



**SAMPSON COUNTY  
BOARD OF COMMISSIONERS  
MEETING AGENDA  
January 6, 2020**

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

Invocation and Pledge of Allegiance  
Approve Agenda as Published

**Tab 1 Presentations and Reports**

- |   |       |
|---|-------|
| a. Recognition of Retirees  | 1     |
| b. Introduction of Library Director   | 2 - 3 |
| c. Presentation of Audit for Fiscal Year Ending June 30, 2019 (see additional document) | 4 - 5 |

**Tab 2 Action Items**

- |  |         |
|--|---------|
| a. Initiate Process for Abolition of Fire Service Districts and Creation of New Fire Service Districts | 6 - 12  |
| b. Award of Architect Bid for EMS Facilities Project   | 13 - 14 |
| c. Scheduling of February (Pre-budget) Planning Session  | 15      |
| d. Public Hearing - Naming of Private Roads  | 16 - 23 |
| e. Appointments  | 24 - 28 |
| • Convention & Visitors Bureau   |         |
| • Aging Advisory Council   |         |
| • Safety & Wellness Committee  |         |

**Tab 3 Consent Agenda**

- |   |         |
|---|---------|
| a. Approve the minutes of the December 2, 2019 and December 17, 2019 meetings   | 29      |
| b. Approve the Department of Aging's submission of an application for 2020 Urgent Repair Program funds from the North Carolina Finance Agency | 30 - 37 |
| c. Approve contracts for non-emergency medical transportation for assisted living facility (Candii Homes)                                     | 38 - 47 |
| d. Approve late disabled veteran tax exclusions for Gail Ellison Alford Sands and William A. Goodman  | 48 - 77 |
| e. Approve tax refunds and releases as submitted  | 78 - 83 |
| f. Approve budget amendments as submitted   | 84 - 87 |
| g. Approve budget amendments as submitted   | 88 - 95 |

**Tab 4 Tax Appeals**

- |                    |         |
|--------------------|---------|
| • B&B Farm Service | 88 - 95 |
|                    | 96      |
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**County Manager's Reports**

**Public Comment Period (see policies and procedures in agenda)**

**99 - 100**

**Adjournment**

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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**ITEM ABSTRACT**

**ITEM NO.    1 (a)**

Meeting Date:    January 6, 2020     Information Only     Public Comment  
 Report/Presentation     Closed Session  
 Action Item     Planning/Zoning  
 Consent Agenda     Water District Issue

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**SUBJECT:**                      Recognition of Retirees

**DEPARTMENT:**              Governing Body

**PUBLIC HEARING:**          No

**CONTACT PERSON:**        Vice Chairperson Sue Lee

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

**ATTACHMENTS:**            None

**BACKGROUND:**

Retirees as of November & December, 2019:

- Patricia Burch, Cooperative Extension: October 1981 – November 2019
- Annie Fennell, Health: Nov 1993 – Dec 2003; November 2005 – December 2019
- Helen Kaleel, DSS: July 1992 – December 2019
- Olympia Lamb, DSS: June 1997 – November 2019
- Lethia Lee, Cooperative Extension: January 2012 – November 2019
- Debbie Tyson, Tax: August 1989 – December 2019

**RECOMMENDED ACTION OR MOTION:**

Present each retiree with a County plaque in recognition of her years of service to the County (Cooperative Extension also has a plaque for Patricia Burch who is retiring from CES with more than 10 years)

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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**ITEM ABSTRACT**

**ITEM NO.    1 (b)**

Meeting Date:    January 6, 2020                       Information Only                       Public Comment  
 Report/Presentation                       Closed Session  
 Action Item                                       Planning/Zoning  
 Consent Agenda                                       Water District Issue

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**SUBJECT:**                                      Introduction of Library Director

**DEPARTMENT:**                                      Governing Body

**PUBLIC HEARING:**                                      No

**CONTACT PERSON:**                                      County Manager Ed Causey to introduce Johnnie Pippin

**PURPOSE:**                                      To introduce the County's newly hired Library Director

**ATTACHMENTS:**                                      Press Release

**BACKGROUND:**

The County Manager will introduce Mr. Pippin, who will join the public library system on January 2, 2020.

**RECOMMENDED ACTION OR MOTION:**

Welcome Mr. Pippin



# Sampson County Local Government

## Press Release

For additional info, contact: Susan J. Holder, Assistant County Manager/PIO  
406 County Complex Road, Clinton NC 28328  
(910) 592-6308 office ■ (910) 260-0644 mobile ■ [susanh@sampsonnc.com](mailto:susanh@sampsonnc.com)

**For Immediate Release – December 4, 2019**

### **SAMPSON COUNTY SELECTS NEW LIBRARY DIRECTOR**

Sampson County has hired Johnnie Pippin of Smithfield, North Carolina as the new Director of the Sampson-Clinton Public Library System. Pippin is currently a Library Consultant and Data Specialist with the State Library of North Carolina in Raleigh, where he oversees facets of the NC Cardinal program, a consortium of North Carolina public libraries focused on resource sharing via an online catalog and integrated library system (ILS). Pippin has more than 20 years of library experience, including work within the public library systems in Wayne and New Hanover counties and with the North Carolina State and UNC-Wilmington university libraries. Pippin earned his Masters in Library Science (with a concentration in Special Libraries/Public Libraries) from North Carolina Central University and his Bachelor of Arts degree in Psychology from UNC-Wilmington.

“Mr. Pippin’s knowledge of library administration - including collection development, circulation and reference, grants and budgeting – as well as his management experience will serve our library system well,” stated County Manager Ed Causey. “However, we were most drawn to Mr. Pippin’s collaborative relationships with the community of stakeholders in the NC Cardinal consortium and his experiences helping library systems and their local governments resolve critical issues and reach or exceed their goals. The ability to build and maintain effective relationships is an integral part of customer-service driven local government departments.”

Pippin will assume the reins of the library system at the J. C. Holliday main branch on January 2, 2020.

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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**ITEM ABSTRACT**

**ITEM NO. 1 (c)**

Meeting Date: January 6, 2020	<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:** Presentation of the Audit for Fiscal Year Ending June 30, 2019

**DEPARTMENT:** Finance

**PUBLIC HEARING:** No

**CONTACT PERSON(S):** David Clack, Finance Officer  
Wade Green, W. Green, PLLC

**PURPOSE:** To consider approval of audit for fiscal year ending June 30, 2019

**ATTACHMENTS:** Audit document provided as a separate document

**BACKGROUND:**

Wade Green of W. Green, PLLC will present the Board with the audit for fiscal year ending June 30, 2019. The audit has been submitted to the Local Government Commission for their approval.

**RECOMMENDED ACTION OR MOTION:**

Accept and approve the audit subject to subsequent approval by the Local Government Commission



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

*MEMORANDUM*

**TO:** Board of Commissioners

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

**DATE:** December 18, 2019

**SUBJECT:** Audit for Fiscal Year Ended June 30, 2019

Enclosed please find the Sampson County audit for the fiscal year ended June 30, 2019. This audit has been forwarded to the Local Government Commission.

We respectfully request that the Board accept the audit.

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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**ITEM ABSTRACT**

**ITEM NO. 2 (a)**

Meeting Date: January 6, 2020

<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:** Initiate Process for Abolition of Fire Service Districts and Creation of New Fire Service Districts

**DEPARTMENT:** Legal

**PUBLIC HEARING:** No

**CONTACT PERSON(S):** Joel Starling, County Attorney

**PURPOSE:** To consider the recommendations of the Fire Commission to begin the process of creating new fire districts

**ATTACHMENTS:** Resolution, Map, Budget Amendment

**BACKGROUND:**

The Fire Commission has recommended certain actions to restructure our fire districts, which, as you may recall, were established by several different methods. In order to complete the restructure, they have recommended certain actions, which the County Attorney will review.

**RECOMMENDED ACTION OR MOTION:**

- (1) Adopt the enclosed resolution instructing staff to schedule and notice the required public hearings; and
- (2) Approve the budget amendment that will enable staff to complete the required mailings



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

**MEMORANDUM**

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**TO:** Susan Holder  
**FROM:** Joel Starling  
**DATE:** December 19, 2019  
**RE:** Abolition of Existing County Fire Service Districts and Creation of New Fire Service Districts

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The Sampson County Fire Commission (“Fire Commission”) has unanimously voted to recommend the following actions by the Sampson County Board of Commissioners (“Board”):

1. The Board abolish all existing county fire service districts pursuant to G.S. 153A-306;
2. The Board create 20 new county fire service districts pursuant to G.S. 153A-302, as depicted on the enclosed map;
3. The Board modify the existing fire response district boundaries to coincide with the new county fire service districts, as depicted on the enclosed map.

In order to abolish the existing county fire service districts, the Board must first hold a public hearing and must publish notice of the hearing at least once not less than one week before the date of the hearing.

In order to create new county fire service districts, the Board must, among other things, (a) hold a public hearing before adopting a resolution defining a new service district, (b) publish notice of the hearing at least once not less than one week before the date of the hearing, (c) mail notice of the hearing to all property owners within the proposed district at least four weeks before the date of the hearing, and (d) cause a report containing certain information about the proposed district to be created and made available for public inspection for at least four weeks before the date of the public hearing.

If the Board wishes to begin the process of abolishing the existing county fire service districts and creating new districts, as recommended by the Fire Commission, it should adopt a resolution instructing staff to schedule and notice the required public hearings at a later date, to be selected by staff, and begin preparing the report required by G.S. 153A-302(b). The Board will also need to adopt a budget amendment that will enable staff to complete the report and the required mailings.

Materials:

1. Resolution directing staff to complete the required report and notices;
2. Map depicting the proposed county fire service districts;
3. Budget amendment.

## RESOLUTION

WHEREAS, the Sampson County Fire Commission (“Fire Commission”) has unanimously recommended that the Sampson County Board of Commissioners (“Board”) (a) abolish all existing county fire service districts, (b) create twenty (20) new county fire service districts, as depicted on the attached map, and (c) modify the existing fire response district boundaries to coincide with the new county fire service districts; and

WHEREAS, the Board wishes to consider the recommendations of the Fire Commission at a later date; and

WHEREAS, N.C. Gen. Stat. § 153A-306 requires the Board to hold a public hearing before abolishing a service district and publish notice of the hearing at least once not less than one (1) week before the date of the hearing; and

WHEREAS, N.C. Gen. Stat. § 153A-302(c) requires the Board to hold a public hearing before creating a service district, publish notice of the hearing at least once not less than one (1) week before the date of the hearing, and mail notice to those owners of property located within the district as shown on the county tax records as of the preceding January 1; and

WHEREAS, N.C. Gen. Stat. § 153A-302(b) requires the Board to cause a report to be prepared containing certain information about the proposed service districts prior to creation thereof, which report shall be available for public inspection in the office of the Clerk to the Board for at least four (4) weeks before the date of the public hearing required by N.C. Gen. Stat. § 153A-302(c);

NOW, THEREFORE, be it Resolved that:

1. Staff shall, in accordance with the requirements of N.C. Gen. Stat. § 153A-306, schedule and notice a public hearing regarding the proposed abolition of the county’s existing fire service districts at a future meeting of the Board, to be determined by staff.
2. Staff shall, in accordance with the requirements of N.C. Gen. Stat. § 153A-302(c), schedule and notice a public hearing regarding the proposed creation of twenty (20) new county fire service districts, as depicted on the attached map, at a future meeting of the Board, to be determined by staff. Sampson County Tax Administrator Jim Johnson is hereby designated as the person who shall mail the required notices and certify to the Board that the mailing has been completed.
3. Staff shall, in accordance with the requirements of N.C. Gen. Stat. § 153A-302(b), prepare a report containing the information required by N.C. Gen. Stat. § 153A-302(a) & (b), for each of the proposed county fire service districts and shall make the reports available for public inspection in the office of the Clerk to the Board for at least four (4) weeks before the date selected and noticed for the public hearing.

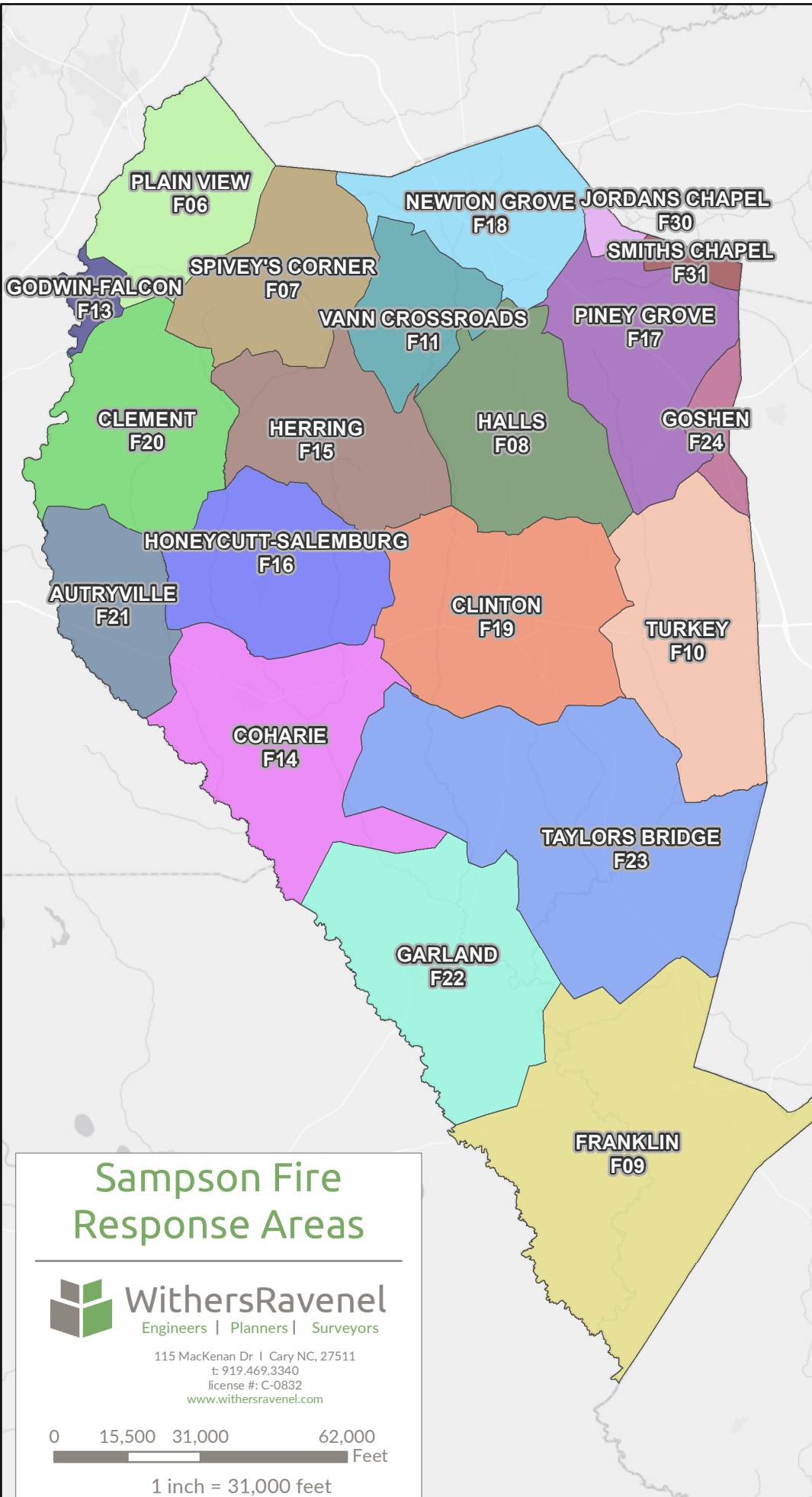
Adopted the 6th day of January, 2020.

By:

\_\_\_\_\_  
CLARK H. WOOTEN, Chairman,  
Sampson County Board of Commissioners

ATTEST:

\_\_\_\_\_  
SUSAN J. HOLDER, Clerk to the  
Sampson County Board of Commissioners



**Sampson Fire Response Areas**

**WithersRavenel**  
 Engineers | Planners | Surveyors

115 MacKenan Dr | Cary NC, 27511  
 t: 919.469.3340  
 license #: C-0832  
 www.withersravenel.com

0 15,500 31,000 62,000 Feet  
 1 inch = 31,000 feet

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

FROM: David K. Clack, Finance Officer  
 TO: Sampson County Board of Commissioners  
 VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2019-2020

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

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11141400-544000	Contract services	30,000.00	
11999000-509700	Contingency		30,000.00

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
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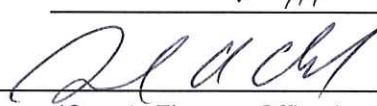
2. Reason(s) for the above request is/are as follows:

To allocate funds for fire district mapping project. We will be contacting all land owners throughout the County and calculating the real and personal property values in the new districts.

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

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 20 19  
  
 \_\_\_\_\_  
 (County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

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

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

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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**ITEM ABSTRACT**

**ITEM NO. 2 (b)**

Meeting Date: January 6, 2020

<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:** Award of Architect Bid for EMS Facilities Project

**DEPARTMENT:** Administration

**PUBLIC HEARING:** No

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

**PURPOSE:** To award the bid for architectural/engineering services for the EMS Facilities project

**ATTACHMENTS:** Project Timeline

**BACKGROUND:**

As reported in our recessed meeting of December 17, 2019, the EMS Facilities Development Team has reviewed the 11 proposals submitted in response to the County's RFQ for architectural and engineering services related to our EMS Facilities project. After review, four firms were selected for interview on January 2-3, and by the date of the Board meeting, staff will be prepared to offer their recommendation for the award of the contract.

As you are aware, we are on a tight timetable for the project (attached), so it is imperative that we negotiate and execute the contract with a firm as soon as possible to give them time to update the programming and cost estimates for our pursuit of additional grant dollars.

**RECOMMENDED ACTION OR MOTION:**

Award bid to recommended firm and authorize staff to negotiate and execute the contract for services

November 2019	Grant Awarded by OSBM	<ul style="list-style-type: none"> <li>• Clock starts on timeline to expend funds by 6/2021</li> <li>• \$100,000 advanced for site development, etc.</li> </ul>
November 26, 2019	RFP issued for project architect	<ul style="list-style-type: none"> <li>• Architect bids due 12/17/19</li> <li>• Bids reviewed 12/19-2019</li> <li>• Firms interviewed 1/2-3/20</li> </ul>
December 17, 2019	Board of Commissioners Mtg	<ul style="list-style-type: none"> <li>• Seeking BOC approval for contract with Mission Critical</li> <li>• Seeking approval for Public Works Director to begin site development work</li> </ul>
January 6, 2020	Architect Bid Awarded IT Consultant Contract Approved	<ul style="list-style-type: none"> <li>• Seeking BOC approval for bid award, and authorization to negotiate and sign architect contract.</li> <li>• Public Works Director completes site development activities: surveys, Phase I environmental, and soil borings if needed</li> </ul>
February 1, 2020	Deadline for updated cost estimate and programming	<ul style="list-style-type: none"> <li>• Needed for application for NC911 PSAP funding and other funding sources</li> <li>• Architect will need 3 months for plan development, along with IT consultant</li> </ul>
February 2020	Applications submitted to additional funding sources	<ul style="list-style-type: none"> <li>• USDA, potentially</li> <li>• Golden Leaf applications for Matthew/Florence/Dorian impacted counties reviewed in the Hazard Mitigation category (rolling application reviews and notifications)</li> </ul>
March 2020	Mandated Applicant Seminar w/NC 911 Board	<ul style="list-style-type: none"> <li>• Final application details provided to potential applicants</li> </ul>
June 1, 2020	Final plans and specifications must be completed  Deadline for completion of NC 911 PSAP funding application	<ul style="list-style-type: none"> <li>• Final plans and specs are required for the NC 911 application and presentation to NC 911 Board</li> <li>• Final plans and specs needed for state/federal plan approvals and permits obtained by August</li> </ul>
Late July/early August 2020	NC 911 PSAP Funding Award Notifications	<ul style="list-style-type: none"> <li>• Decisions to be made if funding is inadequate for project</li> </ul>
Fall 2020	Construction Bidding	<ul style="list-style-type: none"> <li>• Bids should be scheduled to allow for construction to begin no later than October 2020</li> </ul>
October 2020	Construction Begins	<ul style="list-style-type: none"> <li>• Construction likely to take 15-18 months; will expend OSBM funding first</li> </ul>



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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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**ITEM ABSTRACT**

**ITEM NO. 2 (c)**

Meeting Date: January 6, 2020

<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:** Scheduling of Annual Planning Sessions

**DEPARTMENT:** Administration/Governing Body

**PUBLIC HEARING:** No

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

**PURPOSE:** To schedule annual pre-budget work sessions

**ATTACHMENTS:** None

**BACKGROUND:**

It is time to schedule dates for the annual pre-budget work session. We would suggest selecting three days to give us adequate time to schedule all the necessary sessions. We will, in turn, attempt to accomplish our work in the shortest time possible. Our recommended dates are: February 18, February 19, February 26 or February 27. The school superintendents are unavailable February 11-15, and staff have other commitments on February 20<sup>th</sup>.

**RECOMMENDED ACTION OR MOTION:**

Schedule work sessions as Board desires

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**SAMPSON COUNTY**  
**BOARD OF COMMISSIONERS**

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<b>ITEM ABSTRACT</b>	<b>ITEM NO.</b>	<b>2 (d)</b>
Meeting Date: January 6, 2020	<input type="checkbox"/> Information Only	<input checked="" type="checkbox"/> Public Comment
	<input type="checkbox"/> Report/Presentation	<input type="checkbox"/> Closed Session
	<input checked="" type="checkbox"/> Action Item	<input type="checkbox"/> Planning/ Zoning
	<input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Water District Issue

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**SUBJECT:** Public Hearing – Naming of Private Roads

**DEPARTMENT:** Emergency Management (Addressing)/ Administration

**PUBLIC HEARING:** Yes

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

**PURPOSE:** To receive public input on the naming of certain private roads

**ATTACHMENTS:** Memo

**BACKGROUND:**

We have duly advertised this public hearing to receive comments on the recommendations of the Road Naming Committee with regard to the names of certain private roads:

SR-2 (temporary designation by State) (formerly PVT 24AUT-7154)	Leavy Faircloth Road
--	----------------------

PVT 421N 7093 171	Pepper Lane
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**RECOMMENDED ACTION OR MOTION:**

Name private roads as recommended

# 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, January 6, 2020 in the County Auditorium, Sampson County Complex, Building A to consider public input on the naming of the following private roads:

## PVT ROAD CODE

SR-2 (*temporary state road code, Formerly PVT 24AUT-7154*)

PVT 421N 7093 171

## PVT ROAD CODE

Leavy Faircloth Road

Pepper 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)

NORTH CAROLINA'S  
**SAMPSON COUNTY**  
OFFICE OF EMERGENCY SERVICES

**MEMORANDUM:**

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

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

**DATE:** December 19, 2019

**SUBJECT:** Public Road Name/Leavy Faircloth Rd

Due to the Hwy 24 widening project in Sampson County, the access/right of way for private lane, Leavy Faircloth LN (formerly PVT 24AUT-7154), has been altered from its previous location. This newly constructed, dead end road now intersects off Autryville Rd (SR 1233) at the block range of 7777. This new road is now maintained by NCDOT and is currently awaiting the assignment of a permanent State Road identification number. Please refer to the enclosed email from the NCDOT, regarding the temporary state road number of SR-2.

Due to the E911 Emergency Services system, the E911 Road Naming Committee members have discussed the need for naming and readdressing this new state road. The Committee's recommendation is to retain the name, Leavy Faircloth Rd (temporarily referenced as SR-2) and reassign any street numbers on this public road.

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.

Enclosures:



107 Underwood Street | Clinton, NC 28328

OFFICE: (910) 592-8996 | FAX: (910) 592-5383

## Ronald Bass

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**From:** Jackson, John K <jk.jackson@ncdot.gov>  
**Sent:** Wednesday, December 18, 2019 8:58 AM  
**To:** Ronald Bass; Prentice Madgar; Jerry Cashwell  
**Cc:** Eason, D. Keith; Tew, Nathan H; Bradshaw, Christopher K; Fowler, Allen R  
**Subject:** NC 24 @ SR 1233 (Autryville RD.)Sampson Co. (Autryville)  
**Attachments:** R2303B SR-2 Plan Sheet 1.pdf

Ronald,

As per our previous conversations in regard to dead end road off of SR 1233 (Autryville Rd.) that runs parallel to four lane NC 24 (Project #2303B). Attached are the plan sheets with the route in question. Within the plan sheets the route during construction and at this time is designated SR-2.

SR-2 is within NCDOT right of way and will be maintained by NCDOT. Right of way line is noted on plan sheets. District/Resident Engineers office is currently in process of designating SR-2 to a common SR route number (Permanent NCDOT identification). District/Resident Engineers office is processing this need with the assistance of NCDOT right of way unit and road inventory unit. I do not have a timeline of completion of designation but we will advise you and your staff when completed.

Please do not hesitate to call or email me if you have any questions or concerns.

**Keith Jackson, CPESC**  
County Maintenance Engineer  
Div 3 Sampson County  
North Carolina Department of Transportation

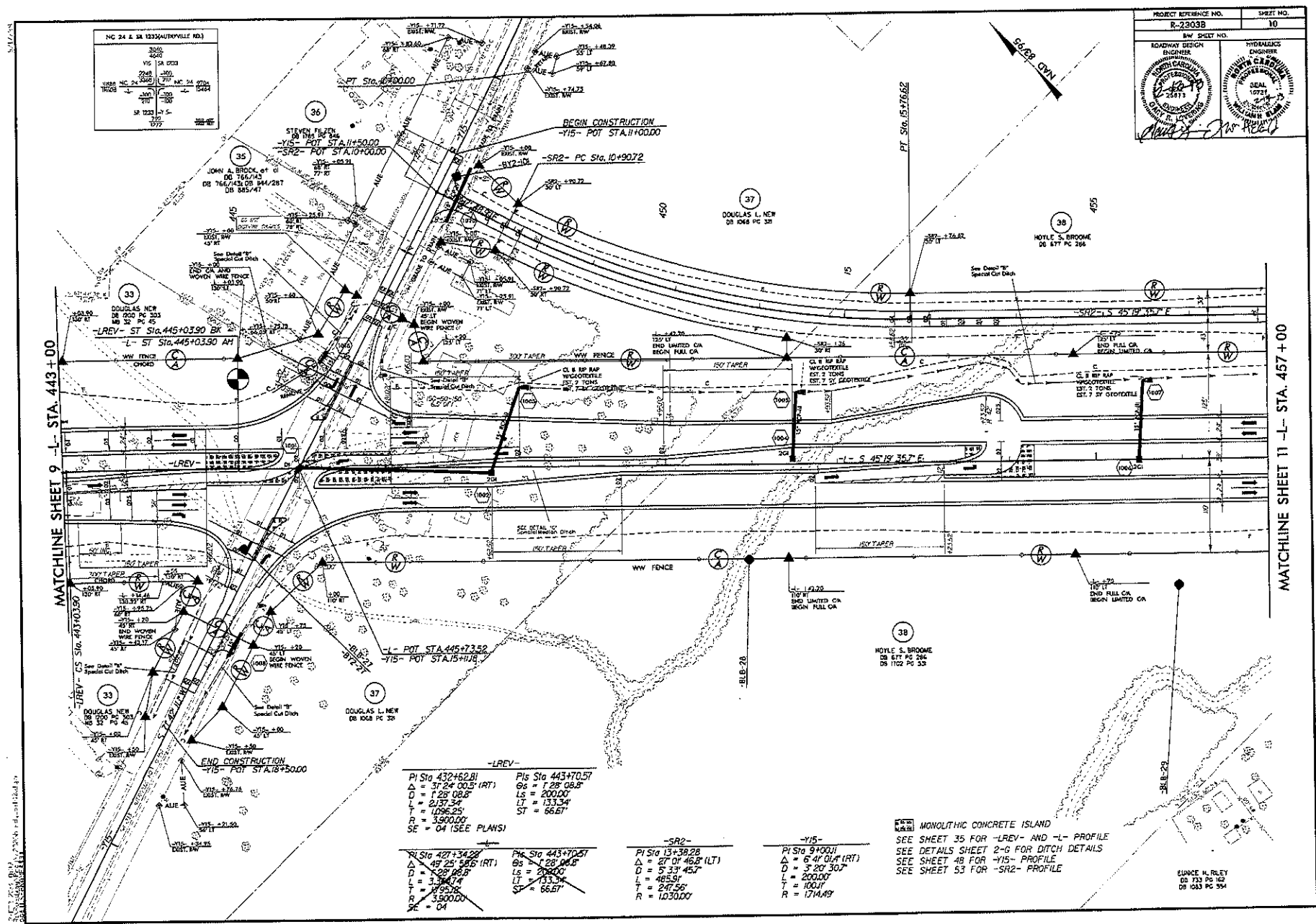
910 682-5160 office  
910 592 3449 fax  
[jk.jackson@ncdot.gov](mailto:jk.jackson@ncdot.gov)

220 North Blvd  
Clinton NC 28328



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Email correspondence to and from this sender is subject to the N.C. Public Records Law and may be disclosed to third parties.



NC 24 & SR 1233A (ATKINSVILLE RD)

3300	3300
3400	3400
3500	3500
3600	3600
3700	3700
3800	3800
3900	3900
4000	4000
4100	4100
4200	4200
4300	4300
4400	4400
4500	4500
4600	4600
4700	4700
4800	4800
4900	4900
5000	5000

PROJECT REFERENCE NO.	SHEET NO.
R-2303B	10
RAW SHEET NO.	
ROADWAY DESIGN ENGINEER	HYDRAULICS ENGINEER
DATE: 10/21/93	
DRAWN BY: JAW	

**-LRE-**

PI Sta 432+62.81	PIs Sta 443+70.57
Δ = 37° 24' 00.5" (RT)	Δs = 1° 28' 08.8"
D = 1,228' 08.8"	LS = 200.00'
L = 2,137.34'	LT = 133.34'
T = 1,096.25'	ST = 66.67'
R = 3,900.00'	
SE = 04 (SEE PLANS)	

PI Sta 421+34.28	PIs Sta 443+70.57
Δ = 47° 25' 55.6" (RT)	Δs = 2° 00' 00.0"
D = 752' 00.0"	LS = 200.00'
L = 3,364.74'	LT = 133.34'
T = 1,957.25'	ST = 66.67'
R = 3,900.00'	
SE = 04	

**-SR2-**

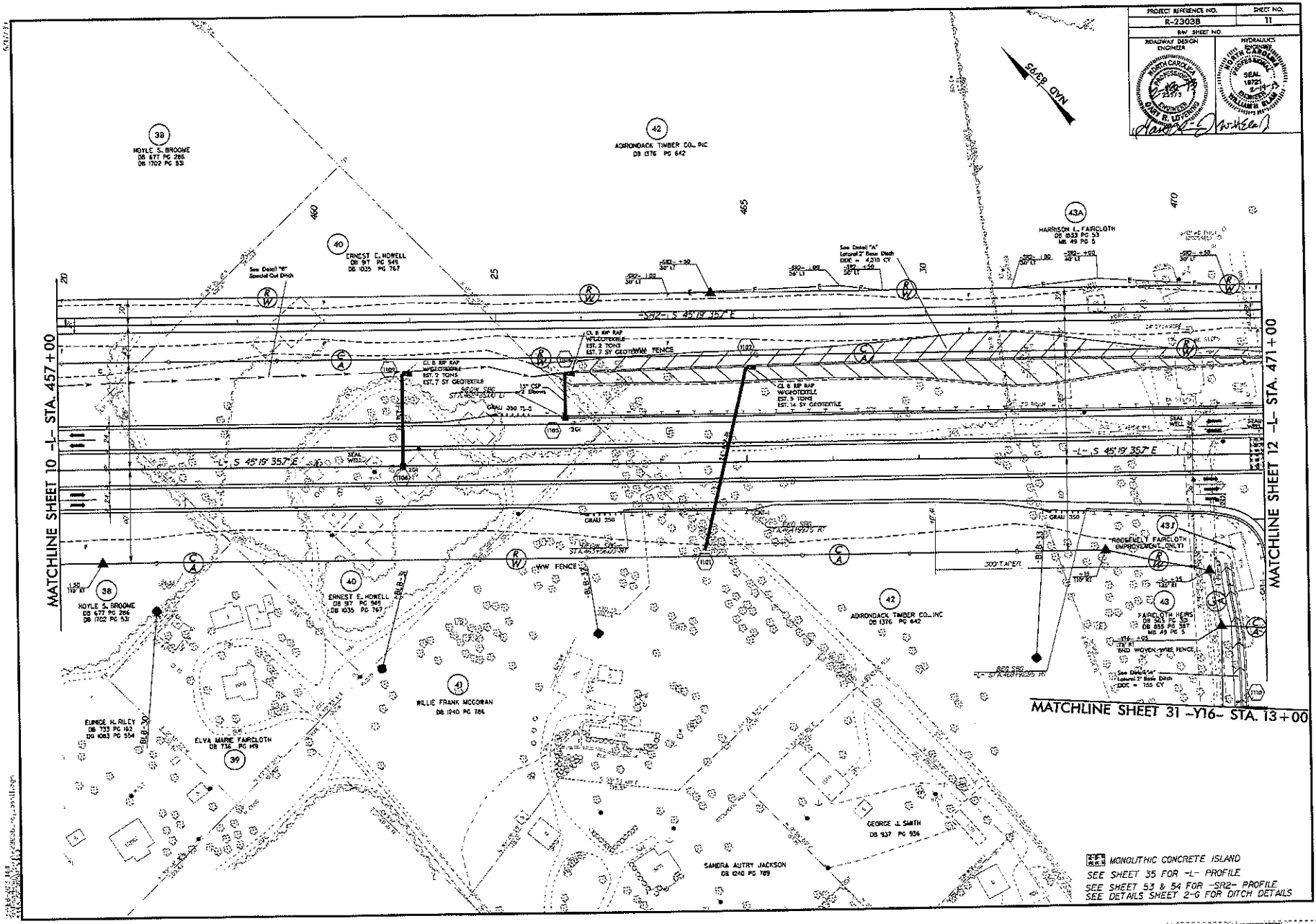
PI Sta 13+39.28
Δ = 27° 01' 45.8" (LT)
D = 5' 33' 45.7"
L = 485.91'
T = 247.56'
R = 1230.00'

**-YIS-**

PI Sta 9+00.11
Δ = 6° 41' 01.1" (RT)
D = 3' 20' 30.7"
L = 200.00'
T = 100.00'
R = 1714.89'

MONOLITHIC CONCRETE ISLAND  
 SEE SHEET 35 FOR -LRE- AND -L- PROFILE  
 SEE DETAILS SHEET 2-G FOR DITCH DETAILS  
 SEE SHEET 48 FOR -YIS- PROFILE  
 SEE SHEET 53 FOR -SR2- PROFILE

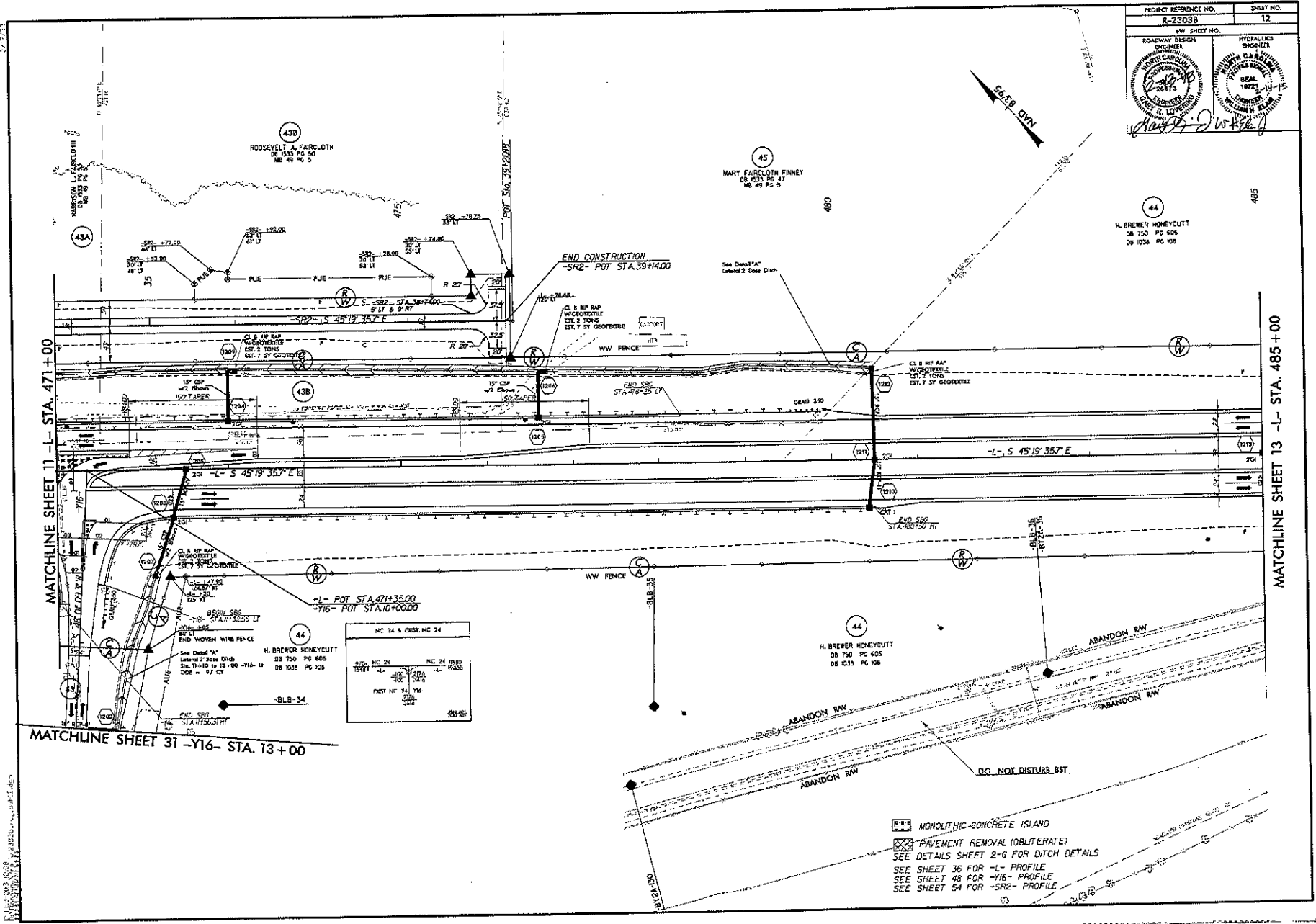
SPENCE H. RILEY  
 DB 713 PG 122  
 DB 1033 PG 354



PROJECT REFERENCE NO. R-23038	SHEET NO. 11
REV. SHEET NO.	
ROADWAY DESIGN ENGINEER DAVID CARROLL 25975 1972	HYDRAULICS ENGINEER DAVID CARROLL 25975 1972

MONOLITHIC CONCRETE ISLAND  
SEE SHEET 35 FOR -L- PROFILE  
SEE SHEET 53 & 54 FOR -SR2- PROFILE  
SEE DETAILS SHEET 2-6 FOR DITCH DETAILS

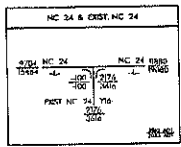
PROJECT REFERENCE NO. R-2303B	SHEET NO. 12
SHEET NO.	
ROADWAY DESIGN ENGINEER CIVIL ENGINEER STATE OF TEXAS GARY L. LUTHEGGER	
HYDRAULIC ENGINEER STATE OF TEXAS WILLIAM W. BRYAN	



MATCHLINE SHEET 11 -L- STA. 471 + 00

MATCHLINE SHEET 13 -L- STA. 485 + 00

MATCHLINE SHEET 31 -Y16- STA. 13 + 00




- MONOLITHIC-CONCRETE ISLAND
- PAVEMENT REMOVAL (OBLITERATE)
- SEE DETAILS SHEET 2-G FOR DITCH DETAILS
- SEE SHEET 36 FOR -L- PROFILE
- SEE SHEET 48 FOR -Y16- PROFILE
- SEE SHEET 54 FOR -SR2- PROFILE



NORTH CAROLINA'S  
**SAMPSON COUNTY**  
OFFICE OF EMERGENCY SERVICES

**MEMORANDUM:**

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

**FROM:**  Ronald Bass, Emergency Management

**DATE:** December 9, 2019

**SUBJECT:** Private Road Name/Public Hearing Request

The Road Naming Committee members have reviewed road name suggestions for the following pending private road. The Committee's recommendation has been listed below:

PVT 421N 7093 171          Pepper 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.



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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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**ITEM ABSTRACT**

**ITEM NO.    2 (e)**

Meeting Date: January 6, 2020	<input type="checkbox"/> Information Only <input type="checkbox"/> Report/Presentation <input checked="" type="checkbox"/> Action Item <input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Public Comment <input type="checkbox"/> Closed Session <input type="checkbox"/> Planning/Zoning <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

Convention and Visitors Bureau

The CVB requests the appointment of Joel Rose to fill the expired term of the position held by Chris Driver. They request the term expiration be set at June 30, 2022.

Mid Carolina Aging Advisory Board

Jacqueline Howard has resigned from the Aging Advisory Board. The Department of Aging has recommended the appointment of Donna Landes, whom you may recall was an alternate candidate for appointment when Ms. Howard was appointed. Ms. Howard has also provided a potential appointee, Louie Boykin.

Safety and Wellness Committee

The membership of the County's Safety Committee is guided by the Safety Policy adopted by the Board and the North Carolina Administrative Code. The committee is currently working to reorganize the membership of the committee pursuant to those requirements, but in the meantime has recommended that a permanent position be added: the County's Facilities Maintenance Superintendent (or a Public Works representative as designated by the Public Works Director). Note: The appointment is by a position rather than an individual to ensure continuity on the committee by a representative of the department that is most likely to be involved in repairs to buildings and grounds for safety purposes.



**DATE:** 27 November 2019

**TO:** Mrs. Sue Lee, Vice Chair, Sampson County Board of Commissioners  
VIA: Ed Causey, County Manager  
Susan Holder, Assistant County Manager

**FROM:** Sheila Barefoot, CVB Executive Director

**SUBJECT:** CVB Board Appointment

This letter is to advise that the CVB Board has had an open director position since June 2019.

The CVB Board would like to recommend that Mr. Joel Rose be appointed to fill the expired term of the position originally held by Mr. Chris Driver, subject to consideration and approval by the BOC. Mr. Rose’s knowledge of Sampson County and its history, a key player with the Friends of the Sampson County Waterways and very enthusiastic regarding tourism would make him a valuable CVB Board Member.

Since the open position term expired on June 30, 2019, the CVB Board requests that the appointment of a replacement be made and keep with the current roll off for the board, thus making the term expiration date June 30, 2022.

If you should have any questions or require additional information, please contact me at 910-592-2557 or [sbarefoot@visitsampsonnc.com](mailto:sbarefoot@visitsampsonnc.com). Mr. Rose’s contact information is below:

**CONTACT INFORMATION:**

Mr. Joel Rose  
412 Butler Dr.  
Clinton, NC 28328  
H) 910-592-2002 and c) 910-9904472  
[joelwarrickrose@gmail.com](mailto:joelwarrickrose@gmail.com)

Thank you for all you do for the Sampson County Convention and Visitors Bureau.

Sincerely

Sheila Barefoot  
CVB Executive Director

C: CVB Board of Directors

## Susan Holder

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**Subject:** FW: AAC vacancy

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**From:** Tracy Honeycutt <thoneycutt@mccog.org>  
**Sent:** Wednesday, December 11, 2019 3:47 PM  
**To:** Richard Carr <rcarr@sampsonnc.com>  
**Cc:** Susan Holder <susanh@sampsonnc.com>  
**Subject:** AAC vacancy

Jacqueline Howard notified me by phone that she had accepted a new job and needed to resign from the Mid-Carolina Aging Advisory Council. She indicated that she would not be able to attend meetings due to her work schedule. I requested that she send a letter of resignation to Sampson County Board of Commissioners.

Sampson County Department of Aging has recommended Donna Landes to fill the vacancy and the Aging Advisory Council Members approved of the recommendation at their December meeting.

Donna Landes  
601 Woodrow Street  
Clinton NC 28328  
910-990-5646

***Tracy Honeycutt, CPRP/CRS-A/D  
Area Agency on Aging Director  
Mid-Carolina Council of Governments  
P O Drawer 1510  
Fayetteville, NC 28302  
Phone: (910) 323-4191 x27  
Fax: (910) 323-9330  
Email: [thoneycutt@mccog.org](mailto:thoneycutt@mccog.org)***

Jacqueline Howard  
191 Pridgen Lane  
Clinton, North Carolina 28328  
December 2, 2019

Sampson County Administration Office  
E. Causey, County Manager  
406 County Complex  
Clinton, North Carolina 28328

Dear Mr. Causey:

There has been a change in my availability to complete my term as Sampson County representative with the Mid-Carolina Area Advisory on Aging. Please accept this letter as an official notice of resignation and my apology for leaving you with this vacancy. However, I do have a replacement recommendation. Clinton resident, Louie Boykin, would be an excellent candidate:

Baldwin Branch Missionary Baptist Church (910) 645-2396  
Pastor Louie Boykin  
1642 Baldwin Branch Church Road  
Elizabethtown, North Carolina 28337

Respectfully submitted,

Jacqueline Howard

NORTH CAROLINA'S  
SAMPSON COUNTY  
OFFICE OF EMERGENCY SERVICES

**MEMORANDUM:**

**TO:** Susan Holder, Assistant County Manager  
**FROM:** Joshua Deaver, Health and Safety Committee Co-Chair  
**DATE:** December 18, 2019  
**SUBJECT:** Additional Appointee to the Health and Safety Committee

The Safety Committee met this morning and voted to recommend the Board of Commissioners appoint an additional permanent member to the health and safety committee. It is the committee's recommendation that the Facilities Maintenance Superintendent or other Public Works representative designated by the Public Works Director, be appointed to the committee.

The safety committee is currently comprised of five appointed members and six elected, non-managerial members. The North Carolina Administrative Code allows for the appointment of up to six appointed members. The committee is currently working to reorganize the membership of the committee to ensure all applicable state laws and regulations are being followed. It is our goal to ensure all county employees are adequately represented in this committee and we believe the appointment of a public works representative will further this goal.

Do not hesitate to call should you have any questions

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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**ITEM ABSTRACT**

**ITEM NO.     3**

Meeting Date:    January 6, 2020	<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
	<input type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
	<input checked="" type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue

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**SUBJECT:**                                Consent Agenda

**DEPARTMENT:**                        Administration/Multiple Departments

**ITEM DESCRIPTIONS/ATTACHMENTS:**

- a. Approve the minutes of the December 2, 2019 and December 17, 2019 meetings
- b. Approve the Department of Aging’s submission of an application for 2020 Urgent Repair Program funds from the North Carolina Finance Agency
- c. Approve contracts for non-emergency medical transportation for assisted living facility (Candii Homes)
- d. Approve late disabled veteran tax exclusions for Gail Ellison Alford Sands and William A. Goodman
- e. Approve tax refunds and releases as submitted
- f. 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, December 2, 2019, in the County Auditorium, 435 Rowan Road in Clinton, North Carolina. Members present: Chairman Clark Wooten, Vice Chairperson Sue Lee, and Commissioners Thaddeus Godwin, Jerol Kivett, and Harry Parker.

Chairman Wooten called the meeting to order and acknowledged Vice Chairperson Lee who then called on Assistant County Manager Susan Holder for the invocation. Vice Chairperson Lee then acknowledged the Wellie Jackson family to lead the Pledge. The Board recognized the Jackson family for raising turkeys that recently participated in the annual Presidential Thanksgiving Turkey Pardon ceremony.

### **Approval of Agenda**

Upon a motion made by Commissioner Godwin and seconded by Commissioner Parker, the Board voted unanimously to approve the agenda with the following changes: Item 3 (j) Sheriff's Office budget amendment and Legal Department budget amendment were added; Item 2 (Action Items) Reverse 911 Report.

### **Item 1: Organization of the Board**

County Manager Ed Causey conducted the election for Chairman. Commissioner Sue Lee nominated Commissioner Clark Wooten. There were no other nominations. The Board voted unanimously to elect Commissioner Clark Wooten as Chairman. Newly-elected Chairman Wooten conducted the election for Vice Chairman. Commissioner Parker nominated Commissioner Sue Lee. There were no other nominations. Upon a motion made by Commissioner Kivett and seconded by Commissioner Godwin, the Board voted to close the floor for nominations. The Board voted unanimously to elect Commissioner Sue Lee as Vice Chairperson.

### **Walk-On Item: Presentation**

(Walk On) Sampson County Alert Assistant Telecommunications Manager Cliff Brown provided an overview of Sampson County Alert, a mass notification system for weather and emergency information (often called reverse 911). Mr. Brown informed the Board that the vendor for the system was accepting registration for all residents, with a go live date of January 1, 2020. Sampson County Alert is a free service that allows individuals to sign up for notifications sent from state and local authorities, keeping



residents and travelers informed of potentially hazardous situations involving weather, traffic and other emergencies. Mr. Brown noted certain features, such as polling response, instant weather notifications, etc.

**Item 2: Action Items**

Appointments – Health Advisory Board Upon a motion made by Vice Chairperson Lee and seconded by Chairman Wooten, the Board voted unanimously to reappoint Robert Butler, Jacqueline Howard, and Allie Ray McCullen, and to appoint Cassie Faircloth, Yire Hernandez, and Cynthia Swindall to the Health Advisory Board.

Appointments – SEDC Executive Committee Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Kivett, the Board voted unanimously to appoint Stephen Barrington to the SEDC executive committee seat.

Appointments – Airport Advisory Board Upon a motion made by Vice Chairperson Lee and seconded by Chairman Wooten, the Board voted unanimously to appoint Jerol Kivett to the Airport Advisory Board, replacing Andy Jackson.

Appointments – Fire Commission Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Kivett, the Board voted unanimously to reappoint Clark Wooten, Ronald Bass, Jerry Cashwell, Billy Lockamy, Chief Ken Jackson, Chief George McGill, and Chief Anthony Troublefield to the Fire Commission.

Appointments – Transportation Advisory Board Upon a motion made by Vice Chairperson Lee and seconded by Chairman Wooten, the Board voted unanimously to appoint Ashley Honeycutt, Trey Godwin, Cliff Ireland, and Becky Spell-Vann to the Transportation Advisory Board.

Appointments – Juvenile Crime Prevention Council Upon a motion made by Vice Chairperson Lee and seconded by Chairman Wooten, the Board voted unanimously to appoint Alicia Brophy, Mary Britt, Amy Drozda, and Christina Dixon to the Juvenile Crime Prevention Council, and Nicole Kornegay as the new DSS representative.

**Item 3: Consent Agenda**

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

- a. Approved the minutes of the November 4, 2019 meeting
- b. Adopted a resolution supporting National Radon Action Month in January 2020 (Copy filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_.)

- c. Approved the Department of Aging’s submission of an application for United Way funding in the amount of \$15,000 for construction of wheelchair ramps (Copy filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_.)
- d. Approved the amended Sampson County Planning Board Rules of Procedure (Copy filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_.)
- e. Approved the lease of agriculture tracts for the period December 1, 2019 – November 30, 2020 to Mac Sutton for farming purposes (Copy filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_.)
- f. Approved the Conflicts of Interest and Gift Policy Governing Procurements Paid for by Federal and State Funds (Copy filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_.)
- g. Adopted the Capital Project Ordinance Concerning Emergency Management Facilities Construction (Copy filed in Ordinance Book \_\_\_\_ Page \_\_\_\_.)
- h. Authorized submission of an application for Essential Single Family Rehabilitation Program (ESFR20) Grant Funding (Copy filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_.)
- i. Approved tax refunds and releases as submitted:

#9148	Johnathon Vilardo	\$117.98
#9141	Donald Zoldak	\$125.72
#9144	Gavin Matthis	\$116.92
#9149	Francisca Lizardo	\$294.46
Tax Release	Hunter Capps	\$251.75
Tax Release	Aaron Brooks	\$152.35
Tax Release	David Jones, Jr.	\$283.04
Tax Release	Somerset Capital Group, LTD	\$191.28
Tax Release	William Goodrich	\$2079.91

- j. Approved budget amendments as submitted:

<b><u>EXPENDITURE</u></b>		Exposition Center		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
62998610	544008	Contract Services – Other	\$10,000.00	

<b><u>REVENUE</u></b>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
62939861	408903	Contract Services – Other	\$10,000.00	

<b><u>EXPENDITURE</u></b>		Family Planning		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
12551640	529700	Lab Supplies	\$1,594.00	
12551640	526201	Department Supplies Equipment	\$4,642.00	
12551640	544000	Contract Services	\$12,960.00	

<b><u>REVENUE</u></b>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
12535164	404000	State Assistance	\$19,196.00	
<b><u>EXPENDITURE</u></b>				
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11141300	599900	Disaster Recovery Costs	\$150,000.00	
<b><u>REVENUE</u></b>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
111033010	402605	Federal FEMA Funds Disaster	\$150,000.00	
<b><u>EXPENDITURE</u></b>				
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
02558800	526200	Nutrition – Dept Supplies	\$100.00	
02558670	524100	Home Repairs – Materials	\$50.00	
02558810	526200	Family Caregiver PRG-Dept Supplies	\$100.00	
<b><u>REVENUE</u></b>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
02035880	408401	Nutrition – Donations	\$100.00	
02035867	408401	Home Repairs – Donations	\$50.00	
02035881	408401	Family Caregiver Prg – Dept Supplies	\$100.00	
<b><u>EXPENDITURE</u></b>				
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
Code TBD		EM Facilities Capital Project Construction	\$2,600,000.00	
Code TBD		Professional Services	\$750,000.00	
Code TBD		Contingency	\$150,000.00	
<b><u>REVENUE</u></b>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
Code TBD		NC OSBM Grant	\$3,500,000.00	
<b>(Walk On)</b>				
<b><u>EXPENDITURE</u></b>				
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11141500	544000	Contracted Services	\$500.00	
11141500	549100	Dues and Subscriptions		\$500.00
<b><u>EXPENDITURE</u></b>				
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11243100	554000	Capital Outlay – Vehicles	\$68,145.00	
11243100	555000	Capital Outlay – Other Equip		\$22,991.00

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11034310	408900	Misc. Revenue – Insurance Set	\$45,154.00	

(Board of Health Items)

- k. Approved the Sampson County Health Department Fiscal Policy (Copy filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_.)
- l. Approved the Clinical Fees revisions as requested
- m. Approved the Environmental Health Fees revisions as requested
- n. Authorized the submission of an application for United Way funding in the amount of \$5,000.00 for the Breast and Cervical Cancer Control Program (BCCCP) (Copy filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_.)

**Item 4: Board Information (Board of Health Items)**

- a. Health Advisory Board Minutes, September 16, 2019
- b. Health Advisory Board/Dangerous Dog Appeal Hearing Minutes, October 29, 2019
- c. 2019 Community Health Assessment (CHNA)
- d. 2018-19 Board of Health Annual Report

**Item 5: Consideration of Tax Appeals**

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

Cap'n Bundy's Pecan Farm, Inc. (Tax \$3,372.74) **Assessed Penalty \$1,131.95 Adjusted by Half**

Sandy Ridge Country Club (Tax \$570.34) **Assessed Penalty \$203.34 Adjusted by Half**

Warren, Bruce and Patricia (Tax \$1,289.61) **Assessed Penalty \$511.15 Adjusted by Half**

**Public Comments**

The Chairman opened the floor for comments and no comments were received.

## **County Manager's Reports**

County Manager Ed Causey informed the Board that following the Closed Session that they would be asked to schedule a meeting in December to discuss the Emergency Management Facilities project. The Board agreed to schedule a meeting on December 17, 2019 at 4 p.m. in the Administration Office Conference Room.

### **Closed Session - GS 143-318.11 (a6) Matters Related to Personnel**

Upon a motion made by Chairman Wooten and seconded by Commissioner Kivett, the Board voted unanimously to go into Closed Session pursuant to GS 143-318.11 (6). Upon a motion made by Chairman Wooten and seconded by Vice Chairperson Lee, the Board voted unanimously to come out of Closed Session. Upon a motion made by Commissioner Kivett and seconded by Commissioner Godwin, the Board voted unanimously to waive the residency requirement for the newly-hired Library Director candidate.

### **Recess to Reconvene**

Upon a motion made by Chairman Wooten and seconded by Commissioner Parker, the Board voted unanimously to recess to reconvene on December 17, 2019, at 4 p.m. in the Administration Office Conference Room.

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Clark H. Wooten, Chairman

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Susan J. Holder, Clerk to the Board

The Sampson County Board of Commissioners reconvened at 4:00 p.m. on December 17, 2019 in the Conference Room of the County Administration Building, 406 County Complex Road in Clinton, North Carolina. Members present: Chairman Clark Wooten, Vice Chairperson Sue Lee, and Commissioners Thaddeus Godwin, Jerol Kivett, and Harry Parker.

Chairman Wooten called the meeting to order. Upon a motion by Commissioner Kivett and seconded by Vice Chairperson Lee, the provided agenda was amended to add a Closed Session.

**Item 1: Consideration of Repair/Reinstall of Supplemental Sign Honoring Miss NC**

County Manager Ed Causey requested that the Board consider approval of a budget amendment and resolution that will authorize the repair and re-installation of the previously authorized signage honoring the 2015 Miss North Carolina. The sign was knocked down and damaged in a car accident. Upon a motion made by Commissioner Kivett and seconded by Commissioner Godwin, the Board voted to approve the budget amendment presented (\$1,300 cost) and adopt the resolution regarding the sign repair/reinstallation with special attention to its last paragraph which states that "given that signs of this nature no longer meet the NCDOT statewide sign practices and given that there are opportunities for inequities in the consideration of future requests for worthy citizens, the Board suspends all authorizations for installation of such supplemental signage". (Copy of resolution filed in Inc. Minute Book \_\_\_\_, Page \_\_\_\_.)

**Item 2: Consideration of Lease for Agricultural Tract**

Assistant County Manager Susan Holder explained that since the late 1990s, the County has leased the unused portion of the tract of land on which the Turkey recycling/container site is located to Michael and Cathy Cottle for farming purposes. Mr. Cottle has requested to continue this lease again next year, but upon review, staff realized the lease needed to be updated with current language regarding such agriculture leases and adjust the lease amount to market rate. The revised lease was presented for Board approval at a rate of \$432. Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Godwin, the Board approved the lease document. (Copy filed in Inc. Minute Book \_\_\_\_, Page \_\_\_\_.)

**Item 3: EMS Facilities Presentation**

County Manager Ed Causey, Assistant County Manager Susan Holder, and Telecommunications Manager Melinda McClenny reviewed a PowerPoint presentation on the EMS Facilities project, explaining anticipated grant sources, project partners, anticipated design and construction specific to 911 facilities, and the critical timeline necessitated by the grant dollars already received from the State and the deadlines for additional grant applications. (Copy filed in Inc. Minute Book \_\_\_\_\_, Page \_\_\_\_\_.) Staff requested Board approval of a contract with consultant Mission Critical Partners, authorization to receive and review architectural/engineering bids and authorization for the Public Works Director to begin site development work. Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Godwin, the Board voted unanimously to approve the Mission Critical contract. (Copy filed in Inc. Minute Book \_\_\_\_\_, Page \_\_\_\_\_.) Upon a motion by Commissioner Kivett and seconded by Commissioner Parker, the Board voted unanimously to authorize staff to review bids and a potential contract for architectural services (with bid award to come to the Board in January). Upon a motion by Chairman Wooten and seconded by Commissioner Godwin, the Board voted unanimously to authorize the Public Works Director to begin site surveys and Phase I environmental studies on the project site.

**Closed Session - GS 143-318.11 (a)(6) Consultation with Attorney**

Upon a motion made by Chairman Wooten and seconded by Commissioner Kivett, the Board voted unanimously to go into Closed Session pursuant to GS 143-318.11 (a) (3). In Closed Session, County Attorney Joel Starling discussed privileged and confidential information related the opioid litigation. Upon a motion made by Chairman Wooten and seconded by Vice Chairperson Lee, the Board voted unanimously to come out of Closed Session. No action was taken.

**Report**

Finance Officer David Clack provided an impromptu report that the annual audit had finally been received, and it was a very positive audit with no deficiencies and with increases in tax collection and to fund balance. The full audit report will be made at the January 6, 2020 meeting.

The Board voted unanimously to adjourn.

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Clark H. Wooten, Chairman

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Susan J. Holder, Clerk to the Board

NORTH CAROLINA'S  
**SAMPSON COUNTY**  
Department of Aging and In-Home Services

Memorandum:

TO: Ed Causey, County Manager  
FROM:  Lorie Sutton, Aging Director Services  
DATE: December 4, 2019  
RE: 2020 Urgent Repair Program – Request to apply for funding

We are requesting approval from the Board of Commissioners to allow Sampson County Department of Aging to apply for the 2020 Urgent Repair Program funds from the North Carolina Finance Agency.

These funds will allow us to provide Urgent Home Repairs that will: 1) alleviate housing conditions which pose an imminent threat to the life or safety of very low-income homeowners with special needs; and 2) to provide accessibility modifications and other repairs necessary to prevent the imminent displacement of very low-income homeowners with special accessibility needs, such as frail elderly and person disabilities.

We will be applying for \$100,000 and no additional county funding will be required. We will partner with our Home and Community Block Grant Program-Home Repairs Program for matching funds. The program doesn't require matching funds, but it helps with the competitive nature of the program.

If we receive funding, this will be our eighth funding cycle. The program is extremely vital to those citizens we are able to help.

Please let me know if you have any questions.

Thank you.

/ls



**NORTH CAROLINA HOUSING FINANCE AGENCY**

**Application for Funding  
2020 Urgent Repair Program  
(URP20)**

**I. Program Applicant**

**A. Applicant Organization:**

1. Legal Name	Sampson County		
2. Street Address	405 County Complex Rd; Suite 140		
3. Mailing Address	405 County Complex Rd; Suite 140		
4. City	Clinton	ZIP	28328
5. Fax Number	910-590-2142	6. Federal Tax ID	56-6000338
7. DUNS Number	40044067		
8. Website address	www.sampsonnc.com		

**B. Chief Administrative Official:**

1. Name	Edwin W. Causey	2. Title	County Manager
3. Phone Number	910-592-6308	4. Email	ecausey@sampsonnc.com

**C. Contracted Administrator Information: (Consulting firm, COG, etc., if applicable)**

1. Organization Name	_____		
2. Mailing Address	_____		
3. City	_____	ZIP	_____
4. Fax Number	_____		
5. Chief Operating Officer	_____		

**D. Project Contact Person: (Who should NCHFA contact for URP project details?)**

1. Name	Lorie Sutton	2. Title	Director of Aging Services
3. Phone Number	910-592-4653	4. Email	lbsutton@sampsonnc.com

**E. Type of Applicant:**

1. Community Action Agency. ....	<input type="checkbox"/>	2. Other Nonprofit Corporation. ....	<input type="checkbox"/>
3. Public Housing Authority. ....	<input type="checkbox"/>	4. Other Public Agency. ....	<input type="checkbox"/>
5. Local Government. ....	<input checked="" type="checkbox"/>	6. Regional Council. ....	<input type="checkbox"/>

**F. Brief Description of your Organization (Non Government Organizations ONLY)**

\_\_\_\_\_

**G. Funding Requested:**

1. Total amount of Program funds requested. ....	<input type="text" value="\$100,000"/>
2. Total number of dwelling units targeted for Program assistance. ....	<input type="text" value="11"/>

**THIS SECTION FOR NCHFA USE ONLY**

Date received	Ap. No.	Fee enclosed	No. copies	Thresh.	Score	Cap.

## URP20 Application for Funding

### II. Project Design

A. Service Area: In all cases, "service area" is defined as the geographic area or areas in which homeowners are equally eligible to apply for assistance. Recipients may choose to accept applications on a first-come, first-served basis from throughout the service area, while adhering to section 6 (Eligible households) of the Application Guidelines, or to allocate equitable portions of the grant to all eligible localities within the service area. Otherwise homeowners' applications must be rated and prioritized without regard to the applicant's specific locality within the service area.

1. Please define your service area in specific terms:

Our service area is Sampson County. We will accept applications on a first-come, first-serve basis throughout Sampson County for eligible recipients. Applications will be rated and prioritized according to URP guidelines.

2. Complete the following matrix to define your proposed service area by county, population, number of dwelling units targeted for assistance and amount of Program funds projected to be spent in each county. *If the service area comprises an entire county or city use the July 2017 population estimates from the North Carolina State Data Center available at*

[https://files.nc.gov/ncosbm/demog/countygrowth\\_cert\\_2017.html](https://files.nc.gov/ncosbm/demog/countygrowth_cert_2017.html)

Use the July 2017 population column. Applications for grants exceeding \$100,000 must serve multiple counties in their entirety.

County(s) in which service area is located	Population of service area	Proposed	
		# of units	Program funds
a. Sampson	63,845	11	\$100,000
b.			
c.			
d.			
e.			
f.			
g.			
h.			
i. Totals =	63,845	11	\$100,000

3. If the service area contains other than an entire city or county, attach a map clearly delineating the proposed service area boundaries, and service area population. Label the map "Exhibit II A 2".

## URP20 Application for Funding

### II. Project Design *(continued)*

#### B. Beneficiary Targeting:

Do not submit your proposed project assistance policy with this application for funding. If your project is selected for funding, you will be requested to submit your assistance policy with the post approval documentation.

#### C. Client Relations:

Linking special needs households to services beyond housing is viewed as an integral part of the Urgent Repair Program. Explain in detail the system which will be used to screen and refer households for other needed services (list services) and describe the roles of those involved in the process. Be sure to explain the screening/referral roles of any URP project staff in detail. Please limit the narrative to one 8-1/2" x 11" attachment (min 11 font) labeled II. C in the upper right hand corner. Attachments should be attached in the order that they were requested, at the back of the application.

#### D. Proposed procurement and construction:

*Indicate which of the following will be used to effect your URP-funded work.*

	Yes	No
1. Private-sector construction contractors. ....	X	
2. Competitive sealed bids. ....		X
3. Competitive negotiation. ....		X
4. Telephone bid solicitation. ....	X	
5. Non-competitive negotiation. ....	X	
6. Work crews employed by the applicant organization. ....		X
7. Weatherization contractor procured under WAP guidelines. ....		X

#### E. Other resources to be used with URP funds for Hard Costs only:

	Yes	No	Value/Amt.
1. Weatherization Assistance Program (WAP) funds. ....		X	
2. Heating Appliance Repair & Replacement Program (HARRP) funds. ....		X	
3. Independent Living Center funds. ....		X	
4. Council on Aging funds. ....	X		\$10,000
5. USDA-Rural Development Section 504 loans. ....		X	
6. Volunteer labor*. ....		X	
7. Donated materials*. ....		X	
8. Matching local funds*. ....		X	
9. <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span>			

*\*Attach documentation of matching contributions listed on lines 6, 7 and/or 8, above. Label as Exhibit II.E. Matching contributions on those lines must be used for eligible URP Hard Costs only. Other resources may be used for program support, but those contributions will provide no competitive advantage in URP application rankings.*

## URP20 Application for Funding

### II. Project Design *(continued)*

#### F. Project Schedule:

Assuming a maximum of 18 months from funding agreement until close-out and a hypothetical starting date of July 1, 2020, please indicate below your projected project progress, in terms of dwelling units repaired or modified with Program assistance during each calendar quarter. (Note: All Program funds must be obligated within 18 months. Recipient will have an additional forty-five (45) days to complete all units and submit closeout documentation). Please complete a proposed schedule for your project.

Quarter	Unit Completions	Quarter	Unit Completions
1. 7/1/20 - 9/30/20. ....	0	4. 4/1/21 - 6/30/21. ....	3
2. 10/1/20 -12/31/20. ....	0	5. 7/1/21 - 9/30/21. ....	3
3. 1/1/21 - 3/31/21. ....	3	6. 10/1/21 - 12/31/21. ....	2
Total =			11

### III. Applicant Capacity

#### A. Rehabilitation/Repair Program Experience and Status:

For each home repair, urgent repair or comprehensive housing rehabilitation grant received by the applicant since July 1, 2015, provide the information indicated below. If more than six separate grants were received during this 5-year period, copy page 6 and attach as page 6 A. Funding sources to list here include Community Development Block Grant ("CDBG"), HOME Investment Partnership Program ("HOME") allocations from a local government or consortium, Single-Family Rehabilitation Program (SFR) grants, USDA-Rural Development Housing Preservation Grant Program ("HPG") funds, Weatherization Assistance Program ("WAP") funds, Urgent Repair Program grants, minor home repair project, local emergency repair programs, etc. ***Please list the oldest grant first.***

**B.** We prefer that the following tables be used to record the applicants rehab/repair experience and current status of funding related to units which may be targeted for rehabilitation. However, for some applicants it may be more appropriate to provide a narrative which speaks to the capacity of the applicant to carry out comprehensive rehabilitation of owner-occupied units. If so, please limit the narrative to one 8-1/2" x 11" attachment (min 11 font) labeled III. B in the upper right hand corner. Attachments should be attached in the order that they were requested, at the back of the application. The narrative should detail the applicants housing rehabilitation experience including the number of units comprehensively rehabilitated in the past five years, (broken out by year), the average amount of funding per unit (including volunteer labor, materials and donated materials) and any other information relevant to documenting the applicants capacity to affectively perform comprehensive housing rehabilitation.

## URP20 Application for Funding

### III. Applicant Capacity *(continued)*

#### A. Rehabilitation/Repair Program Experience and Status: *(continued)*

1. Program name (use standard abbreviations as shown above).....	HCCBG
a. Funding cycle (2015, 2016, etc.).....	2015-2016
b. Date of award or project commencement date.....	07/01/15
c. Grant/Funding Agreement number.....	N/A
d. Project close-out date or deadline.....	06/30/16
e. Total grant allocation amount.....	\$102,222
f. Matching funds/local contribution.....	\$10,222
g. Program rehabilitation/repair budget (hard costs only).....	\$61,867
h. Number of dwelling units targeted for rehabilitation/repairs.....	70
i. Number of dwelling units completed to date.....	78
j. Number of rehabilitation/repair jobs under contract at present.....	0
k. Average hard cost per unit completed (all sources).....	\$793
l. Current status of grant.....Closed-out. . . . .	<input checked="" type="checkbox"/> or Active. . <input type="checkbox"/>
2. Program name (use standard abbreviations as shown above).....	HCCBG
a. Funding cycle (2015, 2016, etc.).....	2016-2017
b. Date of award or project commencement date.....	07/01/16
c. Grant/Funding Agreement number.....	N/A
d. Project close-out date or deadline.....	06/30/17
e. Total grant allocation amount.....	\$102,222
f. Matching funds/local contribution.....	\$10,222
g. Program rehabilitation/repair budget (hard costs only).....	\$60,158
h. Number of dwelling units targeted for rehabilitation/repairs.....	70
i. Number of dwelling units completed to date.....	75
j. Number of rehabilitation/repair jobs under contract at present.....	0
k. Average hard cost per unit completed (all sources).....	\$802
l. Current status of grant.....Closed-out. . . . .	<input checked="" type="checkbox"/> or Active. . <input type="checkbox"/>
3. Program name (use standard abbreviations as shown above).....	URP
a. Funding cycle (2015, 2016, etc.).....	2016
b. Date of award or project commencement date.....	07/01/16
c. Grant/Funding Agreement number.....	URP1630
d. Project close-out date or deadline.....	12/31/17
e. Total grant allocation amount.....	\$100,000
f. Matching funds/local contribution.....	\$10,001
g. Program rehabilitation/repair budget (hard costs only).....	\$70,610
h. Number of dwelling units targeted for rehabilitation/repairs.....	15
i. Number of dwelling units completed to date.....	15
j. Number of rehabilitation/repair jobs under contract at present.....	0
k. Average hard cost per unit completed (all sources).....	\$5,374
l. Current status of grant.....Closed-out. . . . .	<input checked="" type="checkbox"/> or Active. . <input type="checkbox"/>

## URP20 Application for Funding

### III. Applicant Capacity *(continued)*

#### A. Rehabilitation/Repair Program Experience and Status: *(continued)*

4. Program name (use standard abbreviations as shown above).....		HCCBG	
a. Funding cycle (2015, 2016, etc.).....		2017-2018	
b. Date of award or project commencement date.....		07/01/17	
c. Grant/Funding Agreement number.....		N/A	
d. Project close-out date or deadline.....		06/30/18	
e. Total grant allocation amount.....		\$102,222	
f. Matching funds/local contribution.....		\$10,222	
g. Program rehabilitation/repair budget (hard costs only).....		\$78,176	
h. Number of dwelling units targeted for rehabilitation/repairs.....		70	
i. Number of dwelling units completed to date.....		79	
j. Number of rehabilitation/repair jobs under contract at present.....		0	
k. Average hard cost per unit completed (all sources).....		\$990	
l. Current status of grant.....Closed-out. . . . .	<input checked="" type="checkbox"/>	or Active. .	<input type="checkbox"/>
5. Program name (use standard abbreviations as shown above).....		HCCBG	
a. Funding cycle (2015, 2016, etc.).....		2018-2019	
b. Date of award or project commencement date.....		07/01/18	
c. Grant/Funding Agreement number.....		N/A	
d. Project close-out date or deadline.....		06/30/19	
e. Total grant allocation amount.....		\$102,222	
f. Matching funds/local contribution.....		\$10,222	
g. Program rehabilitation/repair budget (hard costs only).....		\$74,965	
h. Number of dwelling units targeted for rehabilitation/repairs.....		70	
i. Number of dwelling units completed to date.....		81	
j. Number of rehabilitation/repair jobs under contract at present.....		0	
k. Average hard cost per unit completed (all sources).....		\$1,231	
l. Current status of grant.....Closed-out. . . . .	<input checked="" type="checkbox"/>	or Active. .	<input type="checkbox"/>
6. Program name (use standard abbreviations as shown above).....		URP	
a. Funding cycle (2015, 2016, etc.).....		2018	
b. Date of award or project commencement date.....		07/01/18	
c. Grant/Funding Agreement number.....		URP1827	
d. Project close-out date or deadline.....		12/31/19	
e. Total grant allocation amount.....		\$65,000	
f. Matching funds/local contribution.....		\$5,000	
g. Program rehabilitation/repair budget (hard costs only).....		\$62,800	
h. Number of dwelling units targeted for rehabilitation/repairs.....		9	
i. Number of dwelling units completed to date.....		8	
j. Number of rehabilitation/repair jobs under contract at present.....		3	
k. Average hard cost per unit completed (all sources).....		\$4,970	
l. Current status of grant.....Closed-out. . . . .	<input type="checkbox"/>	or Active. .	<input checked="" type="checkbox"/>

## URP20 Application for Funding

### III. Applicant Capacity *(continued)*

#### A. Rehabilitation/Repair Program Experience and Status: *(continued)*

4. Program name (use standard abbreviations as shown above).....	HCCBG	
a. Funding cycle (2015, 2016, etc.).....	2019-2020	
b. Date of award or project commencement date.....	07/01/19	
c. Grant/Funding Agreement number.....	N/A	
d. Project close-out date or deadline.....	06/30/19	
e. Total grant allocation amount.....	\$100,000	
f. Matching funds/local contribution.....	\$10,000	
g. Program rehabilitation/repair budget (hard costs only).....	\$23,758	
h. Number of dwelling units targeted for rehabilitation/repairs.....	70	
i. Number of dwelling units completed to date.....	30	
j. Number of rehabilitation/repair jobs under contract at present.....	0	
k. Average hard cost per unit completed (all sources).....	\$792	
l. Current status of grant.....Closed-out. . . . .	<input type="checkbox"/>	or Active. . <input checked="" type="checkbox"/>
5. Program name (use standard abbreviations as shown above).....	URP	
a. Funding cycle (2015, 2016, etc.).....	2019	
b. Date of award or project commencement date.....	07/01/19	
c. Grant/Funding Agreement number.....	URP1932	
d. Project close-out date or deadline.....	12/31/20	
e. Total grant allocation amount.....	\$100,000	
f. Matching funds/local contribution.....	\$10,000	
g. Program rehabilitation/repair budget (hard costs only).....	\$91,200	
h. Number of dwelling units targeted for rehabilitation/repairs.....	11	
i. Number of dwelling units completed to date.....	0	
j. Number of rehabilitation/repair jobs under contract at present.....	0	
k. Average hard cost per unit completed (all sources).....	\$0	
l. Current status of grant.....Closed-out. . . . .	<input type="checkbox"/>	or Active. . <input checked="" type="checkbox"/>
6. Program name (use standard abbreviations as shown above).....		
a. Funding cycle (2015, 2016, etc.).....		
b. Date of award or project commencement date.....		
c. Grant/Funding Agreement number.....		
d. Project close-out date or deadline.....		
e. Total grant allocation amount.....		
f. Matching funds/local contribution.....		
g. Program rehabilitation/repair budget (hard costs only).....		
h. Number of dwelling units targeted for rehabilitation/repairs.....		
i. Number of dwelling units completed to date.....		
j. Number of rehabilitation/repair jobs under contract at present.....		
k. Average hard cost per unit completed (all sources).....		
l. Current status of grant.....Closed-out. . . . .	<input type="checkbox"/>	or Active. . <input type="checkbox"/>

## URP20 Application for Funding

### III. Applicant Capacity *(continued)*

#### C. Staff Qualifications and Experience:

Identify key personnel below according to their roles in implementing the URP project. Attach a current resume for each individual listed. Label resumes as "Exhibit III C". It is especially important that the resumes of technical staff - those responsible for the urgent repair management, work write-ups, etc. - list all relevant training workshops and seminars along with technical credentials such as building inspector certifications, contractor licenses, lead paint certification, etc.

Project Role	Name/Position Title				
1. URP project administration. . . . .	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">Name</td> <td style="width: 50%;">Lorie Sutton</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Title</td> <td>Director of Aging &amp; In-Home Services</td> </tr> </table>	Name	Lorie Sutton	Title	Director of Aging & In-Home Services
Name	Lorie Sutton				
Title	Director of Aging & In-Home Services				
2. Financial management. . . . .	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">Name</td> <td style="width: 50%;">Rachael Tatum</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Title</td> <td>Senior Administrative Support Specialist</td> </tr> </table>	Name	Rachael Tatum	Title	Senior Administrative Support Specialist
Name	Rachael Tatum				
Title	Senior Administrative Support Specialist				
3. Construction oversight. . . . .	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">Name</td> <td style="width: 50%;">Steven Wilson</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Title</td> <td>Home Improvements Coordinator</td> </tr> </table>	Name	Steven Wilson	Title	Home Improvements Coordinator
Name	Steven Wilson				
Title	Home Improvements Coordinator				
4. Work write-ups/cost estimates. . . . .	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">Name</td> <td style="width: 50%;">Steven Wilson</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Title</td> <td>Home Improvements Coordinator</td> </tr> </table>	Name	Steven Wilson	Title	Home Improvements Coordinator
Name	Steven Wilson				
Title	Home Improvements Coordinator				
5. Interim inspections of work. . . . .	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">Name</td> <td style="width: 50%;">Steven Wilson</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Title</td> <td>Home Improvements Coordinator</td> </tr> </table>	Name	Steven Wilson	Title	Home Improvements Coordinator
Name	Steven Wilson				
Title	Home Improvements Coordinator				
6. Final inspections of work. . . . .	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">Name</td> <td style="width: 50%;">Steven Wilson</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Title</td> <td>Home Improvements Coordinator</td> </tr> </table>	Name	Steven Wilson	Title	Home Improvements Coordinator
Name	Steven Wilson				
Title	Home Improvements Coordinator				
7. Applicant intake/eligibility. . . . .	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">Name</td> <td style="width: 50%;">Angela Faircloth</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Title</td> <td>Information &amp; Options Counselor</td> </tr> </table>	Name	Angela Faircloth	Title	Information & Options Counselor
Name	Angela Faircloth				
Title	Information & Options Counselor				
8. Client counseling/referrals. . . . .	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">Name</td> <td style="width: 50%;">Angela Faircloth</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Title</td> <td>Information &amp; Options Counselor</td> </tr> </table>	Name	Angela Faircloth	Title	Information & Options Counselor
Name	Angela Faircloth				
Title	Information & Options Counselor				
9. Legal services, recording, etc. . . . .	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">Name</td> <td style="width: 50%;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">Title</td> <td></td> </tr> </table>	Name		Title	
Name					
Title					

Applicants proposing to act as general contractor and use member-employed work crews and/or volunteers to facilitate the related rehabilitation work must demonstrate satisfactory capacity to fulfill this role. To do this applicants must, in part, have capable construction supervisory personnel on the job site. If applicable, please identify key construction supervisory personnel below according to their roles. Attach a current resume, including a list of all relevant training, workshops, seminars, and technical credentials, for each individual listed below.

9. Construction Supervisor. . . . .	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">Name</td> <td style="width: 50%;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">Title</td> <td></td> </tr> </table>	Name		Title	
Name					
Title					
10. Job Site Volunteer Foreman. . . . .	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">Name</td> <td style="width: 50%;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">Title</td> <td></td> </tr> </table>	Name		Title	
Name					
Title					



## URP20 Application for Funding

### IV. Certifications

The applicant hereby certifies that:

- A. The information in this application is complete and accurate and the applicant possesses the legal authority to apply for and receive the Program funds and the person signing the application has the proper authority to do so; and,
- B. The applicant agrees that the Agency may conduct its own independent review of the information herein and the attachments, and may verify information from any source; and,
- C. The applicant understands that the North Carolina Housing Finance Agency will not be responsible for any costs incurred by the applicant in developing and submitting this application, and that all applications submitted become the property of the Agency; and,
- D. The applicant is under no administrative restrictions from federal, state or local sources to receive funding; and,
- E. The applicant, if funded, will comply with the applicable provisions of General Statute 143-6.1 related to conflicts of interest.

_____ Attest (signature)	_____ Chief Administrative Official (Signature)
Susan Holder _____ Typed Name	Edwin W. Causey _____ Typed Name
Assistant County Manager _____ Title	County Manager _____ Title
_____ Date	_____ Date

Applications must be received by NCHFA by 5:00 pm, January 27, 2020. No exceptions.

Mail or deliver to:

Attn: Vedera Mimms, Home Ownership Programs  
North Carolina Housing Finance Agency  
3508 Bush Street  
Raleigh, NC 27609-7509

**Submit one original signature version and one copy of your application.** You must submit the application fee of **\$75.00** with your application. Make checks payable to the N.C. Housing Finance Agency. For application submittal questions, please contact Vedera Mimms at [vcnimms@nchfa.com](mailto:vcnimms@nchfa.com)

**Contract # 52 Fiscal Year Begins January 1, 2020 Ends June 30, 2020  
Non-Emergency Medical Transportation**

This contract is hereby entered into by and between the Sampson County Department of Social Services (the "County") and Candii Homes (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or is 83-0409225 and DUNS Number \_\_\_\_\_ (required if funding from a federal funding source).

**1. Contract Documents:** This Contract consists of the following documents:

- (1) This contract
- (2) The General Terms and Conditions (Attachment A)
- (3) The Scope of Work, description of services, and rate (Attachment B)
- (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
- (5) Conflict of Interest (Attachment D)
- (6) No Overdue Taxes (Attachment E)
- (7) Federal Certification Regarding Environmental Tobacco Smoke (Attachment F)
- (8) Federal Certification Regarding Lobbying (Attachment G)
- (9) Federal Certification Regarding Debarment (Attachment H)
- (10) HIPAA Business Associate Addendum (Attachment I)
- (11) Certification of Transportation (Attachment J)
- (12) State Certification (Attachment M)
- (13) Certification - Non-Discrimination, Clean Air, Clean Water (Attachment N)
- (14) Contract Determination Questionnaire (required)

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

**2. Precedence among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

**3. Effective Period:** This contract shall be effective on January 1, 2020 and shall terminate on June 30, 2020. This contract must be twelve months or less.

**4. Contractor's Duties:** The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

**5. County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$10,725.00 for the fiscal year. This amount consists of \$10,725.00 in Federal funds (CFDA #93.645), \$ 0. in State Funds, \$0. in County funds

- a. There are no matching requirements from the Contractor.
- b. The Contractor's matching requirement is \$ \_\_\_\_\_, which shall consist of:
- |   |  |
|---|--|
| <input type="checkbox"/> In-kind          | <input type="checkbox"/> Cash                |
| <input type="checkbox"/> Cash and In-kind | <input type="checkbox"/> Cash and/or In-kind |

The contributions from the Contractor shall be sourced from non-federal funds.

**6. Reversion of Funds:**

Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

**7. Reporting Requirements:**

Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

**8. Payment Provisions:**

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

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

**For the County:**

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

**For the Contractor:**

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Rosalina Teel, Owner.	Name & Title	Rosalina Teel, Owner.
Company Name	Candii Homes	Company Name	Candii Homes
Street Address	404 East Powell Street	Street Address	404 East Powell Street
City State Zip	Clinton, NC 28328	City State Zip	Clinton, NC 28328
Telephone	910-592-4397		
Fax	910-592-4397		
Email	candiihomes@embarqmail.com		

**10. Supplementation of Expenditure of Public Funds:**

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

**11. Disbursements:**

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

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

**12. Outsourcing to Other Countries:**

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

**13. Federal Certifications:**

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

**14. Specific Language Not Previously Addressed:**

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

**15. Signature Warranty:** The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

The Contractor and the County have executed this contract in triplicate originals, with one original being retained by Contractor one being retained by County and one being retained by the County Finance Officer.

---

Signature	Date
Rosalina Teel	Owner
Printed Name	Title

**COUNTY**

---

Signature <i>(must be legally authorized to sign contracts for DSS)</i>	Date
Sarah W. Bradshaw	DSS Director
Printed Name	Title

---

Signature <i>(must be legally authorized to sign contracts for County)</i>	Date
Edwin W. Causey	County Owner
Printed Name	Title

**This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.**

---

Signature of County Finance Director	Date
--------------------------------------	------

**Attachment A  
General Terms and Conditions**

**Relationships of the Parties**

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

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

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

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

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

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

**Indemnity and Insurance**

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

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

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

The Contractor is not required to provide and maintain automobile liability insurance

on any vehicle – owned, hired, or non-owned -- unless the vehicle is used in the performance of this contract.

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

#### Transportation of Clients by Contractor:

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

### Default and Termination

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

**Termination for Cause:** If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written

notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

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

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

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

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

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

**Federal Intellectual Property Bankruptcy Protection**

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

**Compliance with Applicable Laws**

**Compliance with Laws:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

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

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

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

- (a) **Data Security:** The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.
- (b) **Duty to Report:** The Contractor shall report a suspected or confirmed security breach to the local Department of Social Services/Human Services Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.
- (c) **Cost Borne by Contractor:** If any applicable federal, state, or local law, regulation, or rule requires the Contractor to give written notice of a security breach to affected persons, the Contractor shall bear the cost of the notice.

**Trafficking Victims Protection Act of 2000 :**

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

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

**Confidentiality**

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

**Oversight**

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

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

MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

### Warranties and Certifications

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

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

### E-Verify

**Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g)**, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: [www.uscis.gov](http://www.uscis.gov)

### Miscellaneous

**Choice of Law:** The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be the county in which the contract originated. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be the county where the contract originated, where all matters, whether sounding

in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

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

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

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

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

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

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

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

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

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



**ATTACHMENT B  
SCOPE OF WORK**

**Contract #52**

**Federal Tax Id. 83-0409225**

**A. CONTRACTOR INFORMATION**

1. Contractor Agency Name: Candii Homes
2. *If different* from Contract Administrator Information in General Contract:  
Address SAME
3. Name of Program (s): Medicaid Transportation
4. Status:  Public  Private, Not for Profit  Private, For Profit
5. Contractor's Financial Reporting Year July 1 through June 30

**B. Explanation of Services to be provided and to whom:**

To provide appropriate Non-Emergency Medical Transportation to fully eligible clients certified for Medicaid (SIS Code 250) and per DHHS policy section 15200 at [https://economicbenefits.nc.gov/FN\\_A/FN\\_A/server/general/projects/Integrated%20Eligibility%20Manual/Integrated\\_Eligibility\\_Manual.htm#IEM\\_Home.htm](https://economicbenefits.nc.gov/FN_A/FN_A/server/general/projects/Integrated%20Eligibility%20Manual/Integrated_Eligibility_Manual.htm#IEM_Home.htm) :

- Candii Homes agrees to maintain records documenting compliance with all vehicle and employee requirements as specified in manual section 15200.100 of the NC DHHS Integrated Manual;
- Candii Homes agrees to report any changes such as insurance provider, business ownership, and provider enrollment status within 10 calendar days;
- Candii Homes agrees to grant Sampson County Department of Social Services access to monitor records to ensure all contract requirements are met;
- Candii Homes agrees to report all cancellations on the appointment logs submitted to Sampson County Department of Social Services;
- Candii Homes agrees to record all beneficiary complaints which deal with matters in Candii Homes' control, including the date that the complaint was made, the nature of the complaint and what steps were taken to resolve the complaint.
- Candii Homes agrees to maintain written policies and procedures regarding how drivers handle and report incidents, including client emergencies, vehicle breakdowns, accidents and other service delays;
- Candii Homes agrees to complete NEMT assessments on all active Medicaid recipients and forward all documentation to the Sampson County Department of Social Services for approval before requesting reimbursement.
- Candii Homes agrees to use accurate billing codes on invoices to the local agency for reimbursements or filing claims.
- Candii Homes agrees to meet all NC Tracks Provider Enrollment requirements.
- Candii Homes agrees to provide NEMT services for their eligible residents.

**C. Rate per unit of Service** (reimbursable mile driven):

Negotiated County Rate - \$1.95 per reimbursable mile. Maximum reimbursement under this contract is \$10,725.00.

**D. Number of units to be provided:**

Estimated 5,500 reimbursable miles .

**E. Details of Billing process and Time Frames:**

Candii Homes will submit to DSS on or before the 10<sup>th</sup> day of the month after the month of service an invoice based on the rates in Section C above for the cost of the Transportation Services rendered during the month. Candii Homes will utilize all mutually agreed upon invoice documents which must include appropriate billing codes per all relevant policy. Payment will be made through NC Tracks directly to Candii Homes.

**F. Area to be served/Delivery site(s):**

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

\_\_\_\_\_  
**Rosalina Teel**

\_\_\_\_\_  
**Sarah W. Bradshaw**

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

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

## ATTACHMENT C

### CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS AND CERTIFICATION REGARDING NONDISCRIMINATION

Sampson County Department of Social Services

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

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

- II. The site(s) for the performance of work done in connection with the specific agreement are listed below:  
Sampson County, Chapel Hill, Dunn, Durham, Fayetteville, Goldsboro, Raleigh, Wilmington and other service areas in North Carolina as deemed necessary.

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

False certification or violation of the certification shall be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment  
**45 C.F.R. Section 82.510. Section 4 CFR Part 85, Section 85.615 and 86.620.**

**Certification Regarding Nondiscrimination**

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

\_\_\_\_\_  
Signature – Rosalina Teel

\_\_\_\_\_  
Owner  
Title

Candii Homes  
\_\_\_\_\_  
Agency/Organization

\_\_\_\_\_  
Date

(Certification signature should be same as Contract signature.)

## ATTACHMENT D

### Conflict of Interest Policy

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

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. **Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

E. **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists. In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

F. **Violations of the Conflicts of Interest Policy** -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

- G. **Record of Conflict** -- The minutes of the governing board and all committees with board delegated powers shall contain:
1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
  2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

Candii Homes  
Name of Organization

\_\_\_\_\_  
Rosalina Teel

\_\_\_\_\_  
Date

**NOTARIZED CONFLICT OF INTEREST POLICY**

State of North Carolina

County of Sampson

I, \_\_\_\_\_, Notary Public for said County and State, certify that Rosalina Teel personally appeared before me this day and acknowledged that he/she is Owner of Candii Homes and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the 1<sup>st</sup> day of January, 2019.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Official Seal)

\_\_\_\_\_  
Notary Public Signature

My Commission expires \_\_\_\_\_, 20 \_\_\_\_

**ATTACHMENT E  
NO OVERDUE TAX DEBTS**

**CANDII HOMES**  
404 East Powell Street  
Clinton, NC 28328  
(910) 592-4397

January 1, 2020

**To: Sampson County Department of Social Services**

**Certification:**

I certify that Candii Homes does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, state, or local level. I further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

**Sworn Statement:**

Rosalina Teel, being duly sworn, say that I am the Owner of Candii Homes of Clinton in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of my knowledge and was made and subscribed by me. I also acknowledge and understand that any misuse of Federal/State funds will be reported to the appropriate authorities for further action.

\_\_\_\_\_  
Signature – Rosalina Teel

**Sworn to and subscribed before me on the day of the date of said certification.**

(Official Seal)

\_\_\_\_\_  
Notary Public Signature

My Commission expires \_\_\_\_\_, 20 \_\_\_\_

<sup>1</sup> G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement.”

**ATTACHMENT F**

**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Sampson County Department of Social Services

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

\_\_\_\_\_  
Signature – Rosalina Teel

\_\_\_\_\_  
Owner  
Title

\_\_\_\_\_  
Candii Homes  
Agency/Organization

\_\_\_\_\_  
Date



## Attachment G

### Certification Regarding Lobbying

Sampson County Department of Social Services

#### Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

Notwithstanding other provisions of federal OMB Circulars-CFR Title 2, Grants and Agreements, Part 200, costs associated with the following activities are unallowable:

#### **Paragraph A.**

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

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

**Paragraph B.**

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

**Paragraph C.**

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

**Paragraph D.**

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

_____	Owner _____
Signature – Rosalina Teel	Title _____
 Candii Homes _____	 _____
Agency/Organization	Date

## ATTACHMENT H

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS**

Sampson County Department of Social Services

#### Instructions for Certification

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

9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____	Owner _____
Signature – Rosalina Teel	Title
<u>Candii Homes</u>	_____
Agency/Organization	Date

## ATTACHMENT I

### DEPARTMENT OF HEALTH AND HUMAN SERVICES BUSINESS ASSOCIATE ADDENDUM

Sampson County Department of Social Services

This Agreement is made effective the 1<sup>st</sup> day of January, 2020, by and between Sampson County Department of Social Services (“Covered Entity”) and Candii Homes (“Business Associate”) (collectively the “Parties”).

#### 1. BACKGROUND

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

#### 2. DEFINITIONS

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

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

### 3. OBLIGATIONS OF BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- g. Business Associate agrees, at the request of the Covered Entity, to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526.
- h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Sampson County Department of Social Services, in a time and manner designated by the Secretary, for purposes of the Sampson County Department of Social Services determining Covered Entity's compliance with the Privacy Rule.
- i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, and to provide this information to Covered Entity or an Individual to permit such a response.

### 4. PERMITTED USES AND DISCLOSURES

- a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Contract permits, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure:
  - 1) would not violate the Privacy Rule if done by Covered Entity; or
  - 2) would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information as necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

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

## 5. TERM AND TERMINATION

- a. **Term.** This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
  - 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
  - 2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
  - 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.
- c. **Effect of Termination.**
  - 1) Except as provided in paragraph (2) of this section or in the Contract or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
  - 2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

**6. GENERAL TERMS AND CONDITIONS**

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

SIGNATURE: \_\_\_\_\_  
Rosalina Teel  
Candii Homes

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



**ATTACHMENT J**

**CERTIFICATION REGARDING TRANSPORTATION**

Sampson County Department of Social Services

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

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

\_\_\_\_\_  
Signature – Rosalina Teel

\_\_\_\_\_  
Owner  
Title

Candii Homes  
\_\_\_\_\_  
Agency/Organization

\_\_\_\_\_  
Date

## Attachment M

### State Certification

#### Contractor Certifications Required by North Carolina Law

**Instructions:** The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter\\_64/Article\\_2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf)
- G.S. 133-32: <http://www.ncga.state.nc.us/gascritps/statutes/statutelookup.pl?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf>
- G.S. 105-164.8(b): [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_105/GS\\_105-164.8.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf)
- G.S. 143-48.5: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_143/GS\\_143-48.5.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html)
- G.S. 143-59.1: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.1.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf)
- G.S. 143-59.2: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf)
- G.S. 143-133.3: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_143/GS\\_143-133.3.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html)
- G.S. 143B-139.6C: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143B/GS\\_143B-139.6C.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf)

#### Certifications

- (1) **Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009)**, the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) **Pursuant to G.S. 143-48.5 and G.S. 143-133.3**, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: [www.uscis.gov](http://www.uscis.gov)  
Local government is specifically exempt from Article 2 of Chapter 64 of the North Carolina General Statutes. However, local government is subject to and must comply with North Carolina General Statute 153A-99.1, which states in part as follows:  
Counties Must Use E-Verify - Each county shall register and participate in E-Verify to verify the work authorization of new employees hired to work in the United States.
- (3) **Pursuant to G.S. 143-59.1(b)**, the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
- (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**
- (b) [Check **one** of the following boxes]
- Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**
- The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) **Pursuant to G.S. 143-59.2(b)**, the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) **Pursuant to G.S. 143B-139.6C**, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
- (a) He or she is a duly authorized representative of the Contractor named below;
- (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
- (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name: Candii Homes

Contractor's  
Authorized Agent: Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name Rosalina Teel Title Owner

Witness: Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

Attachment N

Sampson County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

**Certification Regarding Nondiscrimination**

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

**The Contractor** must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

**The Contractor** should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit <http://www.lep.gov>.

Ensuring Equal Opportunity Access for Persons with Disabilities: **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations.

DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in

limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (ITY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: <http://www.ada.gov>.

#### **IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)**

- a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

#### **V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)**

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
  - (i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and

- (ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
- g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

Signature – Rosalina Teel	Owner
	Title
Candii Homes	
Agency/Organization	Date

(Federal Certification-Non-Discrimination, Clean Air, Clean Water) (01/2018)

**CONTRACT PROVIDER NAME:** Candi Homes

**CONTRACT NUMBER:** 52

**CONTRACT PERIOD:** January 1, 2020 to June 30, 2020

**PROVIDER'S FISCAL YEAR:** July - June

**CONTRACT DETERMINATION QUESTIONNAIRE  
(PURCHASE OF SERVICE VS. FINANCIAL ASSISTANCE)**

Instructions: Enter 5 points for each factor in either the yes or no column. Once the entire list has been completed tally the points in each column. The column with the most points should be a good indicator of the designation of the organization--either Financial Assistance (Grant) or Vendor (Purchase of Service).

Determination Factors	5 points	5 points
	Financial Assistance	Purchase of Service
	YES	NO
1 Does the provider determine eligibility?		5
2 Does the provider provide administrative functions such as Develop program standards procedures and rules?		5
3 Does the provider provide administrative functions such as Program Planning?		5
4 Does the provider provide administrative functions such as Monitoring?		5
5 Does the provider provide administrative functions such as Program Evaluation?		5
6 Does the provider provide administrative functions such as Program Compliance?		5
7 Is provider performance measured against whether specific objectives are met?		5
8 Does the provided have responsibility for programmatic decision making?		5
9 Is the provider objective to carry out a public purpose to support an overall program objective?		5
10 Does the provider have to submit a cost report to satisfy a cost reimbursement arrangement?		5
11 Does the provider have any obligation to the funding authority other than the delivery of the specified goods/services?		5
12 Does the provider operate in a noncompetitive environment?		5
13 Does the provider provide these or similar goods and/or services only to the funding agency?		5
14 Does the provide these or similar goods and/or services outside normal business operations?		5
<b>TOTAL</b>	<b>0</b>	<b>70</b>

Note: The authorized individual(s) must place an X in one of the boxes below to indicate the type of contractual arrangement for this contract , then sign and date where indicated.

FINANCIAL ASSISTANCE                       PURCHASE SERVICE

Signature of County Authorized Person \_\_\_\_\_ DATE \_\_\_\_\_

Signature of Authorized Administrative Individual \_\_\_\_\_ DATE \_\_\_\_\_

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: December 18, 2019  
Subject: Disabled Veteran Exclusion  
( GS 105-277.1c )

The attached disabled veteran exclusion application was received after June 1, 2019. After that date, the Board of Commissioners must approve the application.

The applicant is as follows:

William A. Goodman

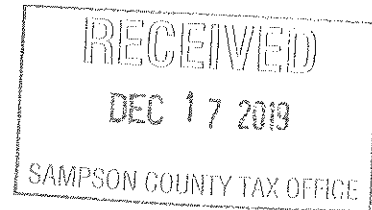
A letter is submitted requesting approval of the late application.

The application meets the statutory requirements for the disabled veteran exclusion other than being timely filed. The late application was received on December 17, 2019.

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



December 17, 2019



Sampson County Board of Commissioners  
Clinton, North Carolina 28328

RE: Rodetha Goodman

Dear Commissioners:

I am the widow of an Honorably Discharged Veteran, who received his 100% disability award back to 2012. I recently was made aware that I was entitled to a tax reduction. I understand that my request is not within the time frame set, but I am requesting you to please accept this request and grant me the exclusion on my county property taxes for 2019.

I am truly sorry for the late date and ask for your favor on my tax exclusion. Thank you for your consideration in this matter.

Sincerely,

*Rodetha Goodman*

Rodetha B Goodman  
134 Goodman Butler Rd  
PO Box 1003  
Clinton, NC 28329

# 384600

05-0384600-01

7R3

NC DVA-9 (Rev. 08-09)

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

NONE

Sampson COUNTY

State of North Carolina Certification for Disabled Veteran's Property Tax Exclusion (G.S. 105-277.1C)

SECTION 1

TO BE COMPLETED BY THE VETERAN OR THE SURVIVING SPOUSE WHO HAS NOT REMARRIED

William A Goodman

NAME (Print or Type)

William A Goodman

DISABLED VETERAN'S FULL NAME (PRINT OR TYPE)

Po Box 1003

STREET ADDRESS OR P.O. BOX NUMBER

Rodetha B Goodman

SURVIVING SPOUSE'S FULL NAME (PRINT OR TYPE)

Clinton

CITY

Nc

STATE

28329

ZIP CODE

U.S. DEPT. OF VETERANS AFFAIRS

VETERAN'S SOCIAL SECURITY NUMBER

I am either (1) a veteran whose character of service at separation was honorable or under honorable conditions and who has a permanent and total service-connected disability or (2) the surviving spouse, who has not remarried, of a veteran whose character of service at separation was honorable or under honorable conditions and who had a permanent and total service-connected disability at death or veteran's death was the result of a service-connected condition. I request USDVA complete this certification in support of my separate application for the Disabled Veteran's Property Tax Exclusion to the Tax Assessor.

SECTION 2

Disabled Veteran's Signature

I authorize the U.S. Department of Veterans Affairs to release information regarding my disability as needed for this certification.

DISABLED VETERAN'S SIGNATURE

DATE

SECTION 3

Surviving Spouse's (who has not remarried) Signature

I authorize the U.S. Department of Veterans Affairs to release information regarding my spouse's disability or death as needed for this certification.

Rodetha Goodman

SURVIVING SPOUSE'S SIGNATURE

11/4/19

DATE

SECTION 4

To be completed by the U.S. Department of Veterans Affairs

Please check all that apply:

- A. [ ] Veteran does not meet either B, C, D, or E of the below criteria.
B. [x] Veteran has a service-connected permanent and total disability that existed as of 10/21/12
C. [ ] Veteran received benefits on \_\_\_\_\_ from U.S. Department of Veterans Affairs for specially adapted housing under 38 U.S.C. 2101 for the veteran's permanent residence.
D. [ ] Veteran died on \_\_\_\_\_ and had a service-connected permanent and total disability at death.
E. [ ] Veteran died on \_\_\_\_\_ and the death was either (1) the result of a service-connected condition or (2) death occurred while on active duty in the line of duty and not due to service member's own willful misconduct.

Character of Disabled Veteran's Service at Separation: (DD-214) [x] Honorable [ ] Under Honorable Conditions [ ] Under Other than Honorable Conditions

K. Schillhammer

SIGNATURE OF USDVA CERTIFYING OFFICIAL

11/20/19

DATE

K. Schillhammer

PRINTED NAME OF USDVA CERTIFYING OFFICIAL

Service Center Manager

TITLE OF USDVA CERTIFYING OFFICIAL

NOTE: Stamped Signature by USDVA Official on this form has been authorized by Director, VA Regional Office, Winston-Salem, NC.

To: Ed Causey, County Manager  
From: Jim Johnson, Tax Administrator  
Date: December 18, 2019  
Subject: Disabled Veteran Exclusion  
( GS 105-277.1c )

The attached disabled veteran exclusion application was received after June 1, 2019. After that date, the Board of Commissioners must approve the application.

The applicant is as follows:

Gail Ellison Alford Sands

A letter is submitted requesting approval of the late application.

The application meets the statutory requirements for the disabled veteran exclusion other than being timely filed. The late application was received on December 11, 2019.

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

# 41953

12-0719040-01

NONE

NCDVA-9 (Rev. 08-09)

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

<b>State of North Carolina</b> <b>Certification for Disabled Veteran's</b> <b>Property Tax Exclusion (G.S. 105-277.1C)</b>		<u>Sampson</u> <b>COUNTY</b>
--	--	---------------------------------

**SECTION 1**

**TO BE COMPLETED BY THE VETERAN OR THE SURVIVING SPOUSE WHO HAS NOT REMARRIED**

Gail Ellison Alford Sands

NAME (Print or Type)

Gail Ellison Alford Sands

DISABLED VETERAN'S FULL NAME (PRINT OR TYPE)

117 Eastover Ave

STREET ADDRESS OR P.O. BOX NUMBER

SURVIVING SPOUSE'S FULL NAME (PRINT OR TYPE)

(If Applicable)

Clinton, NC 28328

CITY STATE ZIP CODE

U.S. DEPT. OF VETERANS AFFAIRS  
FILE NUMBER

VETERAN'S SOCIAL SECURITY NUMBER

I am either (1) a veteran whose character of service at separation was honorable or under honorable conditions and who has a permanent and total service-connected disability or (2) the surviving spouse, who has not remarried, of a veteran whose character of service at separation was honorable or under honorable conditions and who had a permanent and total service-connected disability at death or veteran's death was the result of a service-connected condition. I request USDVA complete this certification *in support of my separate application for the Disabled Veteran's Property Tax Exclusion to the Tax Assessor.*

**SECTION 2**

**Disabled Veteran's Signature.**

I authorize the U.S. Department of Veterans Affairs to release information regarding my disability as needed for this certification.

Gail E. Sands

DISABLED VETERAN'S SIGNATURE

10/21/2019

DATE

**SECTION 3**

**Surviving Spouse's (who has not remarried) Signature**

I authorize the U.S. Department of Veterans Affairs to release information regarding my spouse's disability or death as needed for this certification.

SURVIVING SPOUSE'S SIGNATURE

DATE

**SECTION 4**

**To be completed by the U.S. Department of Veterans Affairs**

- Please check all that apply:
- A.  Veteran does not meet either B, C, D, or E of the below criteria.
  - B.  Veteran has a service-connected permanent and total disability that existed as of 5/17/11
  - C.  Veteran received benefits on \_\_\_\_\_ from U.S. Department of Veterans Affairs for specially adapted housing under 38 U.S.C. 2101 for the veteran's permanent residence.
  - D.  Veteran died on \_\_\_\_\_ and had a service-connected permanent and total disability at death.
  - E.  Veteran died on \_\_\_\_\_ and the death was either (1) the result of a service-connected condition or (2) death occurred while on active duty in the line of duty and not due to service member's own willful misconduct.

Character of Disabled Veteran's Service at Separation: (DD-214)

Honorable

Under Honorable Conditions

Under Other than Honorable Conditions

K. Schillhammer

SIGNATURE OF USDVA CERTIFYING OFFICIAL

11/1/19

DATE

K Schillhammer

PRINTED NAME OF USDVA CERTIFYING OFFICIAL

USCM

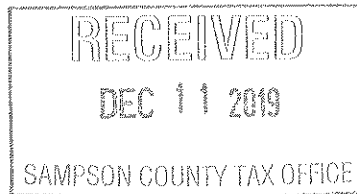
TITLE OF USDVA CERTIFYING OFFICIAL

NOTE:  
Stamped Signature by USDVA Official on this form has been authorized by Director, VA Regional Office, Winston-Salem, NC.

11 Dec 19

To whom it may concern,  
I am late I never anything about exemption  
for disabled veteran until someone told me.

Gil E. Saul



**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

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

9113

**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 Zolia Calada in Dismal Township, Sampson County, for the year(s) and in the amount(s) of: 02012060316

YEAR <u>2018</u>	\$ <u>215.78</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>215.78</u>

These taxes were assessed through clerical error as follows.

*DW billed in error due to software issues in 2018. DW was moved off lot in 2015*

County Tax	<u>194.56</u>
School Tax	_____
Fire Tax	<u>21.22</u>
City Tax	_____
TOTAL \$	<u>215.78</u>

\* Pd by Vanderbilt Mort

Yours very truly  
*Steve Simpson*  
\* Steve Simpson  
Taxpayer

Mailing Address.  
Vanderbilt Mortgage  
PO Box 9800  
Maryville, TN 37802

Tax ID / Social Security \_\_\_\_\_  
RECOMMEND APPROVAL:  
Jim Johnson  
Sampson County Tax Administrator

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

**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

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

9194

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

YEAR	
2018	\$ 101.63
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL REFUND	\$ _____

These taxes were assessed through clerical error as follows.

Bill# 0042815878  
PE# 5912F  
DIT Turn In  
15 JSEP MP

902 County Tax 91.63  
 School Tax \_\_\_\_\_  
 F00 Fire Tax 10.00  
 City Tax \_\_\_\_\_  
 TOTAL \$ 101.63

Mailing Address.

x 7459 GREEN PATH RD.  
DUNN, NC 28334

Yours very truly

Taxpayer

Social Security #

RECOMMEND APPROVAL:

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 Eric Douglas Mathis in LC Township, Sampson County, for the year(s) and in the amount(s) of:

Year	<u>2019</u>	\$ <u>116.47</u>
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
Total Release/Adjustment		\$ _____

Gov County Tax	\$ <u>105.88</u>
Gov School Tax	\$ <u>10.59</u>
Fire Tax	\$ _____
City Tax	\$ _____
Total	\$ <u>116.47</u>

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

*2016 CAROLINA SKIFF BOAT  
SOLD, 10/5/18.*

Taxpayer: Eric Douglas Mathis

Tax Administrator: *[Signature]*

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

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



OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand a release and adjustment of taxes assessed by Sampson County against the property owned by Autry Road Limited Partnership in Dismal Township, Sampson County, for the year(s) and in the amount(s) of: 02041052001

Year		\$	
<u>2019</u>		\$	<u>476.85</u>
		\$	
		\$	
		\$	
		\$	
		\$	
Total Release/Adjustment		\$	<u>476.85</u>
	<u>601</u> County Tax	\$	<u>429.95</u>
	School Tax	\$	
	F20 Fire Tax	\$	<u>46.90</u>
	City Tax	\$	
	Total	\$	<u>476.85</u>

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

Unmapped property. No deed found for this tract. Does not exist.

Taxpayer: Autry Road Limited Part.  
Tax Administrator: Jin Jhun  
Board Approved: \_\_\_\_\_  
Date: \_\_\_\_\_ Initials: \_\_\_\_\_

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

FROM: David K. Clack, Finance Officer  
 TO: Sampson County Board of Commissioners  
 VIA: County Manager & Finance Officer  
 SUBJECT: Budget Amendment for fiscal year 2019-2020

1. It is requested that the budget for County Schools Capital Outlay be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11659140-555030	Category 1 capital outlay		82,324.00
11659140-555032	Category 3 capital outlay	82,324.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
-----------------------------	--------------------------	-----------------	-----------------

2. Reason(s) for the above request is/are as follows:  
 To reallocate funds to replace 4 vehicles per attached request.

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

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 12/20, 2019

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

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

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

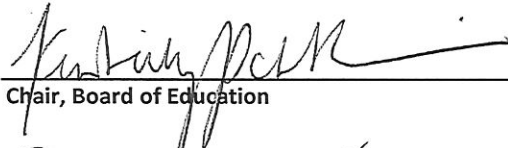

  
 \_\_\_\_\_  
 (County Manager & Budget Officer)

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

## Sampson County Schools Capital Outlay Budget 2019-2020 Amendment 1

School/Location	Description	Beginning Budget	Budget Adjustment	Total Budget	Comments
System wide	Activity bus replacement, 1 payment remainir	\$ 75,450.00		\$ 75,450.00	
System wide	Replace 4 High School Cars	\$ -	\$ 82,324.00	\$ 82,324.00	
Systemwide	Playground Repair	\$ 10,000.00		\$ 10,000.00	
System wide	Chiller Replacement	\$ 175,000.00		\$ 175,000.00	
System wide	HVAC Repair Contingency	\$ 84,860.00	\$ (56,000.00)	\$ 28,860.00	
System wide	Emergencies Contingency	\$ 87,064.92	\$ (21,324.00)	\$ 65,740.92	
Plant Ops	Fleet Vehicle Replacement Maintenance	\$ 70,000.00		\$ 70,000.00	
System wide	Asbestos removal	\$ 50,000.00		\$ 50,000.00	
System wide	Wastewater Treatment Contingency	\$ 15,000.00		\$ 15,000.00	
System wide	Roof & Painting Repairs Contingency	\$ 17,000.00	\$ (5,000.00)	\$ 12,000.00	
Systemwide	Mobile Units for HB 13 Compliance	\$ 184,000.00		\$ 184,000.00	
Systemwide	Camera system for 30 Buses	\$ 90,012.60		\$ 90,012.60	
PVES	Chiller control system	\$ 20,957.00		\$ 20,957.00	
RSMS	Complete existing Fence	\$ 40,856.00		\$ 40,856.00	
County Office	CO vehicles	\$ 70,000.00		\$ 70,000.00	
Clement ES	Chiller control system	\$ 20,032.00		\$ 20,032.00	
Salemburg ES	Playground replacement	\$ 43,857.69		\$ 43,857.69	
UIS	Outdoor Court Repair	\$ 21,940.00		\$ 21,940.00	
Union MS	Replace windows	\$ 13,000.00		\$ 13,000.00	
Hobbton ES	Playground replacement	\$ 43,429.69		\$ 43,429.69	
Hobbton MS	New Fire Alarm System	\$ 25,000.00		\$ 25,000.00	
Hobbton ES	HVAC Replacement	\$ 39,700.00		\$ 39,700.00	
LHS	Install Whiteboards in Classrooms	\$ 13,561.02		\$ 13,561.02	
Hobbton High	Hobbton Track	\$ 363,008.74		\$ 363,008.74	
Midway High	Fieldhouse	\$ 104,237.42		\$ 104,237.42	
Union High	Capital - Union District - Fieldhouse	\$ 86,600.00		\$ 86,600.00	
LHS	HVAC replacement rooftop unit	\$ 32,000.00		\$ 32,000.00	
UIS	Roof replacement	\$ 590,000.00		\$ 590,000.00	
UES	HVAC replacement for stage	\$ 32,359.00		\$ 32,359.00	
<b>Totals</b>		<b>\$ 2,418,926.08</b>	<b>\$ -</b>	<b>\$ 2,418,926.08</b>	

Passed by majority vote of the Board of Education of Sampson County on the 10th Day of December, 2019.

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

We, the Board of County Commissioners of Sampson County hereby approve the Capital Outlay Budget Amendment as indicated above and have made entry of this budget on the minutes of said Board, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
 Charman, Board of Commissioners

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

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

12/10/2019

FROM: Nancy Dillman

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2019-2020

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11999000-509700	Contingency		3,000.00
11141210-539500	Employee Training	3,000.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
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2. Reason(s) for the above request is/are as follows:  
Additional funding for Leadership Cohort II to begin in March

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

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 12/20, 2019

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

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

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

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

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

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

December 17, 2019

Date

FROM: Lorie Sutton, Director of Aging

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2019-2020

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02558810-526200	FAMILY CAREGIVER - DEPT SUPPLIES	\$ 200.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02035881-408401	FAMILY CAREGIVER - DONATIONS	\$ 200.00	

2. Reason(s) for the above request is/are as follows:  
To budget donations received for the Family Caregiver Program.

Lorie B Sutton  
(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

12/20, 2019

Dal Ullal  
(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:**

12/13/19

FROM: COOPERATIVE EXTENSION SERVICE

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for Fiscal Year 2019-20

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>
11449500-529900	DEPARTMENTAL SUPPLIES	\$2,600.00	
11449500-544000	CONTRACTED SERVICES	\$800.00	
11449500-535200	MAINTENANCE & REPAIR EQUIPMENT	\$1,000.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11034950-408900	MISCELLANEOUS REVENUE	\$4,400.00	

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

INCREASED REVENUE AND EXPENDITURES ASSOCIATED WITH MANAGEMENT OF LIVESTOCK FACILITY

*Eileen A. Cote*

(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

12/20, 2019

*Dal N. 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:**

13-Dec-19

FROM: Sheriff Jimmy Thornton

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2019-2020

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11243100-555000	CAPITAL OUTLAY - OTHER EQUIP	36,400.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11034310-402603	FEDERAL ASSET FUNDS (NARC)	36,400.00	

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

To budget funds to upgrade outdated UHF radio infrastructure to accommodate stand alone 800mhz radio channel to facilitate Sheriff's Office radio communications in the event of VIPER failure.



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

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

*(Handwritten mark)*

\_\_\_\_\_, 12/20, 2019



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

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

*(Handwritten mark)*

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



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

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

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

December 11, 2019

FROM: Lorie Sutton, Director of Aging

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2019-2020

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02558800-522100	NUTRITION - MEALS	\$ 150.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02035880-408401	NUTRITION - DONATIONS	\$ 150.00	

2. Reason(s) for the above request is/are as follows:  
To budget donations received for the nutrition program.

Lorie B Sutton  
(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

12/10, 2019  
Sal W. 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:**

December 9, 2019

FROM: Lorie Sutton, Director of Aging

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2019-2020

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02558810-526200	FAMILY CAREGIVER - DEPT SUPPLIES	\$ 470.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02035881-408401	FAMILY CAREGIVER - DONATIONS	\$ 470.00	

2. Reason(s) for the above request is/are as follows:  
To budget donations received for Family Caregiver Program.

Lorie B Sutton  
(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

12/20, 2019  
[Signature]  
(County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 20\_\_\_\_  
[Signature]  
(County Manager & Budget Officer)

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

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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**ITEM ABSTRACT**

**ITEM NO.      4**

Meeting Date: January 6, 2020	<input type="checkbox"/> Information Only <input type="checkbox"/> Report/Presentation <input checked="" type="checkbox"/> Action Item <input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Public Comment <input type="checkbox"/> Closed Session <input type="checkbox"/> Planning/ Zoning <input type="checkbox"/> Water District Issue
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**SUBJECT:** Consideration of Tax Appeals

**DEPARTMENT:** Board of Commissioners

**PUBLIC HEARING:** No

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

**PURPOSE:** To consider taxpayer appeals of penalties assessed for failure to timely list business personal property

**ATTACHMENTS:** Appeal requests and tax billings

**BACKGROUND:**

Assessments and billings have been issued as a result of business personal property compliance reviews. The following individuals have requested an adjustment of the penalties applied to their accounts, pursuant to North Carolina General Statutes, for failure to timely list their business personal property. The Board has previously voted to require the appeal to be made in person (or by a designated representative).

B&B Farm Service: (Tax \$4,837.22 + Penalty \$1,745.63 = \$6,582.85)

**RECOMMENDED ACTION OR MOTION:**

Allow each citizen opportunity to request adjustment and consider each appeal individually

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

Phone 910-592-8146

Fax 910-592-1227

Date: 12/14/19

B & B Farm Service  
241 Fayetteville Hwy  
Dunn, NC 28334

Account # 173484

Sampson County Board of Commissioners,

A compliance review was recently completed on my business personal property account with the Sampson County Tax Office. I respectfully request an adjustment of the penalties applied to my account for failure to timely list my assets. I fully understand that I must appear before the Sampson County Board of Commissioners at a date to be determined to be considered for a relief or adjustment of any penalties.

Leroy S. Bass  
Signature



Installments

Property ID **49738** Version **1 - Tax**  
 Tax year **2019** AR category **25** Bill number **1901287**  
 Owner **173484 B & B FARM SERVICE**

Sequence	Charge	Description	Activity	Calc Code	Taxable Value	Percent	Count	Rate	Tax Amount
1	F06	PLAINVFD	PRIN	3	80,161	100.000000	0	0.090000	72.14
2	F06	PLAINVFD	PRIN	3	81,581	100.000000	0	0.090000	73.42
3	F06	PLAINVFD	PRIN	3	88,787	100.000000	0	0.090000	79.91
4	F06	PLAINVFD	PRIN	3	88,940	100.000000	0	0.090000	80.05
5	F06	PLAINVFD	PRIN	3	91,311	100.000000	0	0.090000	82.18
6	F06	PLAINVFD	PRIN	3	96,368	100.000000	0	0.090000	86.73
7	G01	CNTY TAX	PRIN	3	80,161	100.000000	0	0.825000	661.33
8	G01	CNTY TAX	PRIN	3	81,581	100.000000	0	0.825000	673.04
9	G01	CNTY TAX	PRIN	3	88,787	100.000000	0	0.825000	732.49
10	G01	CNTY TAX	PRIN	3	88,940	100.000000	0	0.830000	738.20
11	G01	CNTY TAX	PRIN	3	91,311	100.000000	0	0.830000	757.88
12	G01	CNTY TAX	PRIN	3	96,368	100.000000	0	0.830000	799.85
13	F06L	PLAIN VIEW	LL	1	0	100.000000	0	10.000000	7.21
14	F06L	PLAIN VIEW	LL	1	0	100.000000	0	20.000000	14.68
15	F06L	PLAIN VIEW	LL	1	0	100.000000	0	30.000000	23.97
16	F06L	PLAIN VIEW	LL	1	0	100.000000	0	40.000000	32.02
17	F06L	PLAIN VIEW	LL	1	0	100.000000	0	50.000000	41.09
18	F06L	PLAIN VIEW	LL	1	0	100.000000	0	60.000000	52.04
19	G01L	COUNTY LAT	LL	1	0	100.000000	0	10.000000	66.13
20	G01L	COUNTY LAT	LL	1	0	100.000000	0	20.000000	134.61
21	G01L	COUNTY LAT	LL	1	0	100.000000	0	30.000000	219.75
22	G01L	COUNTY LAT	LL	1	0	100.000000	0	40.000000	295.28
23	G01L	COUNTY LAT	LL	1	0	100.000000	0	50.000000	378.94
24	G01L	COUNTY LAT	LL	1	0	100.000000	0	60.000000	479.91

1/2  
872.9

3.61  
7.34  
11.99  
16.01  
20.55  
26.02  
-----  
33.07  
67.31  
109.88  
147.64  
189.47  
239.96  
} 85.52  
} 787.33

Total rate 5.505000 Total tax 6,582.85

## 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.