



**SAMPSON COUNTY  
BOARD OF COMMISSIONERS  
MEETING AGENDA  
April 5, 2021**

*This meeting is to be held during the unprecedented event of the COVID-19 pandemic. Given concerns for social distancing and limiting potential exposure, we also broadcast the meeting via YouTube. Comments related to public hearings and Public Comment have been welcomed via US Mail and email.*

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

Invocation and Pledge of Allegiance  
Approve Agenda as Published

**Item 1 Roads - with NCDOT**

- a. Update on Closure of Highway 421 Rest Area **1**

**Item 2 Planning & Zoning Matters 2 - 10**

- a. Consideration of Preliminary Plan for Countryside Acres (15-lot, RA)  
Located on Kitty Fork Road **11 - 16**
- b. (Public Hearing) Consideration of Rezoning Request by David E.  
Baggett, to Rezone Tax Parcel ID # 13003301001 from Unzoned to  
Residential Agricultural (RA) **17 - 25**
- c. (Public Hearing) Consideration of Rezoning Request by Jimmy R.  
Tyndall, to Rezone Tax Parcel ID # 10060380004 from the Residential  
(R) Zoning to Commercial (C) **26 - 34**

**Item 3 Action Items**

- a. (Public Hearing) Naming of Private Road (Hayes Farm Lane) **35 - 37**
- b. (Public Hearing) Proposed Expenditure of Funds to Acquire 21.54 Acre  
Parcel from Jackson Family Investments, LLC **38 - 48**
- c. (Public Hearing) Recommended Amendments to Allocation of Funds  
for Economic Development within FY 20-21 Budget **49 - 51**
- d. Economic Development - Approval of Revolving Loan Fund  
Operational Guideline and Application and Appointment of Revolving  
Loan Committee **52 - 67**
- e. Emergency Services - Adoption of Multi-Jurisdictional Hazard  
Mitigation Plan **68 - 105**

<b>Item 3</b>	<b>Action Items, continued</b>	
	f. Public Works – Authorization of Resubmission of Application for NC Division of Water Infrastructure Funding for Keener Well Project	106 - 108
	g. Public Works – Award of Bid for Iron/Manganese Treatment Project	109
	h. Appointments	110 - 114
	• CVB	
	• Eastern Carolina Regional Housing Authority	
	• North Carolina Southeast Regional Economic Development	
	• SEDC	
<b>Item 4</b>	<b>Consent Agenda</b>	115
	a. Approve the minutes of the March 1, 2021 and March 16, 2021 meetings	116 - 125
	b. Adopt a resolution designating the month of April as North Carolina 811 Safe Digging Month	126
	c. Adopt a Capital Project Ordinance concerning airport construction (State Aid to Airports Grant – FBO Apron Rehabilitation Design)	127 - 128
	d. Approve applications for lottery fund reimbursements for city and county school systems	129 - 131
	e. Authorize execution of the lease between Sampson County and North Carolina State Employees Credit Union for 20 ft. by 24 ft tract for placement of automated teller machine (ATM) on County Complex	132 - 137
	f. Award the bid for CDBG-NR grant administration services to The Adams Company	138
	g. Authorize the execution of the Grant Agreement and Funding Approval documents for CDBG No. 19-C-3137 Neighborhood Revitalization	139 - 152
	h. Approve the tax refunds and releases as submitted	153 - 166
	i. Approve budget amendments as submitted	167 - 172
	<b>Consent Agenda – Board of Health Items</b>	173
	j. Approve fee revisions as recommended by the Health Advisory Board	174
	k. Approve Health Department Volunteer Policy	175 - 184
<b>Item 5</b>	<b>Board Information (Board of Health Items)</b>	185 - 186
	a. Health Advisory Board Meeting Minutes, January 25, 2021	187 - 190
	b. Dangerous Dog Appeal Hearing Minutes, January 27, 2021	191 - 194

**Item 5 Board Information, continued**

c. Communicable Disease Report - 2020 **195 - 196**

**Item 6 County Manager's Reports**

**Item 7 Public Comment Period** **197 - 198**

*Comments will be received orally from those present (waiting in the lobby), following the Board's established Rules of Procedure. In addition, written comments will be accepted until 5 pm on the date of the meeting via mail or email. Comments received by the deadline will be read aloud by the Clerk and included in the official minutes of the meeting (unless they violate the Board's Rules of Procedure).*

**Adjournment**

---

**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

---

ITEM ABSTRACT

ITEM NO. 1 (a)

Meeting Date: April 5, 2021	<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
	<input checked="" type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
	<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue
	<input type="checkbox"/>		<input type="checkbox"/>	

---

**SUBJECT:** Update on Closure of Highway 421 Rest Area

**DEPARTMENT:** NCDOT

**PUBLIC HEARING:** No

**CONTACT PERSON(S):** Chad Kimes, Division Engineer

**PURPOSE:** To receive an update from Division Engineer Chad Kimes on status of rest area

**ATTACHMENTS:** None

**BACKGROUND:**

In early 2020, the County received notice of the imminent closure of the rest area on U.S. 421 (Taylors Bridge Highway), near Six Runs Creek. At the time NCDOT noted the closure was an effort to reduce expenditures and maintenance contracts. The average cost to maintain the rest area, one of the three least visited rest areas of the 58 sites in the state, was reported at \$2.40 per user, as compared to the average of 61 cents statewide.

Division 3 Engineer Chad Kimes will be present with an update on the site.

**RECOMMENDED ACTION OR MOTION:**

No action required

---

**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

---

ITEM ABSTRACT

ITEM NO.    2 (a-c)

Meeting Date: April 5, 2021	<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 checked="" type="checkbox"/> Planning/Zoning <input type="checkbox"/> Water District Issue
-----------------------------	---	--

---

**SUBJECT:** Planning Issues

**DEPARTMENT:** Inspections and Planning Department

**PUBLIC HEARING:** Item a - no  
Items b & c - yes

**CONTACT PERSON:** Austin Brinkley, Senior Planner  
Joel Starling, County Attorney

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

**ATTACHMENTS:** Planning Staff Memoranda; Plat Documents

**BACKGROUND:**

- a. Consideration of Preliminary Plan for Countryside Acres (15-lots, RA) Mr. Brinkley will review the request for approval of the preliminary plan for the 15-lot Countryside Acres Subdivision, located on Kitty Fork Road. The preliminary plan was reviewed by the Planning Board at their March 8, 2021 meeting and unanimously recommended for approval.
  
- b. **(Public Hearing)** Consideration of Request to Rezone Tax Parcel ID # 13003301001 from Unzoned to Residential Agricultural (RA) The Chairman should open the hearing and call upon Mr. Brinkley to present the request by David E. Baggett to rezone an approximately .50-acre parcel located on Giddensville Road from being unzoned to Residential Agricultural (RA). The Planning Board recommends the approval of the rezoning request, finding the request is consistent with the goals and objectives of the Sampson County Land Use Plan and other long-range planning documents due to the fact this parcel is in the general vicinity of agricultural use and low-density residential development. The Chairman should call upon the Clerk to read any comments which have been submitted prior to the hearing, then close the hearing.
  
- c. **(Public Hearing)** Consideration of Request to Rezone Tax Parcel ID # 10060380004 from Residential (R) Zoning to Commercial (C) The Chairman should open the hearing and call upon Mr. Brinkley to present the request by Jimmy R. Tyndall to rezone a 1.07-acre parcel located at 3226 Fayetteville Hwy. Dunn, NC, from (R) Residential to (C) Commercial. The Planning Board recommends the approval of the rezoning request, finding the request is consistent with the goals and objectives of the Sampson County Land Use Plan and other long-range planning documents due to the fact this parcel is adjacent

to a parcel zoned Commercial, as well as the parcel has frontage on a major thoroughfare. The Chairman should call upon the Clerk to read any comments which have been submitted prior to the hearing, then close the hearing.

**RECOMMENDED ACTION OR MOTION:**

- a. Approve the preliminary plan for Countryside Acres, as recommended by the Planning Board
- b. Approve the request to Rezone Tax Parcel ID # 13003301001 from Unzoned to Residential Agricultural (RA), accepting the presented findings of fact and making the following zoning consistency statement: *Whereas, in accordance with the provisions of the North Carolina Statute 153A-341 the Sampson County Board of Commissioners does hereby find and determine that the recommendation of the Zoning Map amendment R21-01 is consistent with the goals and objectives of the Sampson County Land Use Plan and the other long range planning documents due to the fact this parcel is in the general vicinity of agricultural use and low-density residential development.*
- c. Approve the request to Rezone Tax Parcel ID # 10060380004 from the Residential (R) Zoning to Commercial (C), accepting the presented findings of fact and making the following zoning consistency statement: *Whereas, in accordance with the provisions of the North Carolina Statute 153A-341 the Sampson County Board of Commissioners does hereby find and determine that the recommendation of the Zoning Map amendment R21-02 is consistent with the goals and objectives of the Sampson County Land Use Plan and the other long range planning documents due to the fact this parcel is adjacent to a parcel zoned Commercial, as well as the parcel has frontage on a major thoroughfare.*

# *Sampson County Inspections & Planning Department*

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



To: Ed Causey, County Manager  
Susan Holder, Assistant County Manager

From: Austin Brinkley, Senior Planner, CZO, CFM

Subject: April 5, 2021, Board of Commissioners Meeting

Date: March 24, 2021

## **COUNTRYSIDE ACRES (PRELIMINARY PLAN)**

The Preliminary Plan for **Countryside Acres** was reviewed by the Sampson County Planning Board at their March 8, 2021, meeting. Austin Brinkley, Senior Planner, provided an overview of the preliminary plan which proposes 15 single-family lots being created. The subdivision is located on Kitty Fork Road and the subject property is located within the Residential Agricultural (RA) Zoning District. The properties will be served by individual septic systems and county water. The street serving the subdivision is proposed to be a public right-of-way. There are no proposed parcels located in the regulated floodplain nor are there any proposed parcels located in the 404 wetlands.

Staff is recommending approval of the preliminary plan due to its compliance with the Sampson County Subdivision Ordinance.

## **BAGGETT REZONING (UNZONED TO RESIDENTIAL AGRICULTURAL)**

The proposed **BAGGETT REZONING** for Tax Parcel 13003301001 was reviewed by the Sampson County Planning Board at their March 8, 2021, meeting. Austin Brinkley, Senior Planner, provided an overview of the proposed rezoning, which is a proposal to rezone the tax parcel from being Unzoned to a Residential Agricultural (RA) Zoning District. The parcel is 0.50 acres and is located at 2626 Giddensville Road. The parcel is served by well water and an individual septic system. The Sampson County Land Use Plan classifies the parcel as being within the Rural Residential/Agriculture Land Use Category.

The Planning Board voted 5-0 to recommend approval of the rezoning request. The recommendation for approval is based off of the fact that the parcel is located within the general vicinity of agricultural use and low-density residential development. The absence of County water and sewer service do not present this parcel as being a potential candidate for urban density development which is not consistent with the purpose of the Residential Agricultural (RA) Zoning District.

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

405 County Complex Rd. STE 110

Clinton, North Carolina 28328

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

### **TYNDALL REZONING (RESIDENTIAL TO COMMERCIAL)**

The proposed **TYNDALL REZONING** for Tax Parcel 1006038004 was reviewed by the Sampson County Planning Board at their March 8, 2021, meeting. Austin Brinkley, Senior Planner, provided an overview of the proposed rezoning, which is a proposal to rezone the tax parcel from Residential (R) to Commercial (C). The parcel is 1.07 acres and is located at 3226 Fayetteville Highway. The parcel is served by County water and an individual septic system. The Sampson County Land Use Plan classifies the parcel as being within the Residential Growth Land Use Category.

The Planning Board voted 5-0 to recommend approval of the rezoning request. The recommendation for approval is based off of the fact that this parcel is adjacent to a parcel zoned Commercial, as well as the parcel has frontage on Fayetteville Hwy, which is a major highway within the County. The Commercial (C) Zoning District desires properties to have appropriate traffic access to conduct business.



Public Notice

Sampson County, North Carolina

Notice is hereby given that a Public Hearing will be held by the Sampson County Board of Commissioners at the County Auditorium located at 437 Rowan Rd., Clinton, NC, on April 5, 2021, at 6:00 p.m., for the purpose of considering the following:

A Rezoning request by David E. Baggett, to rezone tax parcel ID # 13003301001 from Unzoned to the Residential Agricultural (RA) Zoning District.

A Rezoning request by Jimmy R. Tyndall, to rezone tax parcel ID # 10060380004 from the Residential (R) Zoning District to the Commercial (C) Zoning District.

A copy of the proposed request is on file at the Sampson County Planning & Zoning Department 405 County Complex Rd. Bldg. B, Clinton NC for inspection by all interested citizens.

Publish

March 13, 2020

March 20, 2020

BOARD OF COMMISSIONERS NOTICE

## ***Sampson County Planning Department***

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



### Minutes of the Sampson County Planning Board

#### Meeting Date

March 8, 2021

#### Members Present

Marilyn Brooks  
Houston Crumpler, III  
Jay Darden  
Gail Gainey  
Jason Tyndall

#### Members Absent

County Attorney Joel Starling, Senior Planner Austin Brinkley, and Planner Michelle Lance were also present.

Marilyn Brooks gave the invocation and Chairman Crumpler led the Pledge of Allegiance.

#### Minutes Approved

Chairman Crumpler asked the Board to review the minutes and written decision for SU21-01 of the February 15, 2021 meeting. Jay Darden made a motion that the minutes and written decision be approved as presented. The motion was seconded by Marilyn Brooks.

Ayes: Unanimous

#### New Business

##### R21-01 Baggett Rezoning

A rezoning request by David E Baggett to rezone an approximately .50-acre parcel located on Giddensville Rd. from being unzoned to the Residential Agricultural (RA) Zoning District.

Senior Planner Austin Brinkley, presented the Planning Board with the following findings of fact for consideration by the Planning Board:

1. David E. Baggett has signed the rezoning application as the owner of the property under consideration.
2. The subject property is currently vacant with no existing structures.
3. The property contains .50 acres and has direct frontage on Giddensville Rd.
4. The use of adjacent properties are Agricultural/Forestry farmland, single-family dwellings, and manufactured home residences.
5. The immediate surrounding properties are in an unzoned portion of Sampson County.
6. All adjacent property owners within 100' have been notified by mail and the property has been posted.

After Board discussion, Marilyn Brooks moved to recommend approval of R21-01 to the Sampson County Board of Commissioners based on the following zoning consistency statement:

Whereas, in accordance with the provisions of the North Carolina Statute 153A-341 the Sampson County Planning Board does hereby find and determine that the recommendation of the Zoning Map amendment R21-01 is consistent with the goals and objectives of the Sampson County Land Use Plan and the other long range planning documents due to the fact this parcel is in the general vicinity of agricultural use and low-density residential development.

The motion was seconded by Gail Gainey and unanimously recommended for approval by the Board.

Ayes: Unanimous

### **R21-02 Tyndall Rezoning Request**

A rezoning request by Jimmy R Tyndall to rezone a 1.07-acre parcel located at 3226 Fayetteville Hwy. Dunn, NC, from (R) Residential to (C) Commercial.

Senior Planner Austin Brinkley, presented the Planning Board with the following findings of fact for consideration by the Planning Board:

1. Jimmy R. Tyndall has signed the rezoning application as the owner of the property under consideration.
2. The subject property is currently being utilized as residential property.
3. The subject property is 1.07 acres with direct frontage on Fayetteville Hwy (Highway 13).
4. The adjacent property to the west is zoned (C) Commercial and is being used as a commercial business site.
5. The immediate surrounding properties are in the Commercial, Residential, and Residential Agricultural Zoning District's.
6. All adjacent property owners within 100' have been notified by mail and the property has been posted.

After Board discussion, Jay Darden moved to recommend approval of R21-02 to the Sampson County Board of Commissioners based on the following zoning consistency statement:

Whereas, in accordance with the provisions of the North Carolina Statute 153A-341 the Sampson County Planning Board does hereby find and determine that the recommendation of the Zoning Map amendment R21-02 is consistent with the goals and objectives of the Sampson County Land Use Plan and the other long range planning documents due to the fact this parcel is adjacent to a parcel zoned Commercial, as well as the parcel has frontage on a major thoroughfare.

The motion was seconded by Jason Tyndall and was unanimously recommended for approval by the Board.

Ayes: Unanimous

## **Preliminary Subdivision Plan Review**

Countryside Acres- A 15 lot preliminary plan request by developer Tammy & Kevin Powell located on Kitty Fork Rd. Clinton, NC.

Senior Planner Austin Brinkley presented “Countryside Acres,” a 15-lot preliminary plan request by Tammy & Kevin Powell located on Kitty Fork Rd in the Belvoir Township. The developer proposes to subdivide 10.62 acres owned by Cape Fear Industries USA Inc., into 15 single-family lots that will be served by County water and individual septic systems. Mr. Brinkley recommended approval of the preliminary plan due to its compliance with the Sampson County Subdivision Ordinance and entertained questions and comments from the Board.

Member Jason Tyndall informed the Board of a current affiliation with the subject property. Mr. Tyndall stated he presently leases the property for farming. County Attorney Joel Starling answered being that Mr. Tyndall is not the deeded owner of the property he did not feel he would need to recuse himself from the vote.

Member Gail Gainey disclosed to the Board a prior affiliation with the subject property. Acting as the Real Estate Agent, Mrs. Gainey sold the property to its current owner in 2019. County Attorney Joel Starling expressed being that the subject property is not currently under contract, nor a sale pending with Mrs. Gainey being the realtor, he thought she would not need to recuse herself from the vote.

Mr. Starling thanked the members for their transparency.

Member Marilyn Brooks made a motion that the submitted preliminary plan be recommended for approval to the Sampson County Board of Commissioners. The motion was seconded by Gail Gainey and unanimously recommended for approval by the Board.

Ayes: Unanimous

## **Other Business**

### **Quasi-Judicial Procedure**

Senior Planner Austin Brinkley presented an overview of the quasi-judicial review process as a refresher for the Planning Board Members.

### **Amendment to regular meeting schedule**

Mr. Brinkley informed the Board that due to a conflict with scheduling of the auditorium and some holidays an amendment to the regular Planning Board meeting schedule would need to be made. Mr. Brinkley asked that June 14<sup>th</sup> meeting be changed to June 21, July 12<sup>th</sup> be changed to July 19<sup>th</sup>, and September 13<sup>th</sup> to September 20<sup>th</sup>. A motion was made by Marilyn Brooks to accept the dates as presented. The motion was seconded by Jay Darden and was unanimously approved by the Board.

Ayes: Unanimous

There being no further business Chairman Crumpler called for a motion to adjourn. Motion to adjourn was made by Marilyn Brooks and seconded by Gail Gainey.

The Planning Board adjourned at 6:59 p.m.

---

Houston Crumpler III, Chairman

---

Austin Brinkley, Secretary

# Countryside Acres STAFF REPORT

Sampson County Planning & Zoning

Preliminary Plan

## PROPOSAL SUMMARY

**PRELIMINARY PLAN:** Countryside Acres

**Property Location:** Kitty Fork Road

**Request:** Developer proposes to subdivide 10.62 acres into 15 single-family lots

**Surveyor/Engineer:** Enoch Engineers

**Developer:** Tammy & Kevin Powell

**Applicant:** Enoch Engineers

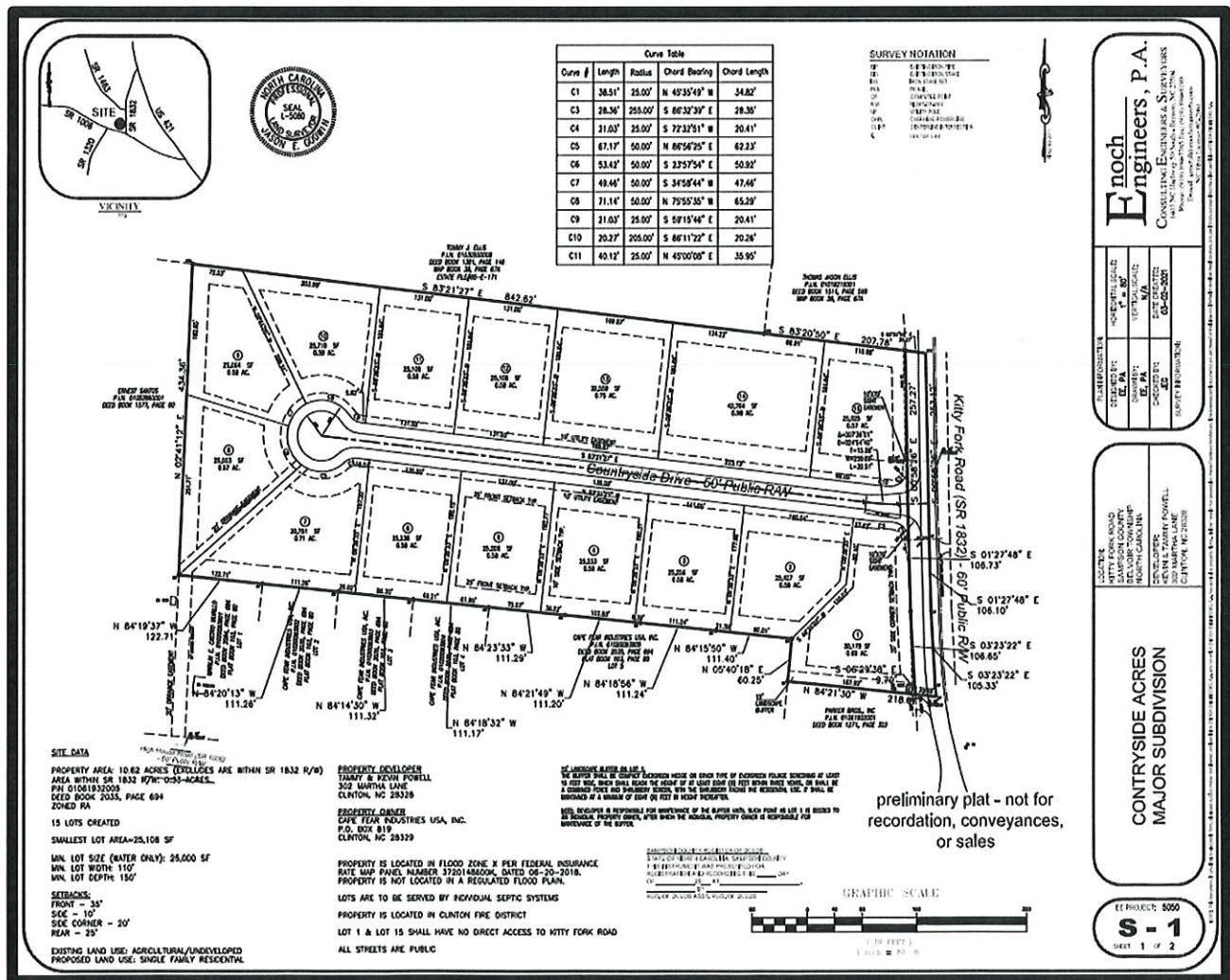
**Existing Land Use:** Vacant

**Property Owner:** Cape Fear Industries USA, Inc.

**Zoning District:** Residential Agricultural (RA)

**Tax Parcel:** 01061932005

**Township:** Belvoir



# Countryside Acres STAFF REPORT

Sampson County Planning & Zoning

Preliminary Plan

## SUMMARY OF ANALYSIS & RECOMMENDATION

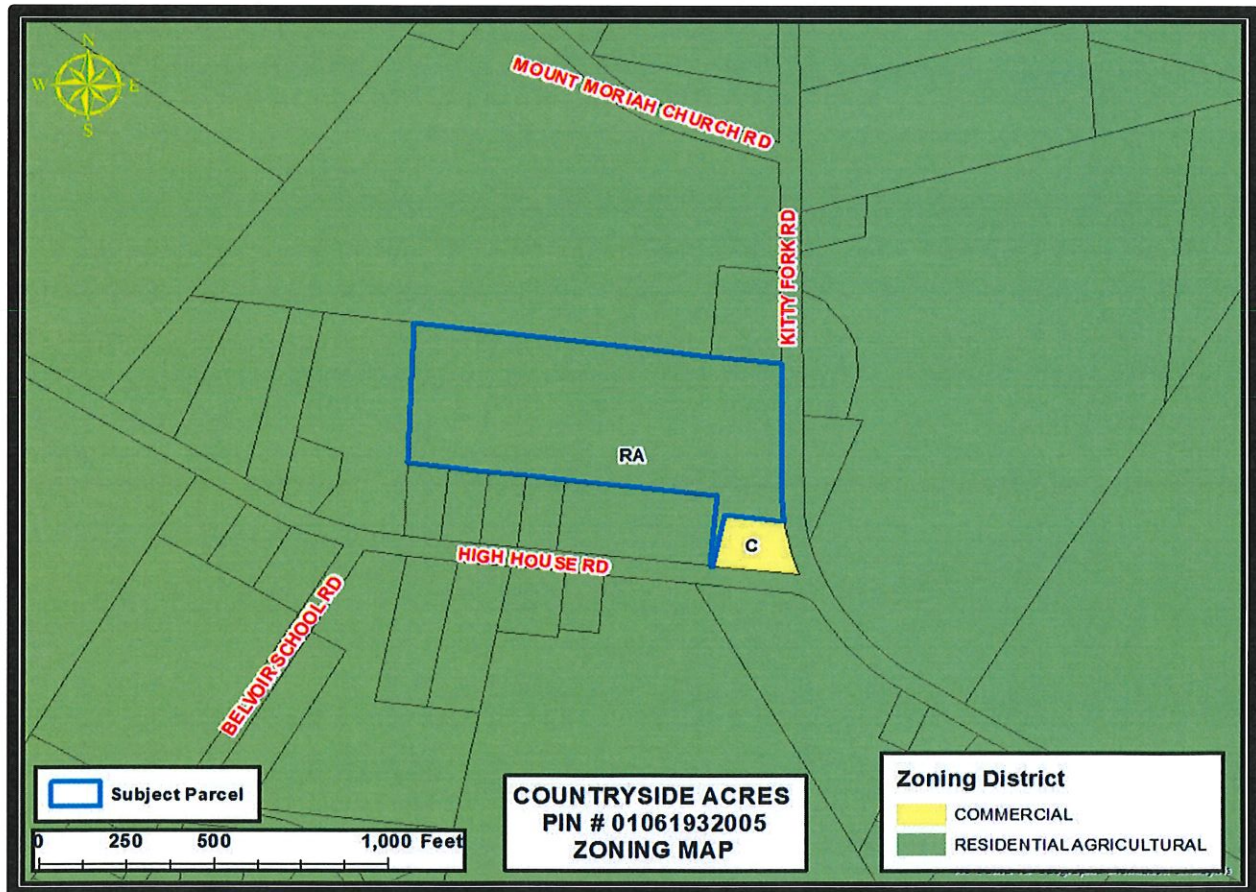
Staff is recommending approval of the preliminary plan due to its compliance with the Sampson County Subdivision Ordinance.

## ANALYSIS OF COMPATIBILITY WITH ADOPTED PLANS

### Sampson County Land Use Plan

The subject property is in the area designated as Residential Growth. This area has been determined to have a greater potential for development than the eastern and southern portions of Sampson County. Appropriate uses in the Residential Growth area include single-family home sites, residential subdivisions and manufactured home parks.

### Zoning



# Countryside Acres

## STAFF REPORT

The subject property is located in the Residential Agricultural (RA) Zoning District. The purpose of the Residential Agricultural (RA) Zoning District is to provide an environment for residential use at densities that correspond with the available services and general farming operations as defined herein. It is intended to protect the agricultural sections of the community from an increase of urban density development that would make the land less suitable for farms and to protect residential development that is primarily dependent on private wells and septic tanks to insure a safe and healthy living environment. In addition, some uses that are necessary in a rural environment, which are nonresidential in nature may be allowed with conditions or by special use.

### Environmental Site Conditions

- **Flood** – The parcel is not located within the regulated floodplain.
- **Wetlands** – There are no wetlands located on the subject parcel.

### Water & Sewer Utilities

- The lots will be served by Sampson County water and individual septic systems.

### Transportation

Traffic Count Year	Road Name	Average Trips per day (ATD) – Actual	Design Capacity (ADT)
2019	High House Rd.	1,900	9,300

### Fire Service Protection

- Fire service is provided by the City of Clinton

### District Schools

- Clinton City Schools





**MOUNT MORIAH CHURCH RD**

**KITTY FORK RD**

**HIGH HOUSE RD**

**BELVOIR SCHOOL RD**



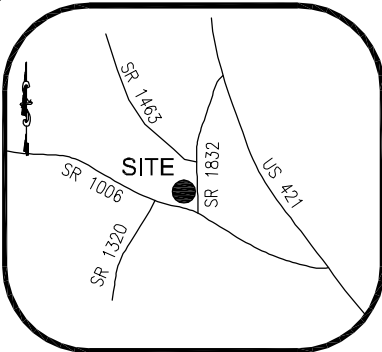
RA

C

 Subject Parcel

0 250 500 1,000 Feet

**COUNTRYSIDE ACRES**  
**PIN # 01061932005**  
**PRELIMINARY SUBDIVISION**



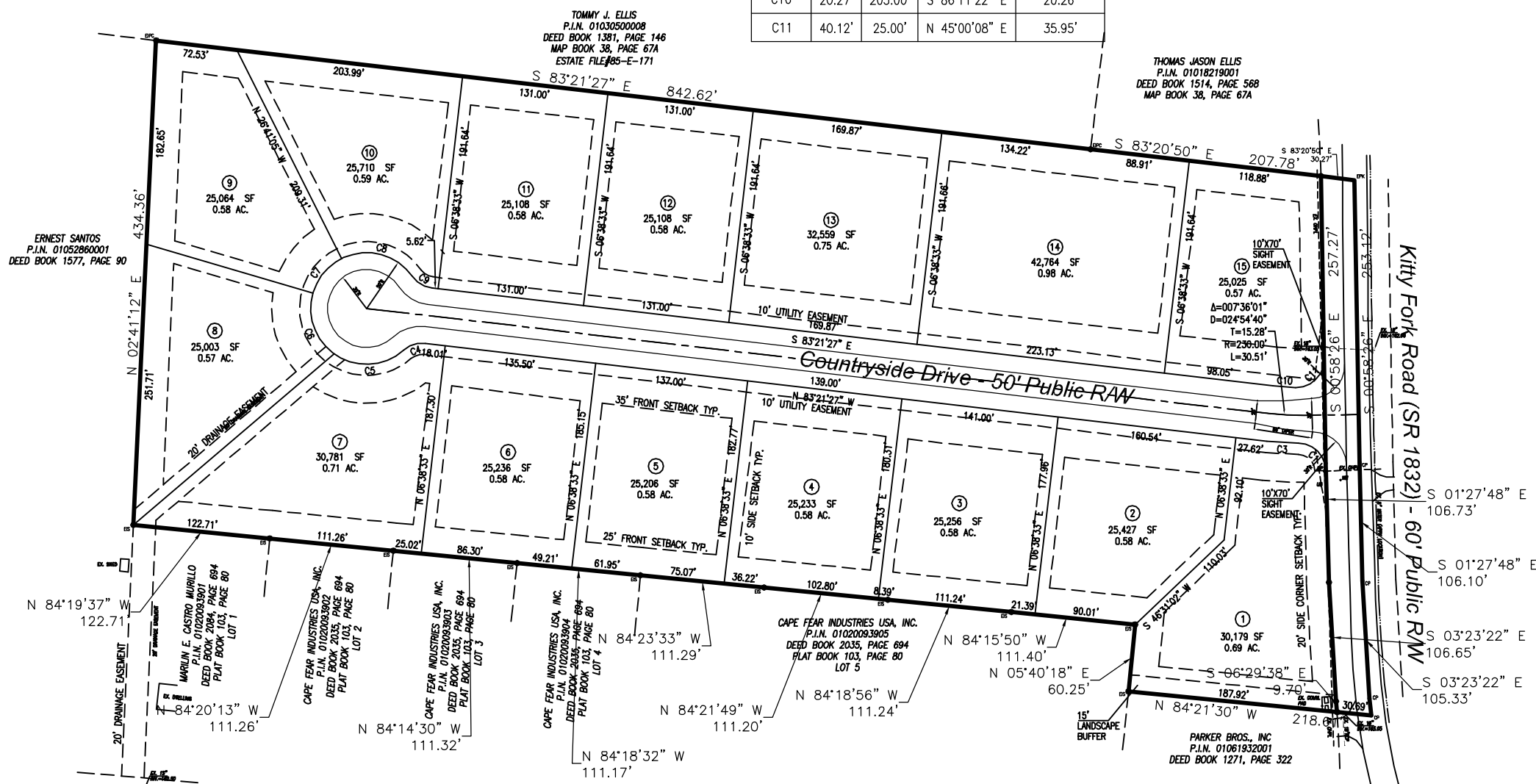
VICINITY  
NTS



Curve Table				
Curve #	Length	Radius	Chord Bearing	Chord Length
C1	38.51'	25.00'	N 45°35'49" W	34.82'
C3	28.36'	255.00'	S 86°32'39" E	28.35'
C4	21.03'	25.00'	S 72°32'51" W	20.41'
C5	67.17'	50.00'	N 86°56'25" E	62.23'
C6	53.42'	50.00'	S 23°57'54" E	50.92'
C7	49.46'	50.00'	S 34°58'44" W	47.46'
C8	71.14'	50.00'	N 75°55'35" W	65.29'
C9	21.03'	25.00'	S 59°15'46" E	20.41'
C10	20.27'	205.00'	S 86°11'22" E	20.26'
C11	40.12'	25.00'	N 45°00'08" E	35.95'

**SURVEY NOTATION**

- EIP EXISTING IRON PIPE
- EIS EXISTING IRON STAKE
- ISS IRON STAKE SET
- PKN PK NAIL
- CP COMPUTED POINT
- R/W RIGHT-OF-WAY
- UPFL UTILITY POLE
- OHPL OVERHEAD POWER LINE
- CL INT CENTERLINE INTERSECTION
- CL CENTER LINE



**SITE DATA**

PROPERTY AREA: 10.62 ACRES (EXCLUDES ARE WITHIN SR 1832 R/W)  
 AREA WITHIN SR 1832 R/W: 0.33 ACRES  
 PIN 01061932005  
 DEED BOOK 2035, PAGE 694  
 ZONED RA

15 LOTS CREATED  
 SMALLEST LOT AREA=25,108 SF

MIN. LOT SIZE (WATER ONLY): 25,000 SF  
 MIN. LOT WIDTH: 110'  
 MIN. LOT DEPTH: 150'

**SETBACKS:**  
 FRONT - 35'  
 SIDE - 10'  
 SIDE CORNER - 20'  
 REAR - 25'

EXISTING LAND USE: AGRICULTURAL/UNDEVELOPED  
 PROPOSED LAND USE: SINGLE FAMILY RESIDENTIAL

**PROPERTY DEVELOPER**  
 TAMMY & KEVIN POWELL  
 302 MARTHA LANE  
 CLINTON, NC 28328

**PROPERTY OWNER**  
 CAPE FEAR INDUSTRIES USA, INC.  
 P.O. BOX 819  
 CLINTON, NC 28329

PROPERTY IS LOCATED IN FLOOD ZONE X PER FEDERAL INSURANCE  
 RATE MAP PANEL NUMBER 3720148600K, DATED 06-20-2018.  
 PROPERTY IS NOT LOCATED IN A REGULATED FLOOD PLAIN.

LOTS ARE TO BE SERVED BY INDIVIDUAL SEPTIC SYSTEMS  
 PROPERTY IS LOCATED IN CLINTON FIRE DISTRICT  
 LOT 1 & LOT 15 SHALL HAVE NO DIRECT ACCESS TO KITTY FORK ROAD  
 ALL STREETS ARE PUBLIC

**15' LANDSCAPE BUFFER ON LOT 1:**  
 THE BUFFER SHALL BE COMPACT EVERGREEN HEDGE OR OTHER TYPE OF EVERGREEN FOLIAGE SCREENING AT LEAST 15 FEET WIDE, WHICH SHALL REACH THE HEIGHT OF AT LEAST EIGHT (8) FEET WITHIN THREE YEARS, OR SHALL BE A COMBINED FENCE AND SHRUBBERY SCREEN, WITH THE SHRUBBERY FACING THE RESIDENTIAL USE. IT SHALL BE MAINTAINED AT A MINIMUM OF EIGHT (8) FEET IN HEIGHT THEREAFTER.

NOTE: DEVELOPER IS RESPONSIBLE FOR MAINTENANCE OF THE BUFFER UNTIL SUCH POINT AS LOT 1 IS DEEDED TO AN INDIVIDUAL PROPERTY OWNER, AFTER WHICH THE INDIVIDUAL PROPERTY OWNER IS RESPONSIBLE FOR MAINTENANCE OF THE BUFFER.

SAMPSON COUNTY REGISTER OF DEEDS  
 STATE OF NORTH CAROLINA, SAMPSON COUNTY  
 THIS INSTRUMENT WAS PRESENTED FOR  
 REGISTRATION AND RECORDING THIS \_\_\_\_ DAY  
 OF \_\_\_\_ 20\_\_ AT \_\_\_\_  
 BY \_\_\_\_  
 REG. OF DEEDS ASST. REG. OF DEEDS

preliminary plat - not for  
 recordation, conveyances,  
 or sales

**GRAPHIC SCALE**



( IN FEET )  
 1 inch = 80 ft.

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

PLAN INFORMATION:  
 DESIGNED BY: EE, PA  
 DRAWN BY: EE, PA  
 CHECKED BY: JEG  
 DATE CREATED: 03-02-2021  
 SURVEY INFORMATION:

LOCATION:  
 KITTY FORK ROAD  
 SAMPSON COUNTY  
 BELVOIR TOWNSHIP  
 NORTH CAROLINA

DEVELOPER:  
 KEVIN & TAMMY POWELL  
 302 MARTHA LANE  
 CLINTON, NC 28328

**CONTRYSIDE ACRES  
 MAJOR SUBDIVISION**

EE PROJECT: 5050  
**S - 1**  
 SHEET 1 OF 2

NOTE: This document is prepared or edited by Enoch Engineers, P.A. and/or its staff. Enoch Engineers, P.A. has no liability for any errors or omissions in this document. It is the responsibility of the user to verify the accuracy of the information contained herein. Enoch Engineers, P.A. is not responsible for any errors or omissions in this document. It is the responsibility of the user to verify the accuracy of the information contained herein.



MOUNT MORIAH CHURCH RD


KITTY FORK RD

RA

C

HIGH HOUSE RD



BELVOIR SCHOOL RD

 Subject Parcel

0 250 500 1,000 Feet

**COUNTRYSIDE ACRES**  
**PIN # 01061932005**  
**ZONING MAP**

**Zoning District**

-  COMMERCIAL
-  RESIDENTIAL AGRICULTURAL

# Baggett Rezoning Request STAFF REPORT

Sampson County Planning & Zoning

R21-01

---

## REQUEST SUMMARY

**Application Number:** R21-01

**Property Location:** 2626 Giddensville Rd.

**Request:** Rezone parcel from being unzoned to the Residential Agricultural (RA) Zoning District. **Acreage:** 0.50 acres

**Applicant:** David E. Baggett

**Existing Land Use:** Vacant

**Property Owner:** David E. Baggett

**Current Zoning:** Unzoned

**Tax Parcel:** 13003301001

**Proposed Zoning:** Residential Agricultural (RA)

---



## STAFF RECOMMENDATION

Staff recommends approval of the rezoning request based on the fact that this is a parcel in the general vicinity of agricultural use and low-density residential development. The absence of County water and sewer do not present this property as being a potential candidate for urban

# Baggett Rezoning Request

## STAFF REPORT

---

density development which is not consistent with the purpose of the Residential Agricultural (RA) Zoning District.

### COMPATIBILITY WITH ADOPTED PLANS

The Sampson County Land Use Plan classifies this site as being within the Rural Residential/Agriculture land use designation.

The Rural Residential/Agricultural Land Use Category's purpose is to support very limited public, institutional, office, and commercial uses meeting locational criteria. Locational criteria for non-residential uses include frontage and access to a major state highway or secondary road, proximity to similar uses, and spatial separation from non-compatible uses such as existing residential development. Land uses within this category are expected to develop with public water or private wells and with private septic tank systems.

Appropriate land uses would include low-density residential, agriculture, and forestry.

The types of uses allowed in the Residential Agricultural (RA) Zoning District overall meet the main purpose and intent of the Rural Residential/Agricultural Land Use Category. This proposed rezoning would be consistent with the Sampson County Land Use Plan.

### SYNOPSIS OF SITE AND SURROUNDING INFRASTRUCTURE

The subject property is currently vacant with no existing structures. It contains 0.50 acres and has direct frontage on Giddensville Road. The use of adjacent properties are Agriculture/Forestry farmland in the general vicinity and single-family and manufactured home residences. The immediate surrounding properties are located in an unzoned portion of Sampson County.

### Environmental Site Conditions

- **Flood** – This parcel is not located within the regulated floodplain.
- **Wetlands** – Wetlands are not show on the recorded plat.

# Baggett Rezoning Request

## STAFF REPORT

---

### Fire Service Protection

Fire service at the site is provided by the Piney Grove Volunteer Fire Department.

### Surrounding Zoning and Land Use

All surrounding properties are unzoned.

### Water & Sewer Utilities

- The property is served by well water and individual septic

### Traffic Impacts & AADT

Traffic Count Year	Road Name	Average Trips per day (ATD) – Actual	Capacity (ATD)
2019	Giddensville Road	850	9,300

The uses allowed in the Residential Agricultural (RA) Zoning District would not generate a significant traffic impact upon Giddensville Road, the ATD is well below the design capacity for Giddensville Rd., in addition to the fact the parcel size and available utilities will limit the extent of what the property may be used for.

### District Schools

- Hobpton Elementary School
- Hobpton Middle School
- Hobpton High School

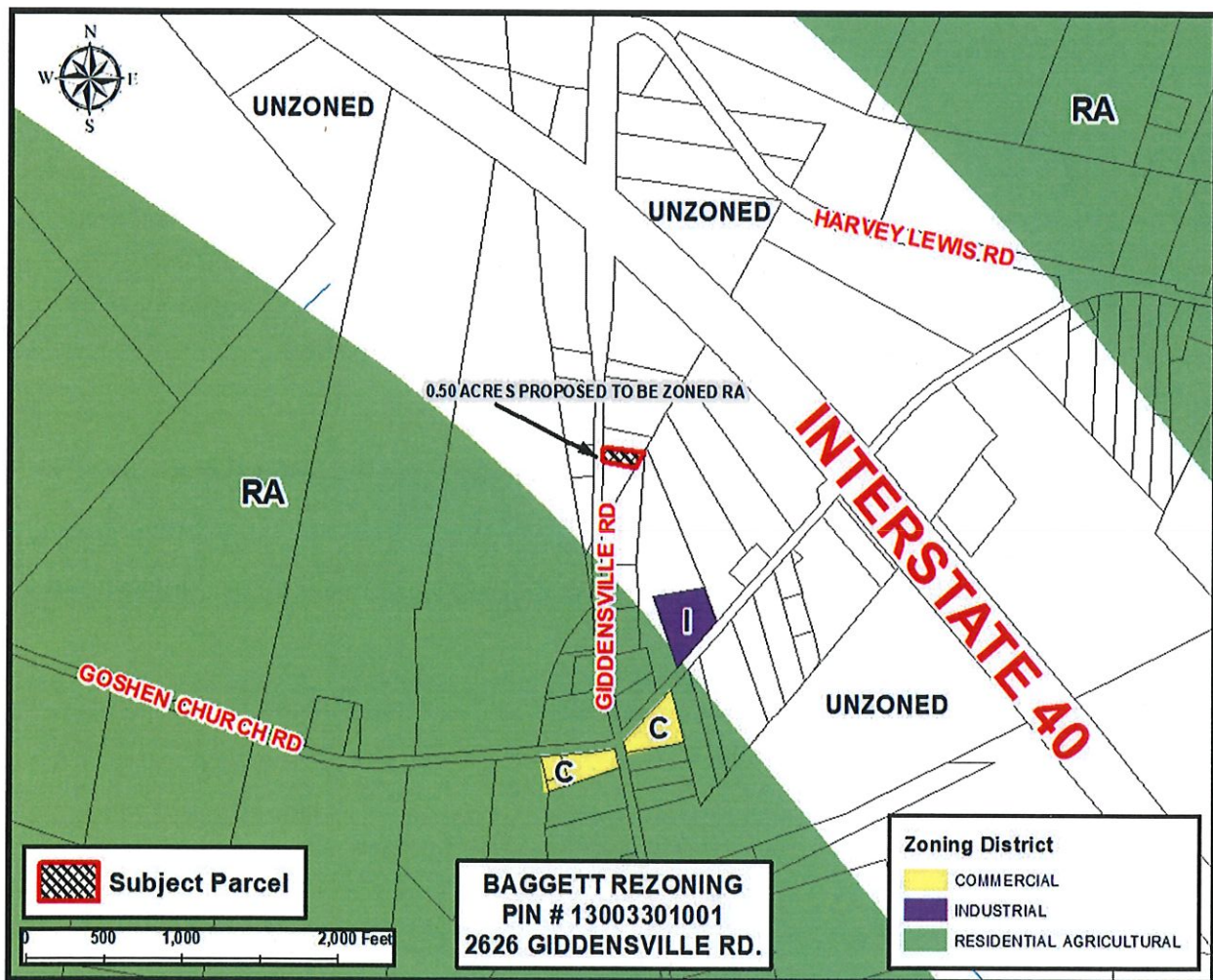
### ZONING DISTRICT COMPARISON – Unzoned to Residential Agricultural (RA)

The subject property is currently located in a portion of the County that does not have zoning. Rezoning this property to Residential Agricultural (RA) would place the property in a zone that supports the following.

The purpose of the Residential Agricultural (RA) Zoning District is to provide an environment for residential use at densities that correspond with the available services and general farming

# Baggett Rezoning Request STAFF REPORT

operations as defined herein. It is intended to protect the agricultural sections of the community from an increase of urban density development that would make the land less suitable for farms and to protect residential development that is primarily dependent on private wells and septic tanks to insure a safe and healthy living environment. In addition, some uses that are necessary in a rural environment, which are nonresidential in nature may be allowed with conditions or by special use.



# Baggett Rezoning Request STAFF REPORT

## ZONING COMPARISON TABLE

UNZONED	Residential Agricultural (RA)
<p>No lot size</p> <p>No density requirements</p>	<p>10,000 sq ft minimum lot size (public water &amp; sewer available)</p> <p>25,000 sq ft minimum lot size (public water w/ no sewer available)</p> <p>30,000 sq ft minimum lot size (no public water &amp; no public sewer)</p> <p>No density requirements</p>
<p>This property is located in a portion of the County that is unzoned.</p>	<p><b>PERMITTED USES</b></p> <p>Agriculture (Bona Fide Farms)</p> <p><b>Residential Uses</b></p> <p>Single-Family Dwelling</p> <p>Class A &amp; B Manufactured Home</p> <p>*Dwelling Duplexes</p> <p>*Dwelling Multi-Family</p> <p><b>Commercial Uses</b></p> <p>*Bed and Breakfast</p> <p>*Beauty &amp; Barber Shops</p> <p>*Day Care Facilities</p> <p>*Post Offices</p> <p>*Restaurants</p> <p>*Automobile Sales</p> <p><b>(THIS IS NOT A COMPLETE LIST OF USES, JUST AN OVERVIEW OF CERTAIN TYPES)</b></p> <p>*Permitted Uses with Conditions or Special Use</p>



# Baggett Rezoning Request

## STAFF REPORT

Sampson County Planning & Zoning

R21-01

---

### ATTACHMENT 1

#### ORDINANCE REZONING PROPERTY FROM UNZONED TO RESIDENTIAL AGRICULTURAL (RA)

WHEREAS, David E. Baggett, has submitted a petition to rezone Tax Parcel 13003301001 from Unzoned to Residential Agricultural (RA); and,

WHEREAS, The Sampson County Land Use Plan places the proposed rezoning area in the Rural Residential/Agriculture category, and,

WHEREAS, The Rural Residential/Agriculture category's appropriate land uses are identified as being low-density residential, agriculture, and forestry; and,

WHEREAS, The Residential Agricultural (RA) Zoning District is intended to protect the agricultural sections of the community from an increase of urban density development that would make the land less suitable for farms and to protect residential development that is primarily dependent on private wells and septic tanks to insure a safe and healthy living environment; and,

WHEREAS, The types of uses allowed in the Residential Agricultural (RA) Zoning District align with the main purpose and intent of the Rural Residential/Agriculture Land Use Category; and,

WHEREAS, the proposed Rezoning is therefore considered reasonable and in the public interest.

NOW, THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

- A. A. The Official Zoning Map is hereby amended to classify the property known as Tax Parcel 13003301001 as Residential Agricultural (RA).
- B. The above amendment is effective upon the adoption of this Ordinance. Adopted this 5<sup>th</sup> day of April 2021.

SAMPSON COUNTY  
BOARD OF COMMISSIONERS

ATTEST:

---

Susan J. Holder, Clerk to the Board

---

Clark Wooten, Chairman

# Baggett Rezoning Request STAFF REPORT

Sampson County Planning & Zoning

R21-01

---

## ATTACHMENT 2

### RESOLUTION DENYING THE PETITION TO REZONE PROPERTY FROM UNZONED TO RESIDENTIAL AGRICULTURAL (RA)

WHEREAS, David E. Baggett, has submitted a petition to rezone Tax Parcel 13003301001 from Unzoned to Residential Agricultural (RA); and,

WHEREAS, The Sampson County Land Use Plan places the proposed rezoning area in the Rural Residential/Agriculture category; and,

WHEREAS, The Residential Agricultural (RA) Zoning District and Rural Residential/Agriculture Land Use Category is not appropriate; and,

WHEREAS, The proposed rezoning request would encourage development that could negatively impact properties in close proximity; and,

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT: the petition to classify Tax Parcel 13003301001 as Residential Agricultural (RA) is hereby DENIED

Adopted this 5<sup>th</sup> day of April 2021.

SAMPSON COUNTY  
BOARD OF COMMISSIONERS

ATTEST:

---

Susan J. Holder, Clerk to the Board

---

Clark Wooten, Chairman



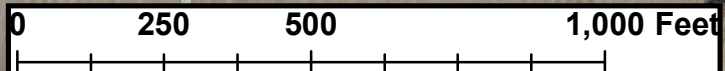
GIDDENSVILLE RD

INTERSTATE 40

GOSHEN CHURCH RD



Subject Parcel



**BAGGETT REZONING**  
**PIN # 13003301001**  
**2626 GIDDENSVILLE RD.**



UNZONED

RA

UNZONED

HARVEY LEWIS RD

0.50 ACRES PROPOSED TO BE ZONED RA

RA

INTERSTATE 40

GIDDENSVILLE RD

UNZONED

GOSHEN CHURCH RD

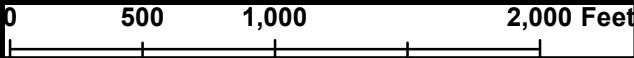
I

C

C






Subject Parcel



**BAGGETT REZONING**  
**PIN # 13003301001**  
**2626 GIDDENSVILLE RD.**

**Zoning District**

-  COMMERCIAL
-  INDUSTRIAL
-  RESIDENTIAL AGRICULTURAL

# Tyndall Rezoning Request

## STAFF REPORT

Sampson County Planning & Zoning

R21-02

### REQUEST SUMMARY

**Application Number:** R21-02

**Property Location:** 3226 Fayetteville Hwy

**Request:** Rezone parcel from the Residential (R) Zoning District to the Commercial (C) Zoning District.

**Acreage:** 1.07 acres

**Applicant:** Jimmy R. Tyndall

**Existing Land Use:** Residential

**Property Owner:** Jimmy R. Tyndall

**Current Zoning:** Residential (R)

**Tax Parcel:** 10060380004

**Proposed Zoning:** Commercial (C)



### STAFF RECOMMENDATION

Staff recommends approval of the rezoning request based on the fact that this parcel is adjacent to a parcel zoned Commercial, as well as the parcel has frontage on Fayetteville Hwy, which is a major highway within the County. The Commercial (C) Zoning District desires properties to have appropriate traffic access to conduct business.

# Tyndall Rezoning Request

## STAFF REPORT

---

### COMPATIBILITY WITH ADOPTED PLANS

The Sampson County Land Use Plan classifies this site as being within the Residential Growth land use designation.

The Residential Growth area is identified as being an area that has a greater potential for development.

Appropriate land uses would include primarily residential development consisting of single-family home sites, residential subdivisions, and manufactured home parks. Limited public, institutional, office, and commercial uses meeting locational criteria could also be expected. Locational criteria for non-residential uses include frontage and access to a major state highway or secondary road, proximity to similar uses and spatial separation from non-compatible uses such as existing residential development. Land uses are preferred to develop with public water and with or without public sewer.

The types of uses allowed in the Commercial (C) Zoning District meet the main purpose and intent of the Residential Growth Land Use Category. This proposed rezoning would be consistent with the Sampson County Land Use Plan due to the parcel fronting on Fayetteville Hwy and the adjacent parcel which is already zoned Commercial.

### SYNOPSIS OF SITE AND SURROUNDING INFRASTRUCTURE

The subject property is currently being utilized as a residential property. It contains 1.07 acres and has direct frontage on Fayetteville Hwy. The use of adjacent properties are as follows; the parcel to the west is being used as a commercial business site, the parcel to the east is being used as a residential property, the adjacent northern and southern parcels are vacant and being utilized as agricultural/forestry land. The immediate surrounding properties are located in the Commercial, Residential, and Residential Agricultural Zoning District's.

### Environmental Site Conditions

- **Flood** – This parcel is not located within the regulated floodplain.
- **Wetlands** – Wetlands are not show on the recorded plat.

### Fire Service Protection

Fire service at the site is provided by the Spivey's Corner Volunteer Fire Department.

# Tyndall Rezoning Request

## STAFF REPORT

### Surrounding Zoning and Land Use

- North – Residential Agricultural (RA) Zoning District
- South – Residential Agricultural (RA) Zoning District
- East – Residential (R) Zoning District
- West – Commercial (C) Zoning District

### Water & Sewer Utilities

- The property is served by County water and individual septic

### Traffic Impacts & AADT

Traffic Count Year	Road Name	Average Trips per day (ATD) – Actual	Capacity (ATD)
2019	Fayetteville Hwy	5,200	19,200

The uses allowed in the Commercial (C) Zoning District have the potential to generate a moderate to significant increase in traffic. The ATD are well below the design capacity for Fayetteville Hwy, therefore any increase should not be significant enough to jeopardize the maximum capacity of Fayetteville Hwy.

### District Schools

- Midway Elementary School
- Midway Middle School
- Midway High School

# Tyndall Rezoning Request

## STAFF REPORT

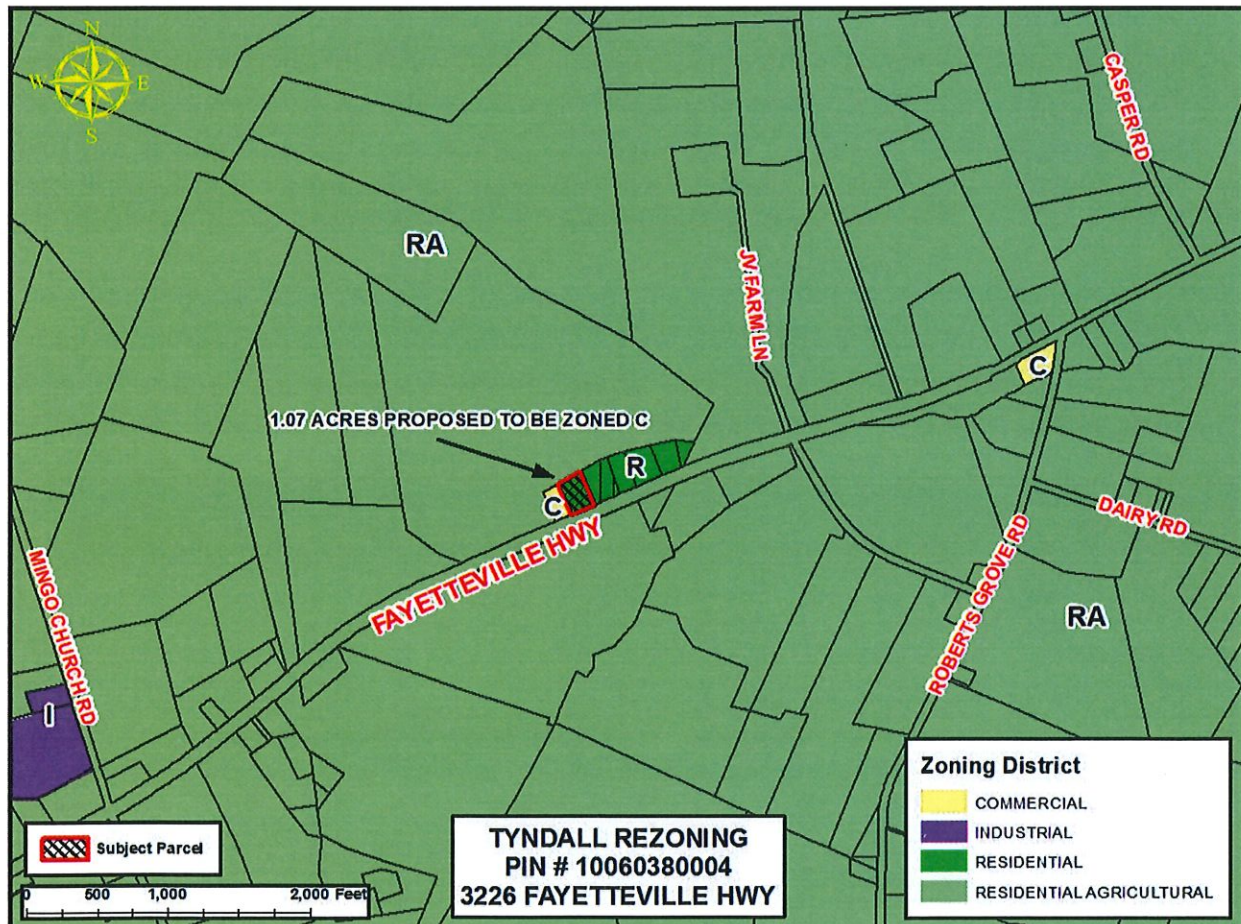
### ZONING DISTRICT COMPARISON – Residential (R) to Commercial (C)

The subject property is currently located in the Residential (R) Zoning District.

The purpose of the Residential (R) Zoning District is to provide an environment for residential use at densities that correspond with the available services while protecting residential use from non-residential use that may create a public health, safety, or general welfare issue or nuisance. The district also protects residential development that is primarily dependent on private wells and septic tanks to insure a safe and healthy living environment.

The subject property is proposed to be zoned Commercial (C).

The purpose of the Commercial (C) Zoning District is to accommodate commercial uses that are essential services that a community needs. It is important that each commercial district be located with appropriate traffic access and proper infrastructure to conduct business. Commercial business should not be detrimental to the public health safety or general welfare.





# Tyndall Rezoning Request STAFF REPORT

**ZONING COMPARISON TABLE**

Residential (R)	Commercial (C)
<p>10,000 sq ft minimum lot size (public water &amp; sewer available)                      25,000 sq ft minimum lot size (public water w/ no sewer available)                      30,000 sq ft minimum lot size (no public water &amp; no public sewer)</p> <p>No density requirements</p>	<p>40,000 sq ft minimum lot size</p> <p>No density requirements</p>
<p style="text-align: center;"><b>PERMITTED USES</b> Churches</p> <p style="text-align: center;"><b>Residential Uses</b> Single-Family Dwelling *Dwelling Duplexes *Dwelling Multi-Family</p> <p style="text-align: center;"><b>Commercial Uses</b> *Public Facilities &amp; Buildings</p> <p style="text-align: center;"><b>(THIS IS NOT A COMPLETE LIST OF USES, JUST AN OVERVIEW OF CERTAIN TYPES)</b></p> <p>*Permitted Uses with Conditions or Special Use</p>	<p style="text-align: center;"><b>PERMITTED USES</b> Animal Shelters &amp; Kennels Automobile Parts Sales Beauty &amp; Barber Shops Car or Truck Wash Contractor/Construction Business Day Care Facilities Veterinary Clinic Produce Stands Restaurants *Adult Entertainment Establishment *Electronic Gaming</p> <p style="text-align: center;"><b>Residential Uses</b> *Single-Family Dwelling *Dwelling Duplexes *Dwelling Multi-Family</p> <p style="text-align: center;"><b>(THIS IS NOT A COMPLETE LIST OF USES, JUST AN OVERVIEW OF CERTAIN TYPES)</b></p> <p>*Permitted Uses with Conditions or Special Use</p>

# Tyndall Rezoning Request

## STAFF REPORT

Sampson County Planning & Zoning

R21-02

### ATTACHMENT 1

#### ORDINANCE REZONING PROPERTY FROM RESIDENTIAL (R) TO COMMERCIAL (C)

WHEREAS, Jimmy R. Tyndall, has submitted a petition to rezone Tax Parcel 10060380004 from Residential (R) to Commercial (C); and,

WHEREAS, The Sampson County Land Use Plan places the proposed rezoning area in the Residential Growth category, and,

WHEREAS, The Residential Growth category is identified as being an area that has a greater potential for development, and calls for commercial uses meeting locational criteria, locational criteria includes frontage on a major state highway; and,

WHEREAS, The Commercial (C) Zoning District identifies that each commercial district be located with appropriate traffic access and proper infrastructure to conduct business; and,

WHEREAS, The types of uses allowed in the Commercial (C) Zoning District align with the main purpose and intent of the Residential Growth Land Use Category; and,

WHEREAS, the proposed Rezoning is therefore considered reasonable and in the public interest.

NOW, THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

- A. A. The Official Zoning Map is hereby amended to classify the property known as Tax Parcel 10060380004 as Commercial (C).
- B. The above amendment is effective upon the adoption of this Ordinance. Adopted this 5<sup>th</sup> day of April 2021.

SAMPSON COUNTY  
BOARD OF COMMISSIONERS

ATTEST:

---

Susan J. Holder, Clerk to the Board

---

Clark Wooten, Chairman

# Tyndall Rezoning Request STAFF REPORT

Sampson County Planning & Zoning

R21-02

---

## ATTACHMENT 2

### RESOLUTION DENYING THE PETITION TO REZONE PROPERTY FROM RESIDENTIAL (R) TO COMMERCIAL (C)

WHEREAS, Jimmy R. Tyndall, has submitted a petition to rezone Tax Parcel 10060380004 from Residential (R) to Commercial (C); and,

WHEREAS, The Sampson County Land Use Plan places the proposed rezoning area in the Residential Growth category; and,

WHEREAS, The Commercial (C) Zoning District and Residential Growth Land Use Category is not appropriate; and,

WHEREAS, The proposed rezoning request would encourage development that could negatively impact properties in close proximity; and,

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT: the petition to classify Tax Parcel 10060380004 as Commercial (C) is hereby DENIED

Adopted this 5<sup>th</sup> day of April 2021.

SAMPSON COUNTY  
BOARD OF COMMISSIONERS

ATTEST:

---

Susan J. Holder, Clerk to the Board

---

Clark Wooten, Chairman



RA

R

C

FAYETTEVILLE HWY

 Subject Parcel

0 75 150 300 Feet

**TYNDALL REZONING**  
**PIN # 1006038004**  
**3226 FAYETTEVILLE HWY**



1.07 ACRES PROPOSED TO BE ZONED C

RA

JV FARM LN

CASPER RD

C

C

R


FAYETTEVILLE HWY

DAIRY RD

RA

ROBERTS GROVE RD





MINGO CHURCH RD

 Subject Parcel

0 500 1,000 2,000 Feet

**TYNDALL REZONING**  
**PIN # 10060380004**  
**3226 FAYETTEVILLE HWY**

**Zoning District**

-  COMMERCIAL
-  INDUSTRIAL
-  RESIDENTIAL
-  RESIDENTIAL AGRICULTURAL

---

**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

---

ITEM ABSTRACT

ITEM NO.     3 (a)

Meeting Date: April 5, 2021	<input type="checkbox"/> Information Only <input type="checkbox"/> Report/Presentation <input checked="" type="checkbox"/> Action Item <input type="checkbox"/> Consent Agenda	<input checked="" type="checkbox"/> Public Comment <input type="checkbox"/> Closed Session <input type="checkbox"/> Planning/Zoning <input type="checkbox"/> Water District Issue
-----------------------------	---	--

---

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

**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 regarding the names of certain private roads:

PVT 1601 349                      Hayes Farm Lane

**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, April 5, 2021 in the County Auditorium, Sampson County Complex Building A, 406 County Complex Road, Clinton NC to consider public input on the naming of the following private roads:

## PVT ROAD CODE

PVT 1601 349

## PROPOSED NAME

Hayes Farm Lane

Only those roads listed will be considered at this time.

Members of the public who attend the hearing in-person will be required to comply with social distancing requirements. The Board will also accept written comments until 5:00 p.m. on April 5th via email at [susanh@sampsonnc.com](mailto:susanh@sampsonnc.com) or via US Mail to Clerk to the Board, 406 County Complex Road, Building C, Clinton, NC 28328. Written comments submitted by members of the public will be read aloud by the Clerk and provided as part of the meeting minutes.

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:** <sup>RB</sup> Ronald Bass, Emergency Management  
**DATE:** February 26, 2021  
**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 1601 349

Hayes Farm 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.



107 Underwood Street | Clinton, NC 28328  
OFFICE: (910) 592-8996 | FAX: (910) 592-5383



---

**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

---

ITEM ABSTRACT

ITEM NO. 3 (b)

Meeting Date:	April 5, 2021	<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

---

**SUBJECT:** (Public Hearing) Proposed Expenditure of Funds to Acquire 21.54 Acre Parcel from Jackson Family Investments, LLC

**DEPARTMENT:** Economic Development

**PUBLIC HEARING:** Yes

**CONTACT PERSON(S):** Stephen Barrington, Director of Economic Development  
Joel Starling, County Attorney

**PURPOSE:** To receive public comment regarding the County's proposed expenditure of funds for economic development purposes - the acquisition of a fee simple interest in a 21.54 ± acre parcel from Jackson Family Investments, LLC

**ATTACHMENTS:** Public Hearing Advertisement, Resolution, Agreement of Purchase and Sell

**BACKGROUND:**

Sampson County has negotiated the proposed acquisition of a fee simple interest in a 21.54 ± acre property located west of the Town of Roseboro near the intersection of NC Highway 24 and Autryville Highway (Sampson County Parcel No. 08-0808440-02), from Jackson Family Investments, LLC. The proposed purchase price is \$293,000, with closing costs not to exceed \$6,000, and the source of funding for the acquisition will be a combination of Sampson County's economic development reserve fund and its general fund. Because this is an economic development appropriation under state law, the Board of Commissioners must comply with the public hearing requirement set forth in G.S. 158-7.1(c). We have duly advertised a public hearing for the purpose of receiving public comment regarding this proposed expenditure for economic development purposes.

The Chairman should convene the hearing and call upon EDC Director Stephen Barrington and County Attorney Joel Starling for comments. The Clerk will then read any comments received via email or US Mail by the designated deadline.

**RECOMMENDED ACTION OR MOTION:**

Adopt the enclosed resolution approving the expenditure and authorizing the County Manager to execute an Agreement of Purchase & Sale substantially like the Agreement of Purchase & Sale of Real Estate included in the agenda

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

A public hearing will be held by the Sampson County Board of Commissioners on April 5, 2021 at 6:00 p.m. in the County Auditorium, located at 435 Rowan Rd., Building A, Clinton, NC 28328. Members of the public who attend the hearing in person must comply with social distancing requirements. The Board will also accept written comments until 5:00 p.m. on April 5th via email at [susanh@sampsonnc.com](mailto:susanh@sampsonnc.com) or via US Mail to Clerk to the Board, 406 County Complex Road, Building C, Clinton, NC 28328. Written comments submitted by members of the public will be read aloud by the Clerk and provided as part of the meeting minutes.

The purpose of the public hearing is to receive comments on a proposed expenditure for economic development purposes. Namely, the Board of Commissioners intends to approve the acquisition of a fee simple interest in the following 21.54 ± acre parcel from Jackson Family Investments, LLC:

**Sampson County PIN 08-0808440-02, as shown on a map entitled, “A Survey for Jackson Family Investments, LLC”, dated September 10, 2013 and recorded at Map Book 84, Page 31 of the Sampson County Registry.**

The property is located west of the Town of Roseboro near the intersection of NC Hwy. 24 and Autryville Hwy. The proposed purchase price for the real property is \$293,000.00 and closing costs will not exceed \$6,000.00. The source of funding for the acquisition will be a combination of Sampson County’s economic development reserve fund and its general fund.

For more information on the proposed acquisition, please contact Stephen Barrington, Executive Director, Sampson County Economic Development Commission, during regular business hours at (910) 592-8921 or at [sbarrington@sampsonedc.com](mailto:sbarrington@sampsonedc.com).

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF SAMPSON COUNTY  
APPROVING ECONOMIC DEVELOPMENT EXPENDITURE**

**WHEREAS**, N.C. Gen. Stat. § 158-7.1(a) authorizes counties to make appropriations for economic development purposes provided that the appropriations are determined by the governing body of the county to increase the population, taxable property, agricultural industries, employment, industrial output, or business prospects of the county; and

**WHEREAS**, N.C. Gen. Stat. § 158-7.1(b)(2) & (b)(4) specifically authorize counties to acquire, assemble, and hold for resale property that is suitable for industrial or commercial use and to acquire, construct, convey, or lease buildings suitable for industrial or commercial use; and

**WHEREAS**, the Sampson County Economic Development Commission, acting on behalf of the Sampson County Board of Commissioners, has negotiated the proposed acquisition of a fee simple interest in a 21.54 ± acre property located west of the Town of Roseboro near the intersection of NC Highway 24 and Autryville Highway (Sampson County Parcel No. 08-0808440-02), from Jackson Family Investments, LLC, as more particularly described and set forth in the Agreement of Purchase & Sale attached hereto and incorporated herein by reference; and

**WHEREAS**, the proposed purchase price for the above-described real property is \$293,000.00, with closing costs not to exceed \$6,000.00, and the source of funding for the acquisition will be a combination of Sampson County's economic development reserve fund and its general fund; and

**WHEREAS**, the Sampson County Board of Commissioners has determined, pursuant to G.S. 158-7.1(a), that the expenditure of money described herein and in the Agreement for Purchase and Sale of Real Estate will increase the population, taxable property, agricultural industries, employment, industrial output, and business prospects of Sampson County; and

**WHEREAS**, the Sampson County Board of Commissioners has held the public hearing required by N.C. Gen. Stat. § 158-7.1(c);

**NOW, THEREFORE, BE IT RESOLVED:**

1. Pursuant to G.S. 158-7.1, the Sampson County Board of Commissioners hereby approves the expenditure and acquisition described herein and in the Agreement for Purchase and Sale of Real Property attached hereto and incorporated herein by reference.

2. The Sampson County Manager is hereby authorized to execute an Agreement of Purchase & Sale substantially similar to the Agreement of Purchase & Sale of Real Estate attached hereto and incorporated herein by reference on behalf of Sampson County.

3. The Sampson County Manager and Sampson County Finance Officer are hereby authorized and directed to deliver all other certificates, agreements, and instruments and to take all such other actions as may be necessary in furtherance of the transactions contemplated by this Resolution.

**ADOPTED**, this the 5th day of April, 2021.

---

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

**ATTEST:**

---

SUSAN J. HOLDER, Clerk,  
Sampson County Board of Commission

**STATE OF NORTH CAROLINA**

**AGREEMENT OF PURCHASE & SALE**

**COUNTY OF SAMPSON**

**THIS AGREEMENT OF PURCHASE & SALE** (“Agreement”) is made this the 5th day of April, 2021, by and between Jackson Family Investments, LLC, a North Carolina limited liability company (“Seller”), and Sampson County, a body corporate and politic and a political subdivision of the State of North Carolina (“Purchaser”).

**WITNESSETH:**

**WHEREAS**, Purchaser seeks to promote economic growth and development within its jurisdiction and the social and economic growth of its citizens and desires to increase the population, taxable property, agricultural industries, employment, industrial output, and/or business prospects of Sampson County; and

**WHEREAS**, to accomplish these objectives, Purchaser intends to acquire, assemble, and hold for resale property that is suitable for industrial or commercial use and to acquire, construct, convey, and lease buildings suitable for industrial or commercial use; and

**WHEREAS**, Seller is the fee simple owner of certain real property located in Sampson County, North Carolina, more particularly described herein below; and

**WHEREAS**, Purchaser desires, pursuant to N.C. Gen. Stat. §§ 153A-158 and 158-7.1, to purchase the Property, and Seller desires to sell the Property to Purchaser, subject to the terms and conditions set forth herein; and

**WHEREAS**, the Sampson County Board of Commissioners, after having held the public hearing required by N.C. Gen. Stat. § 158-7.1(c), has determined that the purchase of real property described in this Agreement will increase the population, taxable property, agricultural industries, employment, industrial output, and/or business prospects of Sampson County;

**NOW, THEREFORE**, in consideration of these presents and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser incorporate the above recitals and agree as follows:

1. **Real Property.** Being 21.54 acres, more or less, as more particularly described on the survey map entitled “A Survey for Jackson Family Investments, LLC” prepared by M. Shelton Bordeaux, PLS, under date of September 23, 2013 and recorded in Map Book 84 at Page 31 of the Sampson County Registry with assigned PIN of 08-0808440-02 (the “Property”).

2. **Personal Property.** No personal property is included in the purchase price.

3. **Purchase Price.** The purchase price is Two Hundred Ninety-Three Thousand Dollars (\$293,000.00) (the “Purchase Price”).

4. Earnest Money. On or before April 15, 2021, Purchaser shall pay an earnest money deposit to a closing attorney of Purchaser's choice in the amount of Thirty-Five Thousand Dollars (\$35,000.00) (the "Earnest Money"). In the event of a Closing of the purchase of the Property by Purchaser, the Earnest Money shall be applied to the Purchase Price. In the event Purchaser elects to terminate this Agreement during the Feasibility Period (as hereinafter described), the Earnest Money shall be disbursed by the closing attorney as provided in Paragraph 6 below.

5. Environmental Matters. Purchaser and Seller acknowledge that ECS Southeast, LLP ("ECS") performed a Phase I Environmental Site Assessment ("ESA") of the Property and issued a Report dated June 29, 2020 (the "Phase I Report"). The Phase I Report identified two recognized environmental conditions ("RECs") and recommended that an additional assessment of the Property be performed. As a result, ECS was commissioned to perform a Phase II ESA of the Property and issued a Report of Environmental Services dated September 4, 2020 (the "Phase II Report"). The Phase II Report contains certain recommendations and was accompanied by a Proposal for Environmental Services, also dated September 4, 2020 (the "Proposal"). Seller shall engage ECS to complete the environmental services identified in the Proposal's Scope of Services. Seller shall ensure that said environmental services, including issuance of a written report documenting ECS's findings, are completed within sixty (60) days of the execution of this Agreement.

6. Feasibility Period. Purchaser shall have a period which (i) commences immediately after the execution of this Agreement and (ii) expires on July 5, 2021 to perform all necessary surveys, tests, and studies of the Property (the "Feasibility Period"). Purchaser shall have the right to terminate this Agreement at any time during the Feasibility Period. In the event that Purchaser terminates this Agreement due to Seller's failure to ensure completion of the environmental services, as described and within the time frame set forth in Paragraph 5 above, the Earnest Money shall be returned to Purchaser. In the event that Purchaser terminates this Agreement for any other reason, the Earnest Money shall be disbursed to Seller. Purchaser, its employees, and agents shall be given full access to the Property during the Feasibility Period for the purposes of appraisal, inspection, surveys, tests, studies and/or evaluation. Purchaser may conduct a walk-through inspection of the Property prior to Closing. Purchaser agrees to indemnify and hold harmless Seller from any losses, costs, or damages actually incurred by Seller as a result of Purchaser's entrance on the Property to conduct said appraisals, surveys, tests, studies, and/or evaluations.

7. Conditions. The obligation of Purchaser to consummate the transaction contemplated hereby is subject to the fulfillment of all of the following conditions:

a. The environmental services described in Paragraph 5 above shall have been completed, and ECS shall have issued a written report confirming the fact that the RECs identified in the Phase I Report and the Phase II Report have been satisfactorily remediated within the time frame required by Paragraph 5 above. Furthermore, the Property must be in substantially the same or better condition at Closing as on the date of this Agreement, reasonable wear and tear excepted.

b. All deeds of trust, liens, and other charges against the Property, not assumed by Purchaser, must be paid and satisfied by Seller prior to or at Closing such that

cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

c. Title must be delivered at Closing by general warranty deed, unless otherwise stated herein, and must be fee simple marketable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of Closing); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved in writing by Purchaser. The Property must have legal access to a public right of way.

d. The results of any surveys, examinations, and tests shall be satisfactory to permit the development and use of the Property intended by Purchaser.

e. There shall be no suit or proceeding pending or threatened by or against Seller (i) relating to bankruptcy, insolvency, any assignment for the benefit of creditors, the appointment of any receiver or trustee for business or affairs generally or for the Property, or like matters; or (ii) of any other nature, which would, if adversely determined, impair the ability of Seller to perform all of Seller's obligations hereunder.

f. The representations and warranties of Seller, as set forth in this Agreement, shall be materially true and correct as of the execution of this Agreement and shall remain materially true and correct as of the date of Closing.

8. Representations and Warranties of Seller. Seller, to the best of Seller's knowledge, hereby represents and warrants that, as of the date hereof and at the time of Closing:

a. Seller has no knowledge of any planned public improvements that may result in a special assessment to the Property;

b. Seller has not received notice of any violation of and, to the best of Seller's knowledge, there are not any violations of any zoning regulations, ordinances, or any other laws (including, without limitation, all environmental, health, and safety laws), rules, regulations, restrictions, and easements;

c. The improvements located on the Property do not encroach on adjacent property or streets or rights-of-way or easements, and the improvements located on adjacent property do not encroach on the Property;

d. To Seller's knowledge, there are no shared expense agreements, repayment agreements, reimbursement agreements, or development payback agreements that affect all or any portion of the Property;

e. There is no person or entity, other than the entity identified in this Agreement as "Seller," who has any ownership or leasehold interest in the Property;

f. There are no proceedings pending, and to Seller's knowledge, threatened, for condemnation or exercise of the right of eminent domain as to any part of the Property or for limiting or denying any right of access thereto;

g. Any leases affecting the Property shall be terminated prior to Closing unless this provision is specifically waived in whole or in part in writing by Purchaser;

h. The execution of this Agreement and the consummation of the transaction contemplated herein will not conflict with any provision of law applicable to Seller nor result in any breach or violation of any provision, or constitute a default under any agreement or instrument to which Seller is a party or by which the Seller is bound;

i. Seller agrees that it will reimburse Purchaser for and hold Purchaser harmless from all fines or penalties made or levied against Purchaser by any governmental agency or authority as a result of or in connection with the use of the Property or of the facilities thereon by Seller or use by others permitted by Seller prior to Purchaser's acquisition of title to the Property, or as a result of any release of any nature onto the ground or into the water or air from or upon the Property by Seller or others permitted by Seller prior to Purchaser's acquisition thereof. Seller also agrees that it will reimburse Purchaser for and hold Purchaser harmless from any and all costs, expenses, (including reasonable attorney's fees), and for all civil judgments or penalties incurred, entered, assessed, or levied against Purchaser as a result of Seller's use of the Property. Such reimbursement or indemnification shall include but not be limited to any and all judgments or penalties to recover the cost of cleanup of any such release by Seller from or upon the Property and all expenses incurred by Purchaser as a result of such a civil action including but not limited to reasonable attorneys' fees.

The foregoing representations and warranties shall be materially true and correct as of the date of Closing and shall survive the Closing. Seller will promptly notify Purchaser in writing of any facts or circumstances causing the foregoing representations and warranties to be untrue. Purchaser's obligation to close upon the purchase is expressly conditioned upon the foregoing representations and warranties remaining materially true and correct as of the date of Closing.

9. Prorations and Adjustments. Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at Closing: (a) ad valorem taxes on real property shall be prorated on a calendar year basis through the date of Closing; (b) all late listing penalties, if any, shall be paid by Seller;

10. Closing Expenses. Seller shall pay for preparation of a deed and all other documents necessary to perform the parties' obligations under this Agreement, and for excise tax (revenue stamps) required by law. Purchaser shall pay for recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at Closing.

11. Evidence of Title. Seller agrees to use its best efforts to deliver to Purchaser as soon as reasonably possible after the execution of this Agreement copies of all title information in



possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property.

12. Labor and Material. Seller shall furnish at Closing an affidavit and indemnification agreement in form satisfactory to Purchaser showing that all labor and materials, if any, furnished to the Property within 120 days prior to the date of Closing have been paid for and agreeing to indemnify Purchaser against all loss from any cause or claim arising therefrom.

13. Closing. "Closing" shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before July 15, 2021, at a place agreed upon by the parties. The deed is to be made to County of Sampson, a body corporate and politic and a political subdivisions of the State of North Carolina.

14. Possession. Unless otherwise provided herein, possession shall be delivered at Closing.

15. Risk of Loss. The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Purchaser may terminate this contract by written notice delivered to Seller or Seller's agent and all deposits shall be returned to Purchaser. In the event Purchaser does not elect to terminate this contract, Purchaser shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased.

16. Condemnation. In the event all or any portion of the Property should become the subject of a condemnation proceeding after this Agreement is executed, but prior to Closing, and Purchaser determines, in its sole and absolute discretion, that the proposed taking will make the remaining Property unsuitable for the purposes for which Purchaser intends to use the Property, Purchaser shall have the option to terminate this Agreement and all consideration paid for this Agreement by Purchaser to Seller will be refunded to Purchaser. If Purchaser proceeds with the purchase of the Property pursuant to this Agreement, an equitable division of the condemnation proceeds will be made as mutually agreed to by the parties.

17. Representation as to Brokerage Commissions. The parties represent to each other that the sale contemplated by this Agreement was not brought about by any broker. Seller agrees that should any claim be made for brokerage commissions by, through, or on account of any acts of Seller or its representatives, agents, or employees, Seller will hold Purchaser free and harmless from any and all liabilities and expenses in connection with such claim or claims, including, without limitation, reasonable attorney's fees. Purchaser agrees that should any claim be made for brokerage commissions through or on account of any acts of Purchaser, its representatives, agents, and employees, Purchaser will hold Seller free and harmless from any and all liabilities and expenses in connection with such claims, including, without limitation, reasonable attorney's fees.

18. Assignments. This Agreement may not be assigned without the written consent of all the parties, but if assigned by agreement, then this contract shall be binding on the assignee and his heirs and successors.

19. Parties. This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Purchaser and Seller and their heirs, successors, and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

20. Survival. If any provision herein contained which by its nature and effect is required to be observed kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

21. Entire Agreement. This Agreement contains the entire agreement of the parties, and there are no representation, inducements, or other provisions other than those expressed herein. All changes, additions, deletions hereto must be in writing and signed by all parties.

**IN WITNESS WHEREOF**, the Seller and the Purchaser have executed this Agreement for Purchase & Sale as of the day and year first written above.

**SELLER:**

**JACKSON FAMILY INVESTMENTS, LLC**

By: \_\_\_\_\_  
Brent Jackson, Manager

By: \_\_\_\_\_  
Deborah Jackson, Manager

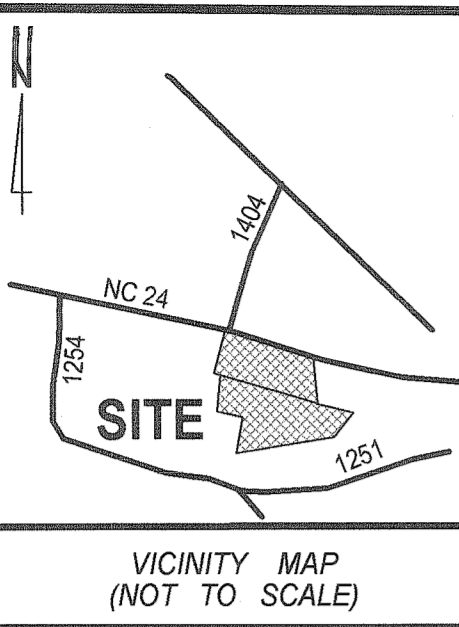
**PURCHASER:**

**SAMPSON COUNTY**

By: \_\_\_\_\_  
Clark H. Wooten, Chairman,  
Sampson County Board of Commissioners

**ATTEST:**

\_\_\_\_\_  
Susan J. Holder, Clerk,  
Sampson County Board of Commissioners



**LEGEND:**

EIP	EXISTING IRON PIPE
EIS	EXISTING IRON STAKE
ISS	IRON STAKE SET
ECM	EXISTING CONCRETE MONUMENT
CMS	CONCRETE MONUMENT SET
ERR	EXISTING RAILROAD SPIKE
EPK	EXISTING P. K. NAIL
EMN	EXISTING MAG NAIL
EIA	EXISTING IRON AXLE
PKS	PK NAIL SET
MNS	MAG NAIL SET
G	CENTER LINE
R/W	RIGHT OF WAY
CP	COMPUTED POINT
EN	EXISTING NAIL
ENC	EXISTING NAIL AND CAP

NOTES:  
 1. DEED REFERENCES: DB1844 PG 662, MB 45 PG 58, MB 42 PG 100, SEE EXCEPTION IN DB 1825 PG 292.  
 2. All lines are shown as surveyed by me on date of survey unless otherwise noted.  
 3. This is a survey of existing parcels of land combining said parcels.  
 4. All heavy dashed lines are shown as taken from deeds and maps of record and not from a survey by me

**M. SHELTON BORDEAUX SURVEYING**  
 M. SHELTON BORDEAUX, PLS L-2947  
 4241 NC210 EAST  
 HARRELLS, N.C. 28444

DATE OF SURVEY: 9-10-13  
 FILE: 13105.PCS  
 DRAWN BY: M. SHELTON BORDEAUX

A SURVEY FOR  
**JACKSON FAMILY INVESTMENTS, LLC**  
 "OWNERS"  
 LOCATED IN LITTLE COHARIE TOWNSHIP, SAMPSON COUNTY, NORTH CAROLINA

GRAPHIC SCALE 1" = 60'

SURVEYORS DECLARATION TO WHOM IT MAY CONCERN

THIS MAP IS A CORRECT REPRESENTATION OF THE LAND SURVEYED AND PLATTED, BUT A NORTH CAROLINA LICENSED ATTORNEY AT LAW SHOULD BE CONSULTED CONCERNING CORRECT OWNERSHIP, WIDTHS AND LOCATIONS OF EASEMENTS, RIGHT OF WAYS, ANY CEMETERIES NOT SHOWN ON RECORDED MAPS OR DEEDS MADE AVAILABLE TO THE SURVEYOR BY THE PRESENT OWNER AT THE TIME OF THIS SURVEY, AND OTHER TITLE QUESTIONS REVEALED BY A TITLE EXAMINATION. IT IS THE RESPONSIBILITY OF THE PRESENT OWNER OR FUTURE OWNER OF THE PROPERTY SHOWN HEREON, TO CHECK FOR ANY WETLANDS, HIGHWATER TABLES OR OTHER WATER CONDITIONS WHICH MAY CAUSE A PORTION OF THIS PROPERTY TO BE UNUSABLE FOR CERTAIN USES. NO RESPONSIBILITY OF ANY NATURE IS ASSUMED BY THE SURVEYOR FOR ANY CONDITIONS WHICH MAY PRESENTLY EXIST BUT ARE UNKNOWN SUCH AS TOXIC OR HAZARDOUS WASTE MATERIALS, CEMETERIES ETC.

This final plat is exempt from the Sampson County Subdivision Ordinance. No approval is required. (RECOMBINATION)

*by J. J. ...*  
 Administrator  
 9-25-13  
 Date

This survey is located in such portion of a county or municipality that is regulated as to an ordinance that regulates parcels of land.

*M. Shelton Bordeaux*  
 Professional Land Surveyor  
 9/29/13  
 Date

I, M. Shelton Bordeaux, certify that this map was drawn under my supervision from an actual survey made under my supervision that deeds used for this survey are shown by Book and Page number in note number one on this map, that the boundaries not surveyed are clearly indicated as shown by Book and Page number in note number two on this map that the ratio of precision as calculated is 1 : 10,000+, that this map was made in accordance with G.S. 47-30 as amended. Witness my original signature, registration number and seal this 22 day of SEP. 2013.

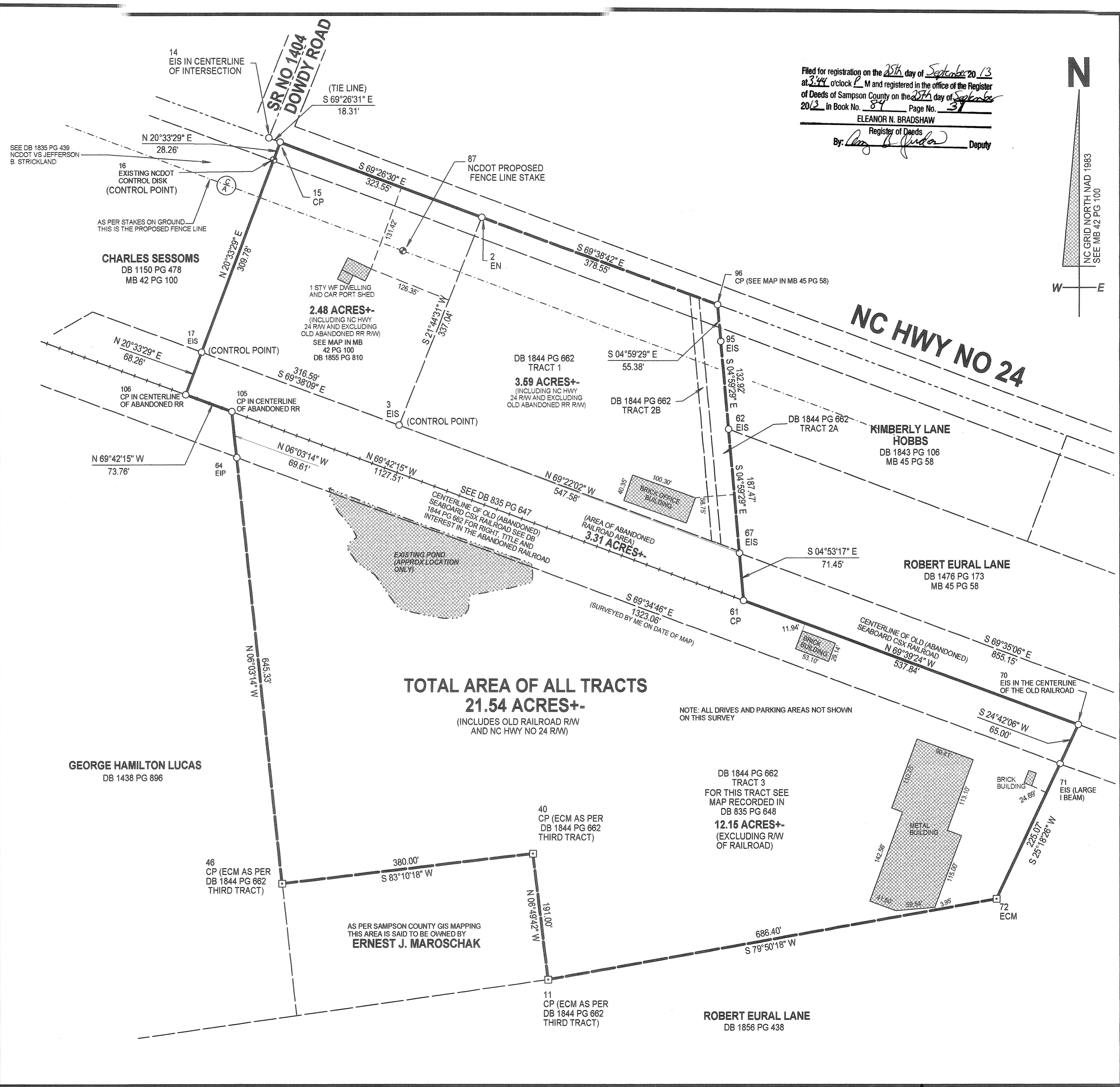
**NORTH CAROLINA PROFESSIONAL LAND SURVEYOR SEAL**  
 L-2947  
 M. SHELTON BORDEAUX

*M. Shelton Bordeaux*  
 Surveyor  
 L-2947  
 Professional Registration Number

State of North Carolina  
 County of Sampson

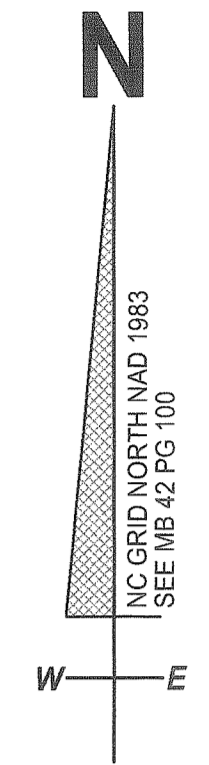
I, Cindy Cottle, Review Officer of Sampson County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

*by J. J. ...*  
 Review Officer



Filed for registration on the 25th day of September 2013 at 2:44 o'clock P M and registered in the office of the Register of Deeds of Sampson County on the 25th day of September 2013 in Book No. 84 Page No. 31

ELEANOR N. BRADSHAW  
 Register of Deeds  
 By: *[Signature]* Deputy



BOOK 84 PAGE 31

---

**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

---

ITEM ABSTRACT

ITEM NO. 3 (c)

Meeting Date:	April 5, 2021	<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

---

**SUBJECT:** (Public Hearing) Recommended Amendments to Allocation of Funds for Economic Development within FY 20-21 Budget

**DEPARTMENT:** Economic Development

**PUBLIC HEARING:** Yes

**CONTACT PERSON(S):** Stephen Barrington, Director of Economic Development  
David Clack, Finance Officer

**PURPOSE:** To receive public comment regarding the County's proposed amendment to the allocation of funds for economic development within FY 20-21 budget

**ATTACHMENTS:** Public Hearing Advertisement, Budget Amendment

**BACKGROUND:**

We have duly advertised a public hearing for the purpose of receiving public comment regarding proposed amendments to funds allocated for economic development within the FY 20-21 budget, as required by General Statutes. The Chairman should convene the hearing and call upon EDC Director Stephen Barrington and Finance Officer David Clack for comments related to the budget adjustments. The Clerk will then read any comments received via email or US Mail by the designated deadline.

**RECOMMENDED ACTION OR MOTION:**

Approve the associated budget amendment

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

A public hearing will be held by the Sampson County Board of Commissioners on April 5, 2021 at 6:00 p.m. in the County Auditorium, located at 435 Rowan Rd., Building A, Clinton, NC 28328. Members of the public who attend the hearing in person must comply with social distancing requirements. The Board will also accept written comments until 5:00 p.m. on April 5th via email at susanh@sampsonnc.com or via US Mail to Clerk to the Board, 406 County Complex Road, Building C, Clinton, NC 28328. Written comments submitted by members of the public will be read aloud by the Clerk and provided as part of the meeting minutes.

The purpose of the public hearing is to receive comments on recommended amendments to the allocation of funds within the proposed FY 2020-2021 budget specific to economic development.

Revised funding allocations for expenditures related to the recruitment and retention of industry included in the proposed FY 2020-2021 budget can generally be categorized as follows:

- |          |   |
|----------|---|
| \$10,000 | Grant to be provided by Southeastern Economic Development Commission for the purpose of professional services – engineering (site development) costs such as surveying and engineering or environmental reports |
| \$400    | Increased existing industry partner donations for the purpose of increasing existing industry support for area companies  |
| \$1,320  | Scholarship offered by NCEDA for the purpose of the Director’s CECD training  |

For more information on the proposed budget allocations, please contact Stephen Barrington, Executive Director, Sampson County Economic Development Commission, during regular business hours at (910) 592-8921 or at sbarrington@sampsonedc.com.

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

FROM:

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2020-2021

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

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11449200-531101	Existing Industry	400.00	
11449200-539500	Employee Training	1,320.00	
11449200-519500	Professional Services - Engineering	10,000.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11034920-356805	Existing Industry	400.00	
11034920-408401	Donations (NCEDA Scholarship)	1,320.00	
11034920-408920	NC Southeast Funds	10,000.00	

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

- Existing industry activity costs supplement
- Partial tuition support for certified economic developer training (CEcD)
- Supplement Preliminary Engineering Report expenditures

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

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_ 3/24, 2021

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

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

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

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

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

---

**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

---

ITEM ABSTRACT

ITEM NO. 3 (d)

Meeting Date:	April 5, 2021	<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

---

**SUBJECT:** Approval of Revolving Loan Fund Operational Guidelines and Application and Appointment of Revolving Loan Committee

**DEPARTMENT:** Economic Development

**PUBLIC HEARING:** No

**CONTACT PERSON(S):** Stephen Barrington, Director of Economic Development

**PURPOSE:** To consider approval of revolving loan fund operational guidelines and application form; to consider appointment of revolving loan fund committee members

**ATTACHMENTS:** Director's memoranda; proposed application document and operational guidelines

**BACKGROUND:**

The Sampson County Revolving Loan Program was established by the Sampson County Economic Development Commission's Advisory Board on January 12, 2005 under the authority provided by the Sampson County Board of Commissioners at their January 10, 2005 meeting for the purpose of supporting new and expanding small business in Sampson County with lending resources not previously available. EDC Director Stephen Barrington will review the document setting forth program and lending guidelines and bring forth recommendations for the appointment of Revolving Loan Committee members Pat Nobles, Chuck Spell, Robby James, and Jeff Nethercutt.

**RECOMMENDED ACTION OR MOTION:**

Consider approval of loan application and guideline documents as recommended by the Economic Development Advisory Board and the appointment of Revolving Loan Committee members as recommended



NORTH CAROLINA'S  
**SAMPSON COUNTY**  
ECONOMIC DEVELOPMENT COMMISSION

**MEMO**

**TO:** Board of Commissioners

**From:** Stephen Barrington, Economic Development Director

**Date:** March 15, 2021

**Subject:** Revolving Loan Fund – Operational Guidelines and Application

Sampson County Economic Development Commission staff has worked closely with our Advisory Board to make the Revolving Loan Fund active for small businesses in Sampson County, for as long as funds exist to support this initiative.

The Advisory Board has reviewed and is recommending the following Operational Guidelines and Application.

We respectfully request that the Board of Commissioners approve the recommended Operational Guidelines and Application.



## **SAMPSON COUNTY REVOLVING LOAN PROGRAM OVERVIEW**

The Sampson County Revolving Loan Program (SCRLP) was established by Sampson County Economic Development Commission's (EDC) Advisory Board on January 12, 2005 under the authority as provided by the Sampson County Board of Commissioners (BOC) at their January 10, 2005 meeting.

This program serves as a lending resource for Sampson County's industry and business owners. Qualified applicants may apply for loans ranging from \$25,000 up to \$75,000 to support their growth. The SCRLP is not intended to compete with traditional banks or other lenders, but, rather, is designed to serve as gap funding or complementary financing for small business.

While loan standards are not strict guidelines, they represent priorities. Priority is given to business owners who:

- Anticipate adding new jobs, **retaining jobs**, or increasing wages for current employees (not including owners);
- Produce products, goods or operate service-oriented businesses; and
- Have a viable plan to strengthen and or grow their business.

Not eligible are:

- Loans for the purpose of investing in interest bearing accounts, certificates of deposits, or other investments;
- Loans which could create a potential conflict of interest for any officer or employee of the Lender, who reviews, approves, or otherwise participates in decisions on loans;
- Loans to purchase or finance equity in private businesses;
- Loans to subsidize principal or interest payments on existing loans;
- Loans to refinance loans made by other lenders;
- Illegal activity; and
- Loans for projects located outside of Sampson County, NC.

Loans will only be made as funds are available.

Sampson County does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations.

The SCRLP is subject to the Public Records Law of NC as established under Chapter 132 of the North Carolina General Statutes. Any documents provided the SCRLP will likely be considered public records under NC law.

Contact the Sampson County EDC to discuss your loan needs.

## **SAMPSON COUNTY REVOLVING LOAN PROGRAM APPLICATION**

### **BUSINESS PLAN INFORMATION**

Please provide Business Plan information with Loan Application.

#### **BUSINESS HISTORY INFORMATION** (Please include a narrative to include the following.)

- Business start-up date
- Products / services offered
- Customers: type / number / location
- Employees: number at start-up / current number / skills sets
- Wages: specific to skill sets

#### **RESUME** (Please provide basic resume of principal owners and management)

- Experience - Education - Employment

#### **BUSINESS EXPANSION PLAN** (Please include a narrative to include the following.)

- Explain plan to expand business:
  - Prospective new customers: by product, region, etc.
  - Prospective new markets: regional, products, etc.
  - Expansion plans: timetables, employment: existing and new jobs, building, etc.
  - Timetables: job creation, construction, capital needs, etc.
- Expansion budget
  - Total expansion budget: construction, equipment, payroll, working capital, etc.
  - Timetable for needing expansion capital
  - Sources of expansion capital: owner equity, Sampson County Revolving Loan Program, others
  - Revenues: how will the company meet expansion costs, sources of new revenues, etc.
- Expansion Business Opportunities
  - New expansion services or products
  - New expansion regions
  - New expansion customers, types, size, etc.

#### **DOCUMENTS TO BE PROVIDED WITH LOAN APPLICATION**

- Revolving Loan Program Application (Attached)
- Business History Information
- Business Expansion Plan
- Resume (Include resume of each applicant listed on application)
- Personal Financial Statement (Include Financial Statements for each applicant listed on application)
- Company Financial Information including P&L and Balance Sheet
- Tax Returns - last 3-years (If available)
- Business Pro Forma
- Proposed Expansion Budget



Home Street Address

City

State

Zip

Email:

Co-Borrower or Guarantor

Percent Ownership

Annual Income

County of Citizenship

Co-Borrower

Guarantor

**Application Verification and Signature:**

Each signer certifies that he/she is authorized to execute the application for the business, or the individual named above, and that the information in this application and any other documents submitted with this application are true, correct, and complete. Each signer authorizes the Sampson County Revolving Loan Program (SCRLP), to verify the information and to obtain personal, consumer, and/or business credit reports and to share information with other affiliates of Sampson County as allowed/required by law. Each signer further agrees to provide additional information upon request and to notify SCRLP promptly of any material change in the information provide in this application. Each signer understands that the SCRLP is not obligated to fund any project and that funding is fully at the discretion of the Sampson County Board of Commissioners and limited based upon availability of funds. Each signer agrees to submit an annual employment report to the SCRLP showing the number of jobs created or retained using loan proceeds. Each signer agrees to make all relevant records available to the SCRLP upon request.

SCRLP may accept and utilize for all purposes as an original a faxed or scanned copy of this signed Application.

Owner 1: Signature

Title

Date

Owner 2: Signature

Title

Date

Owner 3: Signature

Title

Date

**ADDENDUM TO SAMPSON COUNTY REVOLVING LOAN PROGRAM APPLICATION**

**Collateral Information:** (Please complete if collateral is offered to secure the loan request.)

Will this loan be secured by a dwelling (including a mobile home)?	Will the dwelling be occupied as a:		
Proposed Collateral Type	Primary	Non-Primary Residence	NA
Yes      No			

**Real Estate Collateral:**

Proposed Collateral Street Address	City	State	Zip
------------------------------------	------	-------	-----

Collateral Owner	Collateral Value	Source
------------------	------------------	--------

Prior Lien Amount	Prior Lienholder
-------------------	------------------

Insurance Co. / Agent	Policy Number	Type Coverage	Policy Dates
-----------------------	---------------	---------------	--------------

**Equipment & Rolling Stock Collateral:**

Description of Proposed Collateral Collateral (years)	Purchase Price	Is Collateral New or Used?		Age of
		New	Used	

**ADDENDUM TO SAMPSON COUNTY REVOLVING LOAN PROGRAM APPLICATION**

**SAMPSON COUNTY REVOLVING LOAN PROGRAM APPLICATION DISCLOSURES**

Each signer hereby instructs, consents, and authorizes Sampson County Revolving Loan Program, or any affiliate or subsidiary thereof (collectively "Lender") to verify or re-verify the information contained in this Application or in other documents submitted in connection with this Application. The Applicant and each signer also authorize Lender to obtain a credit report and any other information relating to their credit status in connection with (a) this Application; (b) the opening of an account with Lender; (c) the application for any other loan or other product or service offered by Lender; (d) Lender's review of a loan, account, or other Lender product or service made or extended to Applicant, either as part of the decision to extend credit or as part of Lender's review and quality control; and (e) Lender's collection of a loan, account or other Lender product or service obtained by Applicant. If credit is extended, Applicant and each signer authorize the Lender in the future to obtain additional credit reports in the future as the Lender deems necessary. Each signer hereby certifies that: (a) the foregoing has been carefully read and is given to Lender for the purpose of obtaining the credit described above and other credit from time to time in whatever form; (b) the information in this Application and any other documents or information submitted in connection with this Application or any other credit request are true and correct statements of the Applicant's financial condition and may be treated by the Lender as a continuing statement thereof until replaced by a new Application or until the Applicant specifically notifies the Lender in writing of any change thereto; (c) the credit requested herein and any other credit obtained from the Lender by the Applicant on the basis of the information contained in this Application shall be used solely for business and commercial purposes; and (d) any person signing above on behalf of Applicant is duly authorized and empowered to request credit on behalf of the Applicant. The applicant and its owners understand and agree that the Lender is relying on the truth and accuracy of all information furnished to Lender in connection with this Application.

**Application Verification and Signature:**

Owner 1: Signature	Title	Date
Owner 2: Signature	Title	Date
Owner 3: Signature	Title	Date

*Perfectly Positioned.*

The Sampson County Revolving Loan Program (“SCRLP” or “Lender”) was established by the Sampson County Economic Development Commission’s Advisory Board on January 12, 2005 under the authority provided by the Sampson County Board of Commissioner’s at their January 10, 2005 meeting for the purpose of supporting new and expanding small business in Sampson County with lending resources previously not available. This document sets forth program and lending guidelines for SCRLP to provide SCRLP Loans (“Loans”) from the SCRLP Loan Portfolio (“Loan Portfolio”) to be made available to SCRLP Borrowers (“Borrowers”).

#### **SECTION I: STANDARDS FOR THE SAMPSON COUNTY REVOLVING LOAN PORTFOLIO**

This section will identify the overall standards that have been established to measure the effectiveness of the Program as an economic development tool. The standards set forth below are not strict guidelines that must be met by each individual Borrower, but rather goals that the SCRLP has identified:

- A. Job/cost ratio: There is no requirement that Borrowers expand their workforce in order to be eligible for a Loan; however, expanding a Borrower’s total number of employees and/or increasing wages to existing employees (excluding owners) are both factors that will be viewed favorably by the loan committee.
- B. Types of activities to be financed: Types of activities to be financed by the Lender may include land acquisition, capital improvements, and the purchase of new equipment (excluding vehicle purchases) designed to strengthen the Borrower’s business or enhance job opportunities within Sampson County.

#### **SECTION II: FINANCING POLICIES**

- A. Eligible Loan Portfolio activities are:
  - a. fixed asset loans for the acquisition and or improvement of land, buildings, and equipment, including new construction or renovation of existing facilities, demolition, and site preparation.
  - b. loans which result in stronger and more profitable companies.
- B. Ineligible Loan Portfolio activities include but are not limited to:
  - a. Loans for the purpose of investing in interest bearing accounts, certificates of deposits, the purchase of investment property, or other investments;
  - b. Loans which could create a potential conflict of interest for any officer or employee of the Lender, who reviews, approves, or otherwise participates in decisions on loans;

- c. Loans to purchase or finance equity in private businesses;
  - d. Loans to subsidize principal or interest payments on existing loans;
  - e. Loans intended to refinance loans made by other lenders;
  - f. Illegal activity;
  - g. Loans for projects located outside of Sampson County, NC.
- C. Number of loans: The number of loans generated by the SCRLP will be determined based upon available funds.
- D. Size of loans: The minimum loan amount will be \$25,000, and the maximum loan amount will be \$75,000.
- E. Proportion of Lender funds to be used for permanent working capital loans: Permanent working capital loans should not exceed 50% of the total portfolio. If the Loan Portfolio shows a need to modify this limit to meet financing needs, the Revolving Loan committee may choose to increase this limit.
- F. Standard amortization terms for the repayment of loans: Fixed Assets (Real Estate) up to 15 years amortized; based on loan size; and Machinery/Equipment up to 7 years. The size of the loan and the useful life of the equipment will be considered when determining the amortization period. These repayment terms cannot be increased. The designated loan underwriter will negotiate loan repayment terms (time and schedule of repayments) on a case by case basis. All loans will have payment terms not to exceed 5 years (60 months).
- G. Standard interest rates to be charged by the Lender: The maximum interest rate charged will be a fixed rate equivalent to the prime rate published in the Wall Street Journal. This rate will be set on the day that the Loan is approved and will be preserved for 30 days from the date of approval. After 30 days, the rate will become the current prime rate as published by the Wall Street Journal and will be in place for an additional 30 days.
- H. Minimum Interest Rate: The minimum interest rate that will be charged through the Lender is prime or three percent (3%).
- I. Equity and collateral requirements: (Equity) Unconditional personal guarantees will be required of all persons or entities with 20% or more interest in the business. Due to the varying individual financial position, a 10% equity goal has been set for the entire loan portfolio. **However, this Lender has not set a minimum equity requirement.** The amount of equity required for a particular loan will ultimately be determined by the Lender.
- J. Collateral: Lender financing will be secured by liens or assignments of rights in assets of the borrower. The merits and economic benefits of each project will be weighed to make a determination of specific collateral requirements. General collateral requirements for fixed asset loans and permanent working capital projects follow. The Lender will make the final determination for collateral requirements.
- a. Direct Fixed Asset/Real Estate Loans. The lien position of the Lender may be subordinate and made inferior to the lien, or liens, securing other loans made in connection with the borrower.



In addition to obtaining collateral on the asset(s) to be financed, the Lender may also obtain collateral on other assets of the borrower, as appropriate. The deed of trust or security agreement shall contain standard provisions to protect the interest of the Lender. To the extent permitted by law, all of the personal property described in the deed of trust shall be deemed to be fixtures, the deed of trust shall constitute a security agreement under the Uniform Commercial Code.

- b. Direct Permanent Working Capital Loans. The Lender may obtain collateral liens on inventories, receivables, fixed assets and/or other available assets of borrowers. Such liens may be subordinate only to existing liens of record and other loans involved in the project.
  - c. Additional Security. In addition to the above types of security, the Lender may also require security in the form of assignments of patents and licenses, leases or stock certificates, and such other additional security as is determined necessary to support the Lender's exposure.
  - d. Insurance. An ALTA Loan Policy of title insurance in the original principal of the Loan insuring that the Lender is the holder of the negotiated lien on the Loan, free of encumbrances and other exceptions to title other than those approved in advance by the designated loan underwriter will be obtained prior to Loan disbursement. Also, when applicable prior to Loan disbursement the borrower will furnish a Builder's Risk, Extended All Perils Hazard Insurance and Fire Insurance policy or policies duly endorsed to indicate the Lender as the insured mortgage. Proof of General Liability Insurance may be required. Additionally, Flood Insurance may be required if collateral is determined to be located within a flood zone. Loans to closely held corporations, partnerships, or proprietorships dependent for their continuing success on certain individuals may ordinarily be expected to provide and assign the Loan life insurance on these key persons.
- K. Loan Modifications: Loans may be modified upon the consent of the Lender and Borrower.
- L. Special loan terms: May be designed to encourage early repayment and/or provisions for the sale of loans to accelerate the recycling of capital. The Loan repayment may be accelerated without pre-payment penalty.
- M. Events of Default: The Lender may declare the unpaid principal balance and all accrued interest immediately due and payable, without presentation, demand or notice of any kind upon the occurrence of an event of default. Any of the following events may constitute a default:
- a. Bankruptcy or reorganization of the Borrower and/or Guarantors under the Bankruptcy Code of the Internal Revenue Code of 1954, as amended;
  - b. Dissolution, liquidation, or death of the Borrower or any Guarantor;
  - c. Refinance of loans which are secured by prior liens of the collateral;
  - d. Sale, partial sale, exchange, transfer, sale under foreclosure, tax liens, forfeiture proceeding against, or any other disposition of the assets of the Borrower or any Guarantor;
  - e. Failure to make payments or supply required reports when due as specified in the loan documents; or

- f. Borrower or Guarantor fails to perform or creates a breach under any obligation required by Lender under the terms and conditions of the loan documents. Should Lender, in its sole discretion, waive the acceleration of principal and interest due to an element of default as specified above, the execution of such waiver agreement by Lender does not and shall not constitute a waiver of any rights or remedies to which Lender is entitled pursuant to the loan documents or otherwise, nor shall the same constitute a waiver of any default that has occurred or may occur in the future under such documents.

However, the occurrence or non-occurrence of an event of default will ultimately be determined in accordance with the terms of a Borrower's loan documents, as opposed to this document, which is intended to serve as a general statement of policy.

- N. Loan origination fees or other charges to borrowers of the SCRLP Loan: Lender will not charge for technical assistance, program labor, nor a Loan origination fee. All third-party fees including, but not limited to, accountant fees, attorney fees, feasibility studies, appraisals, lean perfection, etc., will be the expense of the borrower.

### **SECTION III: TIME SCHEDULE FOR LOAN CLOSING**

A Loan Application must be approved or denied by the last day of the full calendar month following the introduction of Loan Application to the SCRLP Committee at a regular meeting.

### **SECTION IV: RELATED ACTIVITIES**

Technical and management assistance: The Sampson County Economic Development Commission has and will continue to work closely with the N. C. Department of Commerce; Sampson Community College, U.S. Small Business Administration (SBA), Carolina Small Business Development Fund, North Carolina Small Business and Technology Development Center (SBTDC), etc. to provide technical assistance to entrepreneurs and small business owners in Sampson County.

### **SECTION V: ADMINISTRATIVE ELEMENTS OF THE PLAN**

- A. Sampson County EDC Advisory Board - Sampson County Revolving Loan Committee: The Sampson County Economic Development Commission is a department of the County of Sampson and has been given the authority by the Sampson County Board of Commissioners to administer the Sampson County Revolving Loan Program.

As permitted by the Sampson County Board of Commissioners by resolution of a majority of the number of Commissioner's at their January 10, 2005 Meeting, the Sampson County EDC Advisory Board has established and appointed a Sampson County Revolving Loan Committee to work with the Sampson County EDC staff to establish, review and modify, and manage lending guidelines to receive, underwrite and make loans. Any language modification must be approved by the Sampson County Board of Commissioners.

At the EDC Advisory Board Meeting on January 12, 2005, the Revolving Loan Program (RLP) Committee was established to make recommendations to the EDC Advisory Board regarding the Revolving Loan Program and to review and provide recommendations pertaining specific loan applications. Additionally, the EDC Advisory Board shall appoint members to the SCRLP Committee. Voting members of the RLP Committee shall consist of four members, of which no less than one individual

represents the SCEDC Advisory Board, and no less than one banking, financing, accountant, or like individual. In addition, the Sampson County Economic Development Director or a staff designee, and the Sampson County Finance Director or a staff designee, shall serve as Non-Voting members.

- B. Staff Capacity: The Sampson County Economic Development Commission will provide the staff capacity to administer this project with exception of loan underwriting which will be performed by the Sampson County Revolving Loan Committee. The Commission has a full-time Executive Director and Administrative Assistant with its offices being located at 406 County Complex Road, Clinton, N.C., 28328.
- C. Loan Selection and Approval Process: Loan applications must be submitted to Sampson County Economic Development Commission, 406 County Complex Road, Clinton, N.C., 28328. A staff member of the Sampson County Economic Development Commission shall review the loan application to determine its eligibility and completeness. If the application is deemed eligible and complete a statement of eligibility and economic impact findings will be prepared by the Sampson County Economic Development Commission staff. In addition, an application processing number will be assigned, and the application will be forwarded to the Sampson County Revolving Loan Program Committee members for review, and approval or rejection. Applications must be approved or denied as set forth in Section III above. When possible, loan applications will be processed in the order that case numbers are assigned.

The loan application will be reviewed for:

- (1) Determination of SCRLP Loan program eligibility;
- (2) Financial feasibility; and
- (3) Economic impact.

Before a loan can be recommended for approval by the Sampson County Revolving Loan Program Committee, the following findings must be made on the project.

- D. Eligibility Findings (will be performed by Sampson County EDC Staff)
  - (1) The project is located in Sampson County.
  - (2) The use of the Sampson County Revolving Loan Program is an eligible program activity as described in the Operating and Loan Guidelines on page one of the SCRLP.
- E. Financial Feasibility Findings (will be performed by underwriters): The Company's financial plan with supporting documentation does or does not demonstrate:
  - a. The ability to use and repay requested loan funds;
  - b. The capability to project workforce increase or retention, and or an increase or sustainment in sales; and
  - c. A need for the requested loan.
- F. Economic Impact (will be performed by Sampson County EDC Staff): EDC staff will provide a finding on the potential economic impact of funding the project. The findings of Sampson County Economic

Development Commission Staff will be submitted to the Sampson County Revolving Loan Committee for approval or disapproval. All findings shall be in writing. If the applicant does not meet its various burdens of proof, the project shall not be funded, and findings shall indicate which elements of proof were not met and make suggestions for amending the application.

- G. Loan Closings: Lender will provide borrower a loan closing commitment letter that will specify terms of the loan and loan closing requirements.
- H. Loan Servicing: Loan closing documents including payment schedule and security agreements will be provided by the Lender at the loan closing. Loan payments will be made directly to the Sampson County Economic Development Commission's Revolving Loan Account. The Staff of the Sampson County Economic Development Commission will maintain a current list of loans and review actual loan payments received to determine delinquent loans. Additionally, EDC staff will notify the committee of any default under promissory note, or any other event of default, with the committee determining appropriate actions that may be required.

**SECTION VI: NON-DISCRIMINATION**

Sampson County does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations.

**SECTION VII: PUBLIC RECORD**

SCRLP is subject to the Public Records Law of NC as established under Chapter 132 of the North Carolina General Statutes. Any documents provided the SCRLP are likely public records under NC law.



NORTH CAROLINA'S  
**SAMPSON COUNTY**  
ECONOMIC DEVELOPMENT COMMISSION

**MEMO**

**TO:** Board of Commissioners

**From:** Stephen Barrington, Economic Development Director

**Date:** March 15, 2021

**Subject:** Revolving Loan Fund – Committee Members

Sampson County Economic Development Commission staff and Advisory Board are recommending the following individuals to serve as committee members to the Revolving Loan Fund.

We respectfully request that the Board of Commissioners approve the recommended individuals to serve on the Revolving Loan Committee.



*Perfectly Positioned.*

**SAMPSON COUNTY REVOLVING LOAN PROGRAM**

Committee Member<sup>i</sup> Recommendations

Term<sup>ii</sup> ending<sup>iv</sup>

2022 <sup>v</sup>	2023 <sup>vi</sup>	2024
Pat Nobles	Chuck Spell	Robby James
		Jeff Nethercutt

---

<sup>i</sup> Committee members will self-identify a chair

<sup>ii</sup> Terms are three years

<sup>iii</sup> Two consecutive terms are allowable

<sup>iv</sup> Terms run from July 1 through June 30

<sup>v</sup> Initial committee members with a term of less than three years are eligible for two additional consecutive terms

<sup>vi</sup> See V

---

**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

---

ITEM ABSTRACT

ITEM NO. 3 (e)

Meeting Date:	April 5, 2021	<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

---

**SUBJECT:** Adoption of Multi-Jurisdictional Hazard Mitigation Plan

**DEPARTMENT:** Emergency Management

**PUBLIC HEARING:** No

**CONTACT PERSON(S):** Kevin Hairr, Interim Emergency Services Director

**PURPOSE:** To consider adoption of 2021 update to the Multi-Jurisdictional Hazard Mitigation Plan

**ATTACHMENTS:** Resolution of Adoption, Plan Overview (the full plan is a 600+ page document with large appendices and should be viewed on the Sampson County Emergency Services webpages at: <https://bit.ly/3wedXij>)

**BACKGROUND:**

Since January 2015, Sampson County and its participating municipalities in partnership with Duplin County and its participating municipalities have opted to collaborate on a Multi-Jurisdictional Hazard Mitigation Plan. This plan is required to be updated every five years, and the 2021 draft plan is presented for your review and approval. Each of our municipalities have approved the plan, and a public meeting has been held by the work team.

The primary reason for developing a Hazard Mitigation Plan is to reduce the community's exposure to natural hazards by taking proactive, pre-disaster planning steps to limit development in hazard sensitive areas, particularly floodplain or flood hazard areas. The second reason is to comply with the hazard mitigation planning requirements established by the Federal Emergency Management Agency (FEMA) and the NC General Assembly and implemented through the NC Division of Emergency Management.

**RECOMMENDED ACTION OR MOTION:**

Adopt the resolution evidencing the approval of the plan by Sampson County

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

**MEMORANDUM:**

**TO:** Susan Holder, Assistant County Manager  
**FROM:** <sup>RB</sup> Ronald Bass, Emergency Management  
**DATE:** March 15, 2021  
**SUBJECT:** **Hazard Mitigation Plan Resolution Adoption**

Please place the following Hazard Mitigation Plan Resolution Adoption attachments onto the April 5, 2021 agenda. The Chairman's signature is needed for Sampson County's Hazard Mitigation Plan Resolution Adoption. Also, note that all jurisdictions have been approved and adopted by each of their municipalities. Once approved by the Board of Commissioners' all attachments will be forwarded to AECOM company for reviewal and then sent to State. Electronic copies of both Hazard Mitigation Plan and adoptions have been forwarded for your convenience.

RB/klc

Attachments:  
Sampson County Hazard Mitigation Resolution Adoption:  
All Municipalities Hazard Mitigation Resolution Adoption:



107 Underwood Street | Clinton, NC 28328

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





# Sampson Duplin Regional Hazard Mitigation Plan

Sampson County, Duplin County

Prepared by:  
**Sampson Duplin Regional Hazard Mitigation Planning Committee**  
*With Professional Planning Assistance from*  
**AECOM**

---

# TABLE OF CONTENTS

Introduction ..... SECTION 1

Planning Process ..... SECTION 2

Community Profile ..... SECTION 3

Hazard Identification..... SECTION 4

Hazard Profiles ..... SECTION 5

Vulnerability Assessment..... SECTION 6

Capability Assessment ..... SECTION 7

Mitigation Strategy ..... SECTION 8

Mitigation Action Plan ..... SECTION 9

Plan Maintenance ..... SECTION 10

Plan Adoption.....APPENDIX A

FEMA Review Tool.....APPENDIX B

Approval Letters.....APPENDIX C

Public Outreach ..... APPENDIX D

Fact Sheet..... APPENDIX E

Public Survey.....APPENDIX F

Meeting Files .....APPENDIX G

Community Wildfire Protection Plans .....APPENDIX H

## SECTION 1: INTRODUCTION

Section 1 introduces the Sampson-Duplin Regional Hazard Mitigation Plan. It consists of the following subsections:

- ◆ 1.1 Background
- ◆ 1.2 Purpose and Need
- ◆ 1.3 Scope
- ◆ 1.4 Authority
- ◆ 1.5 Plan Update
- ◆ 1.6 Organization of the Plan

### 1.1 Background

Each year in the United States, natural disasters take the lives of hundreds of people and injure thousands more. Nationwide, taxpayers pay billions of dollars annually to help communities, organizations, businesses, and individuals recover from disasters. These monies only partially reflect the true cost of disasters, because additional expenses incurred by insurance companies and non-governmental organizations are not reimbursed by tax dollars. Many natural disasters are predictable, and much of the damage caused by these events can be reduced or even eliminated.

In an effort to reduce the Nation's mounting natural disaster losses, the U.S. Congress passed the Disaster Mitigation Act of 2000 (DMA 2000) to invoke new and revitalized approaches to mitigation planning. Section 322 of DMA 2000 emphasizes the need for state and local government entities to closely coordinate on mitigation planning activities and makes the development of a hazard mitigation plan a specific eligibility requirement for any local government applying for federal mitigation grant funds. These funds include the Hazard Mitigation Grant Program (HMGP), the Pre-Disaster Mitigation (PDM) program, and the Flood Mitigation Assistance (FMA) Program, all of which are administered by the Federal Emergency Management Agency (FEMA) under the Department of Homeland Security. Communities with an adopted and federally approved hazard mitigation plan thereby become pre-positioned and more apt to receive available mitigation funds before and after the next disaster strikes.

This Plan was prepared in coordination with FEMA Region IV and the North Carolina Division of Emergency Management (NCEM) to ensure that it meets all applicable DMA 2000 planning requirements. A Local Mitigation Plan Review Tool, found in Appendix B, provides a summary of FEMA's current minimum standards of acceptability and notes the location within the Plan where each planning requirement is met.

### 1.2 Purpose and Need

As defined by FEMA, "hazard mitigation" means any sustained action taken to reduce or eliminate the long-term risk to life and property from a hazard event. Hazard mitigation planning is the process through which hazards are identified, likely impacts determined, mitigation goals set, and appropriate mitigation strategies determined, prioritized, and implemented.

The purpose of this plan is to identify, assess and mitigate risk in order to better protect the people and property of The Sampson-Duplin Region from the effects of natural and man-made hazards. This plan documents the hazard mitigation planning process and identifies relevant hazards and strategies the participating communities will use to decrease vulnerability and increase resiliency and sustainability. This plan demonstrates the participating communities' commitment to reducing risks from identified hazards and serves as a tool to help decision-makers direct mitigation activities and resources. This plan

will ensure the involved communities’ continued eligibility for federal disaster assistance, including the HMGP, PDM and FMA programs.

### 1.3 Scope

This document comprises a Hazard Mitigation Plan Update for Sampson and Duplin Counties in North Carolina. The jurisdictions participating in this plan are All the municipalities within these two counties are also participants in this plan, including Clinton, Autryville, Garland, Harrells, Newton Grove, Roseboro, Salemburg, Turkey, Beulaville, Calypso, Faison, Greenevers, Kenansville, Magnolia, Rose Hill, Teachey, Wallace, and Warsaw.

Sampson County	Duplin County
Town of Autryville	Town of Beulaville
City of Clinton	Town of Calypso
Town of Garland	Town of Faison
Town of Harrells	Town of Greenevers
Town of Newton Grove	Town of Kenansville
Town of Roseboro	Town of Magnolia
Town of Salemburg	Town of Rose Hill
Town of Turkey	Town of Teachey
	Town of Wallace
	Town of Warsaw

### 1.4 Authority

This Hazard Mitigation Plan Update will be adopted by Sampson and Duplin Counties in accordance with the authority and police powers granted to counties as defined by the State of North Carolina (N.C.G.S., Chapter 153A). This Hazard Mitigation Plan will be adopted by the participating municipalities under the authority granted to cities and towns as defined by the State of North Carolina (N.C.G.S., Chapter 160A).

This Plan was developed in accordance with current state and federal rules and regulations governing local hazard mitigation plans. The Plan shall be monitored and updated on a routine basis to maintain compliance with the following legislation:

- Section 322, Mitigation Planning, of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as enacted by Section 104 of the Disaster Mitigation Act of 2000 (P.L. 106-390) and by FEMA’s Interim Final Rule published in the Federal Register on February 26, 2002, at 44 CFR Part 201;
- National Flood Insurance Act of 1968, as amended 42 U.S.C. 4001 et seq; and
- North Carolina General Statutes, Chapter 166A: North Carolina Emergency Management Act, as amended by Senate Bill 300: An Act to Amend the Laws Regarding Emergency Management as Recommended by the Legislative Disaster Response and Recovery Commission (2001).
- Also utilized the Local Mitigation Planning Handbook, March 2013. The Handbook was used together with the Local Mitigation Plan Review Guide, October 2011. The handbook offers practical approaches and examples for how communities can engage in effective planning to reduce long-term risk from natural hazards and disasters.

## 1.5 Plan Update

### CFR Subchapter D §201.6(d)(3)

A local jurisdiction must review and revise its plan to reflect changes in development, progress in local mitigation efforts, and changes in priorities, and resubmit it for approval within 5 years in order to continue to be eligible for mitigation project grant funding.

The previous Sampson Duplin County Hazard Mitigation Plans contained risk assessments of identified hazards for the jurisdictions and mitigation strategies to address the risks and vulnerabilities from these hazards. Since that time, progress has been made by all participating jurisdictions on implementation of the mitigation strategies. This section includes an overview of the approach to updating the plan and identifies new analyses and information included in this plan update.

### 1.5.1 What's New in the Plan

The plan update involved a comprehensive review and update of each section of the previous plan and an assessment of the success of the participating jurisdictions in evaluating, monitoring and implementing the mitigation strategy outlined in their existing plan. The decision was made in 2015 to create one regional mitigation plan (Sampson-Duplin Regional Plan) in order to accomplish the following planning goals:

- Support a more holistic regional planning effort, considering shared concerns and shareable resources;
- Conform to NCEM's preference for regional hazard mitigation planning in the state; and
- Leverage available funding and resources for mitigation planning.

Only the information and data still valid from the existing plan was carried forward as applicable. The following requirements were addressed during the development of the plan update:

- Consider changes in vulnerability due to action implementation;
- Document success stories where mitigation efforts have proven effective;
- Document areas where mitigation actions were not effective;
- Document any new hazards that may arise or were previously overlooked;
- Incorporate new data or studies on hazards and risks;
- Incorporate new capabilities or changes in capabilities;
- Incorporate growth and development-related changes to inventories; and
- Incorporate new action recommendations or changes in action prioritization.

In addition to the specific changes in hazard analyses identified above, the following items were also addressed in the plan update:

- GIS was used, to the extent data allowed, to analyze the priority hazards as part of the vulnerability assessment. This involved utilizing mapped hazard data combined with local parcel data.
- Assets at risk to identified hazards were identified by property type and values of properties based
- on tax assessment data from the Region.
- A discussion on climate change and its projected effect on specific hazards was included in Section 5 Hazard Profiles.

## Introduction

---

- The discussion on growth and development trends was enhanced utilizing current Census data.
- Enhanced public outreach and agency coordination efforts were conducted throughout the plan update process in order to meet the more rigorous requirements of the 2013 CRS Coordinator's Manual, in addition to DMA requirements.

Past Goals Update1-1 provides a summary of updates to the goals from the Regional Plan as decided by the MAC. The revised goals for the Plan Update can be found in Section 8 – Mitigation Strategy.

**Table 1-1. Summary of Updates to Existing Goals**

Existing Goals	Plan Update Notes
<p>Goal 1  <b>Protect the public health, safety, and welfare by increasing public awareness of hazards and by encouraging collective and individual responsibility for mitigating hazard risks.</b></p>	<p>Deemed to still be applicable and relevant to the plan update.</p>
<p>Goal 2  <b>Improve technical capability to respond to hazards and to improve the effectiveness of hazard mitigation actions.</b></p>	<p>Deemed to still be applicable and relevant to the plan update.</p>
<p>Goal 3  <b>Enhance existing or create new policies and ordinances that will help reduce the damaging effects of natural hazards.</b></p>	<p>Deemed to still be applicable to the plan update</p>
<p>Goal 4  <b>Protect the most vulnerable populations, buildings, and critical facilities through the implementation of cost-effective and technically feasible mitigation actions.</b></p>	<p>Deemed to still be applicable to the plan update</p>

### 1.5.2 Past Mitigation Strategy Update

Details on mitigation projects carried forward from the previous plans into this plan update as well as new projects, can be found in Section 9 – Mitigation Action Plan.

### 1.6 Organization of the Plan

The Regional Hazard Mitigation Plan is organized as follows:

- Section 1 – Introduction
- Section 2 – Planning Process
- Section 3 – Community Profile

- Section 4 – Hazard Identification
- Section 5 – Hazard Profiles
- Section 6 – Vulnerability Assessment
- Section 7 – Capability Assessment
- Section 8 – Mitigation Strategy
- Section 9 – Mitigation Action Plan
- Section 10 – Plan Maintenance
- Appendix A – Adoptions
- Appendix B – Local Mitigation Plan Review Tool
- Appendix C – Approval Letters
- Appendix D – Public Outreach
- Appendix E – Project Information Fact Sheet
- Appendix F - Public Survey
- Appendix G - Meeting Files
- Appendix H – CWPPs (Community Wildfire Protection Plans)



## SECTION 2: PLANNING PROCESS

Section 2 provides an overview of the planning process used to develop the Hazard Mitigation Plan Update. It consists of the following subsections:

- ◆ 2.1 Local Government Participation
- ◆ 2.2 The 10-Step Planning Process

<b>Requirement §201.6(b)</b>
<p>An open public involvement process is essential to the development of an effective plan. In order to develop a more comprehensive approach to reducing the effects of natural disasters, the planning process shall include:</p> <ol style="list-style-type: none"> <li>1. An opportunity for the public to comment on the plan during the drafting stage and prior to plan approval;</li> <li>2. An opportunity for neighboring communities, local and regional agencies involved in hazard mitigation activities, and agencies that have the authority to regulate development, as well as businesses, academia, and other private and nonprofit interests to be involved in the planning process; and</li> <li>3. Review and incorporation, if appropriate, of existing plans, studies, reports, and technical information.</li> </ol>
<b>Requirement §201.6(c)(1)</b>
<p>The plan shall include the following:</p> <ol style="list-style-type: none"> <li>1. Documentation of the planning process used to develop the plan, including how it was prepared, who was involved in the process, and how the public was involved.</li> </ol>

This Hazard Mitigation Plan Update was developed under the guidance of a Mitigation Action Committee (MAC). Information in this plan will be used to help guide and coordinate mitigation activities and decisions for local land use policy in the future. Proactive mitigation planning will help reduce the cost of disaster response and recovery to communities and their residents by protecting critical community facilities, reducing liability exposure, and minimizing overall community impacts and disruptions. This plan identifies activities that can be undertaken by both the public and the private sectors to reduce safety hazards, health hazards, and property damage caused by hazards.

### 2.1 Local Government Participation

The DMA planning regulations and guidance stress that each local government seeking FEMA approval of their mitigation plan must participate in the planning effort in the following ways:

- Participate in the process as part of the MAC;
- Detail where within the planning area the risk differs from that facing the entire area;
- Identify potential mitigation actions; and
- Formally adopt the plan.

For the Regional MAC, “participation” meant the following:

- Providing facilities for meetings;
- Attending and participating in the MAC meetings;



- Collecting and providing requested data (as available);
- Managing administrative details;
- Making decisions on plan process and content;
- Identifying mitigation actions for the plan;
- Reviewing and providing comments on plan drafts;
- Informing the public, local officials, and other interested parties about the planning process and providing opportunity for them to comment on the plan;
- Coordinating, and participating in the public input process; and
- Coordinating the formal adoption of the plan by the local governing body.

The MAC met all the above participation requirements. Stakeholders such as local emergency management agencies, participating municipalities, state agencies, neighboring jurisdictions (Bladen, Cumberland, Harnett, Johnston, Jones, Lenoir, Onslow, Pender, and Wayne counties), businesses, academia, and non-profits were given the opportunity to be involved in the planning process through email invitations, follow up phone calls and announcements at related government meetings. The Committee’s representatives included representatives of County, City and Town Departments; and other stakeholders. The participants comprising the Sampson Duplin County Mitigation Advisory Committee as lead agents included the following:

Sampson-Duplin Regional Mitigation Advisory Committee	
MAC Member	Jurisdiction/Agency
Ronald Bass, Emergency Management Director	Sampson County Representative
Richard Carr, Projects and Communications Specialist	Sampson County Representative
Mike Aldridge, County Manager	Duplin County Representative
Reid Southerland, Emergency Management Director	Duplin County Representative
Elizabeth Stalls, Planning Director	Duplin County Representative

Table 2-1 details the MAC (Mitigation Action Committee) meeting dates and the MAC members in attendance. A more detailed summary of MAC meeting dates including topics discussed and meeting locations follows in Table 2.4. During the planning process, the MAC members communicated through face-to-face meetings, virtual meetings, email and telephone conversations. Although all MAC members could not be physically present at every meeting, coordination was ongoing throughout the entire planning process. In particular, the communities of Town of Kenansville, Town of Rose Hill, Town of Autryville, Town of Garland, Town of Harrells, and Town of Turkey participated in the planning process through emails and phone conversations and in direct contact with Sampson and Duplin Counties, who acted as proxies. Also, these jurisdictions were provided planning process materials during the planning process.

**Table 2-1: Mitigation Action Committee Meeting Attendance Record**

Member	Affiliation	Meeting Date			
		12/19/2019	2/13/2020	4/9/2020	5/14/2020
<b>Reid Southerland, Area Coordinator</b>	Duplin County	X	X		
<b>Elizabeth Stalls, Planning Director</b>	Duplin County	X	X	X	X
<b>Matthew Barwick, Emergency Management</b>	Duplin County	X	X	X	
<b>Davis H. Brinson, County Manager</b>	Duplin County	X			
<b>Jesse Dowe, County Commissioner</b>	Duplin County	X			
<b>Ryan Cox, Streets and Ditches Commissioner</b>	Duplin County			X	
<b>Lori Williams, Town Manager</b>	Town of Beulaville	X	X		
<b>Alice Dixon, Town Clerk</b>	Town of Calypso	X			
<b>Debbie Jones, Mayor Pro-tem</b>	Town of Calypso	X			
<b>Carolyn Kenyon, Mayor</b>	Town of Faison	X	X	X	X
<b>Emma Brinson, Town Administrator</b>	Town of Greenevers		X	X	
<b>Annette Dunn, Town Clerk</b>	Town of Kenansville				
<b>Barbara Jones, Deputy Clerk</b>	Town of Magnolia				X
<b>Tom Drum, Town Administrator</b>	Town of Rose Hill				
<b>James Moore, Commissioner</b>	Town of Teachy	X	X		
<b>Leonard Fillyaw, Mayor</b>	Town of Teachy	X	X		X
<b>Donna Delfaco-Dube, Town Clerk</b>	Town of Teachy			X	
<b>Laurence Bergman, Town Manager</b>	Town of Wallace	X	X		X
<b>Larry Berg, Town Manager</b>	Town of Wallace			X	
<b>Scotty Summerlin, Town Manager</b>	Town of Warsaw	X	X		
<b>AJ Connors, Mayor</b>	Town of Warsaw	X	X		
<b>Clifton Will, Mayor Pro-tem</b>	Town of Warsaw	X			
<b>Ronald Bass, Emergency Management Director</b>	Sampson County	X	X	X	

Planning Process

<b>Richard Carr, Public Info Officer Communication Specialist</b>	Sampson County	X	X		
<b>Kelsey Carter, Emergency Services</b>	Sampson County		X	X	
<b>Richard Spell, Mayor</b>	Town of Autryville				
<b>Steven Lovette, Fire Chief</b>	City of Clinton		X		
<b>Michael Marshburn, Fire</b>	City of Clinton		X		
<b>Winifred Hill Murphy, Mayor</b>	Town of Garland				
<b>Cindy Ezzell, Town Administrator</b>	Town of Harrells				
<b>Amanda Turner, Town Clerk</b>	Town of Newton Grove	X			
<b>Janet Dunn, Town Clerk</b>	Town of Roseboro			X	
<b>Marilyn Walters, Finance Officer</b>	Town of Salemburg		X	X	
<b>Teresa Frack, Town Clerk</b>	Town of Turkey				
<b>Melissa Reese, Community Relations</b>	Eastpointe	X	X	X	X
<b>Gerri Hansen, Director of Digital Engagement</b>	Red Cross		X		
<b>Mark Tomeucci, Regional Program Manager</b>	American Red Cross		X	X	
<b>Jacazza Jones, Emergency Management Planner</b>	NCEM		X	X	X
<b>Carl Baker, Planner</b>	NCEM				X
<b>John Mello, Mitigation Planner</b>	NCEM	X			
<b>Edwardine Marrone, FIT-NC HM Program Analyst</b>	FEMA	X			X

Based on the area of expertise of each representative participating on the MAC,

Table 2-2 demonstrates each member’s expertise in the six mitigation categories (Prevention, Property Protection, Natural Resource Protection, Emergency Services, Structural Flood Control Projects and Public Information).

**Table 2-2: Staff Capability with Six Mitigation Categories**

Community Department/Office	Prevention	Property Protection	Natural Resource Protection	Emergency Services	Structural Flood Control Projects	Public Information
Emergency Services	X	X		X		X
Planning and Zoning	X	X	X			X
Public Works	X		X		X	X

## 2.2 The 10-Step Planning Process

The planning process for preparing the HMP Update was based on DMA planning requirements and FEMA’s associated guidance. This guidance is structured around a four-phase process:

1. Planning Process;
2. Risk Assessment;
3. Mitigation Strategy; and
4. Plan Maintenance.

Into this process, the participating jurisdictions integrated a more detailed 10-step planning process used for FEMA’s Community Rating System (CRS) and Flood Mitigation Assistance programs. Thus, the modified 10-step process used for this plan meets the requirements of six major programs: FEMA’s Hazard Mitigation Grant Program; Pre-Disaster Mitigation Program; Community Rating System; Flood Mitigation Assistance Program; Severe Repetitive Loss Program; and new flood control projects authorized by the Army Corps of Engineers.

Table 2-3 shows how the 10-step CRS planning process aligns with the four phases of hazard mitigation planning pursuant to the Disaster Mitigation Act of 2000.

**Table 2-3: Mitigation Planning and CRS 10-Step Process Reference Table**

DMA Process	CRS Process
<b>Phase I – Planning Process</b>	
§201.6(c)(1)	Step 1. Organize to Prepare the Plan
§201.6(b)(1)	Step 2. Involve the Public
§201.6(b)(2) & (3)	Step 3. Coordinate
<b>Phase II – Risk Assessment</b>	
§201.6(c)(2)(i)	Step 4. Assess the Hazard
§201.6(c)(2)(ii) & (iii)	Step 5. Assess the Problem
<b>Phase III – Mitigation Strategy</b>	
§201.6(c)(3)(i)	Step 6. Set Goals
§201.6(c)(3)(ii)	Step 7. Review Possible Activities
§201.6(c)(3)(iii)	Step 8. Draft an Action Plan

Phase IV – Plan Maintenance	
§201.6(c)(5)	Step 9. Adopt the Plan
§201.6(c)(4)	Step 10. Implement, Evaluate and Revise the Plan

## 2.2.1 Phase 1 – Planning Process

### Planning Step 1: Organize to Prepare the Plan

In alignment with the commitment to participate in the DMA planning process and the CRS, community officials worked to establish the framework and organization for development of the plan. An initial coordination call was held with key community representatives to discuss the organizational aspects of the plan development process. The planning process timeframe kicked off in December of 2019 and concluded in October of 2020.

The formal MAC meetings followed the 10 CRS Planning Steps. Meeting agendas, minutes and sign-in sheets for the MAC meetings are included in Appendix G – Planning Process Documentation. The meeting dates and topics discussed are summarized in Table 2-4.

**Table 2-4: Summary of MAC Meetings Dates**

Meeting Type	Meeting Topic	Meeting Date/ Time	Meeting Location
<b>MAC #1 (Kick-Off)</b>	<ol style="list-style-type: none"> <li>Welcome and Introductions</li> <li>Project overview</li> <li>Plan update process</li> <li>Review and discussion of existing plan</li> <li>Capability Assessment surveys</li> <li>Public participation survey</li> <li>Mitigation goals</li> <li>“Mayor for a Day”</li> <li>Exercise results and discussion</li> <li>Maintaining momentum and implementing the plan</li> <li>Review the final draft</li> <li>Questions and open discussion</li> </ol>	December 19, 2019 at 10am	Duplin County Emergency Operations Center, 209 Seminary Street, Kenansville, NC
<b>MAC #2</b>	<ol style="list-style-type: none"> <li>Welcome and Introductions</li> <li>Risk Assessment Discussion</li> <li>Capability Assessment Update</li> <li>Updating Mitigation Action Plans (MAP)</li> <li>Review and Update Process</li> <li>Adoption Process</li> <li>Open Discussion</li> </ol>	February 13, 2020 at 10am	Health and Human Services Bldg E, 360 County Complex Road, NC 28329
<b>MAC #3</b>	<ol style="list-style-type: none"> <li>Welcome and Introductions</li> <li>Mitigation Actions Update</li> </ol>	April 9, 2020 at 9:30am	Microsoft Teams (virtual meeting)
<b>MAC #4</b>	<ol style="list-style-type: none"> <li>Welcome and Introductions</li> <li>Capability Assessment Review</li> <li>Mitigation Actions Update Workshop</li> <li>Reviewing the Draft Plan</li> <li>Adoption Process</li> </ol>	May 14, 2020 at 9:30am	Microsoft Teams (virtual meeting)

**Planning Step 2: Involve the Public**

The public was given the opportunity to be involved in the planning process via invitations to open meetings, access to interactive websites and through use of public surveys. The first public meeting to introduce the planning process during plan development was held on June 15th, 2020 at 2pm. As documented in Appendix G, a public notice was posted on the county webpages and Facebook pages prior to the public meeting inviting members of the public to attend. Seven members of the public participated and had questions and concerns regarding previous flooding and the status of mitigation grants in the Region. This opportunity for public participation occurred during plan development (prior to the comment period on the final plan) The public will again be offered another opportunity to provide feedback at the plan adoption meetings. Other topics included emergency response preparedness activities. The public meeting dates and topics discussed are summarized below in Table 2-5.

**Table 2-5: Summary of Public Meeting Dates**

Meeting Type	Meeting Topic	Meeting Date/Time	Meeting Location
<b>Public Meeting #1</b>	<ol style="list-style-type: none"> <li>1. Introduction to DMA and the planning process</li> <li>2. Introduction to hazard identification</li> <li>3. Review Hazard Mitigation Plan</li> <li>4. Solicit comments and feedback from the public</li> </ol>	June 15, 2020 2 PM	Duplin County Board of County Commissioners Rm

**Involving the Public beyond Attending Public Meetings**

Early discussions with the MAC established the initial plan for public involvement. The MAC agreed to an approach using established public information mechanisms and resources within the communities. Public involvement activities for this plan update included stakeholder and public meetings, and the collection of public and stakeholder comments (Appendix G) on the draft plan.

The MAC found different ways to involve the public beyond attending public meetings. Documentation to support the additional public outreach efforts can be found in Appendix D – Public Outreach. The public outreach activities beyond the formal public meetings are summarized below in Table 2-6.

**Table 2-6: Public Outreach Efforts**

	Location	Event/Message	Date
<b>1</b>	Duplin County	HMP meeting information posted on Facebook	June 2020
<b>2</b>	Sampson County	HMP meeting information posted on Facebook	June 2020

**Planning Step 3: Coordinate**

Early in the planning process, the MAC determined that the risk assessment, mitigation strategy development, and plan approval would be greatly enhanced by inviting other local, state and federal agencies and organizations to participate in the process. Coordination involved sending these stakeholders coordination emails asking for their assistance and input and telling them how to become involved in the plan development process. The MAC contacted the following agencies and organizations with specific data requests and a request for their input into the planning process:



- NCEM
  - Natural Hazards Risk Data
  - Repetitive Loss Data
- ISO/FEMA
  - Repetitive Loss Data
  - BCEGS Classifications
- NC Forest Service
  - Sampson County CWPPs
  - Duplin County CWPPs
- NC Dam Safety
  - Dam Inventory



### 2.2.2 Coordination with Other Community Planning Efforts and Hazard Mitigation Activities

Coordination with other community planning efforts is also paramount to the success of this plan. Mitigation planning involves identifying existing policies, tools, and actions that will reduce a community's risk and vulnerability to hazards. Integrating existing planning efforts and mitigation policies and action strategies into this plan establishes a credible and comprehensive plan that ties into and supports other community programs. The development of this plan incorporated information from the following existing plans, studies, reports, technical information and initiatives, such as hazard mitigation plans, local comprehensive plans, and flood insurance studies as well as other relevant data from neighboring communities and other jurisdictions, like Bladen, Cumberland, Harnett, Johnston, Jones, Lenoir, Onslow, Pender, and Wayne counties through review and analysis.

- Ordinances
  - The following ordinances were used to develop the capability assessment and the mitigation strategy for the participating jurisdictions:
    - Zoning Ordinance
    - Flood Damage Prevention Ordinance
    - Subdivision Ordinance
    - State Building Code
- The Region Incorporated Areas Flood Insurance Study,
  - Used to identify flooding sources and SFHAs within the Region and Incorporated Areas. The SFHAs were used to prepare the inland flooding vulnerability assessment.
- The Regional Hazard Mitigation Plan, 2015
  - Used to identify previously profiled hazards and to capture relevant information to be carried forward in the plan update. Also used to identify existing mitigation actions and to prepare a status update for existing actions.

These and other documents were reviewed, considered, and incorporated as appropriate, during the collection of data to support Planning Steps 4 and 5, which include the hazard identification, vulnerability assessment, and capability assessment. Data from these plans and ordinances were incorporated into the risk assessment and hazard vulnerability sections of the plan as appropriate. The

data was also used in determining the capability of each community in being able to implement certain mitigation strategies. The Capability Assessment can be found in Section 7 – Capability Assessment.

### 2.2.3 Phase II – Risk Assessment

#### **Planning Steps 4 and 5: Identify/Assess the Hazard and Assess the Problem**

The MAC completed a comprehensive effort to identify, document, and profile all hazards that have, or could have, an impact on the planning area. Geographic information systems (GIS) were used to display, analyze, and quantify hazards and vulnerabilities.

The MAC also conducted a capability assessment to review and document the planning area’s current capabilities to mitigate risk from and vulnerability to hazards. By collecting information about existing government programs, policies, regulations, ordinances, and emergency plans, the MAC could assess those activities and measures already in place that contribute to mitigating some of the risks and vulnerabilities identified. A more detailed description of the risk assessment process and the results are included in Section 4 – Hazard Identification, Section 5 – Hazard Profiles, and Section 6 – Vulnerability Assessment.

### 2.2.4 Phase III – Mitigation Strategy

#### **Planning Steps 6 and 7: Set Goals and Review Possible Activities**

AECOM facilitated brainstorming and discussion sessions with the MAC that described the purpose and process of developing planning goals, a comprehensive range of mitigation alternatives, and a method of selecting and defending recommended mitigation actions using a series of selection criteria.

#### **Planning Step 8: Draft an Action Plan**

A complete first draft of the plan was prepared based on input from the MAC regarding the draft risk assessment and the goals and activities identified in Planning Steps 6 and 7. This complete draft was posted for MAC and public review and comment on the planning project website <https://gis.aecomonline.net/irisk2/NCHMP.aspx?region=26>. Other agencies were invited by email and phone calls to comment on this draft as well. MAC, public, and agency comments were integrated into the final draft for the NCEM and FEMA Region IV to review and approve, contingent upon final adoption by the governing body of each participating jurisdiction.

### 2.2.5 Phase IV – Plan Maintenance

#### **Planning Step 9: Adopt the Plan**

In order to secure buy-in and officially implement the plan, the plan will be reviewed and adopted by the governing body of each participating jurisdiction and the corresponding resolutions will be included in Appendix A: Plan Adoptions.

#### **Planning Step 10: Implement, Evaluate and Revise the Plan**

Implementation and maintenance of the plan is critical to the overall success of hazard mitigation planning. Up to this point in the planning process, all the MAC’s efforts have been directed at researching data, coordinating input from participating entities, and developing appropriate mitigation actions. Section 10 - Plan Maintenance provides an overview of the overall strategy for plan implementation and maintenance and outlines the method and schedule for monitoring, updating, and evaluating the plan. Section 10 also discusses incorporating the plan into existing planning mechanisms and how to address continued public involvement.

RESOLUTION  
ADOPTING SAMPSON –DUPLIN REGIONAL  
HAZARD MITIGATION PLAN

WHEREAS, the citizens and property within Sampson County are subject to the effects of natural hazards that pose threats to lives and cause damage to property, and with the knowledge and experience that certain areas of the county are particularly vulnerable to drought, extreme heat, hailstorm, hurricane and tropical storm, lightning, thunderstorm wind/high wind, tornado, winter storm and freeze, flood, hazardous material incident, and wildfire; and

WHEREAS, the County desires to seek ways to mitigate the impact of identified hazard risks; and

WHEREAS, the Legislature of the State of North Carolina has in Part 6, Article 21 of Chapter 143; Parts 3, 5, and 8 of Article 19 of Chapter 160A; and Article 8 of Chapter 160A of the North Carolina General Statutes, delegated to local governmental units the responsibility to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Legislature of the State of North Carolina has enacted General Statute Section 166A-19.41 (*State emergency assistance funds*) which provides that for a state of emergency declared pursuant to G.S. 166A-19.20(a) after the deadline established by the Federal Emergency Management Agency pursuant to the Disaster Mitigation Act of 2002, P.L. 106-390, the eligible entity shall have a hazard mitigation plan approved pursuant to the Stafford Act; and.

WHEREAS, Section 322 of the Federal Disaster Mitigation Act of 2000 states that local governments must develop an All-Hazards Mitigation Plan in order to be eligible to receive future Hazard Mitigation Grant Program Funds and other disaster-related assistance funding and that said Plan must be updated and adopted within a five year cycle; and

WHEREAS, the County of Sampson has performed a comprehensive review and evaluation of each section of the previously approved Hazard Mitigation Plan and has updated the said plan as required under regulations at 44 CFR Part 201 and according to guidance issued by the Federal Emergency Management Agency and the North Carolina Division of Emergency Management.

WHEREAS, it is the intent of the Board of Commissioners of Sampson County to fulfill this obligation in order that the County will be eligible for federal and state assistance in the event that a state of disaster is declared for a hazard event affecting the County;

NOW, THEREFORE, be it resolved that the Board of Commissioners of the County of Sampson hereby:

1. Adopts the Sampson-Duplin Regional Hazard Mitigation Plan.

2. Vests Sampson County Emergency Management with the responsibility, authority, and the means to:

- (a) Inform all concerned parties of this action.
- (b) Cooperate with Federal, State and local agencies and private firms which undertake to study, survey, map and identify floodplain areas, and cooperate with neighboring communities with respect to management of adjoining floodplain areas in order to prevent exacerbation of existing hazard impacts.

3. Appoints Sampson County Emergency Management to assure that the Hazard Mitigation Plan is reviewed annually and every five years as specified in the Plan to assure that the Plan is in compliance with all State and Federal regulations and that any needed revisions or amendments to the Plan are developed and presented to the Sampson County Board of Commissioners for consideration.

4. Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the Hazard Mitigation Plan.

Adopted this the 5<sup>th</sup> day of April, 2021.

\_\_\_\_\_  
Clark H. Wooten, Chairman  
Sampson County Board of Commissioners

Attest:

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

Certified by: \_\_\_\_\_ (SEAL)

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

RESOLUTION  
ADOPTING SAMPSON –DUPLIN REGIONAL  
HAZARD MITIGATION PLAN

WHEREAS, the citizens and property within The Town of Harrells are subject to the effects of natural hazards that pose threats to lives and cause damage to property, and with the knowledge and experience that certain areas of the county are particularly vulnerable to drought, extreme heat, hailstorm, hurricane and tropical storm, lightning, thunderstorm wind/high wind, tornado, winter storm and freeze, flood, hazardous material incident, and wildfire; and

WHEREAS, the County desires to seek ways to mitigate the impact of identified hazard risks; and

WHEREAS, the Legislature of the State of North Carolina has in Part 6, Article 21 of Chapter 143; Parts 3, 5, and 8 of Article 19 of Chapter 160A; and Article 8 of Chapter 160A of the North Carolina General Statutes, delegated to local governmental units the responsibility to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Legislature of the State of North Carolina has enacted General Statute Section 166A-19.41 (*State emergency assistance funds*) which provides that for a state of emergency declared pursuant to G.S. 166A-19.20(a) after the deadline established by the Federal Emergency Management Agency pursuant to the Disaster Mitigation Act of 2002, P.L. 106-390, the eligible entity shall have a hazard mitigation plan approved pursuant to the Stafford Act; and.

WHEREAS, Section 322 of the Federal Disaster Mitigation Act of 2000 states that local governments must develop an All-Hazards Mitigation Plan in order to be eligible to receive future Hazard Mitigation Grant Program Funds and other disaster-related assistance funding and that said Plan must be updated and adopted within a five year cycle; and


WHEREAS, the Town of Harrells has performed a comprehensive review and evaluation of each section of the previously approved Hazard Mitigation Plan and has updated the said plan as required under regulations at 44 CFR Part 201 and according to guidance issued by the Federal Emergency Management Agency and the North Carolina Division of Emergency Management.

WHEREAS, it is the intent of the Board of Alderman of The Town of Harrells to fulfill this obligation in order that the County will be eligible for federal and state assistance in the event that a state of disaster is declared for a hazard event affecting the County;

NOW, THEREFORE, be it resolved that the Board of Alderman of The Town of Harrells hereby:


1. Adopts the Sampson-Duplin Regional Hazard Mitigation Plan.
2. Vests Sampson County Emergency Management with the responsibility, authority, and the means to:
  - (a) Inform all concerned parties of this action.
  - (b) Cooperate with Federal, State and local agencies and private firms which undertake to study, survey, map and identify floodplain areas, and cooperate with neighboring communities with respect to management of adjoining floodplain areas in order to prevent exacerbation of existing hazard impacts.
3. Appoints Sampson County Emergency Management to assure that the Hazard Mitigation Plan is reviewed annually and every five years as specified in the Plan to assure that the Plan is in compliance with all State and Federal regulations and that any needed revisions or amendments to the Plan are developed and presented to the Sampson County Board of Commissioners for consideration.
4. Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the Hazard Mitigation Plan.

Adopted this the 2<sup>nd</sup> Day of February, 2021.

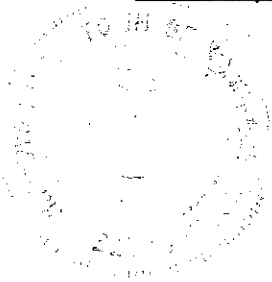
  
\_\_\_\_\_  
James C. Moore, Mayor  
Town of Harrells Board of Alderman

Attest:

  
\_\_\_\_\_  
Cynthia J. Ezzell, Town Clerk  
Town of Harrells

Certified by:  (SEAL)

Date: 3-11-21



RESOLUTION  
ADOPTING SAMPSON –DUPLIN REGIONAL  
HAZARD MITIGATION PLAN

WHEREAS, the citizens and property within the Town of Garland are subject to the effects of natural hazards that pose threats to lives and cause damage to property, and with the knowledge and experience that certain areas of the county are particularly vulnerable to drought, extreme heat, hailstorm, hurricane and tropical storm, lightning, thunderstorm wind/high wind, tornado, winter storm and freeze, flood, hazardous material incident, and wildfire; and

WHEREAS, the County desires to seek ways to mitigate the impact of identified hazard risks; and

WHEREAS, the Legislature of the State of North Carolina has in Part 6, Article 21 of Chapter 143; Parts 3, 5, and 8 of Article 19 of Chapter 160A; and Article 8 of Chapter 160A of the North Carolina General Statutes, delegated to local governmental units the responsibility to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Legislature of the State of North Carolina has enacted General Statute Section 166A-19.41 (*State emergency assistance funds*) which provides that for a state of emergency declared pursuant to G.S. 166A-19.20(a) after the deadline established by the Federal Emergency Management Agency pursuant to the Disaster Mitigation Act of 2002, P.L. 106-390, the eligible entity shall have a hazard mitigation plan approved pursuant to the Stafford Act; and.

WHEREAS, Section 322 of the Federal Disaster Mitigation Act of 2000 states that local governments must develop an All-Hazards Mitigation Plan in order to be eligible to receive future Hazard Mitigation Grant Program Funds and other disaster-related assistance funding and that said Plan must be updated and adopted within a five year cycle; and

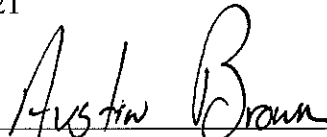
WHEREAS, the Town of Garland has performed a comprehensive review and evaluation of each section of the previously approved Hazard Mitigation Plan and has updated the said plan as required under regulations at 44 CFR Part 201 and according to guidance issued by the Federal Emergency Management Agency and the North Carolina Division of Emergency Management.

WHEREAS, it is the intent of the Board of Commissioners of the Town of Garland to fulfill this obligation in order that the County will be eligible for federal and state assistance in the event that a state of disaster is declared for a hazard event affecting the County;

NOW, THEREFORE, be it resolved that the Board of Commissioners of the Town of Garland hereby:

1. Adopts the Sampson-Duplin Regional Hazard Mitigation Plan.
2. Vests Sampson County Emergency Management with the responsibility, authority, and the means to:
  - (a) Inform all concerned parties of this action.
  - (b) Cooperate with Federal, State and local agencies and private firms which undertake to study, survey, map and identify floodplain areas, and cooperate with neighboring communities with respect to management of adjoining floodplain areas in order to prevent exacerbation of existing hazard impacts.
3. Appoints Sampson County Emergency Management to assure that the Hazard Mitigation Plan is reviewed annually and every five years as specified in the Plan to assure that the Plan is in compliance with all State and Federal regulations and that any needed revisions or amendments to the Plan are developed and presented to the Sampson County Board of Commissioners for consideration.
4. Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the Hazard Mitigation Plan.

Adopted this the 16<sup>th</sup> day of February, 2021

  
Austin Brown, Mayor Pro Tem

Attest:

  
Pamela Cashwell, Town Clerk

Certified by: Pamela Cashwell (SEAL)

Date: 2-16-2021





RESOLUTION  
ADOPTING SAMPSON –DUPLIN REGIONAL  
HAZARD MITIGATION PLAN

WHEREAS, the citizens and property within the Town of Newton Grove are subject to the effects of natural hazards that pose threats to lives and cause damage to property, and with the knowledge and experience that certain areas of the county are particularly vulnerable to drought, extreme heat, hailstorm, hurricane and tropical storm, lightning, thunderstorm wind/high wind, tornado, winter storm and freeze, flood, hazardous material incident, and wildfire; and

WHEREAS, the County desires to seek ways to mitigate the impact of identified hazard risks; and

WHEREAS, the Legislature of the State of North Carolina has in Part 6, Article 21 of Chapter 143; Parts 3, 5, and 8 of Article 19 of Chapter 160A; and Article 8 of Chapter 160A of the North Carolina General Statutes, delegated to local governmental units the responsibility to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Legislature of the State of North Carolina has enacted General Statute Section 166A-19.41 (*State emergency assistance funds*) which provides that for a state of emergency declared pursuant to G.S. 166A-19.20(a) after the deadline established by the Federal Emergency Management Agency pursuant to the Disaster Mitigation Act of 2002, P.L. 106-390, the eligible entity shall have a hazard mitigation plan approved pursuant to the Stafford Act; and.

WHEREAS, Section 322 of the Federal Disaster Mitigation Act of 2000 states that local governments must develop an All-Hazards Mitigation Plan in order to be eligible to receive future Hazard Mitigation Grant Program Funds and other disaster-related assistance funding and that said Plan must be updated and adopted within a five year cycle; and

WHEREAS, the Town of Newton Grove has performed a comprehensive review and evaluation of each section of the previously approved Hazard Mitigation Plan and has updated the said plan as required under regulations at 44 CFR Part 201 and according to guidance issued by the Federal Emergency Management Agency and the North Carolina Division of Emergency Management.

WHEREAS, it is the intent of the Board of Commissioners of Newton Grove to fulfill this obligation in order that the County will be eligible for federal and state assistance in the event that a state of disaster is declared for a hazard event affecting the County;

NOW, THEREFORE, be it resolved that the Board of Commissioners of Newton Grove hereby:

1. Adopts the Sampson-Duplin Regional Hazard Mitigation Plan.

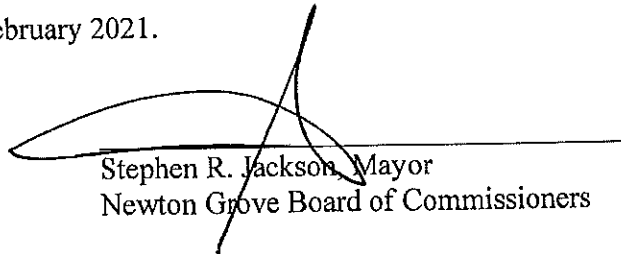
2. Vests Sampson County Emergency Management with the responsibility, authority, and the means to:

- (a) Inform all concerned parties of this action.
- (b) Cooperate with Federal, State and local agencies and private firms which undertake to study, survey, map and identify floodplain areas, and cooperate with neighboring communities with respect to management of adjoining floodplain areas in order to prevent exacerbation of existing hazard impacts.


3. Appoints Sampson County Emergency Management to assure that the Hazard Mitigation Plan is reviewed annually and every five years as specified in the Plan to assure that the Plan is in compliance with all State and Federal regulations and that any needed revisions or amendments to the Plan are developed and presented to the Sampson County Board of Commissioners for consideration.

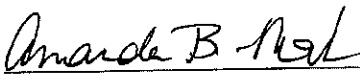
4. Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the Hazard Mitigation Plan.

Adopted this the 8<sup>th</sup> day of February 2021.

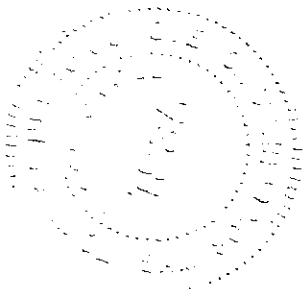
  
Stephen R. Jackson, Mayor  
Newton Grove Board of Commissioners

Attest:

  
Amanda B. Monk, Clerk  
Newton Grove Board of Commissioners

Certified by:  (SEAL)

Date: 2-8-21



RESOLUTION  
ADOPTING SAMPSON –DUPLIN REGIONAL  
HAZARD MITIGATION PLAN

WHEREAS, the citizens and property within the Town of Autryville are subject to the effects of natural hazards that pose threats to lives and cause damage to property, and with the knowledge and experience that certain areas of the county are particularly vulnerable to drought, extreme heat, hailstorm, hurricane and tropical storm, lightning, thunderstorm wind/high wind, tornado, winter storm and freeze, flood, hazardous material incident, and wildfire; and

WHEREAS, the County desires to seek ways to mitigate the impact of identified hazard risks; and

WHEREAS, the Legislature of the State of North Carolina has in Part 6, Article 21 of Chapter 143; Parts 3, 5, and 8 of Article 19 of Chapter 160A; and Article 8 of Chapter 160A of the North Carolina General Statutes, delegated to local governmental units the responsibility to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Legislature of the State of North Carolina has enacted General Statute Section 166A-19.41 (*State emergency assistance funds*) which provides that for a state of emergency declared pursuant to G.S. 166A-19.20(a) after the deadline established by the Federal Emergency Management Agency pursuant to the Disaster Mitigation Act of 2002, P.L. 106-390, the eligible entity shall have a hazard mitigation plan approved pursuant to the Stafford Act; and.

WHEREAS, Section 322 of the Federal Disaster Mitigation Act of 2000 states that local governments must develop an All-Hazards Mitigation Plan in order to be eligible to receive future Hazard Mitigation Grant Program Funds and other disaster-related assistance funding and that said Plan must be updated and adopted within a five year cycle; and

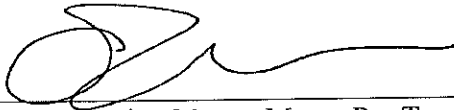
WHEREAS, the Town of Autryville has performed a comprehensive review and evaluation of each section of the previously approved Hazard Mitigation Plan and has updated the said plan as required under regulations at 44 CFR Part 201 and according to guidance issued by the Federal Emergency Management Agency and the North Carolina Division of Emergency Management.

WHEREAS, it is the intent of the Board of Commissioners of Town of Autryville to fulfill this obligation in order that the County will be eligible for federal and state assistance in the event that a state of disaster is declared for a hazard event affecting the County;


NOW, THEREFORE, be it resolved that the Board of Commissioners of Autryville hereby:


1. Adopts the Sampson-Duplin Regional Hazard Mitigation Plan.
2. Vests Sampson County Emergency Management with the responsibility, authority, and the means to:
  - (a) Inform all concerned parties of this action.
  - (b) Cooperate with Federal, State and local agencies and private firms which undertake to study, survey, map and identify floodplain areas, and cooperate with neighboring communities with respect to management of adjoining floodplain areas in order to prevent exacerbation of existing hazard impacts.
3. Appoints Sampson County Emergency Management to assure that the Hazard Mitigation Plan is reviewed annually and every five years as specified in the Plan to assure that the Plan is in compliance with all State and Federal regulations and that any needed revisions or amendments to the Plan are developed and presented to the Sampson County Board of Commissioners for consideration.
4. Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the Hazard Mitigation Plan.

Adopted this the 16<sup>th</sup> Day of February 2021.

  
\_\_\_\_\_  
Name, Acting Mayor, Mayor Pro Tempore  
Autryville Board of Commissioners

Attest:

  
\_\_\_\_\_  
Name, Clerk  
Autryville Board of Commissioners

Certified by:  (SEAL)  
Date: 2-16-2021

RESOLUTION  
ADOPTING SAMPSON –DUPLIN REGIONAL  
HAZARD MITIGATION PLAN

WHEREAS, the citizens and property within the Town of Salemburg are subject to the effects of natural hazards that pose threats to lives and cause damage to property, and with the knowledge and experience that certain areas of the county are particularly vulnerable to drought, extreme heat, hailstorm, hurricane and tropical storm, lightning, thunderstorm wind/high wind, tornado, winter storm and freeze, flood, hazardous material incident, and wildfire; and

WHEREAS, the County desires to seek ways to mitigate the impact of identified hazard risks; and

WHEREAS, the Legislature of the State of North Carolina has in Part 6, Article 21 of Chapter 143; Parts 3, 5, and 8 of Article 19 of Chapter 160A; and Article 8 of Chapter 160A of the North Carolina General Statutes, delegated to local governmental units the responsibility to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Legislature of the State of North Carolina has enacted General Statute Section 166A-19.41 (*State emergency assistance funds*) which provides that for a state of emergency declared pursuant to G.S. 166A-19.20(a) after the deadline established by the Federal Emergency Management Agency pursuant to the Disaster Mitigation Act of 2002, P.L. 106-390, the eligible entity shall have a hazard mitigation plan approved pursuant to the Stafford Act; and.

WHEREAS, Section 322 of the Federal Disaster Mitigation Act of 2000 states that local governments must develop an All-Hazards Mitigation Plan in order to be eligible to receive future Hazard Mitigation Grant Program Funds and other disaster-related assistance funding and that said Plan must be updated and adopted within a five year cycle; and

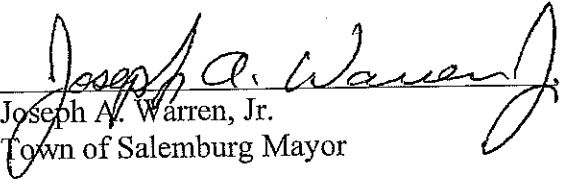
WHEREAS, the Town of Salemburg has performed a comprehensive review and evaluation of each section of the previously approved Hazard Mitigation Plan and has updated the said plan as required under regulations at 44 CFR Part 201 and according to guidance issued by the Federal Emergency Management Agency and the North Carolina Division of Emergency Management.

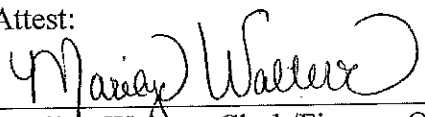
WHEREAS, it is the intent of the Board of Commissioners of Town of Salemburg to fulfill this obligation in order that the County will be eligible for federal and state assistance in the event that a state of disaster is declared for a hazard event affecting the County;

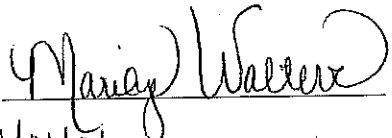
NOW, THEREFORE, be it resolved that the Board of Commissioners of the Town of Salemburg hereby:

1. Adopts the Sampson-Duplin Regional Hazard Mitigation Plan.
2. Vests Sampson County Emergency Management with the responsibility, authority, and the means to:
  - (a) Inform all concerned parties of this action.
  - (b) Cooperate with Federal, State and local agencies and private firms which undertake to study, survey, map and identify floodplain areas, and cooperate with neighboring communities with respect to management of adjoining floodplain areas in order to prevent exacerbation of existing hazard impacts.
3. Appoints Sampson County Emergency Management to assure that the Hazard Mitigation Plan is reviewed annually, and every five years as specified in the Plan to assure that the Plan is in compliance with all State and Federal regulations and that any needed revisions or amendments to the Plan are developed and presented to the Sampson County Board of Commissioners for consideration.
4. Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the Hazard Mitigation Plan.

Adopted this the 21<sup>st</sup> day of January 2021.

  
Joseph A. Warren, Jr.  
Town of Salemburg Mayor

Attest:  
  
Marilyn Walters, Clerk/Finance Officer  
Town of Salemburg

Certified by:  (SEAL)  
Date: 1/21/21

RESOLUTION  
ADOPTING SAMPSON –DUPLIN REGIONAL  
HAZARD MITIGATION PLAN

WHEREAS, the citizens and property within The City of Clinton are subject to the effects of natural hazards that pose threats to lives and cause damage to property, and with the knowledge and experience that certain areas of the county are particularly vulnerable to drought, extreme heat, hailstorm, hurricane and tropical storm, lightning, thunderstorm wind/high wind, tornado, winter storm and freeze, flood, hazardous material incident, and wildfire; and

WHEREAS, the County desires to seek ways to mitigate the impact of identified hazard risks; and

WHEREAS, the Legislature of the State of North Carolina has in Part 6, Article 21 of Chapter 143; Parts 3, 5, and 8 of Article 19 of Chapter 160A; and Article 8 of Chapter 160A of the North Carolina General Statutes, delegated to local governmental units the responsibility to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Legislature of the State of North Carolina has enacted General Statute Section 166A-19.41 (*State emergency assistance funds*) which provides that for a state of emergency declared pursuant to G.S. 166A-19.20(a) after the deadline established by the Federal Emergency Management Agency pursuant to the Disaster Mitigation Act of 2002, P.L. 106-390, the eligible entity shall have a hazard mitigation plan approved pursuant to the Stafford Act; and.

WHEREAS, Section 322 of the Federal Disaster Mitigation Act of 2000 states that local governments must develop an All-Hazards Mitigation Plan in order to be eligible to receive future Hazard Mitigation Grant Program Funds and other disaster-related assistance funding and that said Plan must be updated and adopted within a five-year cycle; and

WHEREAS, The City of Clinton has performed a comprehensive review and evaluation of each section of the previously approved Hazard Mitigation Plan and has updated the said plan as required under regulations at 44 CFR Part 201 and according to guidance issued by the Federal Emergency Management Agency and the North Carolina Division of Emergency Management; and

WHEREAS, it is the intent of the Clinton City Council of The City of Clinton to fulfill this obligation in order that the City will be eligible for federal and state

assistance in the event that a state of disaster is declared for a hazard event affecting Sampson County.

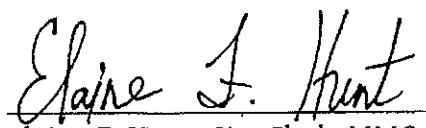
NOW, THEREFORE, BE IT RESOLVED, that the Clinton City Council of The City of Clinton hereby:

1. Adopts the Sampson-Duplin Regional Hazard Mitigation Plan.
2. Vests Sampson County Emergency Management with the responsibility, authority, and the means to:
  - (a) Inform all concerned parties of this action.
  - (b) Cooperate with Federal, State, and local agencies and private firms which undertake to study, survey, map and identify floodplain areas, and cooperate with neighboring communities with respect to management of adjoining floodplain areas in order to prevent exacerbation of existing hazard impacts.
3. Appoints Sampson County Emergency Management to assure that the Hazard Mitigation Plan is reviewed annually, and every five years as specified in the Plan to assure that the Plan is in compliance with all State and Federal regulations and that any needed revisions or amendments to the Plan are developed and presented to Sampson County and also The City of Clinton for consideration.
4. Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the Hazard Mitigation Plan.

ADOPTED THIS THE 2<sup>ND</sup> DAY OF FEBRUARY 2021.

  
Lew Starling, Jr., Mayor

ATTEST:

  
Elaine F. Hunt, City Clerk, MMC, NCCMC





RESOLUTION  
ADOPTING SAMPSON –DUPLIN REGIONAL  
HAZARD MITIGATION PLAN

WHEREAS, the citizens and property within Town of Turkey are subject to the effects of natural hazards that pose threats to lives and cause damage to property, and with the knowledge and experience that certain areas of the county are particularly vulnerable to drought, extreme heat, hailstorm, hurricane and tropical storm, lightning, thunderstorm wind/high wind, tornado, winter storm and freeze, flood, hazardous material incident, and wildfire; and

WHEREAS, the County desires to seek ways to mitigate the impact of identified hazard risks; and

WHEREAS, the Legislature of the State of North Carolina has in Part 6, Article 21 of Chapter 143; Parts 3, 5, and 8 of Article 19 of Chapter 160A; and Article 8 of Chapter 160A of the North Carolina General Statutes, delegated to local governmental units the responsibility to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Legislature of the State of North Carolina has enacted General Statute Section 166A-19.41 (*State emergency assistance funds*) which provides that for a state of emergency declared pursuant to G.S. 166A-19.20(a) after the deadline established by the Federal Emergency Management Agency pursuant to the Disaster Mitigation Act of 2002, P.L. 106-390, the eligible entity shall have a hazard mitigation plan approved pursuant to the Stafford Act; and.

WHEREAS, Section 322 of the Federal Disaster Mitigation Act of 2000 states that local governments must develop an All-Hazards Mitigation Plan in order to be eligible to receive future Hazard Mitigation Grant Program Funds and other disaster-related assistance funding and that said Plan must be updated and adopted within a five year cycle; and

WHEREAS, the Town of Turkey has performed a comprehensive review and evaluation of each section of the previously approved Hazard Mitigation Plan and has updated the said plan as required under regulations at 44 CFR Part 201 and according to guidance issued by the Federal Emergency Management Agency and the North Carolina Division of Emergency Management.

WHEREAS, it is the intent of the Board of Commissioners of Town of Turkey to fulfill this obligation in order that the County will be eligible for federal and state assistance in the event that a state of disaster is declared for a hazard event affecting the County;

NOW, THEREFORE, be it resolved that the Board of Commissioners of Town of Turkey hereby:

1. Adopts the Sampson-Duplin Regional Hazard Mitigation Plan.

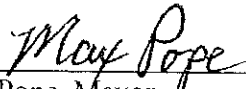
2. Vests Sampson County Emergency Management with the responsibility, authority, and the means to:

- (a) Inform all concerned parties of this action.
- (b) Cooperate with Federal, State and local agencies and private firms which undertake to study, survey, map and identify floodplain areas, and cooperate with neighboring communities with respect to management of adjoining floodplain areas in order to prevent exacerbation of existing hazard impacts.

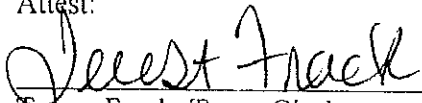
3. Appoints Sampson County Emergency Management to assure that the Hazard Mitigation Plan is reviewed annually and every five years as specified in the Plan to assure that the Plan is in compliance with all State and Federal regulations and that any needed revisions or amendments to the Plan are developed and presented to the Sampson County Board of Commissioners for consideration.

4. Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the Hazard Mitigation Plan.

Adopted this the 19th day of January, 2021.

  
\_\_\_\_\_  
Max Pope, Mayor  
Town of Turkey

Attest:

  
\_\_\_\_\_  
Teresa Frack, Town Clerk  
Town of Turkey

Certified by: \_\_\_\_\_ (SEAL)

Date: 1-19-21



RESOLUTION  
ADOPTING SAMPSON –DUPLIN REGIONAL  
HAZARD MITIGATION PLAN

WHEREAS, the citizens and property within Town of Roseboro are subject to the effects of natural hazards that pose threats to lives and cause damage to property, and with the knowledge and experience that certain areas of the county are particularly vulnerable to drought, extreme heat, hailstorm, hurricane and tropical storm, lightning, thunderstorm wind/high wind, tornado, winter storm and freeze, flood, hazardous material incident, and wildfire; and

WHEREAS, the County desires to seek ways to mitigate the impact of identified hazard risks; and

WHEREAS, the Legislature of the State of North Carolina has in Part 6, Article 21 of Chapter 143; Parts 3, 5, and 8 of Article 19 of Chapter 160A; and Article 8 of Chapter 160A of the North Carolina General Statutes, delegated to local governmental units the responsibility to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Legislature of the State of North Carolina has enacted General Statute Section 166A-19.41 (*State emergency assistance funds*) which provides that for a state of emergency declared pursuant to G.S. 166A-19.20(a) after the deadline established by the Federal Emergency Management Agency pursuant to the Disaster Mitigation Act of 2002, P.L. 106-390, the eligible entity shall have a hazard mitigation plan approved pursuant to the Stafford Act; and.

WHEREAS, Section 322 of the Federal Disaster Mitigation Act of 2000 states that local governments must develop an All-Hazards Mitigation Plan in order to be eligible to receive future Hazard Mitigation Grant Program Funds and other disaster-related assistance funding and that said Plan must be updated and adopted within a five year cycle; and

WHEREAS, the Town of Roseboro has performed a comprehensive review and evaluation of each section of the previously approved Hazard Mitigation Plan and has updated the said plan as required under regulations at 44 CFR Part 201 and according to guidance issued by the Federal Emergency Management Agency and the North Carolina Division of Emergency Management.

WHEREAS, it is the intent of the Board of Commissioners of Town of Roseboro to fulfill this obligation in order that the County will be eligible for federal and state assistance in the event that a state of disaster is declared for a hazard event affecting the County;

NOW, THEREFORE, be it resolved that the Board of Commissioners of Town of Roseboro hereby:

1. Adopts the Sampson-Duplin Regional Hazard Mitigation Plan.
2. Vests Sampson County Emergency Management with the responsibility, authority, and the means to:
  - (a) Inform all concerned parties of this action.
  - (b) Cooperate with Federal, State and local agencies and private firms which undertake to study, survey, map and identify floodplain areas, and cooperate with neighboring communities with respect to management of adjoining floodplain areas in order to prevent exacerbation of existing hazard impacts.
3. Appoints Sampson County Emergency Management to assure that the Hazard Mitigation Plan is reviewed annually, and every five years as specified in the Plan to assure that the Plan is in compliance with all State and Federal regulations and that any needed revisions or amendments to the Plan are developed and presented to the Sampson County Board of Commissioners for consideration.
4. Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the Hazard Mitigation Plan.

Adopted this the 9<sup>th</sup> day of February, 2021.

*Alice Butler*

\_\_\_\_\_  
Alice Butler, Mayor  
Town of Roseboro

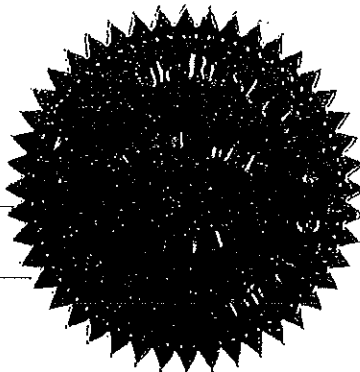
Attest:

*Janet Dunn*

\_\_\_\_\_  
Janet Dunn, Clerk  
Town of Roseboro

Certified by: Janet G. Dunn

Date: 02/11/2021



---

**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

---

ITEM ABSTRACT

ITEM NO. 3 (f)

Meeting Date:	April 5, 2021	<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
		<input type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
		<input checked="" type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
		<input type="checkbox"/>	Consent Agenda	<input checked="" type="checkbox"/>	Water District Issue

---

**SUBJECT:** Authorization of Resubmission of Application for NC Division of Water Infrastructure Funding for Keener Well Project

**DEPARTMENT:** Sampson County Public Works

**PUBLIC HEARING:** No

**CONTACT PERSON(S):** Linwood Reynolds, Director of Public Works  
David Ross, Dewberry Engineers

**PURPOSE:** To consider approval of re-submission of funding applications for Keener Well project

**ATTACHMENTS:** Project Description and Resolution

**BACKGROUND:**

You may recall that the Board previously authorized the submission of an application for funding to complete the Keener Well Project and two other projects in September 2020. The submitted applications were not funded. The engineer has reconfigured the funding application for the Keener Well project and believes that additional points may be possible if resubmitted in the format found in the attached project description. The other two applications remain in the funding pool and will automatically be reconsidered by the NC Division of Water Infrastructure in the upcoming cycle.

Dewberry engineer David Ross and Public Works Director Lin Reynolds will be present to provide a project overview.

**RECOMMENDED ACTION OR MOTION:**

Adopt the enclosed resolutions authorizing the resubmission of funding applications, authorizing the County Manager to sign the Application and Fund Transfer Certifications and the Finance Officer to sign the Financial Information Forms

March 25, 2021

## Funding Application Description

### **Keener Well and Water Main Extension**

The project is to locate, design and construct a groundwater supply well in Sampson County in the vicinity of the Hobpton Elevated Storage Tank in the northern part of the water system to further support regionalization and water supply augmentation. The County has completed preliminary research in the Halls Township of Sampson County and this data offers the potential for positive water quality and yield of a new water supply well exist. If the well provides suitable water quality and yield, then a connection to an existing 12-inch water main along US 701 will be provided. This project also offers further benefits to the Johnston County interconnection and regionalization that Sampson County has pursued over the past several years. The addition of this well will add system capacity to meet the long-term agreement with Johnston County. To support the hydraulics of the well and provide the ability to convey great quantities of water, water main improvements along South McCullen Road are required. Additional residential water services will be provided along this water main.

Additionally, this project would include the design and construction of an 8-inch water main to connect to existing water mains south of the proposed well location. The water main would be approximately 8,000 feet and would be constructed along S. McCullen Road, connecting to Keener Road and King Road. Several County residents along S. McCullen Rd have indicated a desire for County water due to failing private well supply, as well as the County needs this line to allow for redundancy for the King Road and Keener Road water mains that move water from their ground water wells in the eastern part of the County to the Northern portion of the County to supply Johnston County.

The infrastructure improvements required for the groundwater supply well include:

- Site preparation.
- Well head assembly and drilling.
- Chemical feed system and storage.
- Back-up generator and concrete pad.
- Associated electrical and system controls.
- Site Piping (connection to existing system, chemical feed piping, etc.).
- 8,000 linear feet of 8-inch water main on South McCullen Road. The 8-inch water main will begin at the intersection of South McCullen Road and Keener Road and it will terminate at the intersection of South McCullen Road and King Road.

Approximately 13 water services to existing residences/businesses along South McCullen Road.

A funding application will be submitted to request grant and/or loan funding from the NC Division of Water Infrastructure. If a funding award is made, the County can determine at the time of award whether to accept the funding.

**Overall Project Cost/Funding Request = \$2,283,000 (includes Engineering and Construction)**

NORTH CAROLINA'S  
**SAMPSON COUNTY**

**RESOLUTION BY GOVERNING BODY OF APPLICANT**

WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of a drinking water treatment works and drinking water distribution system, and

WHEREAS, The County of Sampson has need for and intends to construct a drinking water treatment works, and drinking water distribution system project described as the installation of a groundwater supply well, iron and manganese treatment system, and water main extensions to help distribute the additional yield across the system and supply water to the Johnston County Interconnection, and

WHEREAS, The County of Sampson intends to request state loan and grant assistance for the project,

**NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF SAMPSON:**

That County of the Sampson, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and grant award.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the County of Sampson to make scheduled repayment of the loan, to withhold from the County of Sampson any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That Edwin W. Causey, County Manager, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and grant to aid in the construction of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 5<sup>th</sup> day of April 2021 in Sampson County, North Carolina.

---

Clark H. Wooten, Chairman  
Sampson County Board of Commissioners

**ATTEST:**

---

Susan J. Holder, Clerk to the Board

---

**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

---

ITEM ABSTRACT

ITEM NO. 3 (g)

Meeting Date:	April 5, 2021	<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
		<input type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
		<input checked="" type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
		<input type="checkbox"/>	Consent Agenda	<input checked="" type="checkbox"/>	Water District Issue

---

**SUBJECT:** Award of Bid for Iron/Manganese Treatment Project

**DEPARTMENT:** Sampson County Public Works

**PUBLIC HEARING:** No

**CONTACT PERSON(S):** Linwood Reynolds, Director of Public Works  
David Ross, Dewberry Engineers

**PURPOSE:** To consider award of bid

**ATTACHMENTS:** Project Description and Resolution

**BACKGROUND:**

Bids were received for the Iron/Manganese Treatment project on Thursday, March 18, 2021. Four bids were received. Following a detailed review of the bids, it was determined that the apparent low bidder submitted a non-responsive bid, and subsequently this bid was rejected. The next bidder has been notified that they are the apparent low bidder. Unfortunately, the amount of this bid is over the budgeted amount for the project. The bidder is reviewing their bid to offer potential cost reduction options that can be offered and considered. The engineer will report on these efforts at the April 5, 2021 meeting and request the award of bid if the cost reductions can be achieved.

**RECOMMENDED ACTION OR MOTION:**

Consider information provided by engineer and consider award of lowest responsive, responsible bid if cost reductions can be achieved



---

**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

---

ITEM ABSTRACT

ITEM NO. 3 (h)

Meeting Date: April 5, 2021	<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
-----------------------------	---	---

---

SUBJECT: Appointments

DEPARTMENT: Governing Body

PUBLIC HEARING: No

CONTACT PERSON: Vice Chairperson Sue Lee

PURPOSE: To consider appointments to various boards and commissions

CVB Board

The CVB has recommended the appointment of Wally Bashlor to fill the unexpired term of Deborah Thompson, who resigned from the CVB effective January 2021. If appointed, Mr. Bashlor will serve the remainder of the term expiring June 2021.

The CVB has also recommended the appointment of Roland Hall as CVB Chairman for the unexpired term of Chairperson Julie Stadig.

Eastern Carolina Regional Housing Authority

Bill Scott is retiring from First Citizens Bank effective June 1, 2021 and with that retirement he is also resigning from his appointment to the Eastern Carolina Regional Housing Authority, on which he served for ten years. He has requested that the Board consider appointing the new Market Executive and Sr. Vice President for First Citizens Bank, Nichole Maroschak, as his replacement.

NC Southeast Regional Economic Development

Kermit Williamson has submitted his resignation from the NC Southeast Regional Economic Development Commission. He has recommended EDC Assistant Director Ray Jordan as his replacement.

Southeastern Economic Development Commission (SEDC)

Former commissioner Harry Parker served as an elected official and minority representative on the SEDC Board. A replacement is needed. In addition, the term of Cary B. Taylor will expire on April 1, 2021. Mr. Taylor serves as a private sector representative.



**DATE:** 24 February, 2021

**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 Ms. Deborah Thompson has resigned from the CVB Board as of January, 2021. She was serving her first term scheduled to end June, 2021.

The CVB Board would like to recommend Mr. Wally Bashlor to be appointed to fill the unexpired term of the position originally held by Ms. Thompson, subject to consideration and approval by the BOC.

Mr. Wally Bashlor has been a native to North Carolina for the past 14 years. Approximately 8 years ago, Mr. Bashlor and his wife opened a company making soaps from their kitchen. They expanded quickly and two years ago, they opened the downtown Clinton store front called "Soaps by Jess". They now ship their soaps and other products to 29 states and 7 countries.

Effective October, 2020, Mr. Bashlor and his wife are the new managing partners for The Ashford Inn, an historic B & B in Clinton. They look to expand the B&B into a retreat / event venue, attracting new visitors to our county. Mr. Bashlor's passion is people and building relationships.

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. Bashlor's contact information is below:

## **CONTACT INFORMATION:**

Mr. Wally Bashlor  
PO Box 1309  
Clinton, NC 28329  
c) 910-337-1181  
[wally@Ashfordinn.com](mailto:wally@Ashfordinn.com)

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

Sincerely

A handwritten signature in blue ink that reads "Sheila Barefoot".

Sheila Barefoot  
CVB Executive Director

**DATE:** February 24, 2021

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

**FROM:** Sheila Barefoot

**SUBJECT:** CVB Board Appointments

During our February 23, 2021 CVB Board meeting, the board voted to recommend to the BOC that **Mr. Roland Hall** be appointed to serve as Chair of the CVB Board of Directors, for the unexpired term previously held by Ms. Julie Stadig. Mr. Hall has agreed to serve for the unexpired term, should the BOC appoint him to this position.

Mr. Hall is retired and is very interested in tourism development throughout Sampson County.

His contact information is below:

Mr. Roland Hall  
PO Box 1023  
Roseboro, NC 28382  
910-525-4183  
[rolandhall@embarqmail.com](mailto:rolandhall@embarqmail.com)

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).

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

Sincerely



Sheila Barefoot  
CVB Executive Director

cc: CVB Board of Directors

**Kermit Williamson**  
**17 Pond Lane**  
**Clinton, NC 28328**  
**910-592-2391**  
**910-590-5192 (cell)**  
**[farmershardware@intrstar.net](mailto:farmershardware@intrstar.net)**

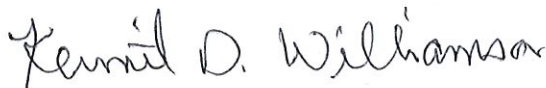
Sampson County Board of Commissioners  
Commissioner Sue Lee, Appointment Chair  
Rowan Road  
Clinton, NC 28328

Commissioners,

It is with regret that I submit my resignation to the North Carolina Southeast Regional Economic Development Commission effective immediately. I have very much appreciated the opportunity to serve Sampson County as well as the southeast region through my many years of service on this board. As the only representative to this board from Sampson County, I have always worked to further the economic well-being of our county. After more than thirty years of service, I feel as though I understand the qualifications and commitment necessary for any appointed board member to have a positive impact through this commission for Sampson County. With that in mind, I would like to recommend Ray Jordan for the appointment as he has the background and understanding necessary to serve.

Thank you again for my former appointments to this position.

Sincerely,



Kermit D. Williamson



# SOUTHEASTERN ECONOMIC DEVELOPMENT COMMISSION

*Serving Southeastern North Carolina Since 1968*

## BOARD OF DIRECTORS

Amy Cannon  
Chairman  
Cumberland County

Chuck Heustess  
Vice Chairman  
Bladen County

Mark Ward  
Secretary/Treasurer  
Scotland County

Bill Early  
Brunswick County

Gary Lanier  
Columbus County

Carnell Robinson  
Harnett County

Gwen McGougan  
Hoke County

Randall Johnson  
New Hanover County

Jackie Newton  
Pender County

Martie Butler  
Richmond County

Jerry Stephens  
Robeson County

John Swope  
Sampson County

March 29, 2021

Mr. Edwin Causey  
Office of the County Manager  
406 County Complex Road  
Clinton, NC 28328

Dear Mr. Causey:

The term of Mr. Cary B. Taylor, III on the Southeastern Economic Development Commission (SEDC) Board of Directors will expire on April 1, 2021. Mr. Taylor is representing Sampson County as a private sector representative on the full board of the Commission.

To ensure that Sampson County has adequate representation on our Board at all times, and that the Commission meets representation requirements imposed by current Federal legislation, we are requesting that your Board of Commissioners reappoint Mr. Taylor to the SEDC Full Board. The appointment should be for a four-year term to expire on April 1, 2025.

Once action has been taken, please notify this office in writing. Should there be questions, please call me at (910) 862-6985, Ext. 320. Thank you.

Sincerely,

Pamela H. Bostic  
Executive Director

EXECUTIVE DIRECTOR  
Pamela H. Bostic

CC: Cary B. Taylor, III  
PO Box 1043  
Clinton, NC 28328

---

**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

---

ITEM ABSTRACT

ITEM NO. 4

Meeting Date: April 5, 2021	<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
	<input type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
	<input checked="" type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue

---

**SUBJECT:** Consent Agenda

**DEPARTMENT:** Administration/Multiple Departments

**ITEM DESCRIPTIONS/ATTACHMENTS:**

- a. Approve the minutes of the March 1, 2021 and March 16, 2021 meetings
- b. Adopt a resolution designating the month of April as North Carolina 811 Safe Digging Month
- c. Adopt a Capital Project Ordinance concerning airport construction (State Aid to Airports Grant - FBO Apron Rehabilitation Design)
- d. Approve applications for lottery fund reimbursements for city and county school systems
- e. Authorize execution of the lease between Sampson County and North Carolina State Employees Credit Union for 20 ft. by 24 ft tract for placement of automated teller machine (ATM) on County Complex
- f. Award the bid for CDBG-NR grant administration services to The Adams Company
- g. Authorize the execution of the Grant Agreement and Funding Approval documents for CDBG No. 19-C-3137 Neighborhood Revitalization
- h. Approve the tax refunds and releases as submitted
- i. Approve budget amendments as submitted

***Consent Agenda - Board of Health Items***

- j. Approve fee revisions as recommended by the Health Advisory Board
- k. Approve Health Department Volunteer Policy

**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, March 1, 2021. Members present: Chairman Clark Wooten, Vice Chairperson Sue Lee, and Commissioners Jerol Kivett, Thaddeus Godwin, and Lethia Lee.

Chairman Wooten called the meeting to order and acknowledged Vice Chairperson Sue Lee who called on Commissioner Lethia Lee to provide the invocation. Commissioner Kivett then led the Pledge of Allegiance.

### **Approval of Agenda**

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

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

Update on Economic Development Matters and Adoption of Resolution Authorizing Execution and Submission of Industrial Development Fund Grant Application Documents Economic Development Director Stephen Barrington provided an update on economic development matters, including the recent announcement of the award of an Industrial Development Fund grant of \$1,281,995 which will allow the County to extend a roadway and existing water and sewer lines to the County's newly acquired 120-acre site at the Sampson Southeast Business Center in Clinton. He then noted that the process necessitated the completion of a preliminary engineering report and an adopted resolution authorizing execution and submission of industrial development fund grant application documents, which are expected to be completed in June 2021. Upon a motion made by Commissioner Kivett and seconded by Commissioner Godwin, the Board voted unanimously to adopt the enclosed resolution authorizing execution of the grant application documents (Copy filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_.)

Department of Aging Transition Following Department Head Retirement County Manager Ed Causey provided the Board with an update on the Department of Aging following the retirement of Lorie Sutton. After meeting with Aging's staff and much deliberation, it was proposed that the Aging and Recreation departments be combined, a union that should enhance current programs and services as well as provide more opportunities for programs and services in the future. The two departments currently share a building and one employee, which will help in making

the transition more feasible. As part of the proposal, the current Recreation Director, Dana Hall, will assume the role of Director of Aging in addition to her role as Recreation Director. A new name for the two departments will be established at a later date. Upon a motion made by Commissioner Kivett and seconded by Vice Chairperson Sue Lee, the Board voted unanimously to accept the County Manager's recommendations of combining the Aging and Recreation Departments and appointing Dana Hall as the Director of the newly combined department. Mr. Causey then acknowledged Dana Hall who introduced herself and briefly shared her vision for the department and expressed thanks for being entrusted with the role.

Review of the Final Budget for the 911 and Emergency Services Facilities Project and Consideration of Award of Bid for Construction County Manager Ed Causey provided the Board with a brief update on the project noting that after reviewing the received bids and bid tabulation, a final budget had been developed with a total project cost of \$18,400,000, as shared in the agenda. He then noted that staff recommended that the Board proceed with the awarding of the bid for construction by authorizing the following actions:

- Receive updated quotes for bank financing not to exceed \$7.7 million to complete the project funding and schedule a public hearing on this financing for March 16, 2021;
- Authorize staff to formally seek Local Government Commission approval of the financing at their April meeting;
- Receive the certified bid tabulation and authorize staff to issue the Notice of Award to the low bidder, subject to LGC concurrence on financing; and
- Authorize County Manager and necessary staff to sign the construction contract after LGC approval (subject to Attorney's review of the contract).

Mr. Causey noted that construction was expected to begin in April, pending LGC approval and suitable weather, and that project is expected to be completed in approximately 14 months.

Upon a motion made by Vice Chairperson Sue Lee and seconded by Commissioner Godwin, the Board voted unanimously to authorize the actions as noted above.

Members of the Board lauded the hard work of staff on the project.

## **Item 2: Consent Agenda**

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



- a. Approved the minutes of the February 1, 2021 meeting
- b. Awarded the cost-per-copy contract to Office Value for a five-year term, as recommended by Finance Office (Copy filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_.)
- c. Authorized execution of the contract between Sampson County (Register of Deeds Office) and Logan Systems, Inc. (Copy filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_.)
- d. Adopted an amended resolution appointing Review Officers and Zoning Officers/Administrators (Copy filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_.)
- e. Approved tax refunds and releases as submitted:

#9505	Teresa Player	\$232.61
#9490	George Edward Wilson Revocable Trust	\$240.64
#9504	Blair Straughn	\$263.07
#9510	Johnny Cabbel McBride	\$149.89
Tax Release	Matthew Powell Wrenn	\$366.09

- f. Approved budget amendments as submitted:

<b><u>EXPENDITURE</u></b>		Aging		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
02558670	524100	HR – Materials	\$200.00	

<b><u>REVENUE</u></b>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
02035867	408401	HR – Donations	\$200.00	

<b><u>EXPENDITURE</u></b>		Transportation		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
16145000	535300	Maint/Repair Vehicles	\$53,786.00	

<b><u>REVENUE</u></b>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
16134500	403611	DHHS Cares Act-Vaccine	\$53,786.00	

<b><u>EXPENDITURE</u></b>		AA-716 R1 COVID Response & Vaccin		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
12551230	512100	Salaries	\$76,000.00	
12551230	518100	FICA	\$4,712.00	
12551230	518120	Medicare FICA	\$1,102.00	
12551230	518200	Retirement	\$5,746.00	
12551230	518300	Group Insurance	\$3,220.00	
12551230	518400	Dental Insurance	\$117.00	

12551230	518901	401K	\$5,700.00
12551230	526200	Department Supplies	\$6,226.00
12551230	523100	Medical Supplies	\$6,500.00
12551230	537000	Advertising	\$1,500.00
12551230	532100	Telephone & Postage	\$4,000.00
12551230	543000	Rental Equipment	\$3,000.00
12551230	529702	Lab Services	\$3,000.00
12551230	544000	Contract Services	\$74,140.00

**REVENUE**

<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
12535123	404000	State Assistance	\$194,963.00	

**EXPENDITURE**

<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
		Health		
12551010	512100	Salaries	\$76,000.00	
12551010	518100	FICA	\$4,712.00	
12551010	518120	Medicare FICA	\$1,102.00	
12551010	518200	Retirement	\$5,746.00	
12551010	518300	Group Insurance	\$3,220.00	
12551010	518400	Dental Insurance	\$117.00	
12551010	518901	401K	\$5,700.00	
12551020	512100	Salaries		\$76,000.00
12551020	518100	FICA		\$4,712.00
12551020	518120	Medicare FICA		\$1,102.00
12551020	518200	Retirement		\$5,746.00
12551020	518300	Group Insurance		\$3,220.00
12551020	518400	Dental Insurance		\$117.00
12551020	518901	401K		\$5,700.00

**EXPENDITURE**

<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
		Health		
12551010	512100	Salaries	\$140,035.00	
12551010	518100	FICA	\$8,683.00	
12551010	518120	Medicare FICA	\$2,031.00	
12551010	518200	Retirement	\$10,588.00	
12551010	518300	Group Insurance	\$10,465.00	
12551010	518400	Dental Insurance	\$380.00	
12551010	518901	401K	\$10,413.00	
12551020	512100	Salaries		\$140,035.00
12551020	518100	FICA		\$8,683.00
12551020	518120	Medicare FICA		\$2,031.00
12551020	518200	Retirement		\$10,588.00

12551020	518300	Group Insurance		\$10,465.00
12551020	518400	Dental Insurance		\$380.00
12551020	518901	401K		\$10,413.00
<b><u>EXPENDITURE</u></b>		Elections		
<b><u>Code Number</u></b>		<b><u>Description (Object of Expenditure)</u></b>	<b><u>Increase</u></b>	<b><u>Decrease</u></b>
11141700	534300	Election Expense	\$18,738.00	
11141700	537000	Advertising	\$6,215.00	
<b><u>REVENUE</u></b>				
<b><u>Code Number</u></b>		<b><u>Source of Revenue</u></b>	<b><u>Increase</u></b>	<b><u>Decrease</u></b>
11034170	402600	HAVA	\$24,953.00	
<b><u>EXPENDITURE</u></b>		Social Services		
<b><u>Code Number</u></b>		<b><u>Description (Object of Expenditure)</u></b>	<b><u>Increase</u></b>	<b><u>Decrease</u></b>
13535480	568413	CIP		\$45,000
13535480	568414	LIEAP	\$195,000	
<b><u>REVENUE</u></b>				
<b><u>Code Number</u></b>		<b><u>Source of Revenue</u></b>	<b><u>Increase</u></b>	<b><u>Decrease</u></b>
13535480	403313	CIP		\$45,000
13535480	403314	LIEAP	\$195,000	
<b><u>EXPENDITURE</u></b>		Human Resources		
<b><u>Code Number</u></b>		<b><u>Description (Object of Expenditure)</u></b>	<b><u>Increase</u></b>	<b><u>Decrease</u></b>
11141210	544000	Contract Services	\$19,750.00	
11999000	509700	Contingency		\$19,750.00
<b><u>EXPENDITURE</u></b>		Social Services		
<b><u>Code Number</u></b>		<b><u>Description (Object of Expenditure)</u></b>	<b><u>Increase</u></b>	<b><u>Decrease</u></b>
13553100	512100	Salaries	\$255,371.00	
13553100	512300	Shift Differential Pay	\$3,500.00	
13553100	512400	On-Call Pay	\$3,000.00	
13553100	518100	FICA	\$18,695.00	
13553100	518120	Medicare FICA	\$4,373.00	
13553100	518200	Retirement	\$116,017.00	
13553100	518300	Group Insurance	\$7,633.00	
13553100	518400	Dental Insurance		\$3,820.00
13553100	518901	401K County Contribution	\$4,002.00	
13553100	519900	Other Professional Services	\$26,093.00	
13553100	531300	Transportation of Patients	\$7,102.00	
13553100	531100	Travel/Phone Allowance	\$1,020.00	
13553100	532100	Telephone and Postage	\$6,700.00	
13553100	532500	Postage	\$4,400.00	

13553100	533000	Utilities	\$30,000.00	
13553100	535300	Main/Repair-Vehicles	\$7,300.00	
13553100	538100	Data Processing	\$23,861.00	
13553100	539300	Contract Temporary Help		\$46,000.00
13553100	552000	Capital Outlay – Data Processing		\$17,318.00
13553100	554000	Capital Outlay - Vehicles		\$5,227.00

**EXPENDITURE**

<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
13553770	568405	Foster Care Basic Needs	\$16,000.00	
13553830	544000	Contracted Services (Food Stamps)		\$6,142.00
13553840	544000	Work Number Fees		\$751.00
13553900	536000	Adoption Assistance	\$24,092.00	
13554120	568417	IV-E Foster Care		\$107,509
13554210	568438	AA-AD-AB SAA Rest Home		\$39,168.00
13554310	568401	State Foster Care	\$185,642	
13554610	568404	Aid to the Blind		\$407.00
13554710	536030	Special Childrens Adoption Fund		\$24,041

**REVENUE**

<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
13535450	403304	Title XIX Transportation	\$84,896.00	
13535310	403302	Medical Admin Claiming	\$19,927.00	
13535310	403365	IV-E Foster Care Admin	\$114,514.00	
13535310	403366	TANF CPS and Foster Care	\$2,159.00	
13535310	403367	CCDF Admin	\$5,672.00	
13535310	403368	Medical Transportation Admin	\$6,094.00	
13535310	403375	Food Stamp Admin	\$24,556.00	
13535310	403376	Energy Admin	\$1,415.00	
13535310	403377	Medicaid Admin	\$54,725.00	
13535310	403378	SA Admin	\$1,394.00	
13535310	403379	Health Choice	\$2,546.00	
13535310	403382	IV-D Admin	\$23,016.00	
13535310	403383	FS Incentive	\$6,933.00	
13535310	403388	Links		\$10,025.00
13535310	403389	WORK First Block Grant	\$59,546.00	
13535310	404011	Health Choice Fees (Local)	\$2,150.00	
13535310	404103	IV-D NON AFDC Fees (Local)	\$300.00	
13535310	404104	IV-D Blood Test Fees (Local)		<u>\$750.00</u>
13535310	409600	County Contribution	\$92,461.00	
13535430	403309	State Foster Care	\$92,821.00	
13535410	403312	IV-E Foster Care		\$89,932.00

- Approved Clinton City Schools Budget Amendment No. 2 (Federal); Approved Clinton City Schools Budget Amendment No. 2 (State) as submitted.

**Consent Agenda (Board of Health)**

- g. Approved fee revisions as recommended by the Health Advisory Committee (Copy filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_.)
- h. Approved the HIPAA Policy 2021 Annual Update (Copy filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_.)
- i. Approved the new Telehealth Policy (Copy filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_.)

**Item 3: Board Information (Board of Health)**

- a. Health Advisory Board Minutes, November 16, 2020
- b. 2019-2020 Health Department Annual Report
- c. 2021 Communicable Disease Report

**Item 4: County Manager’s Report**

County Manager Ed Causey commended the Finance Office for finding cost savings in the amount of \$86,454 as noted in the memo provided for Item 2(b).

**Item 5: Public Comment Period**

The Chairman opened the floor for comments and no comments were received from those present. The Clerk reported no comments had been received by mail or email.

**Closed Session - GS 143-318.11(a)(5), Acquisition of Property**

Upon a motion made by Vice Chairperson Sue Lee and seconded by Commissioner Godwin, the Board voted unanimously to go into Closed Session pursuant to GS 143-318.11(a)(5). In Closed Session, the Board discussed the potential acquisition of the Blue Diamond Property. No action was taken in Closed Session. Upon a motion made by Commissioner Godwin and seconded by Commissioner Lethia Lee, the Board voted unanimously to come out of Closed Session.

## **Recess to Reconvene**

Upon a motion made by Chairman Wooten and seconded by Commissioner Lethia Lee, the Board voted unanimously to recess to reconvene on March 16, 2021 at 2:00 p.m. in the Administration Conference Room, 406 County Complex Rd., Clinton, NC 28328.

---

Clark H. Wooten, Chairman

---

Susan J. Holder, Clerk to the Board

The Sampson County Board of Commissioners convened for a recessed meeting at 2:00 p.m. on Tuesday, March 16, 2021 in the Conference Room of the County Administration Building, 406 County Complex Road, Clinton, NC. Because the State and the County were under a State of Emergency during the COVID-19 pandemic, the meeting was broadcast via YouTube. Members present: Chairman Clark Wooten, Vice Chairperson Sue Lee, and Commissioners Thaddeus Godwin, Jerol Kivett and Lethia Lee.

Chairman Wooten called the meeting to order and acknowledged Vice Chairperson Sue Lee who provided the invocation and led the Pledge of Allegiance.

**Item 1: PUBLIC HEARING: PROPOSAL TO FINANCE AMOUNT NOT TO EXCEED \$7.7 MILLION FOR CONSTRUCTION OF 911 & EMERGENCY SERVICES FACILITIES**

Chairman Wooten opened the public hearing and asked the Clerk if any written comments had been submitted regarding the County's proposal to finance an amount not to exceed \$7,700,000 to undertake the construction of emergency services facilities, pursuant to an installment financing contract. Assistant County Manager/Clerk to the Board Susan Holder responded that no comments had been so received. There were no members of the public present, so no other public comments were received. The Chairman closed the hearing. Upon a motion made by Commissioner Godwin and seconded by Commissioner Kivett, the Board voted unanimously to adopt the Resolution Approving Financing Terms and the Resolution Authorizing the Filing of an Application for Approval of a Financing Agreement Authorized by North Carolina General Statute 160A-20. (Copies filed in Inc. Minute Book \_\_\_\_\_, Page \_\_\_\_.)

**Item 2: CONSENT AGENDA**

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

- a. Formally rejected bids received for Packaged Engine Generator (250kW) – I40/NC403 Well Head Completion & Manganese Treatment System
- b. Authorized execution of a Memorandum of Agreement with North Carolina Emergency Management for Non-Congregate COVID-19 Sheltering Reimbursement (Copy filed in Inc. Minute Book \_\_\_\_\_, Page \_\_\_\_.)

**Item 3: BUDGET DISCUSSIONS WITH EDUCATION ENTITIES**

Sampson Community College Budget Discussion Sampson Community College President Bill Starling, Chief Financial Officer Kelly Jackson, and Sampson Community College Board or Trustees Chair Ted Thomas provided the Board with a budget presentation. A hard copy of the presentation will be maintained in the office of the Clerk to the Board of Commissioners office.

Clinton City Schools Budget Discussion Clinton City Schools Superintendent Wesley Johnson, Executive Director of Finance Charlene Jones, and Executive Director of Technology and Auxiliary Services John Lowe provided the Board with a budget presentation. A copy of the presentation will be maintained in the office of the Clerk to the Board of Commissioners office.

Sampson County Schools Budget Discussion Sampson County Schools Superintendent David Goodin, Interim Chief Financial Officer Cynthia Mesimer, and Executive Director of Plant Operations Mark Hammond provided the board with a budget presentation. A copy of the presentation will be maintained in the office of the Clerk to the Board Commissioners office.

**Adjournment**

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

---

Clark H. Wooten, Chairman

---

Susan J. Holder, Clerk to the Board



NORTH CAROLINA'S  
**SAMPSON COUNTY**

**RESOLUTION DESIGNATING THE MONTH OF APRIL 2021 AS  
"NORTH CAROLINA 811 SAFE DIGGING MONTH"**

**WHEREAS**, as utility owners, excavators, designers, and homeowners work to keep pace with North Carolina's economic development, it is important to minimize damages to underground utility lines, danger to workers and the general public, environmental impact, and loss of utility services to the citizens of North Carolina; and

**WHEREAS**, North Carolina 811, a utility service notification center and leader in education celebrates its 43<sup>rd</sup> year of continuous service to the State, is key to preventing injuries and damages when excavating; and

**WHEREAS**, this unique service provides easy, one-call notification about construction and excavation projects that may endanger workers and jeopardize utility lines while promoting workplace and public safety, reducing underground utility damage, minimizing utility service interruptions, and protecting the environment; and

**WHEREAS**, this vital service, which began in 1978 serves the citizens of North Carolina from the mountains to the coast, educates stakeholders about the need for excavation safety whether the project is as small as planting a tree to designing and beginning construction on a new interstate; and

**WHEREAS**, in 2020, the North Carolina one call system received 2.1 million notification requests and transmitted over 12.2 million requests, providing protection to utility companies infrastructure, their employees, excavators, and customers.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners of the County of Sampson do hereby designate the month of April 2021 as "North Carolina 811 Safe Digging Month" to encourage all excavators and homeowners of Sampson County to contact 8-1-1 either by dialing 8-1-1 or contacting NC811 via the webpage of NC811.org at least three working days prior to digging in order to "Know What's Below," avoid injury, protect the environment, prevent millions of dollars in damages and to remind excavators that three working days' notice is the law, for safe digging is no accident, and that more information may be obtained by visiting [www.nc811.org](http://www.nc811.org).

Adopted this 5<sup>th</sup> day of April, 2021.

---

Susan J. Holder, Clerk to the Board

---

Clark H. Wooten, Chairman

**CAPITAL PROJECT ORDINANCE CONCERNING  
AIRPORT CONSTRUCTION  
(STATE AID TO AIRPORTS GRANT)**

**PROJECT ORDINANCE NO:** \_\_\_\_\_ **ADOPTED:** \_\_\_\_\_

**BE IT ORDAINED** by the Board of Commissioners of Sampson County, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1.0 The project authorized is FBO Apron Rehabilitation Design

Section 2.0 The officers of this unit are hereby directed to proceed with the capital project within the budget contained herein.

Section 3.0 The following revenues are available to complete this project:

State Grant	\$85,705
-------------	----------

Section 4.0 The following amounts are appropriated for this project:

Engineering & Other Professional Services	\$85,705
--	----------

Section 5.0 The Finance Officer is hereby directed to maintain within the Capital Projects Fund sufficient records to provide for appropriate accounting.

Section 6.0 Funds that have been advances, or may be advanced from the General Fund for project costs are intended to be reimbursed from the financing proceeds.

Section 7.0 The Finance Officer is directed to report quarterly on the financial status of the project and on the total proceeds received.

Section 8.0 Copies of this capital project ordinance shall be made available to the Budget Officer and the Finance Officer for direction in carrying out this project.

Adopted this 5th day of April 2021.

\_\_\_\_\_  
Clark H. Wooten, Chairman

\_\_\_\_\_  
Susan J. Holder, Clerk to the Board

**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 2020-2021

1. It is requested that the budget for the Airport Apron Rehabilitation Capital Project be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
40981390-519500	Engineering	85,705.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
40038139-404000	State assistance	85,705.00	

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

To allocate funds for airport capital project for the design and bidding of the rehabilitation of the apron.

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

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_ 3/24, 2021

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

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

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

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

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



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

***MEMORANDUM***

**TO:** Board of Commissioners

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

**DATE:** March 26, 2021

**SUBJECT:** Lottery Funds Applications for Debt Payments

Attached please find our application for lottery funds to reimburse the County for the debt payments on the school buildings.

We respectfully request that the Board approve the applications.

**APPLICATION  
PUBLIC SCHOOL BUILDING CAPITAL FUND  
NORTH CAROLINA EDUCATION LOTTERY**

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

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

County: Sampson

Contact Person: David K. Clack

LEA: Clinton City

Title: Finance Director

Address: 406 County Complex Rd, Ste 120 Clinton, NC 28328

Phone: 910-592-7181

Project Title: USDA Loan Clinton High School

Location: Clinton, NC 28328

Type of Facility: New High School

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

- (3) No county shall have to provide matching funds...
- (4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.
- (5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. **Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.**

Short description of Construction Project: Debt payment on USDA Community Facilities Loan issued July, 2006 refunded 2017-2018 Debt payment 20-21

Estimated Costs:

Purchase of Land _____	\$ _____	
Planning and Design Services _____	_____	
New Construction _____	_____	
Additions / Renovations _____	_____	
Repair _____	_____	
Debt Payment / Bond Payment _____		760,000.00
<b>TOTAL _____</b>	<b>\$ _____</b>	<b>760,000.00</b>

Estimated Project Beginning Date: \_\_\_\_\_ Est. Project Completion Date: \_\_\_\_\_

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 760,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

\_\_\_\_\_  
(Signature — Chair, County Commissioners) (Date)

\_\_\_\_\_  
(Signature — Chair, Board of Education) (Date)

**APPLICATION  
PUBLIC SCHOOL BUILDING CAPITAL FUND  
NORTH CAROLINA EDUCATION LOTTERY**

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

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

County: Sampson

Contact Person: David K. Clack

LEA: Sampson County

Title: Finance Director

Address: 406 County Complex Rd., Ste 120, Clinton, NC 28328

Phone: 910-592-7181

Project Title: 2006 COPs Issue School Construction

Location: Clinton, NC 28328

Type of Facility: New Union and Midway High Schools

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

- (3) No county shall have to provide matching funds...
- (4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.
- (5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. ***Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.***

Short description of Construction Project: Debt payment on \$55,060,000 Certificates of Participation issued November, 2006 Refunded in FY 2017-2018 Debt payment FY 20-21

Estimated Costs:

Purchase of Land _____	\$ _____	
Planning and Design Services _____	_____	
New Construction _____	_____	
Additions / Renovations _____	_____	
Repair _____	_____	
Debt Payment / Bond Payment _____		954,000.00
<b>TOTAL _____</b>	<b>\$ _____</b>	<b>954,000.00</b>

Estimated Project Beginning Date: \_\_\_\_\_ Est. Project Completion Date: \_\_\_\_\_

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 954,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

\_\_\_\_\_  
(Signature — Chair, County Commissioners) (Date)

\_\_\_\_\_  
(Signature — Chair, Board of Education) (Date)

**RESOLUTION**

**WHEREAS**, Sampson County and the North Carolina State Employees’ Credit Union (the “SECU”) have agreed upon a lease, under which the SECU will lease a 20 ft. by 24 ft. portion of County owned land, for a term beginning April 8, 2021 and ending on March 31, 2023; and

**WHEREAS**, in consideration of leasing the property, the SECU has agreed to install, repair and/or maintain and automated teller machine (“ATM”) installation and operation and pay annual a total rental of \$2,400.00; and

**WHEREAS**, North Carolina General Statute § 160A-272 authorizes the County to enter into leases of up to 10 years upon resolution of the Board of Commissioners adopted at a regular meeting after 10 days’ public notice; and

**WHEREAS**, the required notice has been published and the Board of Commissioners is convened in a regular meeting;

**NOW, THEREFORE, THE SAMPSON COUNTY BOARD OF COMMISSIONERS RESOLVES:**

The Board of Commissioners hereby approves lease of the County property described above to the SECU for a term commencing on April 8, 2021 and ending on March 31, 2023, and directs the County Manager to execute any instruments necessary to the lease.

**ADOPTED**, this the 5<sup>th</sup> day of April, 2021.

---

CLARK H. WOOTEN, Chair,  
Sampson County Board of Commissioners

**ATTEST:**

---

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

North Carolina

Sampson County

### LEASE AGREEMENT

This lease agreement, made and entered into this 8th day of April, 2021 by and between, Sampson County, a body corporate and politic and political subdivision of the State of North Carolina, hereinafter referred to as "Lessor"; and State Employees' Credit Union, a North Carolina credit union, hereinafter referred to as "Lessee."

#### WITNESSETH:

That, subject to the terms and conditions hereinafter set out, Lessor does hereby let and lease unto Lessee, and Lessee does hereby accept as tenant of Lessor that certain tract or parcel of land located at 406 County Complex Rd., Clinton, North Carolina 28328, and as more fully described and/or depicted in Exhibit A (the "Leased Premises").

The terms and conditions of this Lease Agreement are as follows:

- 1) The term of this Lease Agreement shall commence on the 8th day of April, 2021 and end on the 31st day of March, 2023, unless sooner terminated under the other provisions of this Lease Agreement.
- 2) As rental for the Leased Premises, Lessee shall pay to Lessor the sum of One Hundred Dollars (\$100.00) per month, payable monthly in advance on the first day of each calendar month; provided, however, that the rental for the period from April 8, 2021 to April 30, 2021 shall be One Hundred Dollars (\$100.00) and shall be due on April 9, 2021. Rental payments will be payable to County of Sampson and sent to the following address: 406 County Complex Rd., Clinton, NC 28328.
- 3) Lessee shall use and occupy the premises for the purpose of constructing and operating a kiosk ATM, and Lessee shall have exclusive control and possession of the Leased Premises for the entire term of this Lease Agreement.
- 4) Lessee will be responsible for the construction of the ATM and any necessary upkeep, repairs, and maintenance of the ATM during the term of this Lease Agreement. Upon termination of the Lease Agreement, Lessee will be responsible for removing the ATM and the structure from the "Leased Premises" and will restore the premises back to substantially the same condition as existed prior to the installation of the ATM.
- 5) During the term of this Lease Agreement, Lessee shall maintain comprehensive general liability insurance on an occurrence basis with minimum limits of liability in the amount of Three Hundred Thousand Dollars (\$300,000.00) for property damage, bodily injury, personal injury or death to any one person; Lessee shall also maintain excess liability coverage with a per occurrence limit of at least One Million Dollars (\$1,000,000.00); and Lessee shall keep the kiosk structure on the Leased Premises together with the equipment in the structure insured against loss or damage by fire or other casualties.
- 6) Lessee shall neither use nor occupy the Leased Premises or any part thereof for any unlawful or hazardous purpose.



- 7) Lessor shall pay prior to delinquency all taxes and assessments of every kind and nature which may be imposed or assessed upon or with respect to the Leased Premises.
- 8) If the Leased Premises are wholly or partially destroyed by fire or other casualty, rental payments shall abate in proportion to the loss of use thereof, and Lessee shall, at its own expense, promptly restore the Leased Premises to substantially the same condition as existed before damage or destruction, whereupon full rental shall resume. Should Lessee elect not to repair or replace the ATM, then Lessee shall provide to Lessor at least thirty (30) days written notice of its intent to terminate this Lease Agreement. Upon such termination, Lessee shall restore the premises to substantially the same condition as existed prior to the installation of the ATM. After the premises are restored, Lessee and Lessor shall not have any responsibility to each other under the terms of the Lease Agreement.
- 9) If the whole of the Leased Premises, or such portion thereof as will make the Leased Premises unsuitable for use contemplated hereby, shall be taken under the power of eminent domain (including any conveyance in lieu thereof), then the term hereof shall cease as of the date possession thereof is taken by the condemnor, and rental payments shall be accounted for as between Lessor and Lessee as of that date.
- 10) All applications in connection with necessary utility services on the Leased Premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for electricity, gas, and telephone/data services.
- 11) Lessee is hereby granted exclusive control of the Leased Premises, and Lessor shall not be liable for any injury or damages to any property or to any person on or about the Leased Premises nor for any injury or damage to any property of Lessee. Lessee shall defend, indemnify and hold harmless Lessor from and against any claims, damages, or expenses (including reasonable attorney's fees), whether due to damage to the Leased Premises, claims for injuries to persons or property, or administrative or criminal action by governmental authority, where such claims, damages, or expenses result from the negligence or misconduct by Lessee, its agents, or employees
- 13) It is expressly understood and agreed that if any monthly installment of rent as herein called for shall remain overdue and unpaid for thirty (30) days, Lessor may, at its option, at any time during such default, declare this Lease Agreement terminated and canceled and take possession of the Leased Premises, and require the Lessee to remove the structure from the premises and restore the Leased Premises back to substantially the same condition as existed prior to the installation of the ATM.
- 14) If Lessee shall pay the rent and perform and observe all the other covenants and conditions to be performed and observed by it hereunder, Lessee shall at all times during the term hereof have the peaceable and quiet enjoyment of the premises without interference from Lessor or any person lawfully claiming through Lessor.
- 15) All notices provided for in this Lease Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail addressed to Lessor at:

County of Sampson  
Attn: County Manager  
406 County Complex Rd.  
Clinton, NC 28328

and to Lessee at:

State Employees' Credit Union  
Attn: SVP, Facilities Management  
PO Box 26807  
Raleigh, NC 27611

- 16) This Lease Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina without regard to any conflict of laws provisions.
- 17) This Lease Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 18) This Lease Agreement contains the complete agreement of the parties regarding the terms and conditions of the lease of the premises, and there are no oral or written conditions, terms, warranties, understandings or other agreements pertaining thereto which have not been incorporated herein. This Lease Agreement may be modified only by written instrument duly executed by both parties or their respective successors in interest or assigns.
- 19) If any provision of this Lease Agreement shall be declared invalid or unenforceable, the remainder of this Lease Agreement shall continue in full force and effect.

*THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK*

In testimony whereof, the parties have caused this Lease Agreement to be executed as of the day and year first above written.

Lessor:  
County of Sampson

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

North Carolina:  
\_\_\_\_\_ County:

This is the \_\_\_\_ day of \_\_\_\_\_, 2021, before me, \_\_\_\_\_,  
a Notary Public, personally came \_\_\_\_\_, who, being duly sworn, says  
that she/he is a duly authorized officer of the foregoing entity and that the foregoing was signed  
and sealed by her/him on behalf of the said entity by its authority duly given, and acknowledged  
the said writing to be the act and deed of said entity.

Witness my hand and notarial seal, this \_\_\_\_ day of \_\_\_\_\_, 2021.

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

My Commission Expires:  
\_\_\_\_\_

Lessee:  
State Employees' Credit Union

By: \_\_\_\_\_  
J. Michael Banks  
SENIOR VICE-PRESIDENT,  
PROPERTY MANAGEMENT

North Carolina:  
Wake County:

This the \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, \_\_\_\_\_ a Notary Public, personally came J. Michael Banks, who, being duly sworn, says that he is Senior Vice-President, Property Management of State Employees' Credit Union and the said writing was signed and sealed by her on behalf of the said credit union by its authority duly given and the Senior Vice-President, Facilities Services acknowledged the said writing to be the act and deed of said credit union.

Witness my hand and notarial seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

My Commission Expires:

\_\_\_\_\_

# Memo

**To:** David Clack, Finance Officer  
**From:** Juanita Brewington, Purchasing & Contracting Officer  
**Date:** March 17, 2021  
**Re:** Evaluation of Request for Proposals for Grand Administration Services for the CDBG-NR program

---

You will recall in November 2020; Sampson County was notified that our application for the Community Development Block Grant – Neighborhood Revitalization (CDBG-NR) program was approved. Per information received from the NC Department of Commerce, the Grant Agreement & Funding Approval should arrive this week for signatures.

We received three proposals as a result of the Request for Proposals sent out for Grant Administration Services for the CDBG-NR program.

Proposals were received from LKC Engineering, The Adams Company and Insight Planning & Development (formerly Holland Consulting). These proposals have been ranked and recommendation of award is to The Adams Company.

Upon approval of the awarding of the grant administration services and execution of the Grant Agreement & Funding Approval, we can begin the process of developing required policies for approval and submittal to the State and shortly thereafter, begin the process of working with proposed clients.

We respectfully request that the Board approve The Adams Company contract to administer the CDBG-NR program.



**NC DEPARTMENT**  
**of COMMERCE**  
 RURAL ECONOMIC  
 DEVELOPMENT



Roy Cooper  
 GOVERNOR

Machelle Sanders  
 SECRETARY

Kenny Flowers  
 ASSISTANT SECRETARY

March 10, 2021

The Honorable Clark Wooten, Chairperson  
 Sampson County Board of Commissioners  
 406 County Complex Rd., Bldg. C, Ste. 120  
 Clinton, North Carolina 28328

Dear Chairperson Wooten:

Subject: Grant Agreement and Funding Approval  
 CDBG No: 19-C-3137

Enclosed you will find the following materials for undertaking the Community Development Block Grant (CDBG) Neighborhood Revitalization grant recently awarded to Sampson County:

- 1) Two copies of the Grant Agreement.  
 These should be signed by you as the chief elected official. When you have executed copies of both documents, please return one copy to the Rural Economic Development Division.
- 2) Two copies of the Funding Approval.  
 These should also be signed by you as the chief elected official. When you have executed copies of both documents, please return one copy to the Rural Economic Development Division (REDD).
- 3) Three Signatory Form and Certification cards.

Instructions are on the cards. Two copies of the cards must be completed and returned to us prior to any funds being drawn. The number that will be used to identify this grant is 19-C-3137. Please use this number in future correspondence.

When the Grant Agreement, Funding Approval, and Signatory Form and Certification cards have been returned to us, funds for the administrative activity may be drawn. Funds for other activities may not be drawn until all the applicable conditions listed in item 4. of the Funding Approval have been removed in writing by REDD. Funds may not be obligated or expended for any activity, including administration, prior to executing the Grant Agreement without written agreement from REDD.

The Honorable Clark Wooten  
Page 2  
March 10, 2021

Among the first decisions you will need to make concerning this grant is selecting an administrator. If you plan to contract for administrative services, in addition to following state law and federal procurement regulations, it is very important that you select a firm that has staff available to carry out your grant in an efficient, timely manner. Competing firms should show their ability to devote adequate staff to your grant and should contractually commit sufficient staff to meet all grant deadlines.

In addition, the following three items are enclosed for your action:

1) A CDBG Requisition Form

The Requisition Form should be used to draw all CDBG funds. Please review the instructions for preparing the requisition on the reverse side of the form. Additional copies of the form should be made as needed.

2) Electronic Payment Form

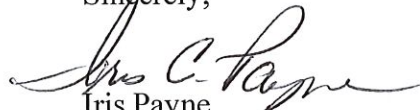
The Electronic Payment Form, from the Office of State Controller (OSC), must be used to indicate which financial institution will handle the account for electronic transfer of CDBG funds. No requisitions can be processed before a copy is returned to OSC. Please send a copy to REDD as backup information.

3) Two copies of the Performance Based Contract.

The grant is conditioned for the performance-based contract. These should be signed by an authorized official. Return one copy to REDD.

We look forward to working with you and other officials on this grant. Please bear in mind that the grant recipient is ultimately responsible for the success of the grant. Please feel free to contact Valerie D. Moore, Rural Economic Development Division at (919) 814-4673 if you have any questions, until a grant representative is assigned.

Sincerely,



Iris Payne  
Director

IP/el  
Enclosures



**Community Development Block Grant Neighborhood Revitalization Program  
Funding Approval**

**1. Name and Address of Recipient**

Sampson County  
406 County Complex Rd., Bldg. C, Ste 120  
Clinton, North Carolina 28328

**2. Grant Number and Funding Approval Date**

Grant Number: 19-C-3137  
Date of Original Funding Approval: 3/10/2021  
Date of Amended Funding Approval:

**3. Approved Projects**

**Approved Amount**

C1 2020 Sampson County CDBG-NR

\$750,000.00

**Total Grant Award**

\$750,000.00

**4. Funding Approval Conditions**

The following conditions must be removed in writing by the Rural Economic Development Division in order for all funds to be released for the approved project(s) listed in item (3) above:

**A. Administration Contracts/Inter-local Agreements Condition:**

No funds may be obligated or expended in any project activity except the administration activity until the recipient has submitted either a copy of the contract awarded for administration of this grant or a statement signed by the CEO stating that the contract will be administered internally.

**B. Use of Experienced CDBG Administrator:**

No funds may be obligated or expended for the administration activity until the recipient has submitted a statement signed by the CEO stating that they will be using an experienced CDBG administrator or local government staff. This person should be one who has administered more than one (1) CDBG project. Please note that if issues result from the CDBG administrator, the local government will be subject to 4 NCAC 19L.

**C. Environmental Condition:**

No funds may be obligated or expended in any project activity except for the administration activity in the C-1 project until the recipient has complied with the Environmental Review Procedures for the N.C. CDBG Program and the CDBG regulations contained in 4 NCAC 19L.1004.



**D. Performance Based Contract Condition:**

No funds may be obligated or expended in any project activity except for the administration activity until the recipient has returned to REDD one copy of the properly completed Performance Based Contract signed by the CEO.

**5. Signature of Authorized Official**

\_\_\_\_\_  
*Iris C. Payne*  
Name Iris C. Payne

3/10/2021

\_\_\_\_\_  
Date

CDBG Director

\_\_\_\_\_  
Title

**6. Signature of Authorized Local Official**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



## **Community Development Block Grant *Neighborhood Revitalization Program***

Upon execution of this grant agreement, the North Carolina Department of Commerce (DOC) agrees to provide to **Sampson County**, ( the “Recipient” and collectively with DOC, the “Parties”), Community Development Block Grant (CDBG) assistance under Title I of the Housing and Community Development Act of 1974, (P.L. 93-383), as amended, authorized (and subject to Recipient’s compliance with) the DOC funding approval, the North Carolina Community Development Block Grant administrative rules, other applicable laws, rules, regulations, and all other requirements of DOC now or hereafter in effect. The grant agreement is effective on the date the grant agreement and funding approval are signed by the Recipient. The grant agreement consists of the program guidelines and the approved application, including the certifications, maps, schedules and other submissions in the application, any subsequent amendments to this document or the approved application and funding approval and the following general terms and conditions:

1. **Definitions.** Except to the extent modified or supplemented by the agreement, any term defined in the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L, shall have the same meaning when used herein.
  - (a) Agreement means this grant agreement, as described above and any amendments or supplements thereto.
  - (b) Recipient means **Sampson County**, the entity designated as a recipient for grant assistance in the grant agreement and funding approval.
  - (c) Certifications mean the certifications submitted with the grant application pursuant to the requirements of Paragraph (e) of Rule .0407 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L.
  - (d) “Assistance” or “Grant” means the grant funds provided under this Agreement from funds allocated to the State of North Carolina from the Federal Treasury through the CDBG and supporting laws, rules, requirements, and regulations, in the amount of **\$750,000** except as modified.
  - (e) Program means the community development program, project, or other activities, including the administration thereof, for which assistance is being provided under this Agreement and which is described in the Recipient’s approved application, as may be modified.
  - (f) The date for receiving the grant means the date of the REDD CDBG Director’s signature on the Grant Agreement and Funding Approval.

2. Timely Execution. Due to the need to expedite the use and expenditure of CDBG funds, Recipient's failure to execute and return a copy of the Agreement within 60 days of the date of the REDD CDBG Director's signature on the Grant Agreement and Funding Approval may be deemed by DOC to determine the funds are available for reallocation to other subrecipients.
  
3. Obligations of the Recipient. The recipient shall perform the Program as specified in the application approved by DOC as may be amended with DOC approval. The Recipient hereby certifies that it will comply with all applicable federal and state laws, regulations, rules, and Executive Orders, pursuant to Paragraph (e) of Rule .0407 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L. The Recipient shall also comply with all other lawful requirements of DOC, all applicable requirements of the General Statutes of the State of North Carolina specifically N. C. G. S. 87-1-87-15.9 and any other applicable laws, rules, regulations, requirements, and Executive Orders currently or hereafter in force. Recipient is prohibited from any fraud, waste, and abuse of CDBG funds by any person or entity. The rules contained in 4 N.C.A.C. 19L (as well as applicable federal rules and regulations) are part of the Agreement, except where specifically modified by applicable law, rule, regulation, DOC, the CDBG HUD Program Requirements and any subsequent amendments, regulations, or clarifications to any of the foregoing.

Additionally, Recipient agrees to ensure compliance with respect to the Program and the Grant (and any of its proceeds) with all applicable federal and state laws, rules, regulations and requirements, including but not limited to the following (as each may be modified or amended): (1) the CDBG HUD Program Requirements; (2) Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 *et seq*), (3) existing CDBG laws, rules, regulations and requirements, as may be amended, including those set forth in 24 C.F.R., Part 570; (4) North Carolina laws, rules, regulations and requirements; (5) DOC guidance and requirements regarding CDBG now or hereafter in effect, including but not limited to: DOC's CDBG Guidelines and Application Instructions, and DOC bulletins or other guidance documents; and (6) Recipient's own approved CDBG application to DOC, as may be amended with DOC approval.

4. Obligations of Recipient with Respect to Certain Third-Party Relationships. Recipient is responsible to DOC for ensuring compliance with the provisions of this Agreement and all applicable laws, rules, regulations, and requirements, even when the recipient designates a third party or parties to undertake all or any part of the Program. The Recipient shall comply with all lawful requirements of DOC necessary to ensure that the program is carried out in accordance with the Recipient's certifications including but not limited to the certification of assumption of environmental responsibilities under Rule .1004 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L. If the Recipient contracts with or designates a third party to undertake all or part of the Program, the Recipient's contract with the third party must require the third party to comply with this Agreement, all applicable laws, rules, regulations, and requirements, including but not limited to the procurement standards set forth in 4 N.C. Administrative Code 19L .0908 as may be applicable.

Recipient shall likewise ensure that all subrecipient contracts regarding Grant funds or relating to the Program include all required contractual elements in order to be in compliance with all Federal, State and local laws, including but not limited to the provisions

contained in 24 C.F.R. § 570.503, 24 C.F.R. § 85.37, and other provisions described throughout this Agreement, where applicable. In any event, the Recipient is liable to DOC and HUD for any improper expenditures, damage, loss, or harm resulting from the failure of any person or entity to comply with any applicable law, rule, regulation, or requirement regarding the Grant funds and/or the Program, including but not limited to an act or omission by a subrecipient or other third party. The Recipient agrees to periodically and rigorously monitor and audit its subrecipients and other third parties to ensure compliance with all applicable requirements.

Any subcontracts or subrecipient agreements entered into by the Recipient with Grant funds shall be subject to all terms and conditions of this Agreement. Payment of all subcontractors and subrecipients shall be the sole responsibility of the Recipient, and DOC shall not be obligated to pay for any work performed by any subcontractor or subrecipient. The Recipient shall be responsible for the performance of all subcontractors and subrecipients and shall not be relieved of any of the duties and responsibilities of this Agreement as a result of entering into subcontracts or subrecipient agreements.

5. Changes to Agreement. Recipient agrees that DOC may supplement or modify this Agreement as may be necessary to implement additional or modified Federal or State guidance regarding implementation of the CDBG program.
6. Conflict of Interest. Recipient agrees to comply with all applicable conflict of interest provisions, including but not limited to those found at 4 N.C.A.C. 19 L .0908 and .0914, N.C. Gen. Stat. § 14-234, 24 C.F.R. § 85.36, 24 C.F.R. § 570.489 (g) and (h), and 24 C.F.R. § 570.611, where applicable, copies of which may be obtained from DOC.

Except for eligible administrative or personnel costs, the general rule is that no persons described in the following sentence who exercise or have exercised any functions or responsibilities with respect to grant activities assisted under this Agreement or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a Grant-assisted activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

The conflict-of-interest summary in the sentence above generally applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or Recipient or applicable third parties which are receiving CDBG grant funds.

Recipient agrees to include these same prohibitions in all such contracts or subcontracts with any subrecipients or other third parties relating to the Program.

In any event, the Assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining DOC approval of the application for such assistance, or DOC approval of applications for additional assistance, or any other approval or concurrence of DOC required under this Agreement, or the North Carolina Community Development Block Grant Administrative Rules, with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such

services, other than actual solicitation, are not prohibited if otherwise eligible as program costs and allowed by applicable law.

Additionally, certain limited exceptions to the conflict-of-interest rules listed in 24 C.F.R. § 570.489 may be granted in writing by HUD and/or DOC upon written request and the provision of information specified in 24 C.F.R. § 570.489(h)(ii)(4).

7. Reimbursement to DOC for Improper Expenditures. The Recipient will reimburse DOC for any amount of Grant assistance improperly expended, either deliberately or non-deliberately, by any person or entity. Additionally, a contract for administrative services shall include a clause holding the administrator organization responsible for reimbursement to the Recipient for any improperly expended grant funds that had to be returned to DOC.
8. Recordkeeping Requirements. Recipient will maintain any and all records and comply with all responsibilities as may be required under typical CDBG recordkeeping (for example, records and responsibilities set forth in 4 N.C.A.C. 19L.0911 (“Recordkeeping”), 24 C.F.R. 570.490 (“Recordkeeping Requirements”), 24 C.F.R. § 570.506 (“Records to be maintained”) and 24 C.F.R. § 85.42 (“Retention and Access Requirements for Records”) as each may be modified by HUD or DOC) as well as records and responsibilities related to CDBG or specifically to CDBG funds. Recipient agrees to comply with any additional record-keeping requirements now or hereinafter set forth by DOC, HUD or any other federal or state entity.
9. Access to Records. The Recipient shall provide any duly authorized representative of DOC, the State of North Carolina, the federal Department of Housing and Urban Development (HUD), and the Comptroller General, the Inspector General and other authorized parties at all reasonable times access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents relating to the grant for a period of five years following the completion of all close-out procedures. All original files shall be maintained at the Local Government offices for access purposes.
10. Release of Personal, Financial, and Identifying Information. To ensure and document compliance with CDBG income requirements as well as other matters, Recipient shall obtain and retain personal, income-related, financial, tax and/or related information from individuals and families that are benefitting from Grant or Program funds. Additionally, Recipient is obligated to provide access to any and all information relating to the Program to DOC, HUD or some other appropriate federal or state monitoring entity, upon DOC’s request. This obligation includes, but is not limited to, the personal, financial, and identifying information of individuals assisted by the Program. As such, Recipient shall obtain any releases or waivers from all individuals or entities necessary to ensure that this information can be properly and legally provided to appropriate federal and state entities, including DOC and HUD, without issue or objection by the individual or entity.
11. Project Savings. The Recipient is obligated to contribute 100 percent of its pledged **cash** contribution to the CDBG project even if the project experiences a savings after authorized activities are completed. Any project savings accrue to the CDBG program. **Substitution of in-kind contributions for cash is not allowed.**

12. Expenditure of Non-CDBG Funds. The recipient must ensure that non-CDBG funds are expended along with CDBG funds, following the implementation schedule described in the approved application and modified by the Performance Contract (or otherwise with DOC approval), and shall report on non-CDBG expenditures with each Annual Performance Report, consistent with Section .1100 PERFORMANCE of the program regulations (4NCAC 19L) as well as any other applicable reporting requirements.
13. Method of Payment. The Department of Commerce uses the Office of State Controller (OSC) to make CDBG payments to units of local government. The Electronic Payment Form from OSC must be completed for funds to be electronically transferred. Arrangements must be made with the Finance Officer in the Rural Economic Development Division if a Recipient does not want to use the electronic funds transfer.
14. Fair Housing. Recipients of CDBG funds are required to comply with fair housing and non-discrimination laws and regulations. Recipients should consult Section .1001 of the CDBG administrative rules for further information on equal opportunity requirements. Recipients are required to submit a fair housing plan for its jurisdiction. Recipients with 10,000 persons or more will be required to complete an Analysis to Impediments to Fair Housing Choice Study. For each grant year that a CDBG project is active, a Recipient must describe the actions it will take in the areas of enforcement, education and removal of barriers and impediments to affirmatively further fair housing. Guidance for developing a Fair Housing Plan can be found at [www.nccommerce.com](http://www.nccommerce.com).
15. Equal Employment and Procurement Opportunity. A Recipient must describe the actions it will take annually while the grant is open in the areas of enforcement, education and removal of barriers and impediments that affirmatively further equal access in employment and procurement. This includes a description of steps to be taken in the areas of advertisement, compliance, and complaint tracking.
16. Local Economic Benefit (Section 3 Regulation). For each year that a CDBG is active, the Recipient must describe a strategy whereby opportunities in employment and procurement arising out of a CDBG assisted project are identified and made available to low-income residents within the CDBG assisted area to the greatest extent feasible. This strategy must include (1) identification of training and technical assistance resources to prepare low-income residents for employment and procurement opportunities, (2) attempts to reach the numerical targets for new hires set forth in the Section 3 regulation, which applies to Recipients receiving \$200,000 or more in non-administrative line items expended for construction contracts and (3) education of low-income residents within the CDBG assisted area about the components and opportunities of the program.

In addition, Recipients will be required to coordinate additional activities as it relates to Section 3 with the DOC CDBG Compliance Office.

17. Section 504 and ADA. Recipients must complete the Section 504 Survey and Transition Plan. This plan will not satisfy all the requirements of the Americans with Disabilities Act, but it will meet the minimum requirements for a CDBG-assisted project.
18. Environmental Review. Recipients of CDBG funds are required to complete the document entitled "Environmental Review Procedures for the CDBG Program." Once the

Environmental Review Record (ERR) is received, REDD will review for completeness and submit selected CDBG ERRs if required to the State Clearinghouse for other State agencies to review and comment. Recipients cannot conduct any program activities until REDD issues an environmental clearance.

19. Language Access Plan (LAP). Recipients of Federal financial assistance have an obligation to reduce language barriers that can preclude meaningful access by Limited English Proficient (LEP) persons to important government programs, services, and activities. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000(d) and its implementing regulations require that Recipients take responsible steps to ensure meaningful access by LEP persons. Recipients will be required to submit a language access plan using the approved template from REDD. The plan will address the LAP policy, translation of required vital documents, and requirements for citizen participation.
20. Procurement Standards. Where applicable, Recipient shall follow the procurement standards established in the "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments" (24 C.F.R., Part 85) and HUD implementing regulations contained in 24 C.F.R. § 570.489(g), which explicitly prohibit cost plus a percentage of cost and percentage of construction cost methods of contracting. 4 N.C.A.C. 19L.0908.
21.
  - a. Any Recipient or Subrecipient shall follow other applicable procurement standards set forth in 4 N.C.A.C. 19L.0908, and the relevant laws cited therein, including but not limited to, laws related to conflicts of interest (N.C.G.S. §14-234), public building contracts (N.C.G.S. § 148-128 to 135), and payment and performance bonds (N.C.G.S. § 44A-25 through 35); acquisition and relocation (4 N.C.A.C. 19L.1003); property management standards (4 N.C.A.C. 19L.0909); equal opportunity (4 N.C.A.C. 19L.1001); and labor standards (4 N.C.A.C. 19L.1006).
  - b. Recipient shall likewise follow all other applicable federal and state procurement rules, guidelines, and procedures, including those set forth in Office of Management and Budget Circular No. A-87 ("Cost Principles for State and Local Governments").

In any event, per 24 C.F.R. 570.489(g), all purchase orders and contracts shall include any clauses required by Federal statutes, executive orders and implementing regulations.

Additionally, Recipient acknowledges and agrees that, in its conduct under this Agreement and in connection with any and all expenditures of Grant funds made by it, Recipient, its officers, agents and employees shall be and are subject to the provisions of the North Carolina General Statutes and the North Carolina Administrative Code relating to and governing procurement, public contracts, suspension and debarment. Recipient further acknowledges and agrees that, in the event that it grants any of the Grant funds awarded hereunder to one or more subrecipients or other applicable entities, Recipient shall, by contract, ensure that the provisions of all applicable laws relating to and governing procurement, public contracts, suspension and debarment are made applicable to and binding upon any and all subrecipients and/or other applicable entities.

22. Labor Standards. Recipient shall follow all applicable laws, rules and regulations concerning the payment of wages, contract work hours, safety, health standards, and equal opportunity for CDBG programs, including but not limited to the rules set forth in 4 N.C.A.C 19L.1006, 24 C.F.R. § 570.603 and the following (as may be applicable to CDBG-R projects):

- a. Davis-Bacon Act (40 U.S.C.A. 276a). Among other provisions, this act requires that prevailing local wage levels be paid to laborers and mechanics employed on certain construction work assisted with CDBG funds.
- b. Contract Work Hours and Safety Standards Act (40 U.S.C.A. 327 through 333). Under this act, among other provisions, laborers and mechanics employed by contractors and subcontractors on construction work assisted with CDBG funds must receive overtime compensation at a rate not less than one and one-half the basic rate of pay for all hours worked in excess of forty hours in any workweek. Violators shall be liable for the unpaid wages and in addition for liquidated damages computed in respect to each laborer or mechanic employed in violation of the act.
- c. Fair Labor Standards Act (29 U.S.C. 201 et seq.), requiring among other things that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week.
- d. Federal anti-kickback laws (18 U.S.C. 874 and 40 U.S.C. 276), which, among other things, outlaws and prescribes criminal penalties for "kickbacks" of wages in federally financed or assisted construction activities. Weekly statements of compliance and weekly payrolls must be provided by all contractors and subcontractors.

Recipient agrees to maintain records regarding compliance with the laws and regulations cited in 4 N.C.A.C. 19L.1006 (including the citations listed above) in accordance with 4 N.C.A.C. 19L.0911.

All contracts between Recipient and third parties shall contain labor standards provisions as required in 4 N.C.A.C. 19L.1006.

23. Architectural Barriers. Per 4 N.C.A.C.19L.1007, 24 C.F.R. §§ 570.487 and 570.614 and other applicable law, all applicable buildings or facilities designed, constructed, or altered with CDBG Grant funds shall be made accessible and useable to the physically handicapped as may be required by applicable laws, rules, regulations, or requirements. Additionally, Recipient must comply with the following (as may be applicable to CDBG projects):
  - a. Architectural Barriers Act of 1968 (P.L. 90-480). This act requires Recipient to ensure that certain buildings constructed or altered with CDBG funds are readily accessible to the physically handicapped.
  - b. Minimum Guidelines and Requirements for Accessible Design 36 C.F.R. Part 1190. These regulations establish guidelines for implementing the federal acts described in 4 N.C.A.C.19L.1007(1)(a). The regulations provide technical standards which must be met by Recipient.
  - c. Americans with Disabilities Act ["ADA"] and the ADA Accessibility Guidelines for Buildings and Facilities or the Uniform Federal Accessibility Standards.
  - d. North Carolina Building Code, Volume I, Chapter 11-X. These provisions describe minimum standards Recipient must meet in constructing or altering building and facilities, to make them accessible to and useable by the physically handicapped.
  
24. Change of Use of Real Property. Recipient agrees not to change the use or planned use of any property acquired with CDBG funds from that for which the acquisition or improvement was made, in accordance with this Agreement and applicable law, rule, regulation or requirement, unless (i) the DOC grants explicit written approval and (ii) the requirements of



24 C.F.R. § 570.489(j), 24 C.F.R. § 570.505 and other applicable requirements are followed, as modified (or as may be modified) by HUD or DOC.

25. Obligation of Recipient with Regard to Vacant Units. The recipient shall ensure that all vacant units being rehabilitated will be occupied by a low or moderate income person by the time close-out occurs.
26. Utility Assessments or Fees: Assessments or fees to recover the CDBG funded portion of a utility project may be charged to properties not owned and occupied by low-and-moderate income persons. Such assessments are program income and, as such, must be used for eligible CDBG activities that meet a CDBG national objective.
27. False or Misleading Information. Recipient is advised that providing false, fictitious, or misleading information with respect to CDBG funds may result in criminal, civil, or administrative prosecution under 18 U.S.C. § 1001, 18 U.S.C. § 1343, 31 U.S.C. § 3729, 31 U.S.C. § 3801, or another applicable statute. Recipient shall promptly refer to DOC and HUD's Office of the Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving CDBG funds.
28. Disputes with DOC. If Recipient has any disagreement or dispute with any action or inaction by DOC, Recipient shall inform DOC by letter addressed to Iris C. Payne, CDBG Director, N.C. Department of Commerce – Rural Economic Development Division, 4346 Mail Service Center, Raleigh, NC 27699-4346. The Rural Economic Development Division ["REDD"] will endeavor to respond in writing to said letter within 30 days from receipt. Recipient shall not be entitled to a hearing under Chapter 150B for matters described in N.C. Gen. Stat. § 150B(c)(8), added by N.C. Senate Bill 960, including matters related to "contracts, disputes, protests, and/or claims arising out of or relating to the implementation of the [CDBG]." This includes actions arising out of or related to this Agreement or the Program.
29. Disputes or Complaints by Subrecipients or Other Entities. Recipient is responsible for developing, implementing, and utilizing its own dispute resolution procedures with respect to disputes and/or complaints between and among Recipient, a Subrecipient, a contractor and/or any other person or entity (other than DOC). This includes (but is not limited to) procedures relating to procurement disputes or protests discussed in 24 C.F.R. 85.36. In the event of a dispute between and among Recipient, any Subrecipient, contractor and/or any other persons or entities (not including DOC), Recipient shall make every effort to resolve the dispute pursuant to its own dispute resolution procedures and shall issue a final decision on the matter as soon as is reasonably practicable. Recipient's dispute resolution procedure shall provide that, in the event that any party to such a dispute or complaint is dissatisfied with the final decision or other resolution provided by Recipient, the dissatisfied party shall appeal to the North Carolina Superior Court in an appropriate County for a trial de novo, to the extent that jurisdiction is proper pursuant to N.C. Gen. Stat. § 7A-240 and other applicable law.
30. Schedules
  - (a) Schedule for Release of Conditions and Completion Activities. **The Recipient must satisfy all Funding Approval Conditions to release CDBG funds within 3 months (6/10/2021) from the date the Grant Agreement and Funding Approval were signed**

**by the REDD CDBG Director.** The recipient must draw down all CDBG funds, expend all local non-CDBG funds and complete all project activities in conformance with the activities' implementation schedule in the application as modified by the Performance Based Contract.

- (b) **The Recipient must obligate all funds within 27 months (6/10/2023) from the date the Grant Agreement and Funding Approval are signed by REDD CDBG Director.**
- (c) **All funds are to be expended within 30 months (9/10/2023) from the date the Grant Agreement and Funding Approval are signed by REDD CDBG Director. Any remaining funds will be de-obligated.**
- (d) **All closeout documents must be returned to REDD by (12/10/2023).**
- (e) Schedule for Submission of Compliance Documents. The Recipient must submit the following compliance documents within the specified number of months from the date the Grant Agreement and the Funding Approval were signed by the REDD CDBG Director:
  - **Environmental – 4 months (7/10/2021)**
  - **Equal Employment and Procurement Plan – 4 months (7/10/2021)**
  - **Section 3 Plan – 4 months (7/10/2021)**
  - **Section 504 Plan – 4 months (7/10/2021)**
  - **Language Access Plan – 4 months (7/10/2021)**
  - **Analysis of Impediments- 4 months (7/10/2021)**
  - **Request for Release of Funds – 5 months (8/10/2021)**
- (f) Timely Drawdown of Funds. Recipient is expected make timely drawdowns so that funds are expended in a timely manner.

31. Performance Measures

The CPD Performance Measurement System is HUD's response to the standards set by the Government Performance and Results Act (GPRA) of 1993. This act holds all Federal agencies accountable for establishing goals and objectives and measuring achievements.

- (a) The recipient must ensure that all activities in the funded project(s) meet the appropriate objectives, outcomes, and indicators established by HUD and selected by DOC. CDBG funds cannot be used to pay for any activity that does not meet the above requirement.
- (b) The recipient must also assist DOC, when requested, in collecting indicators and any other data necessary to fulfill the requirements of the CPD Performance Measures System, which includes data for the Integrated Disbursement and Information System (IDIS).

Upon execution of this agreement by DOC and the Recipient, the Recipient hereby accepts the assistance on the terms of this grant agreement effective on the date indicated below, and further certifies that the official signing this document has been duly authorized by the recipient's governing body to execute this Grant Agreement.

Secretary of the Department of Commerce

Date: 3/10/2021

By:   
Iris C. Payne  
CDBG Director  
Rural Economic Development Division

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

\_\_\_\_\_  
Name of Recipient

By: \_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
(Title)

**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

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

**09551**

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

YEAR	
<u>2020</u>	\$ <u>401.20</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>401.20</u>

These taxes were assessed through clerical error as follows.

Bill # 0058747763  
Plate # JBF8075  
Plate Turn In - Sold  
2017 Dodge 4S

602 County Tax	<u>367.77</u>
School Tax	_____
F18 Fire Tax	<u>33.43</u>
City Tax	_____
TOTAL \$	<u>401.20</u>

Mailing Address.

3019 WARREN mill Rd  
Newton Grove NC 28366

Yours very truly

Rodney Flowers  
Taxpayer

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

RECOMMEND APPROVAL:

Jim Johnson  
Sampson County Tax Administrator

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

**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

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

09550

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

YEAR	
<u>2020</u>	\$ <u>148.92</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>148.92</u>

These taxes were assessed through clerical error as follows.

00434 84013-2020-2020-0000-00  
MSE 2325  
Tag turned in  
2017 Chev TK  
Vehicle sold

302	County Tax	<u>134.27</u>
	School Tax	_____
F06	Fire Tax	<u>14.65</u>
	City Tax	_____
	TOTAL \$	<u>148.92</u>

Mailing Address.

Boyd Dixon  
P.O. Box 1021  
Dunn N.C. 28335

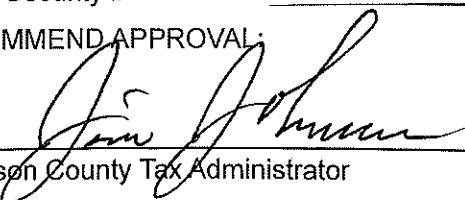
Yours very truly

Boyd Dixon

Taxpayer

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

RECOMMEND APPROVAL:



Sampson County Tax Administrator

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

Date

Initials

**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

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

**09549**

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

YEAR	
<u>2019</u>	\$ <u>228.70</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>228.70</u>

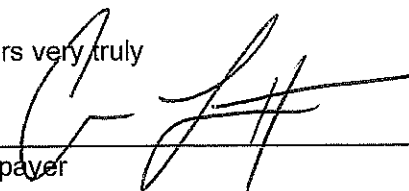
These taxes were assessed through clerical error as follows.

Bill #0051706611  
Plate # HA 51734  
Plate Turn In - Sold  
2019 VolV MP

602 County Tax 206.21  
School Tax \_\_\_\_\_  
F06 Fire Tax 22.49  
City Tax \_\_\_\_\_  
TOTAL \$ 228.70

Yours very truly

Taxpayer



Mailing Address.

4111 STOCKYARD RD  
EDEN, MD 21822

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

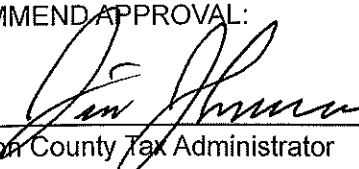
RECOMMEND APPROVAL:

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

Date

Initials

Sampson County Tax Administrator



**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

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

**09516**

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

YEAR	
<u>2020</u>	\$ <u>37.06 - (CP3064)</u>
<u>2020</u>	\$ <u>246.73 - (HMT5551)</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>283.79</u>

Bill # 0006709447  
Plate # CP3064  
Vehicle Sold - 2006 Dodge  
Bill # 0058319682  
Plate # HMT 5551  
Vehicle Sold  
2017 Chevy

These taxes were assessed through clerical error as follows.

602 County Tax 253.11  
School Tax \_\_\_\_\_  
F22 Fire Tax 30.68  
City Tax \_\_\_\_\_  
TOTAL \$ 283.79

Yours very truly

Alan B. Page

Taxpayer

Mailing Address.

10580 Old Mintz Hwy  
Garland NC 28441

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

09525

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

YEAR	
<u>2020</u>	\$ <u>104.49</u>
	\$ _____
	\$ _____
	\$ _____
	\$ _____

TOTAL REFUND

\$ 104.49

Bill #0057865360  
Plate # TAE 7430  
Vehicle Repossessed  
log Surr  
2015 Nissan 4s

These taxes were assessed through clerical error as follows.

602 County Tax 62.92  
 501 School Tax 11.06  
 Fire Tax \_\_\_\_\_  
 002 City Tax 30.51  
 TOTAL \$ 104.49

Mailing Address.

William Eaton  
207 Jefferson Street  
Clinton NC 28328

Yours very truly

William Eaton  
Taxpayer

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

RECOMMEND APPROVAL:

Jim Johnson  
Sampson County Tax Administrator

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



**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

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

**09527**

**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 Rebecca Bennett Bennett in Little Coharie Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2020</u>	\$ <u>109.74</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

TOTAL REFUND: \$ 109.74

These taxes were assessed through clerical error as follows.

0050812525 20202020000000  
HEA5637  
Tag Turned In  
2016 Acura  
Vehicle Sold

G02	County Tax	<u>99.49</u>
	School Tax	_____
F14	Fire Tax	<u>10.25</u>
	City Tax	_____
	TOTAL \$	<u>109.74</u>

Yours very truly

Rebecca Bennett

Taxpayer

Mailing Address.

1183 Marion - Amos

Roseboro, 28382

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

**09522**

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

YEAR	
<u>2020</u>	\$ <u>260.79</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ _____

These taxes were assessed through clerical error as follows.

Bill # 0058688810  
Plate # RBR 5629  
LES on file - state-OK  
100% Military Exempt

602 County Tax 232.60  
School Tax \_\_\_\_\_  
Fire Tax 28.19  
City Tax \_\_\_\_\_  
TOTAL \$ 260.79

Yours very truly

Jordan M. Knupp  
Taxpayer

Mailing Address.

125 Kitty Fork Rd  
Clinton, NC  
28328

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

RECOMMEND APPROVAL:

Jim Johnson  
Sampson County Tax Administrator

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

**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

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

**09511**

**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 Sampson Bladen Oil Co. Inc. in South Clinton Township, Sampson County, for the year(s) and in the amount(s) of: 15-0978600.01

YEAR	
<u>2021</u>	\$ <u>341.62</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>341.62</u>

These taxes were assessed through clerical error as follows.

*Fire Tax was added to this parcel by mistake*

*Clinton (F19)*

County Tax \_\_\_\_\_  
School Tax \_\_\_\_\_  
Fire Tax 341.62  
City Tax \_\_\_\_\_  
TOTAL \$ 341.62

Mailing Address.

Sampson Bladen Oil Co. Inc  
P.O. Box 469  
Clinton, NC 28329

Yours very truly

*Amanda Kamegaw*  
Taxpayer

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

**09532**

**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 Michael Glenn Warren in NC Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2019</u>	\$ <u>140.42</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>140.42</u>

These taxes were assessed through clerical error as follows.

*Sold HC*  
*Surrendered Tag*  
*Tag # HJB 2015*  
*2011 Camper*

Co2 County Tax	<u>84.56</u>
501 School Tax	<u>14.86</u>
Fire Tax	_____
Co2 City Tax	<u>41.00</u>
TOTAL \$	<u>140.42</u>

Mailing Address.

Michael Glenn Warren  
X 305 Dixie Circle  
Clinton NC 28328

Yours very truly

Michael Glenn Warren  
Taxpayer

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

RECOMMEND APPROVAL

Jim Johnson  
Sampson County Tax Administrator

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

**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

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

**09531**

**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 Albert Dennis Newton  
in South Clinton Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR <u>2020</u>	\$ <u>990.64</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>990.64</u>

These taxes were assessed through clerical error as follows.

00 5832002820202020 000000

JK1581

Tag Turned In  
Silverado TK

Turned Tag in to get Disabled Vet Tag  
NEWTDV

G02	County Tax	<u>581.50</u>
S01	School Tax	<u>102.20</u>
	Fire Tax	_____
C02	City Tax	<u>306.94</u>
	TOTAL \$	<u>990.64</u>

\* Mailing Address. 206 Fox Lake Drive  
Clinton, N.C. 28328

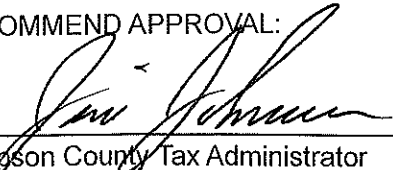
Yours very truly



\* Taxpayer Albert Dennis Newton

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

RECOMMEND APPROVAL:



Sampson County Tax Administrator

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

Date

Initials

**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

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

**09545**

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

YEAR	
<u>2019</u>	\$ <u>118.42</u>
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
TOTAL REFUND	\$ <u>118.42</u>

These taxes were assessed through clerical error as follows.

B:#  
0018835668  
Plate # MRB5409  
2008 Highlander  
Vehicle traded  
plates surr.

602	County Tax	<u>65.79</u>
	School Tax	_____
	Fire Tax	_____
<del>007</del>	City Tax	<u>52.63</u>
	TOTAL \$	<u>118.42</u>

Mailing Address.

Gayle Naylor  
P.O. Box 506  
Roseboro, NC 28382

Yours very truly

X Gayle Fisher Naylor  
Taxpayer

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

RECOMMEND APPROVAL:

Jim Johnson  
Sampson County Tax Administrator

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

**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

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

**09517**

**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 Willie F. Owens  
in Honeycutt Township, Sampson County, for  
the year(s) and in the amount(s) of: 06076708001

YEAR	
<u>2020</u>	\$ <u>43.09</u>
<u>2019</u>	\$ <u>43.09</u>
<u>2018</u>	\$ <u>33.94</u>
<u>2017</u>	\$ <u>34.62</u>
	\$ _____
	\$ _____
TOTAL REFUND	\$ <u>154.74</u>

These taxes were assessed through clerical error as follows.  
Deeded off per Deed BK 990/394

County Tax 138.01  
School Tax 16.73  
Fire Tax \_\_\_\_\_  
City Tax \_\_\_\_\_  
TOTAL \$ 154.74

Mailing Address.

Yours very truly

Cynthia Harris  
Taxpayer

1120 Rutledge Landing Dr.  
Knightdale, NC 27545

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

RECOMMEND APPROVAL

Jim Johnson  
Sampson County Tax Administrator

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

Date

Initials

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand a release and adjustment of taxes assessed by Sampson County against the property owned by George Reed Mercer Jr in LC Township, Sampson County, for the year(s) and in the amount(s) of:

Year	<u>2020</u>	\$	<u>191.89</u>
	_____	\$	_____
	_____	\$	_____
	_____	\$	_____
	_____	\$	_____
Total Release/Adjustment		\$	<u>191.89</u>

<u>601</u> County Tax	\$	<u>158.15</u>	<u>15.82</u>
School Tax	\$	_____	
<u>F14</u> Fire Tax	\$	<u>16.29</u>	<u>1.63</u>
City Tax	\$	_____	
Total	\$	<u>191.89</u>	

#80322

Billed in error

moc

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

*singlewife moved out of county*

Taxpayer: George Reed Mercer Jr  
 Tax Administrator: *Jim Johnson*  
 Board Approved: \_\_\_\_\_  
 Date: \_\_\_\_\_ Initials: \_\_\_\_\_



OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

Members:

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

Year	<u>2020</u>	\$	<u>166.53</u>
		\$	
		\$	
		\$	
		\$	
Total Release/Adjustment		\$	<u>166.53</u>
	<u>60/</u> County Tax	\$	<u>149.33</u>
	School Tax	\$	
	<u>FD</u> Fire Tax	\$	<u>17.20</u>
	City Tax	\$	
	Total	\$	<u>166.53</u>

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

LH Dwide sold 06/2019 - Being billed at new location -

Taxpayer: Tanya Rojas

Tax Administrator: Jimi Johnson

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 2020-2021

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

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11243200-519300	Medical expenses	13,450.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11039999-409800	Fund balance approp encumbrances	13,450.00	


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

To appropriate funds for items ordered in FY 19-20 but not delivered until FY 20-21.

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

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 3/24, 2021  
  
 \_\_\_\_\_  
 (County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

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

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

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

FROM: Sheriff Jimmy Thornton

2-Mar-21

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2020-2021

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>
11243100-581000	Transfer to State Agency (Weapon)	15,000.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11034310-404115	Concealed Weapons Fee	15,000.00	

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

Due to an influx of concealed carry permits being processed at a higher than normal rate



(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

3/24, 2021



(County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

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



(County Manager & Budget Officer)

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

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

FROM: David K. Clack, Finance Officer

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2020-2021

1. It is requested that the budget for the City Schools Supplemental Current Expense Department be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
26659100-581001	Transfer to City Schools	50,000.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
26031840-412000	Current Year Taxes	50,000.00	

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

To allocate additional funds collected for City Schools Supplemental Current Expense.



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

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

3/12, 2021

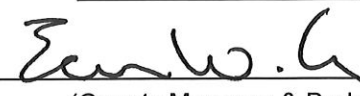


\_\_\_\_\_  
(County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

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



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

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

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

FROM: David K. Clack, Finance Officer  
 TO: Sampson County Board of Commissioners  
 VIA: County Manager & Finance Officer  
 SUBJECT: Budget Amendment for fiscal year 2020-2021

1. It is requested that the budget for the Emergency Management Facilities Construction Capital Project be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
15981530-558100	Construction	3,580,500.00	
15981530-509700	Contingency	358,050.00	
15981530-552000	Technology	851,903.00	
15981530-551000	Furniture	572,000.00	
15981530-555000	Capital outlay other	74,500.00	
15981530-519900	Other professional services	42,500.00	
44981530-558100	Construction	7,129,400.00	
44981530-509700	Contingency	182,009.00	
44981530-519900	Other professional services	47,032.00	
44981530-555000	Capital outlay other	377,650.00	
44981530-551000	Furniture	514,575.00	
44981530-552000	Technology	307,710.00	
44981530-574000	Capitalized interest	141,624.00	
<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
15038153-420000	911 PSAP grant	5,479,453.00	
44038153-409100	Loan proceeds	7,700,000.00	
44038153-408922	Golden Leaf grant	1,000,000.00	

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

To amend captial project ordinance to allocate grant funds from 911 Board, grants fund from Golden Leaf and loa loan funds for the construction of the Emergency Management Facilities and 911 Center.

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

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_ 3/25, 2021

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

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

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

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

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

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

FROM: David K. Clack, Finance Officer  
 TO: Sampson County Board of Commissioners  
 VIA: County Manager & Finance Officer  
 SUBJECT: Budget Amendment for fiscal year 2020-2021

1. It is requested that the budget for the Contribution to Mental Health Administration be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11552100-506800	Contrib to mental health	12,000.00	
11999000-509700	Contingency		12,000.00

<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:

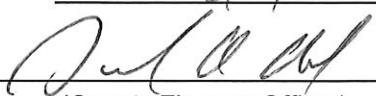
To allocate additional funds for the transportation of patients as required by general statutes.

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

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 20<sup>21</sup>  
 3/24

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

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

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

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

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

20-21-12

COUNTY OF SAMPSON  
BUDGET AMENDMENT

MEMO:

FROM: Sarah W. Bradshaw

23-Mar-21

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2020-2021

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
13554810-568413	CRISIS INTERVENTION		\$50,000


<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
13535480-403313	CRISIS INTERVENTION		50,000.00

2. Reason(s) for the above request is/are as follows: Line items adjusted to reflect reallocation of CIP funds (-50,000.00) as of today's date

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

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

3/24, 2021  
  
\_\_\_\_\_  
(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

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

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

# SAMPSON COUNTY HEALTH DEPARTMENT

Wanda Robinson  
Health Director

360 County Complex Road, Suite 200  
Clinton, NC 28328



To: Mr. Edwin Causey  
County Manager

Susan Holder  
Assistant County Manager

From: Wanda Robinson  
Health Director

Subject: County Commissioner's Consent Agenda items

Date: March 30, 2021

Attached are items that were approved by the Health Advisory Board on March 29<sup>th</sup>, 2021 and is being submitted for approval by the County Commissioners.

- I. Adoption of New Fees- See attachment
- II. Sampson County Volunteer Policy

Attachments via Email:

Health Department Fee additions  
Sampson County Volunteer Policy



**Sampson County Health Department Fee Additions**

<b>Date Added/To be Added</b>	<b>Name of Test</b>	<b>LabCorp Order Number</b>	<b>CPT Code</b>	<b>Price</b>
2/26/2021	LDH	001115	83615	\$16.87
2/26/2021	Protein Creatine Ratio	003129	OL019	\$40.75
2/26/2021	Uric Acid	001057	84550	\$21.25
04/15/2021	MenQuadfi	N/A	90619	\$163.80

**Sampson County Health Department**

**Volunteer  
Policy & Procedures**

**Sampson County Health Department  
Volunteer Policy and Procedures: 2021**

Manual/Program: Administration	<u>Applicable Title/Signatures:</u>
Title: Volunteer Policy	Program Coordinator/Specialist:
<input checked="" type="checkbox"/> Program Administration Program	Supervisor:
<input checked="" type="checkbox"/> Program Procedure: Volunteer Policy	Director of Nursing:
<input type="checkbox"/> Management/Department-wide Policy	Medical Director: Dr. Timothy Smith
<input type="checkbox"/> Personnel/Fiscal Policy	Health Director: Wanda Robinson
Distributed to: All personnel	Board of Health Chair: Clark Wooten
	Health Advisory Board Chair: Dr. Jeffrey Bell
	Effective Date: March 1 <sup>st</sup> , 2021
Adopted Date:	Supersedes:

\_\_\_\_\_  
Medical Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Health Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Nursing Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Program Coordinator

\_\_\_\_\_  
Date

**TABLE OF CONTENTS**

**Purpose..... Page 4**

**Policy ..... Page 4**

**Applicable Laws, Rules and Regulations..... Page 4**

**Responsible Person(s) ..... Page 4**

**Procedures ..... Page 4**

**References ..... Page 6**

**Sampson County Health Department  
Volunteer Policy and Procedures: 2021**

Manual/Program: Administration Manual	<u>Applicable Title/Signatures:</u>
Title:	Program Coordinator/Specialist:
<input checked="" type="checkbox"/> Program Policy: Volunteer Program	Supervisor:
<input type="checkbox"/> Program Procedure: _____ Program	Director of Nursing:
<input checked="" type="checkbox"/> Management/Department-wide Policy	Medical Director: Dr. Timothy Smith
<input type="checkbox"/> Personnel/Fiscal Policy	Health Director: Wanda Robinson
Distributed to: All personnel	Board of Health Chair: Clark Wooten
	Health Advisory Board Chair: Dr. Jeffrey Bell
	Effective Date: 3/01/21
	Supersedes: New Policy

**Purpose:**

The volunteers of Sampson County Health Department (SCHD) are a valuable resource. This guideline will provide guidance to ensure that volunteers are well-informed on issues such as confidentiality, liability, safety, and volunteer expectations.

**Policy:**

All SCHD volunteers will receive guidance on confidentiality, liability, safety, and volunteer expectations. They will complete forms that document their understanding and agreement of the volunteer expectations. instructions complete

**Applicable Law, Rules and Regulations:**

Refer to Confidentiality HIPAA Agency Guidelines

**Responsible Person(s):**

Health Educator, PHP&R Program Manager, Director of Nursing

**Procedures:**

1. The volunteer can contact the any supervisor who will forward the information to Health Educator Coordinator or a program representative to obtain a Volunteer Application. The application is available online at [www.sampsonnc.com](http://www.sampsonnc.com).
2. The completed Volunteer Application is submitted to the Health Educator Coordinator for screening and distribution to program managers. Volunteers must be at least 18 years of age and  
If under the age of 18, application must be signed by legal guardian.
3. The Health Educator shall review the application and submit a summary of interests, experience, and availability to the PHP&R Coordinator of applicant's interest.
4. PHP&R Program manager/Director will determine if they have a good opportunity for the applicant.

5. PHP&R manager will contact the applicant for further information and to determine if the opportunity will be offered.
6. Once the volunteer is offered and accepts the opportunity, all volunteer forms must be completed. The Health Educator/PHP&R Manager is responsible for providing the volunteer orientation about the safety/health hazards they may encounter while performing their work responsibilities. Immunity information must be provided to the Health Educator. All volunteers must meet the immunity requirements as directed in Agency Guideline (see attached form). Any expenses involved with obtaining this documentation is the applicant's responsibility.
7. The PHP&R Manager will send the completed application and forms to the Health Educator for record-keeping. The Health Educator is responsible for the agency time report for volunteers, as well as any required paperwork of the volunteer request. A time report of the total time logged by the volunteer will be submitted at completion of the assignment.
8. If it is deemed that the volunteer needs access to the County Network or other software programs, they must adhere to all County Policies regarding use and access to County devices, including the internet. The volunteer shall use only their assigned IDs and passwords to access the network and various software programs and their access to such program(s) shall be terminated when their work with the division is over.
9. Any events that volunteers are assigned, they will check in with the Health Educator upon arriving at the site to collect appropriate ID. If it is deemed that the volunteer requires a County ID, the Health Educator will follow procedure to obtain the ID and will collect the County ID upon completion of the volunteer assignment.
10. If any performance or disciplinary issues arise with the volunteer(s), the PHP&R manager is responsible to document and discuss with the volunteer and other appropriate personnel (program managers, team members, etc.)
11. The volunteer can be dismissed should it be determined they are not abiding by agency agreements, the confidentiality agreement, or the expected code of conduct indicated in the Volunteer Agreement. The PHP&R Program manager will consult with the DON and Health Director before dismissal.
12. The Health Educator will keep a log of available volunteers, hours worked and other information.

**References:**

County of Sampson Personnel Resolution Policy  
HIPAA Policy and Procedure Manual  
Information Technology Policy and Procedure Manual

## Sampson County Health Department Student/Intern/Volunteer Application

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

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

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

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Other Phone: \_\_\_\_\_

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

**Please check the category that applies to you:**

**Student:** someone who is required to perform a given number of service hours to meet a school requirement.

**Volunteer:** someone who performs hours of service for the Health Department without promise expectation or receipt of compensation for services rendered.

**What hours are you available?** (Be specific) \_\_\_\_\_

Availability (Please check the days and times you are available)						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<input type="checkbox"/> Morning	<input type="checkbox"/> Morning	<input type="checkbox"/> Morning	<input type="checkbox"/> Morning	<input type="checkbox"/> Morning	<input type="checkbox"/> Morning	<input type="checkbox"/> Morning
<input type="checkbox"/> Afternoon	<input type="checkbox"/> Afternoon	<input type="checkbox"/> Afternoon	<input type="checkbox"/> Afternoon	<input type="checkbox"/> Afternoon	<input type="checkbox"/> Afternoon	<input type="checkbox"/> Afternoon
<input type="checkbox"/> Evening	<input type="checkbox"/> Evening	<input type="checkbox"/> Evening	<input type="checkbox"/> Evening	<input type="checkbox"/> Evening	<input type="checkbox"/> Evening	<input type="checkbox"/> Evening

**If you require special accommodations per the Americans with Disabilities Act, please indicate here.**

Yes  No  If yes, what accommodations will you need? \_\_\_\_\_

APPLICABLE LICENSES OR CERTIFICATES			
Type	Number	Date Issued	Expiration Date

LANGUAGES: Indicate language other than English and check the skill that applies to you.			
Language	Speak	Read	Write

**Type of assistance you can provide:**

Administrative  Vaccine Administration  Educational

IMMUNITY DOCUMENTATION FOR HEALTH CARE WORKERS	
MMR (2 doses or positive titer)	
Varicella (2 doses or positive titer)	
TB Test (within past several months)	Waived
Hep B (recommended)	
Confirmed by: _____	Date _____

**Return to: Sidney Smith, Sampson County Health Department, 360 County Complex Rd, Clinton NC, 28328: Phone-910-592-1131; ssmith@sampsonnc.com**

\*\*\*\*\*

**For Department Use**

Division: \_\_\_\_\_; Assigned Supervisor: \_\_\_\_\_

Volunteer Placed: Yes \_\_\_\_\_ No \_\_\_\_\_; Training Completed Date: \_\_\_\_\_

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

Location: \_\_\_\_\_



**Sampson County Health Department**  
**Student/ Intern/Volunteer Agreement**

**Purpose:**

We enter into this agreement with the purpose of delineating the responsibilities of those parties involved in the department, student, intern, or volunteer relationship. The student, intern, or volunteer and supervising staff member share responsibilities in furthering the effectiveness of this relationship.

**Student/Intern/Volunteer: I agree to**

1. Become thoroughly familiar with the department's policies and procedures, both written and verbal.
2. Become familiar with the organizational structure and services of the department.
3. Attend orientations and training sessions as scheduled and to undertake continuing education when provided by the department to maintain continuing competence.
4. Be prompt and reliable in reporting for scheduled work and to provide the department with an accurate record of hours.
5. Maintain regular communication with supervisors and agree to work a specified number of hours each month on a regularly scheduled basis.
6. Accept a supplementary and complimentary role with the department staff member responsible for supervision.
7. Respect the principle of confidentiality and follow the same ethical standards expected of **all** staff members.
8. Contribute to evaluation by honest appraisal of the assignment.
9. Serve with faithfulness and continuity, listening for and reporting new insights and problems concerning assignments.
10. Notify the supervising staff member if I am unable to work as scheduled and to provide advanced notice of resignation.
11. Not receive any compensation for my student or volunteer services, now or in the future. Some interns may receive stipends.
12. Not act as an official spokesperson or representative for the department.

Student/Intern/Volunteer: \_\_\_\_\_ Date: \_\_\_\_\_

**Supervisor: I agree to**

1. Have contact with the student/intern/volunteer at regular intervals, to remain accessible to the student/intern/volunteer and to maintain a direct supervisory role, to include open and clear communication and trust, and to assist in carrying out his/her responsibilities as possible and reasonable
2. Offer training appropriate to the nature and degree of difficulty of the student/intern/volunteer and to continue that training to whatever extent is necessary to maintain continuing competence on the part of the student/intern/volunteer.
3. Provide feedback to the student/intern/volunteer at regular intervals and complete an evaluation at the end of the assignment.

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

**Confidentiality Agreement**

I agree to refrain from repeating, copying, or revealing, to any outside source, any confidential information learned while I am a student/intern/volunteer with the Sampson County Health Department.. I realize that it is privileged information and is not to be shared with anyone other than a current employee of Sampson County, and only in an official capacity. I also give Sampson County Health Department permission to reproduce pictures or news articles pertaining to my service in the agency, as long as it is not a confidential matter. I understand that I am obligated to report to a Supervisor any information which may affect records or operations in the area to which I have been assigned. I further understand that I am obligated to report any solicitation for confidential information that is not official.

Initials \_\_\_\_\_

**Consent to Seek Medical Care**

I authorize the Department to seek emergency medical care, on my behalf, as needed. I understand and agree to allow the Department to use their best judgment, in the event that medical assistance is needed. It is also understood and agreed that the staff and the Department of Public Health will be held harmless for any and all results of the staff's efforts to obtain emergency medical treatment including any accident or injury while being transported.

Initials \_\_\_\_\_

**Consent to be Transported**

It is understood and agreed that the staff and the health Department will be held harmless in any accident or injury to the student/intern/volunteer while participating in program activities and while being transported to and from activities.

Initials \_\_\_\_\_

**Accidents and Injuries**

I understand and agree that the Health Department, Sampson County and staff will be held harmless in any accident or injury to me while I participate in program activities as a student/intern/volunteer. Furthermore, I verify that I have health and accident insurance as required by my placement with Sampson.

**Company:** \_\_\_\_\_

**Policy Number:** \_\_\_\_\_

**Effective Date:** \_\_\_\_\_ ; **Expiration Date:** \_\_\_\_\_

Initials \_\_\_\_\_

**Safety Orientation**

I have received orientation about the safety/health hazards I may encounter while performing my work responsibilities. If I have questions or concerns about these hazards, I understand that I can discuss them with my supervisor.

Signature of Student/Volunteer: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

## Immunization Categories

### Category A

-All staff, students, and volunteers must have a screening for Tuberculosis (PPD).

### Category B

All staff, students, and volunteers must show immunity to:

- Measles (Red)
- Mumps
- Rubella (German Measles)
- Varicella
- Flu vaccine (during flu season, if required for staff)

### Category C

All staff, students, and volunteers in this category have the potential for exposure to blood/body fluids. They must be offered the **Hepatitis B** vaccine but may decline.

This category includes:

- Nurse specialist positions (RN and LPN)
- Nurse supervisor/consultant positions
- Physician/physician extender positions (nurse practitioner, physician assistant)
- Medical laboratory technologist/technician/manager/supervisor positions
- Public health/STD investigator/outreach positions
- Dental assistant/hygienist positions
- Dentists
- Nurse aide/assistant; medical assistant positions
- WIC nutritionist positions that require doing finger sticks
- Other identified positions which potentially include exposure to blood/body fluids

Adopted 3/21

---

**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

---

ITEM ABSTRACT

ITEM NO.     5    

Meeting Date: April 5, 2021

<input checked="" 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 type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue

---

INFORMATION ONLY

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

**From the Health Advisory Board, for information only:**

- a. Health Advisory Board Meeting Minutes, January 25, 2021
- b. Dangerous Dog Appeal Hearing Minutes, January 27, 2021
- c. Communicable Disease Report - 2020

# SAMPSON COUNTY HEALTH DEPARTMENT

Wanda Robinson  
Health Director

360 County Complex Road, Suite 200  
Clinton, NC 28328



To: Mr. Edwin Causey  
County Manager

Susan Holder  
Assistant County Manager

From: Wanda Robinson  
Health Director

Subject: County Commissioner's Agenda-Informational items

Date: March 30, 2021

Attached are items that were approved by the Health Advisory Board on March 29<sup>th</sup>, 2021 and is being submitted as information items for review by the County Commissioners.

- I. Advisory Meeting Minutes
- II. Dangerous Dog Appeal Hearing Minutes
- III. Communicable Disease Report 2020

Attachments via Email:

Advisory Meeting Minutes  
Dangerous Dog Appeal Hearing Minutes  
Communicable Disease Report 2020

**SCHD Advisory Committee Meeting Minutes  
January 25, 2021**

**Attendance:** Dr. Jeffrey Bell, Dr. Elizabeth Bryan, Robert Butler, Dr. Cynthia Davis, Yire Hernandez, Jacqueline Howard, Allie Ray McCullen, Commissioner Leitha Lee and Linda Peterson.

**Health Department and Administration:** Wanda Robinson, Perry Solice, Kelly Parrish, Tamra Jones, Edwin Causey and Joel Starling. Martina Copeland

**I. Call to Order:**

Jacqueline Howard, Chair called meeting to order.

**II. Invocation:**

Commissioner Leitha Lee gave invocation.

**III. Introduction of New Advisory Committee Members:**

a. Wanda Robinson introduced our new County Commissioner – Leitha Lee and welcomed her. The Oath was administered to Commissioner Lee by Perry Solice.

b. Linda Peterson was reappointed for a third three-year term.

**IV. Election of Chair:**

Nominations: Jacqueline Howard nominated Robert Butler for Health Advisory Board Chair. Dr. Jeffrey Bell seconded. Robert Butler declined. Jacqueline Howard nominated Dr. Jeffrey Bell for Health Advisory Board Chair. Robert Butler seconded. Dr Jeffrey Bell accepted the nomination. All in favor vote was received. Motion carried – Dr. Jeffrey Bell elected Health Advisory Board Chair.

**V. Election of Vice Chair:**

Nominations: Jacqueline Howard nominated Dr. Elizabeth Bryan for Health Advisory Board Vice Chair. Dr. Cynthia Davis seconded. Dr. Elizabeth Bryan accepts nomination. All in favor vote received. Motion carried – Dr. Elizabeth Bryan elected Health Advisory Board Vice Chair.

**VI. Approval of Minutes:**

**November 16, 2020:**

Motion to accept the committee meeting minutes for November 16, 2020 was made by Robert Butler, seconded by Linda Peterson. All in Favor. Motion carried.

**VII. Covid -19 Update:**

Kelly Parrish gave and update on the COVID=19. North Carolina as a state: Overall, cases seem to be leveling off. Hospitalizations are declining compared to the last two weeks. The positivity rate is 10.2%. Sampson County: Total cases = 6,116 with 78 deaths. Since January 11, 2021, we have had 528 positive cases. Our positivity rate is 10%. According to the County Alert System that was updated 1/21/21, we are still a red county meaning we have critical community spread.

Vaccines: Goal is to get the vaccine in arms within 7 days of receiving the shipment. Allocations are based on the amount of vaccine that is given and entered into CVMS (COVID

Vaccine Management System). Work is now being done to provide more consistent allocation to help counties better prepare for vaccination clinics. Sampson County had given a total of 3,075 doses. The health department alone has given 2,587 of that amount. On Saturday, January 23<sup>rd</sup>, the health department vaccinated 1,385 people that were ages 65 and older in our mass drive-through event. The event was very successful and included several of our community partners such as Emergency Management, CPD, SCSO and the staff at the Expo Center. We are currently providing vaccines to Groups 1 and 2: Healthcare Workers and LTC Staff and Residents & Older Adults. Our next group will be Group 3: Frontline Essential Workers. We are unsure when the vaccinations for this group will begin.

Robert Butler asked: “What was our original supply of shots?” “How many shots did we have to give?” Kelly responded: Sampson County has given 3,075 shots.

Dr. Jeffrey Bell mentioned he had heard good things about our events.

**VIII. HIPAA Policy Revision:**

Wanda Robinson indicated there were not changes to the HIPAA Policy. It is up for annual review. Dr. Cynthia Davis made a motion to approve the HIPAA Policy. Jacquelin Howard seconded. All in favor. HIPAA Policy was approved.

**IX. Annual Report:**

The annual report was presented for information only by Wanda Robinson. From February 2020 – December 2020, COVID has been our top priority. Health Department staff continues to provide mandated and priority services. Environmental Health continues to “bust at the seams” with a high amount of traffic in their area.

The annual report is for Health Advisory Board review and will be taken to the County Commissioners.

**X. Telehealth Policy:**

Kelly Parrish presented the Telehealth Policy. This is new for the Health Department. Telehealth has come about due to COVID.

With Telehealth, we can provide services and reduce exposure risk. The policy explains the process and how we do the appointments.

Dr. Beth Bryan made a motion approve the Telehealth Policy as presented. Linda Peterson seconded. All in favor. Motion passed.

**XI. Financial:**

**a. Monthly update:**

Tamra Jones reviewed the attached monthly activity summary and the revenues graphs and numbers attached.

**b. COVID AA716 & AA543 Funding:**

Tamra Jones discussed funding for COVID Vaccination AA716 for \$36,466. Plan to use in Salary/Fringe. Motion to accept the \$36,466 funding made by Allie Ray McCullen, seconded by Jacqueline Howard. All in favor. Motion carried.

Tamra Jones discussed additional COVID funding AA543 for \$247,372.00. Plan to use in Salary/Fringe, Medical Supplies, Department Supplies, Advertising, Rental Equipment, Lab Services, Contract Services, etc. Motion to accept additional COVID funding made by Dr. Beth Bryan, seconded by Robert Butler. All in favor. Motion approved.

**c. BCCCP Additional Funding:**

Tamra discussed additional funding for the BCCCP program of \$75.00. Motion to accept additional funding made by Jacqueline Howard and seconded by Yire Hernandez. All in Favor. Motion carried.

**d. Lab Fee Update:**

86317 – Hep B Surface Antibody - \$43.90 – effective 1/12/2021  
88142 – Pap w/Reflex HPV - \$53.00 – effective 12/1/2020  
OL016 – Pap w/automatic HPV - \$53.00 – effective 12/1/2020  
82043 – Urine Albumin - \$64.06 – effective 1/28/2021

Motion to accept LabCorp fees added to fee schedule with retroactive dates made by Jacqueline Howard, seconded by Yire Hernandez. All in favor. Fees approved.

**XII. Health Directors Report:**

**a. SCHD Advisory Committee Members List**

Wanda Robinson referenced the new advisory committee members list.

**b. SCHD Advisory Committee 2021 Meeting Schedule**

Wanda Robinson presented the SCHD Health Advisory Committee Meeting Dates. Wanda also discussed she would like to bring meetings back in house going forward and we can make the change back to call-in if necessary. Motion to approve meeting dates and time made by Jacqueline Howard, seconded by Linda Peterson. All in favor. Meeting dates and times were approved.

**c. Dangerous Dog Report**

Wanda Robinson discussed upcoming Dangerous Dog appeal. These must be scheduled within three working days of dangerous dog determination. We have one scheduled at the Health Department in the large conference room on January 27, 2021 at 6:30 pm. The group will be able to socially distance and follow the CDC rules. Information has been sent out about the incident to the members.

Dr. Jeffrey Bell mentioned he may be available at 6:30 pm Wednesday (January 27, 2021) and Dr. Beth Bryan is not sure she will be able to attend as she thought it was a call-in meeting. Jacqueline Howard will chair the meeting if neither of them are able to attend.





**SCHD Advisory Committee  
Dangerous Dog Appeal Hearing Minutes  
January 27, 2021**

**Attendance in Person**

**Board Members:** Yire Hernandez, Robert Butler, Jacqueline Howard, Charlotte Harrell, Linda Peterson, Elizabeth Bryan, Cynthia Davis

**Attendance Via Conference Call:** Mckayla Richmond

**County Employees attendance in person:** Sgt. Jessica Byrd, Wanda Robinson, Joel Starling, and Martina Copeland

**I. Call to Order:**

Mrs. Elizabeth Bryan called hearing to order.

**II. Dangerous Dog Hearing:**

**a. Overview of Dangerous Dog Hearing Process:**

Mrs. Elizabeth Bryan reviewed Article 1A. Dangerous Dogs sections (a) (1) a. and b; (2) a. b. and c. (See attached).

**b. Public Comment:**

Mckayla Richmond verbally agreed to have appeal remotely, Mrs. Bryan administered affirmation. Ms. Richmond made the following statements. "I just want to prove that my dog is not dangerous. She has played with that puppy several times and I honestly feel that since I was not out there with her at the time, I feel like she was playing too rough with her and did not mean to hurt. We have cats and other dogs in the yard, and she has never hurt any of our other animals. I just honestly think that she was playing too hard with the puppy since I was not out there with her to watch her. She has played with the puppy several time and so has my other puppy, she is not an aggressive dog or anything. We went to the animal shelter to see her last week, and we were talking to them and they said, they hadn't any problems with her and she has not shown any aggression or anything."

Mrs. Elizabeth Bryan asked, "Do you believe that the incident happen as stated, or can you tell us what happen at the incident?"

Ms. Richmond continued with the following statements. "I'm not sure what happened, I didn't see anything that happened. I saw her near the other puppies, my other dog was also outside, and he was not around I did not see him. The neighborhood dog which is a big white dog I did not see him around it, but they were in the neighbors' yard near the concrete behind the other neighbors.

Mrs. Bryan asked, "So the dog was off of your property?"

Ms. Richmond answered "Yes, both of them were,"

Mrs. Bryan asked, "Do you have anything else to say?" Otherwise, I will open for questions from the board.

Ms. Richmond answered, "No"

Mrs. Bryan asked the board, "Do anyone have questions?"

Robert Butler questioned, "I read in the documents, that the accident occurred on 16 Payne St, was the dog in her yard, the neighbor's yard or was both dogs somewhere off the property period; or in roaming?"

Mrs. Bryan asked, "Ms. Richmond Do you know where the incident actually occurred, and can you explain the relationship between your house and the complainants house?"

Ms. Richmond answered yes and stated, "Our properties are directly beside each other, but my dog was next to their house next to the concrete part.

"So, both dogs were off of their own properties"? asked Ms. Bryan. "Yes," answered Ms. Richmond.

Mrs. Bryan called Sgt. Byrd and administered affirmation with Sgt. Byrd.

Sgt. Byrd testimony: "Speaking with the complainant, Ms. Alexander Campos she stated that the chihuahua was in the accompaniment of children from the residence they were playing back and forth between the residence of Payne St. and Sharon St. the chihuahua was with the children. Sgt. Byrd stated that the dog can be unleashed if it is under the care and control of the owner. The statement that was given to me was Skylar the dog that belong to Ms. Richmond came and approach the chihuahua and attacked it without propagation. The injuries to the chihuahua were a silvertracka, and a collapsed lung resulting in the dog having to euthanized. I will agree that the dog does have an excellent temperament she has not shown any signs of aggressive towards people. However, it was stated that she came off the property and attacked without propagation.

Mrs. Bryan questioned, "There was witnesses there that saw it was Skylar for sure?"

Sgt Byrd answered "Yes, and when I took it to Ms. Campos home they also identified as Skylar being the one who attacked the dog.

Also questioned, "Was it adults or was it all children?"

Sgt. Byrd stated, "There were 3 adults and children ranged from ages 11 down. It was the ten-year old nephew who identified Skylar who was the one that came and attacked the other dog.

Mr. Robert Butler questioned, "So, the dog left Ms. Richmond yard and went to Ms. Campos yard?"

Sgt. Byrd stated, "I will say in absolute fairness that the distance between the two yards is only far enough to fit a car in."

Wanda Robinson asked Sgt. Byrd, "So the dog was not provoked or anything?"

Sgt. Byrd answered, "The witnesses that I asked, and I asked was there growling, any play fighting, or direct charging. What I was told is that Skylar which is not even a big dog around a thirty-five pounder immediately went up to the chihuahua. I have 3 photographs of the deceased, of the neck and ear. It was stated it was not play fighting it was more forced."

Mrs. Bryan asked Ms. Richmond if she had anything else to say after hearing Sgt. Byrd testimony.

Ms. Richmond stated, "I want to say I didn't hear the kids outside playing, I heard them an hour prior to everything happening they were outside my window playing. I never heard them playing with dogs or anything until they came to my door knocking on my dog saying that Skylar attacked their dog. She has played with the dog several times."

Mrs. Bryan asked, "Is this the first time this behavior has happened?"

"Yes" Ms. Richmond answered.

It was questioned, "How do you normally restrain your dog on your property is it behind a fence, is it on a tie-out, on a leash, or is it allowed to free-roam?"

Ms. Richmond answered, "Normally she is on a leash, like a runner it's two put together because one is too short. For some reason if I do that, she will not use the bathroom out there she will come back in the house and use the bathroom. I was just letting her go for a little bit, but she normally stays right here close to the house. But, with the other dog that runs around in the yard and stuff he started getting her going down the road, so I started having her come back up toward the house and have her up on a chain. That day I was not paying her any attention I couldn't get out the bed half the time that day."

It was questioned, "Is it common for the dog to be turned out unsupervised?"

"No", answered Ms. Richmond.

Mrs. Bryan stated, "Now its time for the board to decide based on the evidence before us, and the report we have before us, whether to uphold if Skylar is considered a potentially dangerous dog based on the North Carolina General Statue. Do anyone have questions or anything they want to say before we make a vote? asked Mrs. Bryan".

Mrs. Bryan asked, "All in favor of voting Skylar as a potentially dangerous dog? Please state "I" vote was unanimous.

Mrs. Bryan told Ms. Richmond, "Based on the evidence we have determined that Skylar is a potentially dangerous dog, and Mrs. Robinson will be in contact with you."

Mrs. Robinson stated to her, "You will receive a letter within the next ten days with the decision made tonight."

Ms. Richmond questioned, "Her homeowners' insurance was not her name."

Sgt Byrd answered, "It does not have to be housed at the Payne St address, it can be housed at another address."

Ms. Richmond stated, "I will find someone with home insurance."

Mrs. Robinson stated, "You will need to be in contact with Sgt. Byrd from this point forward."

Meeting adjourned.

Jerry G Bur                      3-29-21  
Chair    Date

Wanda Robinson                      3/29/21  
Secretary    Date

**Sampson County Board of Health**  
**Communicable Disease Report 2020**

The Health Department Communicable Disease (CD) Program involves several communicable disease sections that include: Communicable Diseases, such as Rabies or Salmonella; Tuberculosis; Vaccine-Preventable Diseases, such as Pertussis/Whooping Cough; and Sexually Transmitted Diseases, such as HIV or Gonorrhea. In 2020, the novel Coronavirus emerged in the United States. Sampson County identified its first case of the virus in March. COVID-19 presented unique challenges to us and put public health at the forefront of this global pandemic.

The Communicable Disease (CD) Program staff normally consists of four nurses that are responsible for the surveillance, reporting, investigation and follow-up of communicable diseases in our county. However, with the COVID-19 pandemic and the surge in cases, several additional staff had to be utilized to assist us in our response efforts. The CD staff works with medical providers and the public to prevent, manage, and provide treatment for disease cases and their contacts. The staff follows the North Carolina Communicable Disease Branch guidelines and notifies the appropriate authorities as needed regarding specific communicable diseases.

The CD Program staff is required to use NCEDSS, the North Carolina Electronic Disease Surveillance System, which is an electronic data entry system for monitoring, managing and reporting of diseases in Sampson County and throughout the North Carolina. Due to COVID-19 and the increase in data, NC DHHS developed a separate system, NC COVID, for the management of COVID-19 cases. The staff is responsible for monitoring NCEDSS and NC COVID daily to identify and follow-up on any diseases reported through the system.

**COVID-19**

In addition to our other CD events during 2020, Sampson County identified 5,004 cases of COVID-19. Unfortunately, of those cases, 74 were deaths related to COVID-19. SCHD staff performed case investigations and contact tracing for these cases which proved to be a daunting task. Additional staff were trained in Communicable Disease investigation and outbreak management to expand our response efforts. Clinics had to be sized down to allow us to utilize the staff needed for the response and to limit the amount of people in our building. Appointments were prioritized and the staff adapted well as roles and responsibilities were shifted. In the summer of 2020, testing became a desperate need as the goal was early detection and isolation of those that were positive for COVID-19. SCHD, along with community partners, held three successful mass testing events which led to over 1,300 citizens being tested.

**Sampson County CD Report 2020**

**Sampson County CD Report 2019**

<b>All Communicable Diseases</b>	<b>Totals</b>		<b>All Communicable Diseases</b>	<b>Totals</b>
<b>Communicable Disease</b>			<b>Communicable Disease</b>	
COVID-19	5,004		Campylobacter Infection	11
Campylobacter Infection	3		Legionellosis	2
Carbapenem-Resistant Enterobacteriaceae (CRE)	1		Carbapenem-Resistant Enterobacteriaceae (CRE)	6
Hepatitis C	36		Hepatitis C	41
Lyme disease	1		Lyme disease	1
Rocky Mountain Spotted Fever	0		Rocky Mountain Spotted Fever	7
Salmonellosis	1		Salmonellosis	25
Cryptosporidium	3		Cryptosporidium	4
Ehrlichiosis	0		Ehrlichiosis	1
E. Coli	1		E. Coli	3
<b>Total</b>	<b>5,050</b>		<b>Total</b>	<b>90</b>
<b>Tuberculosis</b>			<b>Tuberculosis</b>	
TB Disease Cases	1		TB Disease Cases	0
<b>Vaccine-Preventable Disease</b>			<b>Vaccine-Preventable Disease</b>	
Influenza, death	0		Influenza, death	1
Pertussis	0		Pertussis	1
Hepatitis B - Chronic	0		Hepatitis B - Chronic	2
Hepatitis A	0		Hepatitis A	0
<b>Total</b>	<b>1</b>		<b>Total</b>	<b>4</b>
<b>Sexually Transmitted Disease</b>			<b>Sexually Transmitted Disease</b>	
AIDS	0		AIDS	0
HIV	5		HIV	9
Chlamydia	335		Chlamydia	368
Gonorrhea	150		Gonorrhea	121
Syphilis	19		Syphilis	12
NGU	9		NGU	11
<b>Total</b>	<b>518</b>		<b>Total</b>	<b>521</b>
<b>TOTAL</b>	<b>5,569</b>		<b>TOTAL</b>	<b>615</b>

**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.