students are required to maintain current CPR certification.
- V. The EMS faculty is responsible for general agency and fire safety orientation to the students.
- W. Sampson Community College has ultimate control of and responsibility for evaluation of its students through its designed instructors.

#### VI. Mutual Responsibilities

The Sampson County EMS Training Officer or Agency designee and the faculty of the EMS Program of the College are to cooperate in the evaluation of the EMS program.

# SIGNATURE PAGE



\_\_\_\_\_  
President  
Sampson Community College

\_\_\_\_\_  
County Manager

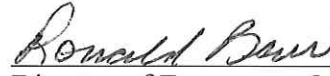
3/18/19

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



\_\_\_\_\_  
Division Chair  
Healthcare Programs - Sampson Community College



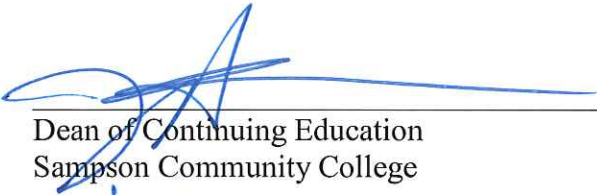
\_\_\_\_\_  
Director of Emergency Management

3/18/19

\_\_\_\_\_  
Date

3-19-19

\_\_\_\_\_  
Date



\_\_\_\_\_  
Dean of Continuing Education  
Sampson Community College

3/18/19


\_\_\_\_\_  
Date

NORTH CAROLINA'S  
**SAMPSON COUNTY**

HUMAN RESOURCES DEPARTMENT

*Nancy Dillman, Director*

**MEMORANDUM**

TO: Sampson County Board of Commissioners  
FROM: Nancy Dillman, Human Resources Director   
DATE: April 10, 2019  
SUBJECT: Records Disposal

Pursuant to Sampson County Personnel Resolution Article IV, Section 6, addressing Inactive Application Files, I respectfully request permission to dispose of all applications for candidates not selected for vacancies within our organization prior to July 1, 2017. These records will be destroyed after July 1, 2019 pursuant to the County's Records Retention and Disposition policies and any pertinent state laws.

Thank you for your consideration of this request.

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

Phone 910-592-8146

Fax 910-592-1227

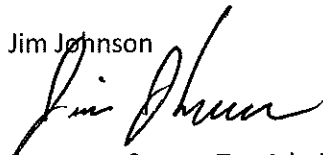
To: Ed Causey, County Manager  
From: Jim Johnson, Tax Administrator  
Date: April 23, 2019  
Subject: Late Land Use Application

Warren Farming Company

Parcel 19015050001

The taxpayer above is requesting that the attached late land use application request be approved. The taxpayer purchased the tract on March 18, 2018 and has several properties in the present use value program. The taxpayer failed to apply for PUV in January 2019 and within the 30 day allotted timeframe when the 2019 property revaluation notices were mailed. That deadline was April 10, 2019 and the application was received on April 16, 2019. The application meets all other statutory requirements other than being timely filed. I recommend approval of this late land use application request.

Jim Johnson



Sampson County Tax Administrator



# Application for Agriculture, Horticulture, and Forestry Present-Use Value Assessment

(G.S. 105-277.2 through G.S. 105-277.7)

County of Sampson, NC

Tax Year 2019 cont/2020

Full Name of Owner(s) <u>Warren Farming Company</u>			
Mailing Address of Owner <u>P.O. Box 223</u>			
City <u>Newton Grove</u>	State <u>NC</u>	Zip Code <u>28366</u>	
Home Telephone Number	Work Telephone Number	Ext.	Cell Phone Number

**Instructions**

**Application Deadline:** This application must be filed during the regular listing period, or within 30 days of a notice of a change in valuation, or within 60 days of a transfer of the land.

**Where to Submit Application:** Submit this application to the county tax assessor where this property is located. County tax assessor addresses and telephone numbers can be found online at: [www.dornc.com/downloads/CountyList.pdf](http://www.dornc.com/downloads/CountyList.pdf). **DO NOT** submit this application to the North Carolina Department of Revenue.

- Office Use Only:

This application is for: (check all that apply)

- AGRICULTURE (includes Aquaculture)
  HORTICULTURE
  FORESTRY

Enter the Parcel Identification Number, acreage breakdown, and acreage total for each tax parcel included in this application:

PARCEL ID	OPEN LAND in Production	OPEN LAND not in Production <i>past</i>	WOOD LAND	WASTE LAND	CRP LAND	HOME SITE	OTHER (Describe in Comments)	TOTAL ACRES
<u>19-0150500-01</u>	<u>4.6516</u>	<u>5.9131</u>	<u>1183</u>					<u>10.84</u>

Comments:

Yes  No ➔ Does the applicant own property in other counties that is also in present-use value and is within 50 miles of this property? If YES, list the county or counties and parcel identification number(s):

County:  Parcel ID:

County:  Parcel ID:

**IMPORTANT!**

AGRICULTURE and HORTICULTURE applications with LESS than 20 acres of woodland generally need to complete PARTS 1, 2, and 4.

AGRICULTURE and HORTICULTURE applications with MORE than 20 acres of woodland generally need to complete PARTS 1, 2, 3, and 4.

FORESTRY applications need to complete PARTS 1, 3, and 4.

ADDITIONALLY, applications for CONTINUED USE of existing present-use value classification need to complete PART 5.

Please contact the Tax Assessor's office if you have questions about which parts should be completed.



Part 1. Ownership

On what date did the applicant become the owner of the property? DATE: 3/18

If owned less than four full years on January 1, provide: Name of Previous Owner: John Hudson

How the Applicant is Related to the Previous Owner: No

Did one of the applicants reside on the property on January 1 of the year for which this application is made? If YES, provide name of resident:

Are any of the acres leased out to a farmer? If YES, indicate: Number of acres leased out: Name of farmer leasing the land: Phone:

Choose the legal form of ownership from "a - e" below, and answer the questions, if any, for that ownership:

- a. One Individual b. Husband and Wife (as tenants by the entirety)

c. Business Entity (Circle one: Corporation Limited Liability Company Partnership) List all the direct shareholders, members, or partners of the business entity and their farming activities:

Table with 2 columns: Member, Farming Activities. Entries include Gerald Warren and George Warren, both with farming activities of row crop/cows.

Are any of the direct shareholders, members, or partners either a business entity or trust (i.e. not an individual)? If YES, you must attach a breakdown of those business entities or trusts until you reach the individual level of ownership interest and you must describe those individuals' farming activities.

Once you have reached the individual level of ownership interest, are all of the individuals relatives of each other? (See G.S. 105-277.2(5a) for the definition of relative.)

State the principal business of the business entity:

d. Trust. List the trustee(s), name of the trust, and all of the beneficiaries:

Table for Trust information with columns for Trustee(s), Name of trust, Beneficiary, and Farming Activities.

Are any of the beneficiaries either a business entity or trust (i.e. not an individual)? If YES, you must attach a breakdown of those business entities or trusts until you reach the individual level of ownership interest and you must describe those individual's farming activities.

Once you have reached the individual level of ownership interest, are all of the beneficiaries either the trust's creator or relatives of the creator? (See G.S. 105-277.2(5a) for the definition of relative.)

e. Tenants in common. List the tenants and their percentage of ownership (round to the nearest 0.1%):

Table for Tenants in common with columns for Owner, percentage, Owner, percentage.

Are any of the tenants either a business entity or trust? If YES, you must make a copy of this page for each business entity or trust. You must complete the business entity section only or trust section only for each tenant, as appropriate, labeling each copy with the name of the business entity or trust.

The Tax Assessor may contact you for additional information after reviewing this application.

**Part 2. Agriculture and Horticulture**

For the past three years and for each tax parcel within the farm unit, enter the agricultural or horticultural products actually produced on the land and the gross income from the sale of the products, including livestock, poultry, and aquatic species. INCOME INFORMATION IS SUBJECT TO VERIFICATION.

If payments are received from any governmental soil conservation or land retirement program, indicate the acres and amount of income in the table below. Provide the name of the program in the Product column.

Do not include income received from the rental of the land. Income must be from the sale of the product.

Parcel ID	ONE YEAR AGO 20 <span style="border: 1px solid black; padding: 2px;">18</span>			TWO YEARS AGO 20 <span style="border: 1px solid black; padding: 2px;">17</span>			THREE YEARS AGO 20 <span style="border: 1px solid black; padding: 2px;">16</span>		
	Product	Acres	Income	Product	Acres	Income	Product	Acres	Income
	<i>pasture</i>	10.00	2000. <sup>00</sup>	<i>pasture</i>	10.00	2000. <sup>00</sup>	<i>pasture</i>	10. <sup>00</sup>	2500. <sup>00</sup>
	Totals...			Totals			Totals		
	Totals			Totals			Totals		
	Totals			Totals			Totals		
	Totals			Totals			Totals		

Yes  No ➔ If this application covers a horticultural tract used to grow Christmas trees, has a written management plan been prepared? If YES, attach a copy. If NO, attach a full explanation of your operation that contains at least the following: year each tract was planted, gross income from each tract, site management practices, number of trees per acre, and expected date of harvesting for each tract.

If this application covers an aquatic species farming operation, enter the total pounds produced for commercial sale annually for the last three years: Year 20       lbs, Year 20       lbs, Year 20       lbs

**Part 3. Forestry**

Attach a complete copy of your forest management plan. Indicate below who prepared the plan:

N.C. Division of Forest Resources
Consulting Forester
Owner
Other

Note: The property must be actively engaged in the commercial growing of trees under a sound management program as of January 1 of the year for which application is made.

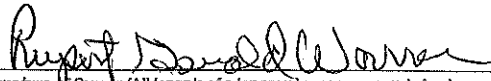
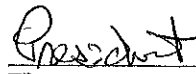
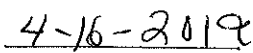
Key elements in a written plan for a sound forestland management program are listed below:

1. Management and Landowner Objectives Statement—Long range and short range objectives of owner(s) as appropriate.
2. Location—Include a map or aerial photograph that locates the property described and also delineates each stand referenced in the "Forest Stand(s) Description/inventory and Stand Management Recommendations" (item 3 below).
3. Forest Stand(s) Description/inventory and Stand Management Recommendations – Include a detailed description of various stands within the forestry unit. Each stand description should detail the acreage, species, age, size (tree diameter, basal area, heights), condition (quality and vigor), topography, soils and site index or productivity information. Stand-specific forest management practices needed to sustain productivity, health and vigor must be included with proposed timetable for implementation.
4. Regeneration-Harvest Methods and Dates—For each stand, establish a target timetable for harvest of crop trees, specifying the type of regeneration-harvest (clear cut, seed tree, shelter wood, or selection regeneration systems as applicable).
5. Regeneration Technique—Should include a sound proposed regeneration plan for each stand when harvest of final crop trees is done. Specify intent to naturally regenerate or plant trees.

NOTE: Forest management plans can and should be updated as forest conditions significantly change (e.g. change in product class mix as the stand ages and grows, storm damage, insect or disease attack, timber harvest, thinning, wildfire). The county will audit plans periodically and, to remain eligible for use-value treatment, the plan must be implemented.

**Part 4. Affirmation**

**AFFIRMATION OF APPLICANT**—I (we) the undersigned declare under penalties of law that this application and any attachments hereto have been examined by me (us) and to the best of my (our) knowledge and belief are true and correct. In addition, I (we) fully understand that an ineligible transfer of the property or failure to keep the property actively engaged in commercial production under a sound management program will result in the loss of eligibility. I (we) fully understand that loss of eligibility will result in removal from the program and the immediate billing of deferred taxes.

		
Signature of Owner (All tenants of a tenancy in common must sign.)	Title	Date
Signature of Owner (All tenants of a tenancy in common must sign.)	Title	Date
Signature of Owner (All tenants of a tenancy in common must sign.)	Title	Date

**Part 5. Continued Use** *(Complete only if the property is currently in Present-Use Value and you are applying for immediate eligibility under the Continued Use exception. See G.S. 105-277.3(b2)(1) for full details.)*

- I certify:
1. The property is currently in Present-Use Value.
  2. I intend to continue the current use of the land under which it currently qualifies.
  3. I understand I will be responsible for all deferred taxes due because of any disqualification.
  4. I ACCEPT FULL LIABILITY FOR ANY EXISTING DEFERRED TAXES.

Note: If the property is currently in Present-Use Value and liability is not accepted, the full amount of the deferred taxes will typically be due in the name of the grantor immediately. Liability need not be accepted and no deferred taxes are due for qualifying transfers pursuant to G.S. 105-277.3(b) and (b1). For example, liability does not need to be accepted for qualifying transfers to relatives. However, any deferred taxes existing at the time of transfer will remain a lien on the property. Owners already receiving Present-Use Value on properties not included in this application may wish to review the alternative provisions of G.S. 105-277.3(b2)(2).

Signature of Owner (All tenants of a tenancy in common must sign.)	Title	Date
Signature of Owner (All tenants of a tenancy in common must sign.)	Title	Date
Signature of Owner (All tenants of a tenancy in common must sign.)	Title	Date

FOR OFFICE USE ONLY:  APPROVED  DENIED BY: \_\_\_\_\_ REASON FOR DENIAL: \_\_\_\_\_

**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

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

8933

**JIM JOHNSON**  
Tax Administrator

Telephone 910-592-8146  
910-592-9147

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

YEAR		
<u>2018</u>	\$	<u>250.46</u>
_____	\$	_____
_____	\$	_____
_____	\$	_____
_____	\$	_____
_____	\$	_____
TOTAL REFUND	\$	<u>250.46</u>

These taxes were assessed through clerical error as follows.

2018 Jeep  
Tag Vender due d  
Tag # FJK 8051

<u>502</u> County Tax	<u>150.82</u>
<u>501</u> School Tax	<u>26.15</u>
Fire Tax	_____
<u>102</u> City Tax	<u>23.13</u>
TOTAL \$	<u>250.46</u>

Yours very truly

Jerry W Byrd  
Taxpayer

Social Security # 244-29-1212

RECOMMEND APPROVAL:

Jim Johnson

Sampson County Tax Administrator

Mailing Address.

Jerry Wayne Byrd  
x207 Grove Street  
Clinton, N.C. 28328

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

**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

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

8938

**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 Big Blue Store of Clinton in \_\_\_\_\_ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2018</u>	\$ <u>256.70</u>
<u>     </u>	\$ <u>     </u>
<u>     </u>	\$ <u>     </u>
<u>     </u>	\$ <u>     </u>
<u>     </u>	\$ <u>     </u>
<b>TOTAL REFUND</b>	\$ <u>256.70</u>

These taxes were assessed through clerical error as follows.

Bill # 0019618299  
CDP 1295  
Tax Turn In (sold)  
2014 Ford

Go 2 County Tax	<u>154.58</u>
Sol School Tax	<u>27.17</u>
Fire Tax	<u>     </u>
TO 2 City Tax	<u>74.95</u>
<b>TOTAL \$</b>	<u>256.70</u>

Mailing Address.

Big Blue Store  
X PO Box 1219  
Clinton NC 28329

Yours very truly

[Signature]  
Taxpayer

710#  
Social Security # X

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

8944

**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 Marcia Brooke Blackman Minnich in \_\_\_\_\_ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2017</u>	\$ <u>129.73</u>
<u>§</u>	\$ _____
<u>§</u>	\$ _____
<u>§</u>	\$ _____
<u>§</u>	\$ _____
<u>§</u>	\$ _____
TOTAL REFUND	\$ <u>129.73</u>

These taxes were assessed through clerical error as follows.

Bill # 0042856711  
EIR 5027  
Tag Turn in (sold)  
2015 Gmc

G02	County Tax	<u>100.03</u>
S02	School Tax	<u>17.58</u>
F19	Fire Tax	<u>12.12</u>
	City Tax	_____
	TOTAL \$	<u>129.73</u>

Yours very truly

Marcia Brooke Minnich  
Taxpayer

Social Security #

242-51-0455

RECOMMEND APPROVAL:

Jim Johnson  
Sampson County Tax Administrator

Mailing Address.

X 11 Cabin Creek Ln.  
Clinton, NC 28328

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

Date

Initials

**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

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

8953

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 Brian Mark Faison in hc Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2018</u>	\$ <u>193.20</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>193.20</u>

These taxes were assessed through clerical error as follows.

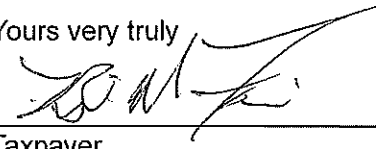
Sold vehicle  
Surrendered Tx  
2014 Mercedes  
TAG # PEV3515

G02	County Tax	<u>175.15</u>
	School Tax	_____
F14	Fire Tax	<u>18.05</u>
	City Tax	_____
	TOTAL \$	<u>193.20</u>

Mailing Address.

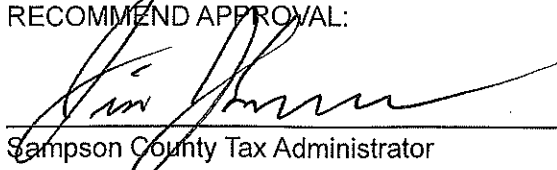
Brian Mark Faison  
X.P.O. Box 1607  
Roseboro NC 28372

Yours very truly

  
\_\_\_\_\_  
Taxpayer

Social Security # 341965452

RECOMMEND APPROVAL:

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

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

**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

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

8949

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

YEAR <u>2018</u>	\$ <u>150.31</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>150.31</u>

These taxes were assessed through clerical error as follows.

Bill # 0045871719  
FLB 9078  
Taxes Turned in (traded in)  
2016 Ram

Co 2	County Tax	<u>135.52</u>
	School Tax	_____
FO6	Fire Tax	<u>14.99</u>
	City Tax	_____
	TOTAL \$	<u>150.31</u>

Mailing Address.

X 199 Jackson Trail  
Dunn NC 28334

Yours very truly

X James William Seabott  
Taxpayer

Social Security # X 239638181

RECOMMEND APPROVAL:

[Signature]  
Sampson County Tax Administrator

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



OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand a release and adjustment of taxes assessed by Sampson County against the property owned by Clayton Honeycutt, Martha Honeycutt in PLAINVIEW Township, Sampson County, for the year(s) and in the amount(s) of: 14004200801

Year	<u>2018</u>	\$	<u>5,265.58</u>
		\$	
		\$	
		\$	
		\$	
Total Release/Adjustment		\$	<u>5,265.58</u>
	<u>601</u> County Tax	\$	<u>4,696.33</u>
	School Tax	\$	
	<u>F07</u> Fire Tax	\$	<u>569.25</u>
	City Tax	\$	
	Total	\$	<u>5,265.58</u>

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

Taxpayer lost Grower Contract prior to January 1, 2018. See Attached letter. increase to 90% Depreciation

Taxpayer: Clayton Chadwick Honeycutt  
 Tax Administrator: Jim Johnson

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



602 N. Breezeale Ave,  
Mt. Olive, North Carolina 28365  
(919) 658-2252

COPY

Mr. Chad Honeycutt  
CMC Farms, Inc.  
337 Naylor Road  
Roseboro, North Carolina 28382

September 1, 2016

Dear Mr. Honeycutt:

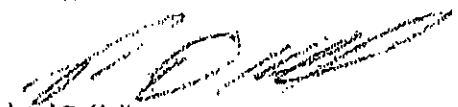
When your flock settled in December 2015 your performance was .0126 points greater than the group average. This being said the farm was put on a Rider Contract. This contract stipulates: Following the initial term, if the cost rating of any one flock is .0075 higher than the average, the contract will be terminated immediately. You signed this contract January 4<sup>th</sup> 2016.

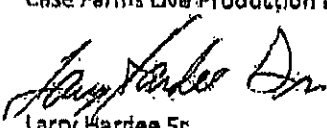
Your most recent flock settled August 19, 2016. This flock settled .0108 points higher than the average farm settling for the week. This letter is to notify you that as of this settlement date, August 19, 2016, Your Broiler Growing Contract has been terminated with Case Farms.

A Copy of this letter will be forwarded to your lender, Cape Fear Farm Credit.

We at Case Farms wish you success in in your future endeavors.

Sincerely,

  
Richard D. Hall  
Case Farms Live Production Manager

  
Larry Hardee Sr.  
Case Farms Broiler Grow-out Manager

Enclosures

**SAMPSON CO, NC - Property Card**      Printed: 03/26/19      Card: 1 of 1      Appraiser: JLM

**PIN #: 1542-#180**  
**Ownership: 42008**  
 HONEYCUTT, CLAYTON CHADWICK  
 HONEYCUTT, MARTHA R  
 337 NAYLOR RD  
 ROSEBORO NC 28382  
**Subd:**  
**Nbhd:** DP Dirt Private Road  
**SITUS:**  
 TAYLORS CHAPEL RD OFF  
 Deeded Acres: 14.67  
 Legal Description:  
 Taylors Chapel Rd Off

**Parcel: F fair**  
**Sale Dt:** 01/16/18      **J:** TRI/L 2      **S:** Price: 60,000      **Db/Pq:** 1894/530 VALID SALE  
**Fronting:** 09/27/05      **D:** No Valid Sale      **Valid Code:** 1602/027  
**Location:**  
**Parking:**  
**Utility:** W water; E electric  
**Zoning:**

**Sketch Vectors**  
**Vector**

**Improvement Description: AG**  
**Story:**  
**Class:**  
**Ext Wall:**  
**Yr Blt:**  
**Eff Year:**  
**Heating:**  
**Fuel:**  
**System:**

**FP Stacks:**  
**Openings:**  
**Prefab FP:**  
**Rooms:**  
**Bedrooms:**  
**Unfin Area:**  
**Fin Bsmt Area:**  
**Rec Room Area:**

**Phys Cond:**  
**CDU:**  
**Over Depr Tb:**  
**Funct Dep %:**  
**Funct Desc:**  
**Econ Dep%:**  
**Econ Desc:**  
**N-Fact:**

**Assessment: 2018**  
**Land:** \$33,356      **Excluded:**  
**BLDG:** \$651,440      **Ag Use:**  
**Market:** \$684,796      **SWF:**  
**Deferred:** \$0  
**Exempt:** \$0  
**Taxable:** \$684,796

L#	Low	1st	2nd	3rd	Description	Area	Value(RCN)	Yr Bt	Eff Yr	Bt Grd	CDU	%Gd	Table	% Cmp	RCNLD
D															
W															
E															
L															
L															
A															
D															
D															
N															
S															
<b>Total:</b>															

**Revisit:**  
**Reason:**  
**Appr Date**      **Code**      **Rev2**

**Entrances**  
**Building Permit**  
**Date**      **Permit #**      **Permit \$**      **CO Date**      **Fig**

**HSF:**      **TSF:**      **0**

<b>Land Description:</b>		<b>LUC: F</b>	<b>NBHD: DP Dirt Private Road</b>	<b>Ag Use</b>	<b>LN</b>	<b>Soil</b>	<b>Acres</b>	<b>Rate</b>	<b>Value</b>
<b>N-Fact:</b>	<b>Topo1:</b> level		<b>Road 1:</b>						
<b>Zoning:</b>	<b>Topo2:</b>		<b>Road 2:</b>						
<b>L#</b>	<b>Ivp</b>	<b>Code</b>	<b>Desc</b>	<b>Size</b>	<b>BaseRate</b>	<b>Adj</b>	<b>AdjRate</b>	<b>Value</b>	
1	A	3CE	Pasture	14.6700	2273.75		2273.75	33,356	
<b>Total Parcel Size:</b>									<b>Value</b>
AC 14.6700									Rate/AC 2,273.76
									33,356

**Comments:**

**#**      **Comment**  
 1      From Mary Honeycutt & Others 1602/027 9/27/05 Mb 54/66 Located At 696  
 2      Fayetteville Hwy Substitute Trustees Deed 01/16/2018 1994/530  
 3      No Chicken Contract-Reval 2019

<b>L#</b>	<b>Code</b>	<b>Yr</b>	<b>Bit</b>	<b>Eff Yr</b>	<b>W x L</b>	<b>Area</b>	<b>Grd</b>	<b>Units</b>	<b>Mod Cd</b>	<b>Rate</b>	<b>Ovrd Rte</b>	<b>RCN</b>	<b>Cnd</b>	<b>Funct</b>	<b>%Cmp</b>	<b>%Gd</b>	<b>RCNLD</b>
1	06			2005	X	25000	A	1				189,750	A			85	161,288
2	06			2005	X	25000	A	1				189,750	A			85	161,288
3	06			2005	X	25000	A	1				189,750	A			85	161,288
4	06			2005	X	25000	A	1				189,750	A			85	161,288
5	62			2005	X	512	C	1			12.00	6,144	A			82	5,038
6	52			1950	X		C	1					A				500
7	33			1950	X		C	1					A				750
<b>Total:</b>																	<b>651,440</b>



Bill Information

Year: 2018  
 Category: RE-R  
 Number: 35465

Notes/Alerts

JAN 1 Owner: HONEYCUTT, CLAYTON C

- Special Conditions/Notes
- View prior unpaid bills
- View ancestor prior unpaid bills

Effective Date

Due 03/26/2019

Billed Item Information

Year\_Parcels: 2018\_14004200801 [View Source](#)  
 Owner of record's customer number: 42008  
 Owner of record's name: HONEYCUTT, CLAYTON CHADWICK

Customer Information

Customer ID: 42008 [View Bills](#)  
 HONEYCUTT, CLAYTON CHADWICK  
 HONEYCUTT, MARTHA R  
 337 INAYLOR RD  
 ROSEBORO, NC 28382

Property Information

Parcel ID: 14-0042008-01 [View Bills](#)  
 Alt Parc: 1542-#180  
 Prop Loc: TAYLORS CHAPEL RD

Installments

Due Date	Billed	Abt/Adj	Pmt/Crd	Unpaid	Interest Paid	Interest Due	Total Due
09/01/2018	6,334.37	15.00	0.00	6,349.37	0.00	221.70	6,571.07
<b>Totals:</b>	<b>6,334.37</b>	<b>15.00</b>	<b>0.00</b>	<b>6,349.37</b>	<b>0.00</b>	<b>221.70</b>	<b>6,571.07</b>

Attachments (0)

13 of 13



**Parcel Information**

Year: 2018 Bill: 35465 Tax year(s): 2018

Parcel: 14-0042008-01

Alt: 1542-#180

Street: TAYLORS CHAPEL RD

Juris: 14 Class: AG AG Status: A

Subdiv: Zone: SIC: Exempt: L

# fam: 639025 8k/pg

SF: 14.670 Date: 09/27/2005

Acres: 14.670

Unit:

**Ownership Information**

Name1: HONEYCUTT, CLAYTON CHADWICK

Name2: HONEYCUTT, MARTHA R

Owner SSN: 239358947 242316761 Add'l names: N

DBA: Own

JAN 1 Owner: HONEYCUTT, CLAYTON CHADWICK

Lender: Acct: Serv:

Legal Description: TAYLORS CHAPEL RD OFF

- Chgs/Taxes
- Values
- Inquiry

**Assessment Values**

	Prev year	This year
Land val	33,356	33,356
Bldg val	651,440	651,440
Pers val		
Gross	684,796	684,796
Spec assmnt bal		.00
Curr land use		
Curr val exem		
Curr taxable		684,796

**Taxes/Abatements/Exemptions/Prelim Adjustments**

Charge	Rate	Amount
F07	0.100000	684.80
G01	0.825000	5649.57
Exemption	Date	Amount

**Totals**

Taxes	6,334.37
Exempt/abated	.00
Net taxes	6,334.37

Display charges and taxes for the current record.



Ag Use	LN	Soil	Acre	Rate	Value
<b>Total Parcel Size:</b> AC 14.6700      Rate/AC 2,273.75      Value 33,356					

**Comments:**  
**#**      **Comment**  
 1      From Mary Honeycutt & Others 1602/027 9/27/05 Mb 54/66 Located At 696  
 2      Fayetteville Hwy Substitute Trustees Deed 01/16/2018 1994/530  
 3      No Chicken Contract-Reval 2019

L#	Code	Yr Bilt	Eff Yr	W x L	Area	Grd	Units	Mod Cd	Rate	Ovrd Rte	RCN	Cnd	Fnc1	%Cmp	%Gd	RCNLD
1	06	2005		X	25000	A	1		189,750		189,750	A			85	161,288
2	06	2005		X	25000	A	1		189,750		189,750	A			85	161,288
3	06	2005		X	25000	A	1		189,750		189,750	A			85	161,288
4	06	2005		X	25000	A	1		189,750		189,750	A			85	161,288
5	62	2005		X	512	C	1		6,144	12.00	6,144	A			82	5,038
6	52		1950	X		C	1					A				500
7	33		1950	X		C	1					A				750
<b>Total:</b>																<b>651,440</b>

18,925  
 18,925  
 18,925  
 18,925  
 18,925



**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

March 26, 2019

**MEMO:**

FROM: Lorie Sutton, Director of Aging

Date

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 AGING Department  
be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02558810-526200	FCG - DONATIONS	\$ 950.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02035881-408401	FCG - DONATIONS	\$ 950.00	

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

TO BUDGET DONATIONS THAT HAVE BEEN RECEIVED FOR THE FAMILY CAREGIVER PROGRAM.

Lorie B Sutton

(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

4/29, 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:**

March 4, 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 2018-2019

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>
02549580-526201	SHIIP - DEPT SUPPLIES EQUIPMENT	\$ 600.00	
02549580-532100	SHIIP - TELEPHONE & POSTAGE	\$ 127.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02034958-404088	RURAL HEALTH - SHIIP	\$ 717.00	
02034958-408401	DONATIONS	\$ 10.00	

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

To budget an additional \$717.00 received from grant monies and a \$10.00 donation that was given to the program.

Lorie B Sutton

(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

4/29, 2019

M. J. O'G

(County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

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

Earl W. G

(County Manager & Budget Officer)

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

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

March 26, 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 2018-2019

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>
02558680-526200	SENIOR CENTER - DEPT SUPPLIES	\$ 25.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02035868-408401	SENIOR CENTER - DONATIONS	\$ 25.00	

2. Reason(s) for the above request is/are as follows:  
TO BUDGET DONATIONS THAT HAVE BEEN RECEIVED FOR THE GARLAND SENIOR CENTER.

Lorie B Sutton

(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

4/29, 2019

M. A. Al

(County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

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

Earl W. C.

(County Manager & Budget Officer)

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

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

4/16/2019

FROM: Heather Bonney, Library Director

Date

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 LIBRARY Department be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11761100-526200	Department supplies	2,500.00	
11761100-544200	Cultural Programming	2,000.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11036110-404110	Library Fines and Fees	\$1,000.00	
11036110-408401	Donations	\$600.00	
11036110-408900	Miscellaneous Revenues	600.00	
11036110-408930	Discard Sales	2,300.00	

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

We raised more money than anticipated and will allocate it to the summer reading and programming budgets.

Heather Bonney  
(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

4/22, 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:**

4/16/2019

FROM: SAMPSON COUNTY HEALTH DEPARTMENT

Date

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 MATERNAL HEALTH Department be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12551630-531100	TRAVEL	3,000.00	
12551630-544000	CONTRACT SERVICES	6,820.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12535163-404000	STATE ASSISTANCE	9,820.00	

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

ALLOCATE NEW STATE FUNDS FOR TRAVEL AND CONTRACT NP SERVICES

Wanda Robinson  
(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 4/16, 2019

M. J. [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**

APR 17 2019

**MEMO:**

4/16/2019

FROM: SAMPSON COUNTY VETERANS SERVICES

Date

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 VETERANS SERVICES DEPARTMENT Department be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11558200-526201	DEPARTMENT SUPPLIES EQUIPMENT	<del>2,500.00</del> 2,216.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
<del>11535180-404000</del> 11035820-403615	STATE ASSISTANCE	<del>2,500.00</del> 2,216.00	

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

ALLOCATE ADDITIONAL STATE REVENUES TO PURCHASE NEW COMPUTER

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

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 4/16, 2019

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

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

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

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

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

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:** 21-Apr-19  
 FROM: Sheriff Jimmy Thornton Date  
 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 SHERIFF'S Department be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11243100-512200	OVERTIME SALARIES	34,051.00	
11243100-518100	FICA	2,112.00	
11243100-518120	MEDICARE FICA	494.00	
11243100-518278	LAW ENFORCEMENT RETIREMENT	2,435.00	
11243100-518900	401-K SUPPLEMENTAL RETIREMENT	1,703.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11034310-402603	FEDERAL ASSET FUNDS	40,795.00	

2. Reason(s) for the above request is/are as follows:  
 To budget funds to pay down comp time earned by drug agents.



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

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval. *0*

4/26, 2019



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

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval. *0*

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



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

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

APR 22 10:58

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:** 5-Apr-19

FROM: Sheriff Jimmy Thornton Date

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 SHERIFF'S Department be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11243100-555079	C.O. - OTHER EQUIP. - NARCOTICS	14,815.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11034310-403631	STATE SUBSTANCE ABUSE TAX	14,815.00	

2. Reason(s) for the above request is/are as follows:  
To budget funds for the purchase of real-time video evidence recording equipment for undercover drug operations.



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

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval. 8

4/19, 2019



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

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval. 8

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



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

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

APR 22 10:58



**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:** 5-Apr-19  
 FROM: Sheriff Jimmy Thornton Date  
 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 SHERIFF'S Department be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11243100-521379	UNIFORMS - NARCOTICS	21,000.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11034310-403631	STATE SUBSTANCE ABUSE TAX	21,000.00	

2. Reason(s) for the above request is/are as follows:  
 To budget funds for the purchase of utility uniforms and nylon duty gear for deputies to assist with drug enforcement operations.



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

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

4/24, 2019



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

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

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



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

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

APR 22 PM 3:58

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

4/23/2018

**MEMO:**

**FROM:** MELANIE HARRIS

**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 SAMPSON SOIL & WATER Department be amended as follows:

**EXPENDITURE**

<u>CODE NUMBER</u>	<u>DESCRIPTION (OBJECT OF EXPENDITURE)</u>	<u>INCREASE</u>	<u>DECREASE</u>
28349610 523100	Educational Supplies	2,500.00	

**REVENUE**

<u>CODE NUMBER</u>	<u>SOURCE OF REVENUE</u>	<u>INCREASE</u>	<u>DECREASE</u>
28334961 409909	Fund Bal Appropriated State	2,500.00	

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

Reallocation of Funds to pay for Registration Fees and a travel stipend for students being sponsored for the Resource Conservation Workshop at NCSU.

  
(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval. B

4/23, 2018

  
(County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval. B

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

  
(County Manager & Budget Officer)

APR 23 10:09

**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 Communications and NCPSAP Departments be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11243250-555000	Capital outlay other	1,625.00	
11999000-509700	Contingency		1,625.00
15243256-555000	Capital outlay other	49,572.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
15232556-409900	Fund balance appropriated	49,572.00	

2. Reason(s) for the above request is/are as follows:  
 To budget funds to replace the recording system in the 911 center.

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

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 20 18

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

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

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

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

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

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

04/05/19

FROM: Eileen Coite

Date

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 Cooperative Extension Department be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
04449500-526200	DEPARTMENTAL SUPPLIES	859.00	<del>923.00</del>

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
04034950-408900	Misc Revenue	859.00	<del>923.00</del>

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

To utilize a donation received from the Roseboro ABC Board to teach alcohol prevention to youth.

Eileen A. Coite

(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

4/26, 2019

M. U. [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:**

4/9/2019

FROM: SAMPSON COUNTY HEALTH DEPARTMENT

Date

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 FAMILY PLANNING Department be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12551640-526201	DEPARTMENT SUPPLIES EQUIPMENT	7,856.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12535164-404000	STATE ASSISTANCE	7,856.00	

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

ALLOCATE NEW STATE FUNDS FOR COMPUTER UPGRADES

Wanda Roberson  
(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

4/24, 2019

M. A. C.  
(County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

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

Sam W. C.  
(County Manager & Budget Officer)

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

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

3/25/2019

FROM: SAMPSON COUNTY HEALTH DEPARTMENT

Date

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 WIC Department be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12551670-512100	SALARIES	10,275.00	
12551670-518100	FICA	638.00	
12551670-518120	MEDICARE FICA	149.00	
12551670-518200	RETIREMENT	777.00	
12551670-518300	GROUP INSURANCE	2,202.00	
12551670-518400	DENTAL INSURANCE	88.00	
12551670-518901	401K	720.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12535167-404000	STATE ASSISTANCE	14,849.00	

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

TO ALLOCATE ADDITIONAL WIC BF PEER COUNSELING REVENUE NOT IN ORIGINAL BUDGET

Wanda Palmer  
(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 2019

Macy  
(County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

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

Em W.C.  
(County Manager & Budget Officer)

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

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

3/25/2019

FROM: RONALD BASS, DIRECTOR

Date

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 EMERGENCY MANAGEMENT Department be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11243300 551000	CAPITAL OUTLAY	3,292.00	
11243300 539500	TRAINING	300.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11033839 408900	MISC REVENUE	3,592.00	

2. Reason for the above request is as follows: FUNDS FOR FOUR COUNTY ELECTRIC CARE TRUST GRANT AWARD THAT WILL BE USED TO PURCHASE FLIR ENABLED UAV (DRONE) AND PILOT TRAINING THROUGH FAA.

*Ronald Bass*

(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

4/26, 2019

*M. A. C.*

(County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

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

*Eric W. Co*

(County Manager & Budget Officer)

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



**MEMORANDUM:**

**TO:** Sampson County Board of Commissioners  
**FROM:** Ronald Bass, Emergency Services Director  
**DATE:** April 26, 2019  
**SUBJECT: Operation Round Up**

Our agency has the opportunity to receive Four County Electric Care Trust's Operation Round Up grant, this year, which will enable us to purchase a drone to aid the Fire Marshal's in the fire inspection process. The funds will also cover the cost of pilot training. We are requesting to accept these funds.

Thank you for your time and consideration.

RB/mw

Attachments





# FOUR COUNTY ELECTRIC CARE TRUST

Post Office Box 667, Burgaw, North Carolina 28425

## Board of Trustees

*William Pickett*  
Chairman  
Duplin County

*Charles Wooten, Jr.*  
Vice Chairman  
Pender County

*John D. Parks, Jr.*  
Secretary  
Bladen County

*Sara Lanier*  
Treasurer  
Pender County

*Kalton Ray Newkirk*  
Sampson County

*Wade H. Ward*  
Duplin County

*Victor Singletary*  
Bladen County

*Robert Davis*  
Sampson County

*Gene Brisson*  
Bladen County

## Four County EMC Contact:

*Jeremy Dewberry*  
Trust Administrator

Phone:  
(910) 259-2171

Fax:  
(910) 259-1860

March 22, 2019

Mr. Joshua Deaver  
Deputy Fire Marshal  
Sampson County Emergency Services  
107 Underwood Street  
Clinton NC 28328

Dear Mr. Deaver,

The Four County Electric Care TRUST Board met recently at which time your application for funding was considered. Funding in the amount of \$3,592 was awarded to assist your agency with the purchase of a FLIR enabled UAV (drone) and pilot training.

We appreciate your service to our communities and are pleased to have been able to provide this assistance.

Sincerely yours,

William Pickett  
Chairman

Enclosure: Check #006132

Cc: Robert Davis

*"Small Change Changes Lives"*

CLINTON CITY SCHOOLS  
BUDGET AMENDMENT



Fund: **STATE**

Budget Amendment: 3

The Clinton City Board of Education at a meeting on the 4th day of April, 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.

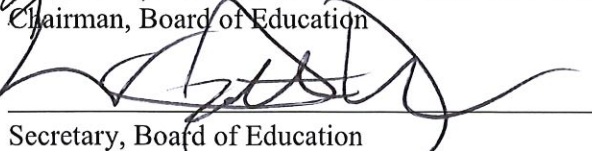
**SEE ATTACHED LISTING**

Total appropriation in current budget	\$19,321,629.65
Total increase/decrease of amendment	\$23,515.00
Total appropriation in amended budget	\$19,345,144.65

Passed by majority vote of the Clinton City Board of Education on the 4th day of April 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: STATE**

<u>CODE</u>	<u>DESCRIPTION</u>	<u>INCREASE</u>	<u>DECREASE</u>
1.5110.029.142.330.000.00	Behavior Support Assistant <i>IABS Grant</i>	\$2,192.00	
1.5110.131.413.316.316.00	Regular Curricular-Other Textbooks	\$1,047.00	
1.5110.131.413.320.000.00	Regular Curricular-Other Textbooks	\$1,008.00	
1.5110.131.413.330.330.00	Regular Curricular-Other Textbooks	\$174.00	
1.5110.131.413.316.316.00	Regular Curricular-Other Textbooks	\$2,670.00	
1.5110.130.412.000.000.00	Regular Curricular- State Textbooks <i>ABC Transfers</i>		\$4,899.00
1.6550.056.171.000.000.00	Salary – Driver <i>1<sup>st</sup> Semester Early College</i>	\$1,293.00	
1.5110.001.121.000.000.00	Salary- Teacher <i>NCVPS Sureup</i>	\$20,030.00	



CLINTON CITY SCHOOLS  
BUDGET AMENDMENT

Fund: **FEDERAL**

Budget Amendment: 1

The Clinton City Board of Education at a meeting on the 4th day of April, 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	\$2,320,161.11
Total increase/decrease of amendment	\$72,521.14
Total appropriation in amended budget	\$2,392,682.25

Passed by majority vote of the Clinton City Board of Education on the 4th day of April 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

\_\_\_\_\_  
Chairman, Board of County Commissioners

  
\_\_\_\_\_  
Secretary, Board of Education

\_\_\_\_\_  
Secretary, Board of County Commissioners

**BUDGET AMENDMENT DETAIL**

**FUND: FEDERAL**

<u>CODE</u>	<u>DESCRIPTION</u>	<u>INCREASE</u>	<u>DECREASE</u>
3.5120.017.163.308.308.00	Substitute Pay	\$1,100.00	
3.5120.017.211.308.308.00	Employers' Social Security	\$84.15	
3.5120.017.221.308.308.00	Employers' Retirement	\$207.46	
3.5120.017.232.308.308.00	Employers' Workers' Compensation	\$139.79	
3.5120.017.332.308.308.00	Travel Reimbursement		\$700.00
3.5120.017.411.308.308.00	Instructional Supplies and Materials	\$1,553.18	
3.5120.017.418.308.308.00	Computer Software and Supplies	\$3,368.27	
3.5220.017.131.308.308.00	Salary – CTE Special Populations	\$1,520.00	
3.5220.017.211.308.308.00	Employers' Social Security	\$116.28	
3.5220.017.221.308.308.00	Employers' Retirement	\$286.67	
3.8100.017.392.000.000.00	Indirect Cost	\$194.20	

**CAREER AND TECHNICAL EDUCATION PROGRAM**

3.5230.104.311.000.000.00	Remedial – Contracted Services	\$100.00	
3.5230.104.411.000.000.00	Remedial – Supplies & Materials	\$1,267.69	
3.5230.104.392.000.000.00	Remedial – Indirect Costs	\$21.30	
3.5230.104.399.000.000.00	Remedial – Balanced Budget Entry		\$1,032.99

**LANGUAGE ACQUISITION**

3.5110.109.181.000.000.00	Regular Curriculum- Supplement	\$44,525.00	
3.5110.109.211.000.000.00	Employers' Social Security	\$3,406.16	
3.5110.109.221.000.000.00	Employers' Retirement	\$8,392.98	

**RURAL AND LOW INCOME**

3.5110.118.163.000.000.81	Regular Curricular- Substitute Pay	\$1,200.00	
3.5110.118.163.000.000.82	Regular Curricular-Substitute Pay	\$321.00	
3.5110.118.211.000.000.81	Employers' Social Security	\$91.80	
3.5110.118.211.000.000.82	Employers' Social Security	\$24.56	
3.5110.118.312.000.000.82	Workshop Expense		\$310.00
3.5210.118.163.000.000.81	EC- Substitute Pay	\$400.00	
3.5210.118.211.000.000.81	Employers' Social Security	\$30.60	
3.5210.118.232.000.000.00	Employers' Workers Compensation	\$100.00	
3.5210.118.312.000.000.81	Workshop Expense	\$772.06	
3.5210.118.411.000.000.00	EC- Supplies and Materials	\$1,044.18	
3.5210.118.411.000.000.81	EC Supplies and Materials		\$400.00
3.5240.118.312.000.000.00	Speech & Lang- Workshop Exp	\$1,265.87	
3.5840.118.311.000.000.29	Health Svc-Occupational/Physical	\$1,175.09	
3.5840.118.312.000.000.00	Health Svc- Workshop Expense	\$500.00	
3.5840.118.317.000.000.00	Health Svc- Psychological Services	\$1,500.00	
3.8100.118.392.000.000.00	Indirect Cost	\$255.84	

**IDEA VI-B SPECIAL NEEDS TARGET**

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO.     4    

Meeting Date: May 6, 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.*

- a. Upcoming Meetings
- b. Invitation to a Cooperative Extension Luncheon Celebrating the 50th Year of EFNEP
- c. Flyer Regarding Garland Senior Center's Older Americans Month Celebration



## Upcoming Meetings of Note

May 6, 2019	Board of Equalization and Review County Administration Building	1 pm – 6 pm
	Board of Commissioners Meeting County Auditorium	6 pm
May 14, 2019	Board of Equalization and Review County Administration Building	1 pm – 6 pm
May 16, 2019	Board of Equalization and Review County Administration Building	1 pm – 6 pm
	Presentation of Proposed Budget County Auditorium	6:15 pm
May 21, 2019	Board of Equalization and Review County Administration Building	1 pm – 6pm
May 23, 2019	Board of Equalization and Review County Administration Building	1 pm – 6 pm
May 30, 2019	Board of Equalization and Review County Administration Building	1 pm – 6 pm

What: Luncheon Celebrating the 50<sup>th</sup> Year of EFNEP  
Where: Sampson County Expo Center  
414 Warsaw Road, Clinton, NC 28328  
Date: May 13, 2019  
Time: 12:00 Noon

You are cordially invited to attend the North Carolina Cooperative Extension Expanded Food, Nutrition Education Program 50<sup>th</sup> Anniversary luncheon. Please join us as we celebrate the many years of EFNEP in Sampson County.

RSVP by May 9<sup>th</sup> to Lethia Lee at (910) 592-7161

NC Cooperative Extension prohibits discrimination and harassment on the basis of race, color, national origin, age, sex (including pregnancy), disability, religion, sexual orientation, gender identity, and veteran status.



# Garland Senior Center

..PRESENTS..

Older Americans Month on May 23, 2019

9:00 a.m.-2:00 p.m.

FOOD free

FUN



Fellowship

Dancing in the street!

VENDORS WELCOME!

## Health Information

Come one, Come all!

For More Information Call  
Marie, Lucy, Josie, or  
Mary (910)529-3931

91 N. Church Avenue  
Garland, N.C. 28441

free

FOOD

FUN

free



Fellowship



American Red Cross

free

THE FUN SPOT



CREATE 

THROUGH ACTIVITIES THAT PROMOTE HEALTH  
AND PERSONAL ENRICHMENT.



CONNECT. CREATE. CONTRIBUTE. MAY 2019



free



## **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.