



**SAMPSON COUNTY
BOARD OF COMMISSIONERS
MEETING AGENDA
July 12, 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

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- b. Request to Pursue Design, Permitting and Installation of 1.8 Miles of Water Line on South Eldridge Road 4
- c. Acceptance of North Carolina Drinking Water State Revolving Loan Funding for Sampson-Johnston County Interconnection, Phase II 5 - 13
- d. Approval of the Amendments to Ordinances Implementing Rules and Regulations of Sampson County Water and Sewer Districts I and II (second reading) 14 - 35

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c. Accept Supplemental Nutrition Funding in the amount of \$39,949 and authorize execution of associated agreements and funding plan	80 - 93
d. Award the bid for the Clinton-Sampson Airport FBO Apron Rehabilitation Project to Highland Paving Company, LLC and authorize execution of the associated contract documents	94 - 130
e. Approve an extension of the lease between the County and USDA for 5,620 square feet of space at 80 County Complex Road from January 1, 2022 through December 31, 2024	131 - 133
f. Authorize execution of the Cooperative Service Agreement between USDA/APHIS/Wildlife Services and Sampson County for Beaver Management Assistance Program Services	134 - 148
g. Approve the Tax Department’s request for destruction of certain records pursuant to the County’s Records Retention and Disposition Schedule	149 - 150
h. Authorize the execution of the Detention Center equipment maintenance contract between Sampson County and Cornerstone Detention Products, Inc.	151 - 160
i. Declare as surplus and authorize sale of discarded Emergency Services Motorola XTL2500 Mobile and Portable radios to Sunny Communications	161 - 163
j. Approve the delinquent property tax exemption requests for Horace Bass and Stanley William Coombes	164 - 169
k. Authorize the waiver of late list penalties for business personal property listings for Clinton Mechanical Contractors, Inc.; Barefoot’s Lot Clearing, Inc.; Miller Control & Manufacturing Co., Inc.; David H. Hobson, Attorney at Law; Big Blue Store of Clinton, Inc.; and Baldwin & Hodge, LLP	170 - 193
l. Approve the tax refunds and releases as submitted	194 - 202
m. Approve budget amendments as submitted	203 - 204

Item 5 County Manager’s Report

Item 6 Public Comment Period

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As publicly advertised, 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 and Conduct or Public Comment Policy).

Recess to Reconvene - Water Work Session, July 27, 2021 (4 pm)

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 1 (a)

Meeting Date: July 12, 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

SUBJECT: Introduction of New Department Heads

DEPARTMENT: Library and Cooperative Extension

PUBLIC HEARING: No

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

PURPOSE: To introduce newly named department heads to the Board

ATTACHMENTS: None

BACKGROUND:

We have two newly selected department heads to introduce to the Board. Library Director Kelsey Edwards came on board on June 28th. Interim Cooperative Extension Director Brad Hardison was named officially as Cooperative Extension Director on July 1. It would be appropriate to allow each to make brief remarks after their introductions.

RECOMMENDED ACTION OR MOTION:

No action necessary

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 2 (a - d)

Meeting Date: July 12, 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
	<input type="checkbox"/>			

SUBJECT: Public Water System Matters

DEPARTMENT: Public Works

PUBLIC HEARING: No

CONTACT PERSON(S): Lin Reynolds, Public Works Director
Matt West, Dewberry Engineers

PURPOSE: To consider several matters related to the County's public water system operations

ATTACHMENTS: Memo from Public Works Director (item b); Resolution and Offer and Acceptance Documents for DWSRF Loan (item c); Amended Ordinances (item d)

BACKGROUND:

- a. Update on Iron/Manganese Treatment Project (Mr. Reynolds, Mr. West)
As an update from the April 5, 2021 Board of Commissioners meeting, the Iron/Manganese Treatment project was divided into two contracts, evaluated for value engineering opportunities, and rebid. The two contracts were defined as Contract A - Buried Water Piping and Contract B - Treatment System. A bid opening was held for Contract A and B on Monday, June 29, 2021. Four bids were received for Contract A, and only two bids were received for Contract B. Since less than three competitive bids were received from reputable and qualified Contractors for Contract B, this portion of the project must be re-bid. The re-advertisement for bids for Contract B was published on Wednesday, June 30, 2021, and the bid opening is scheduled for Thursday, July 8, 2021. A summary of the bid results for Contract A and B will be provided at the July 12, 2021 Board of Commissioners meeting.

- b. Request to Pursue Design, Permitting, and Installation of 1.8 Miles of Water Line on South Eldridge Road (Mr. Reynolds)
Sampson County Public Works is requesting permission to pursue design, permitting and installation of 1.8 miles of water line on South Eldridge Road from US 13 to Oak Grove Church Road. While there are businesses and residences which may be served, the primary

purpose for this line is to be used as a backup transmission line to support the main trunk line for the Johnston County Interconnection Phase II project.

- c. Acceptance of North Carolina Drinking Water State Revolving Loan Funding for Sampson-Johnston Interconnection, Phase II (Mr. Reynolds, Mr. West)
Sampson County has been approved for \$3,148,000 in NC Drinking Water State Revolving Loan Funds for the construction/installation of water mains, a bi-directional master meter, water services and associated system controls for the Johnston County Interconnection Phase II project. To accept the funding, the Board must approve the enclosed resolution making certain assurances and authorize execution of the associated offer and acceptance documents.

- d. Approval of the Amendments to Ordinances Implementing Rules and Regulations of Sampson County Water and Sewer Districts I and II (Mr. Reynolds and/or County Attorney Joel Starling)
At their June 7, 2021 meeting, the Board voted unanimously to approve the Amendments to Ordinances Implementing Rules and Regulations of Sampson County Water and Sewer Districts I and II. However, for the ordinance to be adopted on its first reading, all members must be in attendance and voting. If not, it can be adopted by majority vote upon a second reading.

RECOMMENDED ACTION OR MOTION:

- a. Receive update. If subsequent bidding is successful, the Board may be asked to award the bid by resolution.

- b. Approve the request to pursue the design, permitting and installation of 1.8 miles of water line on South Eldridge Road, utilizing funds from water reserves

- c. Adopt the resolution accepting \$3,148,000 in DWSRF loan funding and authorize the execution of associated offer and acceptance documents

- d. Approve, upon a second reading, the Amendments to Ordinances Implementing Rules and Regulations of Sampson County Water and Sewer Districts I and II

COUNTY OF SAMPSON

DEPARTMENT OF PUBLIC WORKS
827 S.E. Blvd. • P.O. Box 1280 • Clinton, North Carolina 28328
(910) 592-0188 • Fax No. (910) 592-7242

L.E. Reynolds, P.E.
Public Works Director

TO: SAMPSON COUNTY BOARD OF COMMISSIONERS
FROM: LINWOOD REYNOLDS, PE, PUBLIC WORKS DIRECTOR
SUBJECT: SOUTH ELDRIDGE ROAD EXTENSION
DATE: 6/22/2021
CC:

Public Works has a need to install 1.8 miles of 6" water line on South Eldridge Road from US 13 to Oak Grove Church Road. This line would be used as a backup transmission line that would support the main trunk line serving the Johnston County Phase II project. Our engineer states that having a backup to the main trunk line is a critical need and would provide a looped system for improved water quality.

There are 15 homes and 2 businesses on this route that may be interested in signing up for water service; however, the primary purpose of this line is to provide support for the bulk water being sold to Johnston County.

Public Works requests permission from the board to pursue the design, permitting and installation of this water line using \$315,387.00 from the water reserves.

RESOLUTION BY GOVERNING BODY OF APPLICANT

WHEREAS, the Safe Drinking Water Act Amendments of 1996 and the North Carolina Water Infrastructure Fund have authorized the making of loans and/or grants, as applicable, to aid eligible drinking-water systems in the financing the cost of construction for eligible, drinking-water infrastructure; and

WHEREAS, the North Carolina Department of Environmental Quality has offered a Drinking Water State Revolving Fund (DWSRF) loan in the amount of \$3,148,000 for the construction/installation of water mains, a bi-directional master meter and water services and associated system controls and appurtenances; hereinafter referred to as the Sampson/Johnston Co Water Systems Interconnection Project/Phase II; and

WHEREAS, the Board of Commissioners of the County of Sampson intends to construct said project in accordance with the engineering plans and specifications that have been or will have been approved by the North Carolina Public Water Supply Section.

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

That the County of Sampson does hereby accept the Drinking Water State Revolving Fund (DWSRF) loan offer in the amount of \$3,148,000.

That the County of Sampson does hereby give assurance to the North Carolina Department of Environmental Quality that they will adhere to all applicable items specified in the standard “Conditions” and “Assurances” of the Department’s funding offer, awarded in the form of loan; and

That County Manager Edwin W. Causey, 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; and

That the County of Sampson has substantially complied or will substantially comply with all Federal, State and local laws, rules, regulations, and ordinance applicable to the project and to Federal and State grants and loans pertaining thereto.

ADOPTED, This 12th day of July, 2021 at the Board’s regularly scheduled meeting held in Clinton, North Carolina.

Clark H. Wooten, Chairman

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting Clerk to the Board of Commissioners of the County of Sampson does hereby certify: That the above/attached resolution is a true and correct copy of the resolution legally adopted at a regularly convened meeting of the Board of Commissioners of the County of Sampson duly held on the 3rd day of August, 2020 and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office.

IN WITNESS WHEREOF, I have hereunto set my hand this 13th day of June, 2018.

Susan J. Holder, Clerk to the Board

ROY COOPER
Governor

JOHN NICHOLSON
Interim Secretary

JON RISGAARD
Acting Director



NORTH CAROLINA
Environmental Quality



June 11, 2021

Mr. Edwin W. Causey, Manager
Sampson County
406 County Complex Road
Clinton, North Carolina 28328

Subject: Offer & Acceptance Documents for
Federal DWSRF Loan

DWI Project No.: WIF-2003

Project Scope: Sampson Co. – Johnston Co. Water-Systems
Interconnection Project / Ph. II

Dear Mr. Causey:

Sampson County have been approved for **loan assistance** from the North Carolina Drinking Water State Revolving Fund (**DWSRF**). Accordingly, enclosed are two (2) copies of an "Offer-and-Acceptance" document extending Sampson County a **funding award** in the amount of **\$3,148,000**. This offer is made subject to the *Assurances and Conditions* set forth in the Offer-and-Acceptance document.

Please submit the following items to the Division of Water Infrastructure (DWI), 1633 Mail Service Center, Raleigh, North Carolina 27699-1633, as soon as they are prepared:

1. A resolution adopted by the governing body accepting the loan offer and making the applicable assurances contained therein (see sample copy, attached);
2. One (1) original copy of the "Offer-and-Acceptance" document, executed by the Project's designated Authorized Representative, along with the signed "Acknowledgement of Standard Conditions and Assurances" for federal SRF loans. **Retain the other executed, original copy for your files;**
3. The Federal Identification Number and DUNS Number of the Applicant (Memo attached); and
4. A Sales-Tax Certification Form (sample copy attached).

The Site Certification and a Capital Project Ordinance (or a budget ordinance covering the subject project) must be provided to DWI before disbursements can begin. For further assistance, please see the enclosed *Guidance Document* for a complete list of those items due no later than the project's first reimbursement request.

Reimbursement requests (printed sample form enclosed with this transmittal) for **odd-numbered drinking-water projects** (such as yours) should be forwarded to **Jackie Moore** at the address noted below (see the footer on the first page of this transmittal letter). A reference copy of this request form has been enclosed for your convenience.

Once construction of the subject project has commenced, an updated, fully-completed, current and signed/dated copy of our Reimbursement Request Form must be submitted with all reimbursement requests. You are free to reproduce this form should additional copies be needed.



On behalf of the Department of Environmental Quality, I am pleased to make this offer of State Revolving Loan funds, made available by the North Carolina Water Infrastructure Fund.

Sincerely,



Jon Risgaard, Acting Director
Division of Water Infrastructure, NCDEQ

Enclosures: Loan/Grant Offer-and-Acceptance Document (two original copies)
 Resolution to Accept Loan Offer (suggested format)
 Federal ID & DUNS Number Request Memo
 Sales-Tax Certification Form
 Reimbursement Request Form
 Guidance Document
 Site Certification
 Capital Project Ordinance (sample)

cc: Matthew B. West, P.E., Dewberry Engineers, Inc., Consulting Engineer (Raleigh NC office)
 Jennifer House / DWI (w/o attachments)
 Kavitha Ambikadevi / DWI (w/o attachments)
 DWSRF Project File/Scan: (**COM - LOX**)



**STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF WATER INFRASTRUCTURE**

Funding Offer and Acceptance

Legal Name and Address of Award Recipient (Applicant):

Sampson County
406 County Complex Road
Clinton NC 28328

Project Number:

H-SRF-F-21-2003

Project Number:

N/A

CFDA Number:

66.468

Funding Program:

Drinking Water	<input checked="" type="checkbox"/>	Additional Amount for Funding Increases	Previous Total	Total Offered
Wastewater	<input type="checkbox"/>			
State Revolving Fund (SRF)	<input checked="" type="checkbox"/>	--	--	\$3,148,000
State Reserve Loan (SRP)	<input type="checkbox"/>			
State Reserve Grant (SRP)	<input type="checkbox"/>			
State Emergency Loan (SEL)	<input type="checkbox"/>			
Asset Inventory & Assessment Grant (AIA)	<input type="checkbox"/>			
Merger/Regionalization Feasibility Grant (MRF)	<input type="checkbox"/>			

Project Description:

*Sampson Co. – Johnston Co. Water-Systems Interconnection Project / Ph. II:
1) Install approximately 17,000 LF of 8-inch water main on Oak Grove Church Road; 2) Install approximately 25,000 LF of 8-inch water main on King Road; 3) Install a bi-directional master meter at the intersection of NC Hwy-55 and Rebel Road; 4) Install approximately forty (40) water services to existing residences or businesses, and; 5) Provide all associated system controls and appurtenances et al to establish said interconnection with Johnston County.*

Total Financial Assistance Offer:

\$3,148,000

Total Project Cost:

\$3,148,000

Estimated Closing Fee*:

\$62,960

For Loans

Principal Forgiveness:

\$ - 0 -

Interest Rate (% Per Annum):

1.10

Maximum Loan Term (Years):

20

**Estimated closing fee calculated based on total grant and/or loan amount(s).*

Pursuant to North Carolina General Statute 159G:

- The Applicant is eligible under Federal and State law;
- The Project is eligible under Federal and State law, and;
- The Project has been approved by the Department of Environmental Quality as having sufficient priority to receive financial assistance.

The Department of Environmental Quality, acting on behalf of the State of North Carolina, hereby offers the financial assistance described in this document.

For The State of North Carolina:

**Jon Risgaard, Acting Director, Division of Water Infrastructure
North Carolina Department of Environmental Quality**

Jon Risgaard
Signature

6/10/2021

Date

On Behalf of:

Sampson County

Name of Representative in Resolution:

Mr. Edwin W. Causey

Title (Type or Print):

County Manager

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do hereby accept this Financial Award Offer and will comply with the Assurances and the Standard Conditions.

Signature

Date

STANDARD CONDITIONS FOR FEDERAL SRF LOANS

1. The following “super cross-cutters” apply to SRF projects and may be found in the Public Policy Requirements section of the EPA General Terms and Conditions for each year’s appropriation. This document can be found at www.epa.gov/ogd/tc.htm. Please note that nothing is submitted to the State’s SRF program offices regarding compliance with these items.
 - (a) Title VI of the Civil Rights Act of 1964
 - (b) Section 504 of the Rehabilitation Act of 1973
 - (c) The Age Discrimination Act of 1975
 - (d) Section 13 of the Federal Water Pollution Control Act Amendments of 1972
2. Acquisition of Real Property must comply with all applicable provisions of the Uniform Relocation and Real Property Acquisition Policies Act of 1970 (PL 92-646), as amended. The Applicant shall certify it has or will have a fee simple, or such other estate or interest in the site of the project, including necessary easements and rights-of-way, to assure undisturbed use and possession for purposes of construction and operation for the estimated life of the project using a certification form provided by the Department of Environmental Quality (DEQ).
3. Specific MBE/WBE “disadvantaged businesses enterprise” (DBE) forms and instructions are provided, which are to be included in the contract specifications. These forms will assist with documenting positive efforts made by the Applicant, their consultant(s) and contractor(s) to utilize DBEs. Such efforts should allow DBEs the maximum feasible opportunity to compete for subagreements and subcontracts to be performed. Documentation of efforts made to utilize DBE firms must be maintained by the Applicant and their construction contractor(s), and made available upon request.
4. The Applicant shall comply fully with Subpart C of the Code of Federal Regulations (CFR), Chapter 2, Part 180, entitled, “Responsibilities of Participants Regarding Transactions Doing Business with Other Persons,” as implemented and supplemented by 2 CFR Part 1532. The Applicant is responsible for ensuring that any lower-tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled “Covered Transactions,” includes a term or condition requiring compliance with Subpart C. The Applicant is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower-tier covered transactions. The Applicant may access suspension and debarment information at: <http://www.sam.gov>. This system allows applicants to perform searches determining whether an entity or individual is excluded from receiving Federal assistance.
5. The construction contract(s) require(s) the contractor to adhere to the Davis-Bacon and Related Acts Provisions and Procedures, as listed in the Code of Federal Regulations, Chapter 29, Part 5, Section 5 (29 CFR 5.5). Public Law pertaining to this is also enacted in Title 40, United States Code, Subtitle II Section 3141 through Section 3148.
6. As required by H.R. 3547, “Consolidated Appropriations Act, 2014” Section 436, Division G, Title IV, this project is subject to the federal “American Iron-and-Steel” provisions. The State provides detailed requirements, to be included in the construction contract specifications.

ASSURANCES

1. The Applicant intends to construct the project, or cause it to be constructed to final completion, in accordance with the Application approved for financial assistance by the Division of Water Infrastructure. The Applicant acknowledges that in the event a milestone contained within the most recent Drinking Water State Revolving Fund Intended Use Plan and/or the Letter of Intent to Fund is missed, the Department of Environmental Quality will rescind this Funding Award Offer.
2. The Applicant is responsible for paying for those costs that are ineligible for SRF funding.
3. The construction of the project, including the letting of contracts in connection therewith, conforms to the applicable requirements of State and local laws and ordinances.
4. As of the acceptance of this Funding Award Offer, Steps "A-D" in the "**North Carolina SRF Program Overview and Guidance**" (SRF Guidance Document enclosed with the Funding Award Offer) will be complete. These Assurances, likewise, incorporate the most recent version of the SRF Guidance Document, and the Applicant hereby certifies by accepting this Funding Award Offer that it will adhere to the subsequent steps in the SRF Guidance Document. The remaining steps generally govern project design, bidding, contracting, inspection, reimbursements, close-out and repayment.
5. The Applicant will provide and maintain adequate engineering supervision and inspection.
6. The Applicant agrees to establish and maintain a financial management system that adequately accounts for revenues and expenditures. Adequate accounting and fiscal records will be maintained during the construction of the project, and these records will be retained and made available for a period of at least three (3) years following completion of the project.
7. All SRF funds loaned shall be expended solely for carrying out the approved project, and an audit shall be performed in accordance with G.S. 159-34. Partial disbursements on this loan will be made promptly upon request, subject to adequate documentation of incurred eligible costs, and subject to the Applicant's compliance with the "Standard Conditions" of this Funding Award Offer. The Applicant agrees to make prompt payment to its contractor, and to retain only such amount as allowed by North Carolina General Statute.
8. The Applicant will expend all the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State. Please note the State is not a party to the construction contract(s) and the Applicant is expected to uphold its contract obligations regarding timely payment.

Acknowledgement of Standard Conditions and Assurances

The Applicant hereby gives assurance to the Department of Environmental Quality that the declarations, assurances, representations, and statements made by the Applicant in the Application; and all documents, amendments, and communications filed with the Department of Environmental Quality by the Applicant in support of its request for financial assistance, will be fulfilled.

.....
Signature

.....
Date

FEDERAL ID & DUNS # REQUEST MEMO

TO: All Loan and Grants Recipients

SUBJECT: Federal Identification Number

Please be advised that all local government units receiving grant or loan funds from the State of North Carolina must supply their **Federal Identification Number** to this office upon acceptance of their loan and/or grant offer. Therefore, please provide the information below and return to:

Division of Water Infrastructure
1633 Mail Service Center
Raleigh, North Carolina 27699-1633

RECIPIENT:

PROJECT NUMBER:

FEDERAL IDENTIFICATION NUMBER:

DUNS NUMBER:

SALES-TAX REIMBURSEMENT CERTIFICATION FORM

(FOR FUNDING PROGRAMS IN THE DIVISION OF WATER INFRASTRUCTURE)

Applicant: _____

Project Number: _____

Check If Applicant is not a unit of government under North Carolina law

If the applicant noted above is a Unit of Government in North Carolina, check the applicable box below.

Sales Tax **IS** deducted in this scenario. Please show this on the disbursement requests.

The construction contract was bid with sales taxes and the unit of government will request reimbursement from the DOR.

Sales Tax **IS NOT** deducted in either of these scenarios.

The construction contract was bid with sales taxes and the unit of government will not request reimbursement from the DOR.

The construction contract was bid without sales taxes

(Printed Name and Title of Authorized Representative)

(Signature of Authorized Representative)

(Date)

Submit to: NC Dept. of Environment & Natural Resources
Division of Water Infrastructure
Pam Whitley, Project Management Branch
1633 Mail Service Center
Raleigh, NC 27699-1633

**CERTIFICATION REGARDING
UNIFORM RELOCATION ASSISTANCE AND
REAL PROPERTY ACQUISITION POLICIES (URLAP) ACT OF 1970**

Applicant: _____
 DWI Project No.: _____
 Project Name: _____

Please check appropriate boxes:

<input type="checkbox"/> I certify that all real property (including easements) has been acquired, or condemnation proceedings for property have been entered into, thereby providing legal access for this project.
AND
<input type="checkbox"/> I certify to the best of my knowledge and belief that the acquisition of property specifically for the above-referenced project is in compliance with the URLAP Act of 1970 (the Uniform Act). The acquisition of real property either:
<input type="checkbox"/> Did not result in the displacement of any person, business or farm operation.
OR
<input type="checkbox"/> Relocation was involved in the land acquisition, and the Federal Highway Administration (FHA) was contacted for technical assistance.
----- OR
<input type="checkbox"/> Compliance with the Uniform Act does not apply because the land and/or easements associated with the above-referenced project was/were acquired prior to the inception of the project. (Date land acquired: _____)

I understand that a false statement on this certification may be grounds for rejection or termination of this loan.

Applicant's Authorized Representative or Attorney (Signature) *Date*

Applicant's Authorized Representative or Attorney (Print) *Title*

**AMENDMENTS TO
ORDINANCES IMPLEMENTING RULES AND REGULATIONS OF
SAMPSON COUNTY WATER AND SEWER DISTRICT I AND
SAMPSON COUNTY WATER AND SEWER DISTRICT II**

WHEREAS, the Sampson County Board of Commissioners (the “Board”) previously adopted an Ordinance implementing Rules and Regulations for Sampson County Water and Sewer District I and an Ordinance implementing Rules and Regulations for Sampson County Water and Sewer District II (collectively, the “Ordinances”); and

WHEREAS, the Board has, from time to time, amended the Ordinances; and

WHEREAS, the Board finds that, in order to best promote the public health, safety, and general welfare of the citizens of Sampson County and to ensure the provision of water and sewer services to Sampson County Water and Sewer District I, the Ordinances should be further amended and combined as set forth herein below;

THEREFORE, BE IT ORDAINED that the Ordinances are hereby amended as follows:

ORDINANCE

~~RULES AND REGULATIONS OF
SAMPSON COUNTY WATER AND SEWER DISTRICT I~~

~~I. USER CLASSIFICATION~~

CLASSIFICATION	DESCRIPTION
Benefited User	Single or multi family residences or dwellings, schools, churches, or commercial establishment using a standard 5/8” x 3/4” service connection.
Nonbenefited User	Any user requiring larger than standard 5/8” x 3/4” service connection.

~~II. RATE AND SCHEDULE AND TAP ON FEES~~

~~A. Benefited Users~~

- ~~(1) First 2,000 gallons @ \$12.50 (Minimum Charge) plus \$3.00 per 1,000 gallons for usage over 2,000 gallons~~

- ~~(2) — Multiresidential users such as trailer courts and multiplex apartments served through one meter will be billed at the District’s regular published rates but at a minimum of \$10.00 per user per month whichever is greater~~
- ~~(3) — The Board of Commissioners of Sampson County, sitting as the Water and Sewer Board for Sampson County Water and Sewer District I, shall have the authority by motion approved by a majority of its members then present to establish a bulk rate for water and sewer services sold to other units of local government.~~

~~B. Nonbenefited Users~~

~~Nonbenefited Users will be charged the same rate as benefited users until such time the rates are amended by the Board of Commissioners.~~

~~C. Tap-On Fees~~

- ~~(1) — Prior to closing of FmHA Loan

 - ~~a. — \$50.00 per connection~~~~
- ~~(2) — Prior to construction

 - ~~a. — \$150 per connection~~~~
- ~~(3) — After completion of the facility, the regular tap-on fee schedule will be:~~

<u>Meter Size</u>	<u>Cost</u>
5/8" x 3/4"	\$ 450.00
1"	\$ 450.00
2" and above	\$ Cost of Construction

- ~~(4) — Tap on fees are non-refundable.~~
- ~~(5) — The Board of Commissioners of Sampson County, sitting as the Water and Sewer Board for Sampson County Water and Sewer District I, shall have the authority by motion approved by a majority of its members then present to reduce the tap-on fee for designated periods of time. The Board shall further have the authority to require that any customer who signs up for water and sewer service during a period of reduced tap-on fees sign a contract obligating the customer to purchase water in an amount equal to at least the regular minimum as set out in the published rates of the District for a period of twenty-four (24) months or repay the difference between the temporary reduced tap-on fee and the tap-on fee prior to the temporary reduction.~~

III. ~~APPLICATION FOR SERVICE~~

- A. ~~Users will make application for service in person at the Sampson County Complex at the same time make the deposit guarantee required below.~~
- B. ~~The District may reject any application for service not available under a standard rate or that involves excessive service cost, or that may affect the supply of service to other customers or for other good and sufficient reasons, in which case the tap-on fee will be refunded.~~
- C. ~~The District may reject any application for service whenever the applicant is delinquent in payment of bills incurred for service previously supplied at any location. In addition, whenever the owner of the premises has been served water and has not paid for the same, the District shall not be required to render service to anyone at said location where the water was used until said water bill is paid.~~

IV. ~~CONNECTION FEES~~

- A. ~~During construction of the water facility—A connection fee will not be required for applicants.~~
- B. ~~Following completion of construction—Users will be required to make a cash connection fee of:

Residents \$20.00.~~
- C. ~~The individual in whose name the application for service is made shall be responsible for payment of all bills incurred in connection with the service furnished.~~
- D. ~~A separate connection fee is required for each meter installed.~~
- E. ~~The Board of Commissioners of Sampson County, sitting as the Water and Sewer Board for Sampson County Water and Sewer District I, shall have the authority by motion approved by a majority of its members then present to reduce the connection fee for designated periods of time. The Board shall further have the authority to require that any customer who signs up for water and sewer service during a period of reduced connection fees sign a contract obligating the customer to purchase water in an amount equal to at least the regular minimum as set out in the published rates of the District for a period of twenty-four (24) months or repay the difference between the temporary reduced connection fee and the connection fee prior to the temporary reduction.~~

V. ~~INITIAL OR MINIMUM CHARGES~~

- A. ~~The initial or minimum charge, as provided in the rate schedule, shall be made for each meter installed, regardless of location according to the classification of service. Each meter requires a separate meter reading sheet and each meter reading sheet shall cover a separate and individual account.~~

~~B. Where service is furnished to a user during certain months only, the minimum charge per service connection for the period of non-use shall be the regular minimum as set out in the published rates of the District.~~

~~C. Water furnished for a given lot shall be used on that lot only. Each user's service must be separately metered at single delivery and metering point. Each commercial unit and each storeroom or stall used for business purposes shall have a separate meter. All commercial use, including storerooms and stalls for business purposes, shall be metered separately from any residential use and vice versa, whether now in service or to be installed in the future.~~

~~VI. DISTRICT'S RESPONSIBILITIES AND LIABILITY~~

~~A. The District shall run a service line from its distribution line to the property line in places where the distribution line runs immediately adjacent and parallel to the property to be served and for which a tap-on fee then in effect for each size of meter will be charged.~~

~~B. The District may install its meter at the property line or, at the District's option, on the user's property, or in a location mutually agreed upon.~~

~~C. When two or more meters are to be installed on the same premises for different users, the meters shall be closely grouped with each clearly designated as to which user it applies.~~

~~D. The District does not assume the responsibility of inspecting the user's piping or apparatuses.~~

~~E. The District reserves the right to refuse service unless the user's lines or piping is installed in such manner as to prevent cross connection or backflow.~~

~~F. The District shall not be liable for damage of any kind whatsoever resulting from water or the use of water on the user's premises, unless such damage results directly from negligence on the part of the District. The District shall not be responsible for any damage done by or resulting from any defect in the piping, fixtures, or appliances on the negligence of third persons or forces beyond the control of the District resulting in any interruption of service.~~

~~G. Under abnormal conditions, the consumer will be notified of any extended interruptions of service.~~

~~VII. USER/CONSUMER'S RESPONSIBILITY~~

~~A. Piping on the user's premises must be so arranged that the connections are conveniently located with respect to the District's supply lines.~~

- ~~B. If the user's piping on the user's premises is so arranged that the District is called upon to provide additional meters, each place of metering will be considered as a separate and individual account and will be charged as such.~~
- ~~C. Where metering is placed on the premises of a user, a suitable location shall be provided by the user for placing such meter that is unobstructed and accessible at all times to a meter reader.~~
- ~~D. The user shall furnish and maintain a private cutoff valve on the user's side of the meter; the District shall provide and furnish a like valve on the District's side of the meter.~~
- ~~E. The user's piping and apparatuses shall be installed and maintained at the user's expense in a safe and efficient manner in accordance with the District's rules and regulations and in full compliance with the sanitary regulations of the North Carolina Department of Environment, Health, and Natural Resources.~~
- ~~F. The user shall guarantee proper protection for the District's property placed on the user's premises and shall only permit authorized representatives of the District or its representatives to have access to that property.~~
- ~~G. In the event that any loss or damage to the property of the District or any accident or injury to persons or property is caused by or results from the negligence or wrongful act of the user, his agent or employees, the cost of the necessary repairs or replacement shall be paid by the user to the District and any liability otherwise resulting shall be assumed by the user.~~
- ~~H. The amount of such loss or damage or the cost of repairs shall be added to the user's bill and, if not paid, service may be discontinued by the District.~~
- ~~I. High volume pumps shall not be connected to or operated from a fire hydrant or any water main connected to the system unless the District is notified first.~~

~~VIII. EXTENSION TO MAINS AND SERVICES~~

- ~~A. Extension of water lines within the District's service are will be handled as follows:
 - ~~1. A developer shall submit plans for proposed water line extensions for review and approval by the District, its engineer, and the North Carolina Department of Environment, Health, and Natural Resources.~~
 - ~~2. Lines will be installed in accordance with the approved plans, paid for by the developer, and then dedicated to the District for ownership, operation and maintenance.~~~~

~~B. The Board of Commissioners of Sampson County, sitting as the Water and Sewer Board for Sampson County Water and Sewer District I, shall have the authority to enter into contracts for the extension or addition of water and sewer line within the District provided that the users agree to bear a percentage of the cost of the extension or addition, upon such terms and conditions as may be advisable to the Board of Commissioners.~~

~~IX. ACCESS TO PREMISES~~

~~A. Duly authorized agents of the Districts shall have access at all reasonable hours to the premises of the user for the purpose of installing or removing District property, inspecting piping, reading or testing meters, or for any other purpose in connection with the District's service and facilities.~~

~~B. Each user shall grant or convey or shall cause to be granted or conveyed to the District a perpetual easement and right-of-way across any property owned or controlled by the user wherever said perpetual easement and right-of-way is necessary for the District water facilities and lines so as to be able to furnish service to the user.~~

~~X. CHANGE OF OCCUPANCY~~

~~A. Not less than three (3) days notice must be given in person at the County Complex office or in writing to discontinue service for a change in occupancy.~~

~~B. The outgoing party shall be responsible for all water consumed up to the time of departure or the time specified for departure, whichever period is longer.~~

~~XI. METER READING, BILLING AND COLLECTING~~

~~A. Meters will be read and bills rendered monthly on or about the 10th day of each month. The District reserves the right to vary the dates or length of period covered, temporarily or permanently as necessary or desirable.~~

~~B. Bills for water service will be determined in accordance with the District's published rate schedule then in effect and will be based on the amount of water consumed for the period covered by the meter reading.~~

~~C. Charge for service commences when a meter is installed and connection made, whether used or not.~~

~~D. Readings from different meters will not be combined for billing, irrespective of the fact that said meters may be for the same or different premises, or for the same or different users, or for the same or different services.~~

~~E. Bills are due when rendered and will become delinquent on the 21st day of the month, whereupon a penalty of 10% of the bill amount will be added. If not paid within 10 days after the due date, service will be discontinued by the District.~~

~~F. Failure to receive bills or notices shall not prevent such bills from becoming delinquent or relieve the consumer from payment due.~~

~~XII. SUSPENSION OF SERVICE~~

~~A. Upon discontinuance of service for nonpayment of bills, the District may proceed to collect the balance in the usual way provided by law for the collection of debts.~~

~~B. Service discontinued for nonpayment of bills will be restored after the user's water bills are paid in full, and the appropriate delinquent fees are paid. A delinquent fee of \$10.00 will be assessed for the first service discontinuation; a fee of \$20.00 will be assessed for a second or subsequent service disconnection. If no person eighteen or older is present at the premises when District personnel attempt to reconnect service, a return trip fee of \$25.00 shall be assessed for each such occasion.~~

~~C. The District reserves the right to discontinue its services without notice for the following additional reasons:~~

- ~~1. To prevent fraud or abuse~~
- ~~2. User's willful disregard of the District's rules.~~
- ~~3. Emergency repairs.~~
- ~~4. Insufficient or inadequate water supply due to circumstances beyond the District's control.~~
- ~~5. Legal procedures.~~
- ~~6. At the direction of public authorities.~~
- ~~7. Strike, riot, fire, flood, accident or any other unavoidable cause.~~

~~D. The District may, in addition to prosecution by law, permanently refuse service to any user who tampers with a meter or other measuring device.~~

~~XIII. COMPLAINTS AND ADJUSTMENTS~~

~~A. If the user believes a bill to be in error, the user shall present the claim in person at the District's office before the bill becomes delinquent.~~

~~B. The District will make special meter readings at the request of the user for a fee of \$10.00. If such special reading discloses that the meter was overread, the charge will be reimbursed.~~

~~C. Meters will be tested at the request of the user upon payment to the District of \$20.00. If the meter is found to overregister beyond 4% percent of the correct volume, no charge will be made.~~

~~D. If the seal of a meter is broken by other than the District's representative, or if the meter fails to register correctly, or is stopped for any cause, the consumer shall pay an amount estimated from the record of previous bills and/or from other proper data.~~

~~XIV. ABRIDGEMENT OF MODIFICATION OF RULES~~

~~A. No promise, agreement, or representation of any employee of the District shall be binding upon the District except as it shall have been agreed upon in writing, signed, and accepted by the acknowledge officers of the District.~~

~~B. No modification of rates or any of the rules and regulations shall be made by any agent of the District.~~

~~XV. ADOPTION OF RULES~~

~~A. Until further order of the Board of Commissioners of Sampson County, the rules and regulations as the same are hereinabove set out are hereby adopted as of the date hereof to become effective on and after _____.~~

ORDINANCE

RULES AND REGULATIONS OF
SAMPSON COUNTY WATER AND SEWER DISTRICT II

~~I. USER CLASSIFICATION~~

CLASSIFICATION	DESCRIPTION
Benefited User	Single or multi family residences or dwellings, schools, churches, or commercial establishments using a Standard 5/8" x 3/4" service connection.
Non benefited User	Any user requiring larger than standard 5/8" x 3/4" service Connection.

~~II. RATE AND SCHEDULE AND TAP ON FEES~~

~~A. Benefited Users~~

~~(1) First 3,000 gallons @ \$15.00 (Minimum Charge) plus \$3.50 per 1,000 gallons for usage over 3,000 gallons~~

- ~~(2) — Multiresidential users such as trailer courts and Multiplex apartments served through one meter will be Billed at the District’s regular published rates but At a minimum of \$10.00 per user per month whichever Is greater~~
- ~~(3) — The Board of Commissioners of Sampson County, sitting as the Water and Sewer Board for Sampson County Water and Sewer District II, shall have the authority by motion approved by a majority of its members then present to establish a bulk rate for water and sewer services sold to other units of local government.~~

~~B. Non-benefited Users~~

~~Non-benefited Users will be charged the same rate as benefited Users until such time the rates are amended by the Board of Commissioners.~~

~~C. Tap-On Fees~~

- ~~(1) — Prior to closing of FmHA Loan~~

- ~~a. — \$75.00 per connection.~~

- ~~(2) — After completion of the facility, the regular tap-on fee schedule will be:~~

<u>Meter Size</u>	<u>Cost</u>
5/8" x 3/4"	\$500.00
1"	\$600.00
2" and above	\$Cost of Construction

- ~~(3) — Tap-on fees are non-refundable.~~

- ~~(4) — The Board of Commissioners of Sampson County, sitting as the Water and Sewer Board for Sampson County Water and Sewer District II, shall have the authority by motion approved by a majority of its members then present to reduce the tap-on fee for designated periods of time. The Board shall further have the authority to require that any customer who signs up for water and sewer service during a period of reduced tap-on fees sign a contract obligating the customer to purchase water in an amount equal to at least the regular minimum as set out in the published rates of the District for a period of twenty-four (24) months or repay the difference between the temporary reduced tap-on fee and the tap-on fee prior to the temporary reduction.~~

~~III. APPLICATION FOR SERVICE~~

- ~~A. Users will make application for service in person at the Sampson County Complex at the same time make the deposit guarantee required below.~~

- ~~B. The District may reject any application for service not available Under a standard rate or that involves excessive service cost, or that may affect the supply of service to other customers or for other good and sufficient reasons, in which case the tap-on fee will be refunded.~~
- ~~C. The District may reject any application for service whenever the applicant is delinquent in payment of bills incurred for service previously supplied at any location. In addition, whenever the owner of the premises has been served water and has not paid for the same, the District shall not be required to render service to anyone at said location where the water was used until said water bill is paid.~~

~~IV. CONNECTION FEES~~

- ~~A. During construction of the water facility A connection fee will not be required for applicants.~~
- ~~B. Following completion of construction Users will be required to make a cash connection fee of:

Residents \$20.00~~
- ~~C. The individual in whose name the application for service is made shall be responsible for payment of all bills incurred in connection with the service furnished.~~
- ~~D. A separate connection fee is required for each meter installed.~~
- ~~E. The Board of Commissioners of Sampson County, sitting as the Water and Sewer Board for Sampson County Water and Sewer District II, shall have the authority by motion approved by a majority of its members then present to reduce the connection fee for designated periods of time. The Board shall further have the authority to require that any customer who signs up for water and sewer service during a period of reduced connection fees sign a contract obligating the customer to purchase water in an amount equal to at least the regular minimum as set out in the published rates of the District for a period of twenty four (24) months or repay the difference between the temporary reduced connection fee and the connection fee prior to the temporary reduction.~~

~~V. INITIAL OR MINIMUM CHARGES~~

- ~~A. The initial or minimum charge, as provided in the rate schedule, shall be made for each meter installed, regardless of location according to the classification of service. Each meter requires a separate meter reading sheet and each meter reading sheet shall cover a separate and individual account.~~
- ~~B. Where service is furnished to a user during certain months only, the minimum charge per service connection for the period of non use shall be the regular minimum as set out in the published rates of the District.~~

~~C. Water furnished for a given lot shall be used on that lot only. Each user's service must be separately metered at single delivery and metering point. Each commercial unit and each storeroom or stall used for business purposes shall have a separate meter. All commercial use, including storerooms and stalls for business purposes, shall be metered separately from any residential use and vice versa, whether now in service or to be installed in the future.~~

~~VI. DISTRICT'S RESPONSIBILITIES AND LIABILITY~~

~~A. The District shall run a service line from its distribution line to the property line in places where the distribution line runs immediately adjacent and parallel to the property to be served and for which a tap-on fee then in effect for each size of meter will be charged.~~

~~B. The District may install its meter at the property line or, at the District's option, on the user's property, or in a location mutually agreed upon.~~

~~C. When two or more meters are to be installed on the same premises for different users, the meters shall be closely grouped with each clearly designated as to which user it applies.~~

~~D. The District does not assume the responsibility of inspecting the user's piping or apparatuses.~~

~~E. The District reserves the right to refuse service unless the user's lines or piping is installed in such manner as to prevent cross-connection or back flow.~~

~~F. The District shall not be liable for damage of any kind whatsoever resulting from water or the use of water on the user's premises, unless such damage results directly from negligence on the part of the District. The District shall not be responsible for any damage done by or resulting from any defect in the piping, fixtures, or appliances on the negligence of third persons or forces beyond the control of the District resulting in any interruption of service.~~

~~G. Under abnormal conditions, the consumer will be notified of any extended interruptions of service.~~

~~VII. USER/CONSUMER'S RESPONSIBILITY~~

~~A. Piping on the user's premises must be so arranged that the connections are conveniently located with respect to the District's supply lines.~~

~~B. If the user's piping on the user's premises is so arranged that the District is called upon to provide additional meters, each place of metering will be considered as a separate and individual account and will be charged as such.~~

- ~~C. Where metering is placed on the premises of a user, a suitable location shall be provided by the user for placing such meter that is unobstructed and accessible at all times to a meter reader.~~
- ~~D. The user shall furnish and maintain a private cutoff valve on the user's side of the meter; the District shall provide and furnish a like valve on the District's side of the meter.~~
- ~~E. The user's piping and apparatuses shall be installed and maintained at the user's expense in a safe and efficient manner in accordance with the District's rules and regulations and in full compliance with the sanitary regulations of the North Carolina Department of Environment, Health, and Natural Resources.~~
- ~~F. The user shall guarantee proper protection for the District's property placed on the user's premises and shall only permit authorized representatives of the District or its representatives to have access to that property.~~
- ~~G. In the event that any loss or damage to the property of the District or any accident or injury to persons or property is caused by or results from the negligence or wrongful act of the user, his agent or employees, the cost of the necessary repairs or replacement shall be paid by the user to the District and any liability otherwise resulting shall be assumed by the user.~~
- ~~H. The amount of such loss or damage or the cost of repairs shall be added to the user's bill and, if not paid, service may be discontinued by the District.~~
- ~~I. High volume pumps shall not be connected to or operated from a fire hydrant or any water main connected to the system unless the District is notified first.~~

~~VIII. EXTENSION TO MAINS AND SERVICES~~

- ~~A. Extension of water lines within the District's service are will be handled as follows:

 - ~~1. A developer shall submit plans for proposed water line extensions for review and approval by the District, its engineer, and the North Carolina Department of Environment, Health, and Natural Resources.~~
 - ~~2. Lines will be installed in accordance with the approved plans, paid for by the developer, and then dedicated to the District for ownership, operation and maintenance.~~~~
- ~~B. The Board of Commissioners of Sampson County, sitting as the Water and Sewer Board for Sampson County Water and Sewer District II, shall have the authority to enter into contracts for the extension or addition of water and sewer line within the District provided that the users agree to bear a percentage of the cost of the extension~~

~~or addition, upon such terms and conditions as may be advisable to the Board of Commissioners.~~

~~IX. ACCESS TO PREMISES~~

~~A. Duly authorized agents of the Districts shall have access at all reasonable hours to the premises of the user for the purpose of installing or removing District property, inspecting piping, reading or testing meters, or for any other purpose in connection with the District's service and facilities.~~

~~B. Each user shall grant or convey or shall cause to be granted or conveyed to the District a perpetual easement and right of way across any property owned or controlled by the user wherever said perpetual easement and right of way is necessary for the District water facilities and lines so as to be able to furnish service to the user.~~

~~X. CHANGE OF OCCUPANCY~~

~~A. Not less than three (3) days notice must be given in person at the County Complex office or in writing to discontinue service for a change in occupancy.~~

~~B. The outgoing party shall be responsible for all water consumed up to the time of departure or the time specified for departure, whichever period is longer.~~

~~XI. METER READING, BILLING AND COLLECTING~~

~~A. Meters will be read and bills rendered monthly on or about the 10th day of each month. The District reserves the right to vary the dates or length of period covered, temporarily or permanently as necessary or desirable.~~

~~B. Bills for water service will be determined in accordance with the District's published rate schedule then in effect and will be based on the amount of water consumed for the period covered by the meter reading.~~

~~C. Charge for service commences when a meter is installed and connection made, whether used or not.~~

~~D. Readings from different meters will not be combined for billing, irrespective of the fact that said meters may be for the same or different premises, or for the same or different users, or for the same or different services.~~

~~E. Bills are due when rendered and will become delinquent on the 21st day of the month, whereupon a penalty of 10% of the bill amount will be added. If not paid within 10 days after the due date, service will be discontinued by the District.~~

~~F. Failure to receive bills or notices shall not prevent such bills from becoming delinquent or relieve the consumer from payment due.~~

~~XII. SUSPENSION OF SERVICE~~

~~A. Upon discontinuance of service for nonpayment of bills, the District may proceed to collect the balance in the usual way provided by law for the collection of debts.~~

~~B. Service discontinued for nonpayment of bills will be restored after the user's water bills are paid in full, and the appropriate delinquent fees are paid. A delinquent fee of \$10.00 will be assessed for the first service discontinuation; a fee of \$20.00 will be assessed for a second or subsequent service disconnection. If no person eighteen or older is present at the premises when District personnel attempt to reconnect service, a return trip fee of \$25.00 shall be assessed for each such occasion.~~

~~C. The District reserves the right to discontinue its services without notice for the following additional reasons:~~

- ~~1. To prevent fraud or abuse~~
- ~~2. User's willful disregard of the District's rules.~~
- ~~3. Emergency repairs.~~
- ~~4. Insufficient or inadequate water supply due to circumstances beyond the District's control.~~
- ~~5. Legal procedures.~~
- ~~6. At the direction of public authorities.~~
- ~~7. Strike, riot, fire, flood, accident or any other unavoidable cause.~~

~~D. The District may, in addition to prosecution by law, permanently refuse service to any user who tampers with a meter or other measuring device.~~

~~XIII. COMPLAINTS AND ADJUSTMENTS~~

~~A. If the user believes a bill to be in error, the user shall present the claim in person at the District's office before the bill becomes delinquent.~~

~~B. The District will make special meter readings at the request of the user for a fee of \$10.00. If such special reading discloses that the meter was overread, the charge will be reimbursed.~~

~~C. Meters will be tested at the request of the user upon payment to the District of \$20.00. If the meter is found to overregister beyond 4% percent of the correct volume, no charge will be made.~~

~~D. If the seal of a meter is broken by other than the District's representative, or if the meter fails to register correctly, or is stopped for any cause, the consumer shall pay an amount estimated from the record of previous bills and/or from other proper data.~~

~~XIV. ABRIDGEMENT OF MODIFICATION OF RULES~~

- ~~A. No promise, agreement, or representation of any employee of the District shall be binding upon the District except as it shall have been agreed upon in writing, signed, and accepted by the acknowledge officers of the District.~~
- ~~B. No modification of rates or any of the rules and regulations shall be made by any agent of the District.~~

~~XV. ADOPTION OF RULES~~

- ~~A. Until further order of the Board of Commissioners of Sampson County, the rules and regulations as the same are herein before set out are hereby adopted as of the date hereof to become effective on and after their adoption.~~

ORDINANCE ADOPTING
JOINT RULES AND REGULATIONS FOR
SAMPSON COUNTY WATER AND SEWER DISTRICT I AND
SAMPSON COUNTY WATER AND SEWER DISTRICT II

The following Joint Rules and Regulations shall apply to Sampson County Water and Sewer District I and Sampson County Water and Sewer District II.

I. Definitions.

Unless the context specifically indicates otherwise, the following words and phrases, as used in these Joint Rules and Regulations, shall have the meanings set forth below:

Backflow: The undesirable reversal of flow of a liquid, gas, or other substance in a potable water distribution piping system as a result of cross-connection.

Board: The Sampson County Board of Commissioners, which serves as the governing body of District I and District II in accordance with N.C. Gen. Stat. § 162A-89.

County: Sampson County

Cross-connection:

- (i) Any physical connection between potable water supply system and any other piping system, sewer fixture, container, or device, whereby water or other liquids, mixtures, or substances may flow into or enter the potable water supply system;
- (ii) Any potable water supply outlet that is submerged or is designed or intended to be submerged in non-potable water or in any source of contamination; or
- (iii) An air gap that does not meet the requirements set forth in 15A NCAC 18C .0102(c)(2).

District I: Sampson County Water and Sewer District I, a county water and sewer district created by the Board and subject to the provisions of Article 6 of Chapter 162A of the North Carolina General Statutes.

District II: Sampson County Water and Sewer District II, a county water and sewer district created by the Board and subject to the provisions of Article 6 of Chapter 162A of the North Carolina General Statutes.

Division: The Department of Environmental Quality, Division of Water Resources.

Person: An individual, firm, partnership, association, public or private institution, municipality, political subdivision, governmental agency, or private or public corporation organized and existing under the laws of the State or any other state or country.

Potable water supply: Water approved for drinking and other household uses.

Public Works: The Sampson County Public Works Department.

Rules: This Ordinance Adopting Joint Rules and Regulations for Sampson County Water and Sewer District I and Sampson County Water and Sewer District II.

State: The State of North Carolina.

User: Any person that uses water supplied by or through a water system owned and/or operated in whole or in part by District I or District II.

Water System: All plants, systems, facilities or properties used or useful or having the present capacity for future use in connection with the supply or distribution of water or the control and drainage of stormwater runoff and any integral part thereof, including but not limited to water supply systems, water distribution systems, stormwater management programs designed to protect water quality by controlling the level of pollutants in, and the quantity and flow of, stormwater and structural and natural stormwater and drainage systems of all types, sources of water supply including lakes, reservoirs and wells, intakes, mains, laterals, aqueducts, pumping stations, standpipes, filtration plants, purification plants, hydrants, meters, valves, and all necessary appurtenances and equipment and all properties, rights, easements and franchises relating thereto and deemed necessary or convenient by the authority for the operation thereof.

II. Rate Schedule, Tap-on Fees, and Connection Fees.

The rate schedule, tap-on fees, and connection fees for District I and District II will be determined by the Board from time to time and kept on file in the office of the Clerk to the Board and the Public Works office and also made available on the County's website.

III. Application for Service.

- A. Persons who wish to become users must submit an application for water service in-person at the Public Works office or online at the County's website. Pursuant to N.C. Gen. Stat. § 162A-87.3, District I and District II are not required to provide water services to persons outside their respective Districts.
- B. District I and District II reserve the right to reject applications requesting water service that is not available under a standard rate, that involves excessive service cost, that may affect the supply of water to other users, or for other good and sufficient reasons, in which case any tap-on fee that has been paid will be refunded.
- C. District I and District II reserve the right to reject applications for water service when the person submitting the application is delinquent in payment of bills incurred for water service previously supplied at any location served by District I or District II. Furthermore, when the owner of the premises has been served water and has not paid for the same, the applicable District shall not be required to render service to anyone at said location until the delinquent water bill is paid in full.

IV. Initial or Minimum Charges.

- A. The initial or minimum charge, as provided in the rate schedule, shall be made for each meter installed, regardless of location according to the classification of service. Each meter requires a separate meter reading and each meter reading shall cover a separate and individual account.
- B. Water furnished for a given lot or parcel shall be used on that lot or parcel only. Each user's water service must be separately metered at a single delivery and metering point. All commercial use for business purposes shall be metered separately from any residential use and vice versa, whether now in service or to be installed in the future.

V. Districts' Responsibilities and Liability.

- A. District I and District II shall run a service line from distribution lines to the property line in places where the distribution lines run immediately adjacent and parallel to the property to be served and for which a tap-on fee then in effect for each size of meter will be charged.
- B. The applicable District may install its meter at the property line or, at the District's option, on the user's property, or in a location mutually agreed upon.
- C. When two or more meters are to be installed on the same premises or different users, the meters shall be closely grouped with each clearly designated as to which user it applies.

- D. District I and District II do not assume the responsibility of inspecting the user's piping or apparatuses.
- E. District I and District II reserve the right to refuse service unless the user's lines or piping is installed in such manner as to prevent cross-connections or back-flow.
- F. District I and District II shall not be liable for damage of any kind whatsoever resulting from water or the use of water on the user's premises, unless such damage results directly from negligence on the part of the District. The District shall not be responsible for any damage done by or resulting from any defect in the piping, fixtures, or appliances on the negligence of third persons or forces beyond the control of the District resulting in any interruption of service.
- G. Under abnormal conditions, users will be notified of any extended interruptions of service.

VI. User's Responsibilities.

- A. Piping on the user's premises must be so arranged that the connections are conveniently located with respect to the applicable District's supply lines.
- B. If the user's piping on the user's premises is so arranged that the applicable District is called upon to provide additional meters, each place of metering will be considered as a separate and individual account and will be charged as such.
- C. Where metering is placed on the premises of a user, a suitable location shall be provided by the user for placing such meter that is unobstructed and accessible at all times to a meter reader.
- D. The user shall furnish and maintain a private cutoff valve and a pressure reducing valve on the user's side of the meter; the applicable District shall provide and furnish a like cutoff valve on the District's side of the meter.
- E. The user's piping and apparatuses shall be installed and maintained at the user's expense in a safe and efficient manner in accordance with the applicable District's rules and regulations and in full compliance with the applicable State regulations, including those of the Division.
- F. The user shall guarantee proper protection for the applicable District's property placed on the user's premises and shall only permit authorized representatives of the applicable District to have access to that property.
- G. In the event that any loss or damage to the property of the applicable District or any accident or injury to persons or property is caused by or results from the negligence or wrongful act of the user or the user's agent or employee, the cost of the necessary

repairs or replacement shall be paid by the user to the applicable District and any liability otherwise resulting shall be assumed by the user. The amount of such loss or damage or the cost of repairs shall be added to the user's bill and, if not paid, service may be discontinued by the District.

- H. High-volume pumps shall not be connected to or operated from a fire hydrant or any water main connected to the system unless the applicable District is notified and gives approval first.

VII. Extensions to Mains and Services.

- A. Extension of water lines within District I and District II's service areas will be handled as follows:
1. A developer shall submit plans for proposed water line extensions for review and approval by the applicable District, the District's engineer, and the Division.
 2. Lines will be installed in accordance with the approved plans and paid for by the developer.
 3. Upon completion of the extension, the developer shall convey and/or transfer the complete facility, to include all rights-of-way, easements, permits, franchises and authorizations, and other instruments needed for operation and maintenance of the facility to the applicable District. The applicable District will not reimburse the developer.
- B. The Board shall have the authority to enter into contracts for the extension or addition of water and sewer line within District I and District II, provided that the users agree to bear a percentage of the cost of the extension or addition, upon such terms and conditions as may be advisable to the Board.

VIII. Access to Premises.

- A. Public Works employees and other duly-authorized agents of the applicable District shall have access at all reasonable hours to the premises of the user for the purpose of installing or removing District property, inspecting piping, reading or testing meters, or for any other purpose in connection with the applicable District's service and water system.
- B. Each user shall grant or convey or shall cause to be granted or conveyed to the applicable District a perpetual easement and right-of-way across any property owned or controlled by the user wherever said perpetual easement and right-of-way is necessary for the District water system so as to be able to furnish service to the user.

IX. Change of Occupancy.

- A. Not less than three (3) days notice must be given in-person or in writing to Public Works to discontinue service for a change in occupancy.
- B. The outgoing user shall be responsible for all water consumed up to the time of departure or the time specified for departure, whichever period is longer.

X. Meter Reading, Billing, and Collection.

- A. Meters will be read on a 30-day cycle or as close to it as possible. District I and District II reserve the right to vary the dates or length of period covered, temporarily or permanently, as necessary or desirable.
- B. Bills for water service will be determined in accordance with the applicable District's published rate schedule then in effect and will be based on the amount of water consumed for the period covered by the meter reading.
- C. Charge for service commences when a service box is installed and connection is made, whether used or not.
- D. Readings from different meters will not be combined for billing, irrespective of the fact that said meters may be for the same or different premises, or for the same or different users, or for the same or different services.
- E. Bills are due when rendered and will become delinquent on the 21st day of the month, whereupon a penalty of 1% of the bill amount per month will be added. If not paid within 10 days after the due date, service will be discontinued by the applicable District.
- F. Failure to receive bills or notices shall not prevent such bills from becoming delinquent or relieve the consumer from payment due.

XI. Suspension of Service.

- A. Upon discontinuance of water service for nonpayment of bills, the applicable District may proceed to collect the balance in the usual way provided by law for the collection of debts.
- B. Water service discontinued for nonpayment of bills will be restored only after the user's water bills are paid in full, and the appropriate delinquent fee of \$50.00 is paid.
- C. If a second return trip is needed to restore service, an additional fee of \$25.00 shall be assessed to the account for each trip.

- D. District I and District II reserve the right to discontinue water service without notice for the following additional reasons:
1. To prevent fraud or abuse.
 2. User's willful disregard of the District's rules.
 3. Emergency repairs.
 4. Insufficient or inadequate water supply due to circumstances beyond the District's control.
 5. Legal procedures.
 6. At the direction of public authorities.
 7. Strike, riot, fire, flood, accident or any other unavoidable cause.
- E. District I and District II may, in addition to any other remedies provided by law, permanently refuse service to any user who tampers with a meter or other measuring device.

XII. Complaints and Adjustments.

- A. If the user believes a bill to be in error, the user shall present the claim in person or in writing to the Public Works office before the bill becomes delinquent.
- B. District I and District II will make special meter readings and/or XDATA Reports at the request of the user for a fee of \$25.00. If such special reading discloses that the meter was over-read, the charge will be reimbursed.

XIII. Abridgement or Modification of Rules.

- A. No promise, agreement, or representation of a Public Works employee or other employee of District I or District II shall be binding upon District I or District II, except as it shall have been agreed upon in writing, signed, and accepted by the acknowledged officers of the applicable District.
- B. No modification of rates or any of the rules and regulations shall be made by any agent of District I or District II.

XIV. Adoption of Rules.

These Rules and any amendments thereto are effective as of the date of adoption, unless otherwise indicated by the Board at the time of adoption.

These amendments were adopted unanimously at a regular meeting of the Sampson County Board of Commissioners, after having been duly advertised as required by law, the 7th day of June, 2021.

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

ATTEST:

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

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 3 (a)

Meeting Date: July 12, 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: Tax - Reappointment of Tax Administrator

DEPARTMENT: Tax

PUBLIC HEARING: No

CONTACT PERSON(S): Jim Johnson, Tax Administrator

PURPOSE: To formally re-appoint Tax Administrator as Tax Assessor and Tax Collector for specified terms as required by NC General Statutes

ATTACHMENTS: Oaths of Office

BACKGROUND:

North Carolina General Statutes require that county commissioners appoint a county assessor and/or collector to serve a term of not less than two years nor more than four years. Mr. Johnson's last four-year appointment occurred in 2017; the reappointment term is for four years. The Clerk can administer the oaths of office to Mr. Johnson.

Note: We typically refer to Mr. Johnson as Tax Administrator, but that actual title is not found in the statutes. His duties and responsibilities are both for tax assessing and collection; therefore, he will take oaths as both.

RECOMMENDED ACTION OR MOTION:

Re-appoint Jim Johnson for a four-year term; administer oaths of office

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

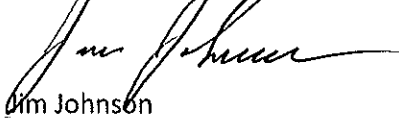
Phone 910-592-8146

Fax 910-592-1227

To: Ed Causey, County Manager
From: Jim Johnson, Tax Administrator
Date: June 29, 2021
Subject: Request For Reappointment

The current four-year term as Tax Administrator expires in July 2021. I would like to request reappointment for another four-year term. The General Statutes do not reference tax administrator but counties that have the tax assessor and tax collector serve in a dual role according to GS 105-294 and GS 105-295 utilize this title.

Respectfully Submitted,



Jim Johnson
Tax Administrator

NORTH CAROLINA

SAMPSON COUNTY

I, **James E. Johnson** do solemnly swear (or affirm) that I will support and maintain the Constitution and Laws of the United States, and the Constitution and Laws of North Carolina not inconsistent therewith, and that I will faithfully discharge the duties of my office as **TAX ASSESSOR OF SAMPSON COUNTY**, and that I will not allow my actions as Assessor to be influenced by personal or political friendships or obligations, so help me God.

Sworn to and subscribed before me
this 12th day of July, 2021.

Susan J. Holder
Clerk, Board of Commissioners

NORTH CAROLINA

SAMPSON COUNTY

I, **James E. Johnson** do solemnly swear (or affirm) that I will support and maintain the Constitution and Laws of the United States, and the Constitution and Laws of North Carolina not inconsistent therewith, and that I will faithfully discharge the duties of my office as **TAX COLLECTOR OF SAMPSON COUNTY**, and that I will not allow my actions as Tax Collector to be influenced by personal or political friendships or obligations, so help me God.

Sworn to and subscribed before me
this 12th day of July, 2021

Susan J. Holder
Clerk, Board of Commissioners

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 3 (b)

Meeting Date: July 12, 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
	<input type="checkbox"/>		<input type="checkbox"/>	

SUBJECT: Tax Settlement and Charge to Tax Collector

DEPARTMENT: Tax

PUBLIC HEARING: No

CONTACT PERSON(S): Jim Johnson, Tax Administrator

PURPOSE: To hear annual settlement of taxes for FY 2020-2021 and charge Tax Collector with collection of FY 2021-2022 taxes

ATTACHMENTS: Tax Charge

BACKGROUND:

Annually, the Tax Administrator must provide a settlement of taxes for the previous fiscal year before being charged with the collection of the current year taxes. Tax Administrator Jim Johnson will provide the tax settlement information.

RECOMMENDED ACTION OR MOTION:

Motion to accept settlement and charge Tax Collector with collection of taxes for FY 2021-2022

Sampson County
Office of Tax Collector

Clinton, N.C. 28329-0207

Phone 910-592-7081
Fax 910-592-4865

P.O. Box 207

To: Ed Causey, County Manager
From: Jim Johnson, Tax Administrator
Date: June 29, 2021
Subject: Annual Tax Settlement

According to GS 105-373, after July 1 and before being charged with collection of taxes for the current fiscal year a preliminary report on the previous fiscal year must be reported to the governing board.



State of North Carolina
County of Sampson

To the Tax Collector of the County of Sampson:

You are hereby authorized, empowered and commanded to collect the taxes set forth in the tax records filed in the Sampson County Tax Office and in the tax receipts herewith delivered to you, in the amount and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the County of Sampson, and this order shall be a full and sufficient authority to direct, require and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law.

Witness my hand and official seal, this 12th day of July, 2021.

Chairman, Sampson County Board of Commissioners

ATTEST:

Clerk to the Board of Commissioners

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 3 (c)

Meeting Date: July 12, 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: Emergency Services - Request for Update to 5-Mile and 6-Mile District Maps for Harrells Fire Department (does not impact response or tax districts)

DEPARTMENT: Emergency Services

PUBLIC HEARING: No

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

PURPOSE: To consider approval of revised 5-mile and 6-mile insurance district maps for Harrells Fire Department

ATTACHMENTS: Memo; Insurance District Map

BACKGROUND:

Providing an accurate insurance district map is required for a fire department's rating classification process. Harrell's Fire Department recently finished construction of their second satellite station which requires the insurance district map to be redrawn illustrating their 5- and 6-mile insurance districts. The map must be approved by the Board of Commissioners and then forwarded to the Department of Insurance for subsequent approval.

This action does not impact the fire response or fire tax districts.

RECOMMENDED ACTION OR MOTION:

Approve the new insurance district map as presented, subject to final approval by the State Department of Insurance

M E M O R A N D U M :

TO: Susan Holder

FROM: Kevin Hairr, Interim Emergency Services Director

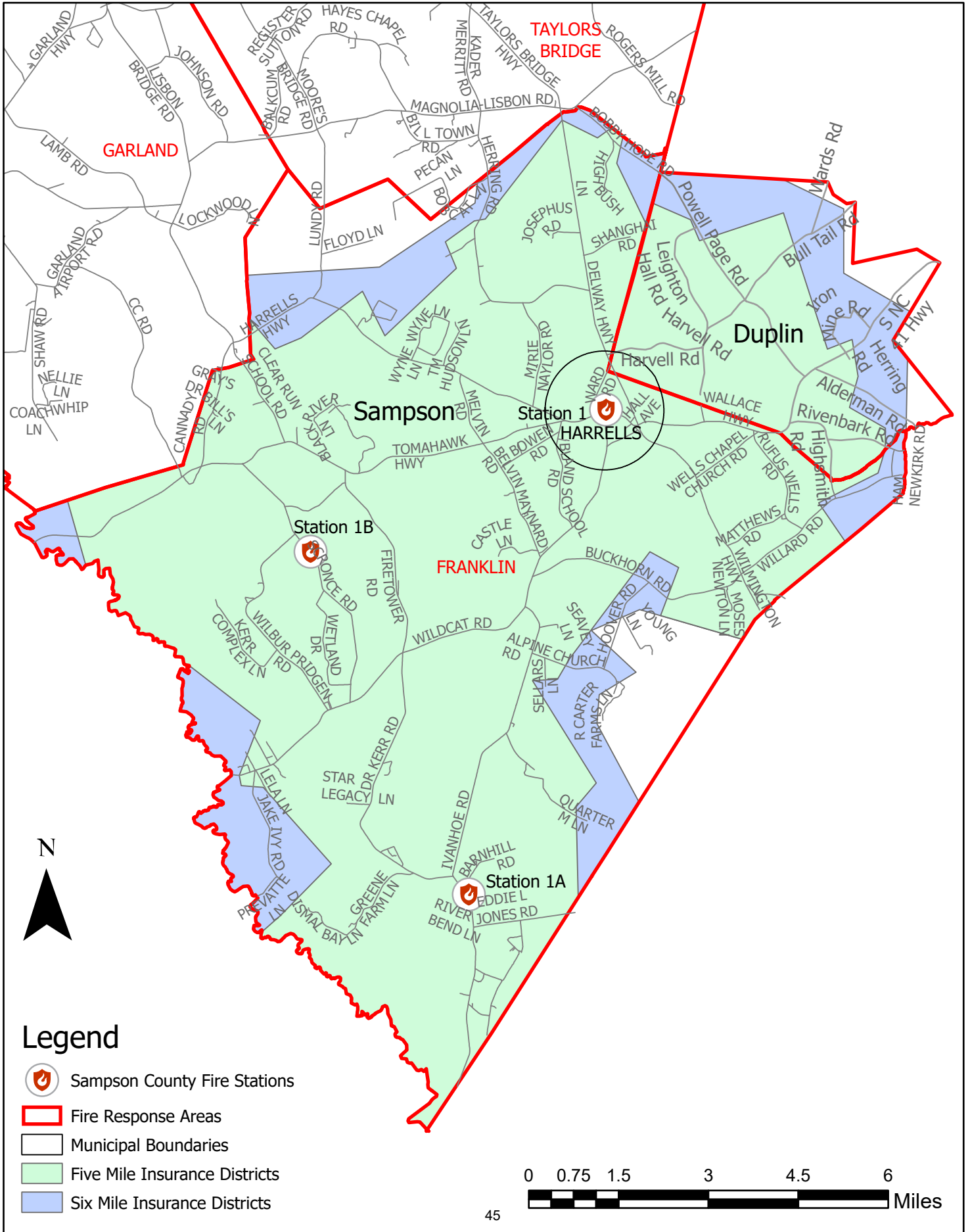
DATE: June 22, 2021

SUBJECT: **Harrell's Fire Department Insurance District Map Update**

As part of the Office of State Fire Marshal's inspection of fire departments, providing an accurate insurance district map is required for their rating classification process. Harrell's Fire Department recently finished construction of their second satellite station which requires the insurance district map to be redrawn and approved by the board of commissioners showing their 5- and 6-mile fire response districts. Attached you will find the newly drawn 5- and 6-mile boundaries for the Harrell's fire district. Can this be placed on the consent agenda for the board of commissioners next meeting?

KH

Harrells Volunteer Fire Department Insurance Boundaries



**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 3 (d)

Meeting Date: July 12, 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: Designation of Voting Delegate for NCACC Conference

DEPARTMENT: Governing Body

PUBLIC HEARING: No

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

PURPOSE: To designate board member (or Manager) to serve as voting delegate at business session of NCACC Annual Conference, August 14, 2021 in New Hanover County

ATTACHMENTS: Voting Delegate Form

BACKGROUND:

The North Carolina Association of County Commissioners Annual Conference will be held on August 12-14, 2021 in New Hanover County. The Board needs to determine which of its members will be attending and which of its attendees should be designated as the Board's voting delegate for the business session of the conference. The voting delegate can be a commissioner or the County Manager.

RECOMMENDED ACTION OR MOTION:

Designate an individual to serve as the County's voting delegate and/or alternate delegate at the NCACC Annual Conference



Designation of Voting Delegate to NCACC Annual Conference

I, _____, hereby certify that I am the duly designated voting delegate for _____ County at the 114th Annual Conference of the North Carolina Association of County Commissioners to be held during the Annual Business Session on August 14, 2021, at 12:45 p.m. in New Hanover County.

Voting Delegate Name: _____

Title: _____

In the event the designated voting delegate is unable to attend, _____ has been selected as _____ County's alternate voting delegate.

Alternate Voting Delegate Name: _____

Title: _____

Article VI, Section 2 of our Constitution provides:

“On all questions, including the election of officers, each county represented shall be entitled to one vote, which shall be the majority expression of the delegates of that county. The vote of any county in good standing may be cast by any one of its county commissioners who is present at the time the vote is taken; provided, if no commissioner be present, such vote may be cast by another county official, elected or appointed, who holds elective office or an appointed position in the county whose vote is being cast and who is formally designated by the board of county commissioners. These provisions shall likewise govern district meetings of the Association. A county in good standing is defined as one which has paid the current year's dues.”

Please return this form to Alisa Cobb via email by **Monday, August 9, 2021** close of business:

Email: alisa.cobb@ncacc.org

NORTH CAROLINA'S
SAMPSON COUNTY
OFFICE OF EMERGENCY SERVICES

MEMORANDUM:

TO: Ms. Susan Holder, Assistant County Manager

FROM: *KH* Kevin Hairr, Emergency Services

DATE: June 21, 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 1749 1116 79 142 Miry Creek 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

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, July 12, 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	PROPOSED NAME
PVT 1749 1116 79 142	Miry Creek 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 July 12, 2021 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.

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)



CHRIS FANN, CLERK
EX OFFICIO JUDGE OF PROBATE

CLERK OF SUPERIOR COURT
SAMPSON COUNTY
CLINTON, NC

CHARLES H. HENRY
SENIOR RESIDENT SUPERIOR COURT JUDGE



June 1, 2021

**Mr. Clark Wooten, Chairman
Sampson Co. Board of Commissioners
406 County Complex Rd.
Suite 120
Clinton, NC 28328**

RE: JURY COMMISSION

Dear Chairman Wooten:

We respectfully ask that the Sampson County Board of Commissioners appoint someone to serve on the Jury Commission in Sampson County for the next biennium.

Thank you for your assistance in this matter.

Sincerely,

**Chris Fann
Clerk of Superior Court**

cc: Edwin Causey, County Manager

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 4

Meeting Date: July 12, 2021	<input type="checkbox"/> Information Only <input type="checkbox"/> Report/Presentation <input type="checkbox"/> Action Item <input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Public Comment <input type="checkbox"/> Closed Session <input type="checkbox"/> Planning/Zoning <input type="checkbox"/> Water District Issue
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SUBJECT: Consent Agenda

DEPARTMENT: Administration/Multiple Departments

ITEM DESCRIPTIONS/ATTACHMENTS:

- a. Approve the minutes of the June 7, 2021; June 15, 2021; and June 22, 2021 meetings
- b. Award the bid for the Department of Aging’s Nutrition Program to Gibbs Management, the lowest responsive/responsible bidder at \$3.95 (congregate cost per meal-124), \$4.35 (home delivered cost per meal-150), and \$.35 (low sodium cost per snack-30)
- c. Accept Supplemental Nutrition Funding in the amount of \$39,949 and authorize execution of associated agreements and funding plan
- d. Award the bid for the Clinton-Sampson Airport FBO Apron Rehabilitation Project to Highland Paving Company, LLC and authorize execution of the associated contract documents
- e. Approve an extension of the lease between the County and USDA for 5,620 square feet of space at 80 County Complex Road from January 1, 2022 through December 31, 2024
- f. Authorize execution of the Cooperative Service Agreement between USDA/ APHIS/Wildlife Services and Sampson County for Beaver Management Assistance Program Services
- g. Approve the Tax Department’s request for destruction of certain records pursuant to the County’s Records Retention and Disposition Schedule
- h. Authorize the execution of the Detention Center equipment maintenance contract between Sampson County and Cornerstone Detention Products, Inc.
- i. Declare as surplus and authorize sale of discarded Emergency Services Motorola XTL2500 Mobile and Portable radios to Sunny Communications
- j. Approve the delinquent property tax exemption requests for Horace Bass and Stanley William Coombes

(continued next page)

- k. Authorize the waiver of late list penalties for business personal property listings for Clinton Mechanical Contractors, Inc.; Barefoot's Lot Clearing, Inc.; Miller Control & Manufacturing Co., Inc.; David H. Hobson, Attorney at Law; Big Blue Store of Clinton, Inc.; and Baldwin & Hodge, LLP
- l. Approve the tax refunds and releases as submitted
- m. Approve budget amendments as submitted

RECOMMENDED ACTION OR MOTION:

Motion to approve Consent Agenda as presented

The Sampson County Board of Commissioners convened for their regular meeting at 6:00 p.m. on Monday, June 7, 2021, in the County Auditorium, 435 Rowan Road in Clinton, North Carolina. Members present: Vice Chairperson Sue Lee, and Commissioners Thaddeus Godwin, Jerol Kivett, and Lethia Lee. Absent: Chairman Clark Wooten.

Vice Chairperson Lee called the meeting to order and called on County Manager Ed Causey 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 Lethia Lee, the Board voted unanimously to approve the agenda with the following changes: add to Consent Agenda Home and Community Care Block Grant Provider Summary; add to Consent Agenda item (d) an additional CDBG-NR policy: Section 504 Compliance Officer/Grievance Procedure.

Item 1: Presentations

Presentation of a 2021 NCPTA Safety Award to Sampson Area Transportation Sampson Area Transportation Director Ro Oates-Mobley introduced David Rhew, Director of NC Public Transportation Association, who presented Sampson Area Transportation with a 2021 NCPTA Safety Award and recognized staff members for the accomplishment.

Item 2: Planning & Zoning Matters

Consideration of Preliminary Plan for Taylors Creek Phase III (21-lot, R) Located on Autry Mill Road Senior Planner Austin Brinkley reviewed the request for approval of the preliminary plan for the 21-lot Taylors Creek Phase III Subdivision, located on Autry Mill Road. Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Godwin, the Board voted unanimously to approve the preliminary plan for Taylors Creek Phase III, as recommended by the Planning Board.

Amended Planning Board Rules of Procedure Implementing Changes Required by NCGS Chapter 160D Senior Planner Austin Brinkley presented the proposed amendments to the Planning Board's Rules of Procedure, implementing the changes required by NCGS Chapter 160D. Upon a motion made by Commissioner Kivett and seconded by Commissioner Godwin, the Board voted unanimously to approve the amended Rules of Procedure as recommended by the Planning Board.

Item 3: Action Items

Public Hearing – Proposed Budget for FY 2021-2022 Following a brief review of the public comment guidelines provided by Assistant County Manager Susan Holder, Vice Chairperson Sue Lee called the hearing to order and open the floor for comment. The following were received:

Wendy Taylor: Thank you for the opportunity to address the Board of Commissioners. My name is Wendy Taylor granddaughter of a former Sampson County commissioner who used to sit in one of those seats, J. Homer Butler. He helped mold me into who I am today and growing up he taught me that if I wanted change that I had to be the change. So here I am. He's probably looking down saying, "Oh Lord. Here she goes." To give you a little background on me. In middle school I played at Fisher Drive, softball there. That led to me playing four years at Lakewood High and several summers in the co-ed league in Garland during my high school years. After having children of my own I coached for several years in Garland when my boys were young and played there. And now my granddaughter will be playing her first T-ball game there Thursday night and I invite each and every one of you to join me at 7 p.m. so you can see just how many people, kids and adults, that benefit from this league. I am a retired teacher now but still substitute regularly for Sampson County schools. Before retiring I taught at Clear Run Middle, Union Middle, Midway High and Union High. I consider the Union district my home because the people in this end of the county are great and I love working with them and I am here tonight as an advocate for the kids of the district I call home. This past year has been extremely difficult on everyone as you know. Life was turned upside down in the blink of an eye. Shutdowns, masks, remote learning, social distancing; there was no such thing as normal anymore. What we thought was 2 weeks to slow the spread ended up being a full year of everyone's life. While it was only inconvenient for some of us, we now know the children were the most profoundly affected by the madness. They were scared and isolated for far too long. Over the course of the year, I have seen too many children in the Garland area wandering the streets with idle time. Parks were shut down and there was absolutely nothing for them to do. So, when I learned that the softball league in Garland was a go for this year I was overjoyed. This little, small town league has been going strong since 2016 when the late Judy Smith, a town commissioner had the vision to bring it back after the county recreation department vacated it roughly 10 years earlier. There are around 100 kids currently playing. Volunteer sponsorship pays for t-shirts and other supplies. Coaches use their own money to buy bats and supplies for their team. The town of Garland helps by paying the light bill and keeping the grounds outside of the field maintained. Local volunteers keep the grass cut and fields ready for practices and games. There is quite a network of people chipping in to make this possible. The registration fee is a very affordable \$5 - not \$35 - and all of the games are played right there in Garland where many players can walk to the park while others only have a few miles to drive. All of this is made possible by volunteers and donations from generous businesses, which

leads me to why I'm here tonight. As a taxpayer in the sometimes-forgotten end of the county I always question when I make that check out to Sampson county tax Collector, what am I getting for my money? And the honest answer is bare minimal services. No garbage collection. No County water. No sewer. No discount on homeowner's insurance because I'm over 5 miles from a fire station. There's no such thing as internet or cable options. If I dial 911 maybe a sheriff's deputy is there within 30 mins if I'm lucky and if I need medical attention I just hope the one medical unit is not on someone else's call. The Southern end of the county has sadly been forgotten in a lot of ways and it's always been that way. I'm here to ask our commissioners to invest a little in our part of the county. The people living in Garland don't have the economic advantages the rest of the county has. The kids in this district need this park and its league to continue. We have lights and fencing that need repairing. We would love for our facilities to be as nice as the ones in Newton Grove or Roseboro, or any of the other recreational parks funded by our tax dollars. The last year has been rough on us all. (Vice Chairperson Sue Lee informed Ms. Taylor that her allotted time had expired) So I am asking is board to show this struggling town, down in the lower end of the county where we don't have a lot, we don't get a lot - to show us that we haven't been forgotten down there and to help finance the much-needed recreational facility for the kids to have an outlet. Thank you. And I will be emailing this along with some pictures from the park to show you, because I know I had to go through it fast and I missed some of it and I was out of time so I will email this to each of you so you can see pictures. And I invite each of you to come down on any given night and see the number of people that it serves.

Brook Taylor: I'd like to thank you for letting me come out and speak with you guys tonight. My name is Brook Taylor and I am a coach and a parent of a t-ball player in Garland. I have a total of 12 children on my team. The Garland League has a total of two t-ball teams and together we coach 24 kids. I've learned a lot about these children and their families since our first practice on May 10th. Upon registering my daughter, I asked the Chairman of the league if there was any help that was needed and his response was, "please". I was happy to volunteer and mentor these children. This is not only their first year playing but my first year coaching. I'm here tonight to reach out to you to ask you about targeted funds that will benefit and be specific to the Garland Softball League or any softball related projects that will happen in Garland. The families that come from my end of the county are struggling economically, low income, or receiving governmental assistance. The families in our town go beyond for our children. They attend every practice and go out of their way to volunteer any help. I previously stated that I am a mother of a player. I stay at home with my two children and my husband is our bread winner. Only having one income, I went out and purchased throw-down bags, balls, and a batting tee so the children could learn to hit off of a tee and run the bases. All of these were not provided and came out of my own pocket as well as the other coaches. The children have been socially isolated for the past year. For half of the year our kids couldn't even go play on a playground or step foot on a field. We as adults know how important socialization is for our mental health. Could you imagine being trapped inside with no where to go and no

one your age to interact with? It's heartbreaking. At the age they are they need some sort of interaction with kids their age. I know my daughter does. COVID put a halt on her attending pre-school this year and when we heard that the Garland League was registering kids to play, I was so happy that my daughter would have an outlet to make new friends. Just last Wednesday the coach and I put our heads together to ask the parents at the last minute to bring the kids to the park to scrimmage. Every parent immediately replied with yes. Not only were there parents out there, there were grandparents, cousins, friends, coaches, citizens of Garland out there watching our kids play. They had the best time watching the kids and there were smiles on every sideline. The league is very important to me not just because my daughter plays, but because its all Garland has. We no longer house a dance studio, we barely have a safe play area for our kids to play on. And studies show that playing sports as a young adolescent not only shapes them into the success in the future, but also success in the classroom. As parents we strive for our children to be more successful than we are. The more we build on to this league, the less kids we're going to have roaming the streets in Garland, participating in illegal activities. We play every Thursday night at 7 o'clock on the main field. I ask you to please come out and watch these kids and interact and get to know the parents of your county. I do thank you and I stand before you tonight in hopes that you can hear the cry for the help that our town and children need. Thank you.

Vice Chairperson Sue Lee asked if any other comments were received via mail or email. Susan Holder confirmed that none were received. The hearing was closed.

Public Hearing - Economic Development Expenditures in Proposed Budget for FY 2021-2022 Vice Chairperson Sue Lee called the hearing to order and opened the floor for comments. None were received. She then asked if any comments had been received via mail or email, and the Clerk confirmed that none had been received. The hearing was closed.

The Board agreed to schedule budget planning sessions on Tuesdays, June 15th and 22nd at 6 p.m. in the Administration Building Conference Room, 406 County Complex Road, Clinton, NC.

Public Hearing - Naming of Private Roads The Chairman opened the hearing and called upon Assistant County Manager Susan Holder who reviewed the recommendations for naming certain private roads as follows:

PVT 1446 5404 161	Heron Court
PVT 1832 907	Country Cove Lane
PVT 1146 3087	Bradsher Farm Lane
PVT 1602 Murray Farms (Road A)	Tiger Paw Lane
PVT 1602 Murray Farms (Road B)	Sanford Lane
PVT Murray Farms (Road C)	Stegman Lane
PVT Murray Farms (Road D)	Athens Lane

Upon a motion made by Commissioner Kivett and seconded by Vice Chairperson Sue Lee, the Board voted unanimously to name the private roads as recommended.

Approval of Amendments to Ordinances Implementing Rules and Regulations of Sampson County Water and Sewer Districts I and II Public Works Director Lin Reynolds provided a brief historical overview of the water system and the challenges causing the amendments to the ordinance, noting increased operation costs and outdated equipment as primary challenges. Upon a motion made by Commissioner Kivett and seconded by Commissioner Godwin, the Board voted unanimously approve the amendments as presented.

County Attorney Joel Starling advised the Board that the item will need to be added to the Consent Agenda of the July 12, 2021, regular scheduled meeting, for a second reading when all board members are present to vote.

Consideration of Execution of a Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation The item was tabled to the July 12, 2021, meeting when all board meetings are present for discussion.

Convention and Visitors Bureau Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Kivett, the Board voted unanimously to appoint Wally Bashlor, Roland Hall, and Shawn Hobbs.

Aging Advisory Council Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Godwin, the Board voted unanimously to appoint Clark Hales.

Economic Development Commission Advisor Board Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Kivett, the Board voted unanimously to appoint Bartley Warren and Gary Mac Herring.

Item 4: Consent Agenda

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

- a. Approved the minutes of the May 3, 2021 and May 24, 2021 meetings
- b. Authorized execution of the Juvenile Crime Prevention Council Certification for FY 21-22 (Copy filed in Inc. Minute Book ____ Page ____.)
- c. Adopted a Resolution of Support for the Building Reuse Program application for Project Keegan (Copy filed in Inc. Minute Book ____ Page ____.)

- d. Approved documents associated with the CDBG-NR grant program: Equal Employment and Procurement Plan, Language Access Plan, Program Policies, Project Ordinance, Recipients Plan to Further Fair Housing, Residential Anti-Displacement and Relocation Assistance Plan, Section 3 Plan and Section 519 Resolution, and Section 504 Compliance Officer/Grievance Procedure (Copies filed in Inc. Minute Book ____ Page ____.)
- e. Approved execution of the Contract to Audit Accounts between Sampson County and W. Greene PLLC for the fiscal year ending June 30, 2021 (Copy filed in Inc. Minute Book ____ Page ____.)
- f. Approved the Financial Conflict of Interest Policy associated with Sampson County Emergency Management's participation in the RACE CARS trial on pre-hospital cardiac arrest protocols (Copy filed in Inc. Minute Book ____ Page ____.)
- g. Approved the execution of the Memorandum of Understanding between Sampson County (via Sampson County Health Department) and the Sampson County Child Advocacy Center (Copy filed in Inc. Minute Book ____ Page ____.)
- h. Approved the delinquent-filed property tax exemption for Whosoever Will Disciples of Christ Church
- i. Approved tax refunds and releases as submitted:

#9575	Michael Warren	\$102.52
#9558	Michelle House	\$136.39
#9587	Timothy Pope	\$307.20
#9589	Romeo Johnson	\$103.36

- j. Approved budget amendments as submitted:

<u>EXPENDITURE</u>		Juvenile Crime Prevention Council		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
05558310	510000	JCPC Administration	\$6,137.00	
05558310	561002	JCPC Mediation Program	\$47,955.00	
05558310	561011	JCPC Temporary Shelter Program		\$16,800.00

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
05435831	303612	Grant Dept of Public Safety	\$37,292.00	

<u>EXPENDITURE</u>		Elections		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11141700	534300	Election Expense	\$10,668.00	
11141700	526200	Departmental Supplies	\$48,354.00	
11141700	526201	Dept. Supplies Equipment	\$8,198.00	
11141700	551000	Capital Outlay	\$7,038.00	

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11034170	402600	HAVA	\$74,258.00	

<u>EXPENDITURE</u>		Sheriff		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11243100	581000	Transfer to State Agency (Weapon)	\$7,000.00	

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11034310	404115	Concealed Weapons Fee	\$7,000.00	

<u>EXPENDITURE</u>		Communicable Disease		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
12551250	523900	Medical Supplies	\$50.00	

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
12532125	408900	CD-Misc Revenue	\$50.00	

<u>EXPENDITURE</u>		Animal Shelter		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11243800	526200	Departmental Supplies	\$1,287.00	

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11034380	408401	Donations	\$1,287.00	

- k. Approved the Proposed Capital Budget Expenses 2021-22 document submitted by Sampson County Schools (does not obligate allocation of funding; adopted budget ordinance document will authorize final allocation) (Copy filed in in Inc. Minute Book ____ Page ____.)

(walk-on) Approved the Home and Community Care Block Grant Provider Services Summary as submitted. (Copy filed in in Inc. Minute Book ____ Page ____.)

Consent Agenda, Board of Health

- l. Approved revisions to the Health Department fee schedule as recommended by the Health Advisory Board
- m. Wrote off as uncollectible certain delinquent accounts, as submitted
- n. Approved the Environmental Health Quality Assurance Policy (Copy filed in in Inc. Minute Book ____ Page ____.)
- o. Approved the Environmental Health Prioritization Policy (Copy filed in in Inc. Minute Book ____ Page ____.)

Item 5: Board Information (Board of Health Items)

- a. Health Advisory Board Meeting Minutes for March 15, 2021 and March 29, 2021
- b. Environmental Health QA Summary

Item 6: County Manager's Report

County Manager Ed Causey reminded the Board of the hiring of Ms. Kelsey Edwards as the new Library Director and Mr. Richard Sauer as the new Emergency Management Director. Both are expected to be officially introduced at a later date.

Item 7: Public Comment Period

Following a brief review of the public comment guidelines provided by Assistant County Manager Susan Holder, Vice Chairperson Sue Lee opened the floor for comment. The following were received:

Alan Williams: Thank you all for letting me speak. My concern is three-fold. This is a budget request item. It's a public safety item. And it's a first responders safety item. But there was a line item from EMS Supervisor Erick Herring for \$230,000 to hire six paramedics in this county. Right now there are six advance life support units in this county. Only six. From Highway 24 North, there's five; two in Clinton and three stays in the northern end of the county. 24 South there's only one. The issue is when that EMS 77 unit goes out on a call, we're at zero. \$230,000 to hire 6 paramedics that can save lives is a small price to pay for what needs to be done. That's not the fix. That won't fix the EMS problem here in the county but it's a start. Back during football season a young man from Charlotte was playing football at Harrells and broke his collar bone. He laid on the football field for 45 minutes. I sat there with him with his parents. That's unacceptable. There was a wreck a few weeks ago in Harrells. The EMS unit came from Newton Grove. Three patients that needed to be transported sat on the side of the road for 45 minutes waiting on an ambulance. Unacceptable. Saturday we were at a fire in Garland. The firefighters were getting their rehab and getting checked out by EMS and there was another EMS call in Garland. My assistant chief looked at me and said what do I do? Do I keep the truck here or do I let it go? I said you let it go. They are advance life supporters, they are paramedics, they are not EMTs, they are not firefighters like us. When we're called, we go, we can go perform life saving measures. We need those advance life support units. So I'm asking that you reconsider that request. It was not recommended in the proposed budget that I saw. Mr. Wooten and Mr. Causey we had this discussion in a Fire Commission meeting. I'll answer any question that you have. The EM Supervisor at this time, Erick Herring and Kevin Hairr can get you any number that you need. I've seen it first-hand. We're going to hurt somebody in this county. I told Mr. Clark Wooten that we're going to kill somebody in this county the direction we're going. We see it out there every day. I just stronger urge you to reconsider and please add those six paramedics. That won't get but one truck but that's one that we

don't have. When that one truck is gone that's it. There's nothing. I don't have anybody to call for help.

Commissioner Lethia Lee added by noting that she had recently experienced a wait time of 45 minutes while in need of emergency assistance for a family member, which she noted was unacceptable.

Alan Williams: From the public safety standpoint and a first responder, so you've got that truck coming from Newton Grove driving more aggressively than they will normally drive trying to make up that difference. See that's where we're going to hurt somebody.

Commissioner Jerol Kivett shared that he had experienced a long delay during a past incident and that response times have since improved. He continued by asking Mr. Williams what he thought will be a long-term solution.

Alan Williams: The long-range plan will probably be if they add three trucks in this county over a period of time. Would you agree with that Mr. Causey? We can't do it all at one time, but the issue right now is from Clinton south, when that unit is either gone to New Hanover or wherever it goes, we don't have anybody there.

Commissioner Kivett asked if three trucks will be the solution.

Alan Williams: I think, in my opinion, and of others, that three trucks, which will be nine paramedics, I think that would address all the problems. For the foreseeable future, but to fix the immediate need, my concern was that if this doesn't get added back to the budget for this year then we are going to go a whole year without that one truck.

Commissioner Kivett asked if \$5,500,000 was currently in the budget for this cause. Mr. Causey stated that the request for six paramedics was noted in the proposed budget, however, staff had determined to "hold the request for paramedics in abeyance and do an in-depth review over the next year. We want to review schedules, headquarter locations, data on calls, better utilization of the volunteers, etc. and respond to our potential needs in the most proactive and responsible manner possible. We will then recommend additional positions as needed", as noted in the budget message. He continued by noting that staff acknowledges the need, however, staff desires to conduct an in-depth review of the current system in order to be able to ensure changes are targeted and as fiscally responsible as possible.

Commissioner Kivett continued by asking Mr. Williams to clarify the statement made regarding the County killing someone.

Alan Williams: Just say we're at a structure fire and I have two firefighters inside that actively fighting fire and when they come out and when they need help. By the county

contract, there's supposed to be an EMS advance life support transport unit on that scene when we're actively fighting fire, at every structure fire in the county.

Commissioner Kivett asked if the lack of equipment would result in a non-response in the event there were simultaneous fire events.

Alan Williams: There are six units in the county right now, so if there is a structure fire that ties one of them up it is dedicated to that fire.

Commissioner Kivett asked if there is a 7th fire event would that result in a non-response.

Alan Williams: We would have to land a helicopter or bring somebody from Duplin, Pender, or Bladen. That's the issue. The magic number we would have to do the study to find out. We wouldn't want to go out and hire 20 paramedics and add six trucks if that is not what we needed. But where I told Commissioner Wooten where we were going to kill somebody is that there is nobody. That truck the other day that had to wait 45 minutes. We sat there with them three kids on the side of the road. We can't do chest compressions for 45 minutes and have a viable patient. That's the issue. There was an electrocution a while back and never in my life had I mashed an AED and it said to shock the patient. I shocked the patient and life comes back in the patient, but without that EMS unit there that young man wouldn't have made it. We don't carry the equipment, the drugs, what they need to save lives.

G.H. Wilson (Board of Elections): I am G.H. Wilson with the Sampson County Board of Elections and I have with me tonight Dwight Williams and our Director Niya Rayner. Niya stand up. This young lady filled in a spot last year in probably the biggest election we've had in my lifetime, and she did a great job. She started working July-August and she went through that election, run-off, and recount and everything and she did a real good job. And if you haven't met her I want you to meet her. Go over there and talk with her. But we three met with Mr. Causey and David Clack a couple of months back and discussed the possibility of finding a place that will be more room for our election staff. And I want to thank you for listening to our request and allowing us to swap places with the Veterans Office. It will give us much more space to work in and to store our voting records. But, we are concerned about the early voting. We may be fine in the municipal elections this year and may be in the primary next Spring. But we're concerned about the fall elections and 2024 presidential election. We feel that we may be cramped in there and people having to wait outside in inclement weather or something like that you know. Over 9,000 people voted early last year in Clinton at the Badcock building, which is 32% of the people that voted in the whole county the whole time. We just figured that we may not have enough room for them at the Veterans Office and we would like a permanent place that we can have Early Voting every year. A designated place. We don't have to have that for offices, but we do need a bigger place for early voting. We would really appreciate it if you could help us look into this. Our Board is having discussions about how to reduce the polling places especially around the city of

Clinton. There's five precincts in Clinton and then one at the armory for Kitty Fork. That's six places within 10 miles that we are voting. Now I'm not talking about changing the precincts, I'm just talking about reducing the polling places because with that we could use less people in the voting. This year we tried to use 12 according to the State. It's just hard to find 23 polling places times 12 people. I want to make sure that you understand that I am not talking about cutting down precincts. I'm just talking about cutting down polling places. We've got two polling places within 100 yards of each other just about. It's something that we would like you to look at. 17 days of early voting is a lot of time for folk to vote and a permanent place for early voting in the city of Clinton we feel would help us tremendously and be a benefit to the people of Sampson County.

Commissioner Kivett commended Director Niya Rayner for the performance during the 2021 general election.

Recess to Reconvene

Upon a motion made by Vice Chairperson Sue Lee and seconded by Commissioner Kivett, the Board voted unanimously to recess to reconvene on June 15, 2021 at 6 p.m. in the Administration Building Conference Room.

Clark H. Wooten, Chairman

Susan J. Holder, Clerk to the Board

The Sampson County Board of Commissioners convened for a recessed meeting at 6:00 p.m. on Tuesday, June 15, 2021 in the Conference Room of the County Administration Building, 406 County Complex Road, Clinton, NC. Members present: Chairman Clark Wooten, Vice Chairperson Sue Lee, and Commissioners Thaddeus Godwin, Jerol Kivett and Lethia Lee.

Chairman Wooten reconvened the meeting and called upon Vice Chairperson Lee for an invocation and to lead the Pledge of Allegiance.

BUDGET WORK SESSION

Finance Officer David Clack reviewed corrections and changes made to the proposed budget since its presentation, noting that the total budget remained the same.

Commissioner Lethia Lee discussed requests from the Garland and Harrells community for funding for recreation. She moved that each town be allocated \$5,000, with staff to determine the source of the funding. The motion failed for lack of a second.

Upon a motion made by Commissioner Godwin and seconded by Commissioner Kivett, the Board voted unanimously to direct staff to prepare the budget ordinance with the amended budget as reviewed by staff.

Adjournment

Upon a motion made by Commissioner Kivett and seconded by Vice Chairperson Lee, the Board voted unanimously to recess to reconvene on June 22, 2021 at 6:00 p.m. in the County Administration Building Conference Room.

Clark H. Wooten, Chairman

Susan J. Holder, Clerk to the Board

The Sampson County Board of Commissioners convened for a recessed meeting at 6:00 p.m. on Tuesday, June 22, 2021 in the Conference Room of the County Administration Building, 406 County Complex Road, Clinton, NC. Members present: Chairman Clark Wooten, Vice Chairperson Sue Lee, and Commissioners Thaddeus Godwin, Jerol Kivett and Lethia Lee.

Chairman Wooten reconvened the meeting and called upon Commissioner Lethia Lee for an invocation, Vice Chairperson Lee led the Pledge of Allegiance.

Adoption of Budget for Fiscal Year 2021-2022

Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Godwin, the Board voted unanimously to adopt the budget ordinance for Fiscal Year 2021-2022. (Copy filed in Ordinance Book _____, Page _____.)

Scheduling of Water Work Session

After reviewing their calendars for availability, the Board agreed to hold a work session on public water system matters on July 27, 2021 at 4:00 p.m. in the Administration Building Conference Room.

Consideration of Year End Budget Amendments

Upon a motion made by Commissioner Kivett and seconded by Commissioner Godwin, the Board voted unanimously to approve the following budget amendments:

<u>EXPENDITURE</u>		City Schools Capital Outlay		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11659110	555030	Capital Outlay Cat 1	235,252.00	
11659110	555031	Capital Outlay Cat 2	136,520.00	
19959110	582096	Transfer to General Fund		371,772.00
<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11035911	409612	Transfer for School Capital Res	371,772.00	
19932320	409900	Fund Bal Appropriated	371,772.00	
<u>EXPENDITURE</u>		City Schs Supplemental Current Exp		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
26659100	581001	Transfer to City School	25,000.00	
<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
26031840	41200	Current Year Taxes	25,000.00	

<u>EXPENDITURE</u>		Parks and Recreation		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11761201	526215	Sports Programs	400.00	
<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11036120	408402	Donation	400.00	
<u>EXPENDITURE</u>		Sheriff		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11243100	581000	Transfer to State Agency (weapon)	20,000.00	
<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11034310	404115	Concealed Weapons Fee	20,000.00	

Consideration of Execution of Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation

Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Kivett, the Board voted to go into Closed Session pursuant to G.S. 143-318.11(a)(3) to discuss (1) the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation; and (2) the Purdue Pharma Chapter 11 Bankruptcy Plan.

In Closed Session, County Attorney Joel Starling briefed the Board on matters related to opioid litigation and action which may be required related to matter given the bankruptcy plan for Purdue Pharma.

Upon a motion made by Commissioner Kivett and seconded by Vice Chairperson Lee, the Board voted unanimously to come out of Closed Session. No action was taken.

Adjournment

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

Clark H. Wooten, Chairman

Susan J. Holder, Clerk to the Board

NORTH CAROLINA'S
SAMPSON COUNTY
 Department of Parks, Recreation, & Aging Services

MEMO

TO: Board of Commissioners
 From: Dana Hall, Parks, Recreation, & Aging Director
 Date: June 29, 2021
 Subject: 2021-2022 Food Services Bid

Sampson County solicited bids for food services for the Sampson County Department of Aging's Nutrition Program on April 6, 2021. The announcement was published in the Sampson Independent, posted on the County's website and posted on the North Carolina Department of Administration, Historically Under-utilized Business website on April 7, 2021.

Bid information was mailed/mailed to a total of ten potential bidders, with a bid due date of April 22, 2021. Bids were received from two vendors, Gibbs Management and Diamond Food Enterprises as noted in the table below.

Received From	Unit Price		
	Congregate Cost per Meal 124 meals	Home Delivered Cost per Meal 150 meals	Low Sodium Snack Cost per Snack 30 snacks
Gibbs Management	\$3.95	\$4.35	\$.35
Diamond Food Enterprises	\$4.12	\$4.43	\$.37

Based on the bids received. Gibbs Management was determined to be the lowest responsive, responsible bidder. We respectfully request permission to enter into contract with Gibbs Management.

FOOD SERVICES FOR THE ELDERLY NUTRITION PROGRAM

This Contract is made and entered into this the 1st day of July, 2021, by and between Sampson County, a body corporate and politic and political subdivision of the State of North Carolina (hereafter referred to as the "County"), and Gibbs Management Services Inc. a corporation duly authorized to do business in the State of North Carolina, (hereafter referred to as the "Contractor").

For and in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledge, the parties hereto do mutually agree as follows:

- 1. Scope of Services.** Contractor hereby agrees to provide the services and/or materials under this Contract pursuant to the provisions and specifications identified in "Attachment 1" (hereafter collectively referred to as "Services"). Attachment 1 is hereby incorporated herein and made a part of this Contract. Time is of the essence with respect to all provisions of this Contract that specify a time for performance.
- 2. Term.** The term of this Contract is from July 1, 2021 to June 30, 2022, unless sooner terminated as provided herein. This contract can be extended for two (2) additional one (1) year periods by mutual written agreement of the parties.
- 3. Termination for Cause.** Either party may terminate this Contract for material breach by the other Party of any of the terms or provisions of this Contract by providing the breaching party at least ten (10) days written notice in the manner provided by Paragraph 11 below, specifying the nature of the material breach. During this ten (10) day notice period, the breaching Party may cure the breach to the reasonable satisfaction of the non-breaching party. Termination of the Contract for cause shall not form the basis of a claim for loss of anticipated profits or other consequential damages by Contractor.
- 4. Termination for Convenience.** This Contract may be terminated by either party at any time by giving thirty (30) days written notice in the manner provided by Paragraph 11 below. Termination of the Contract for convenience shall not form the basis of a claim for loss of anticipated profits or other consequential damages by Contractor.
- 5. Annual Appropriations and Availability of Funds.** This Contract is subject to receipt of Home and Community Care Block Grant funding by the County as well as the annual appropriation of funds by the Sampson County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event that grant funding is not received and/or funds are not appropriated for this Contract, the County shall be entitled to immediately terminate this Contract, without penalty or liability, except the payment of all fees due hereunder up to and through the last date of service.
- 6. Payment to Contractor.** Contractor shall receive from County payment for the cost per meal as follows: Congregate meals: \$3.95 plus applicable sales tax; Home Delivered meals: \$4.35 plus

applicable sales tax; ADHC snacks: \$.35 plus applicable sales tax. County agrees to pay Contractor at the rates specified for Services performed to the satisfaction of the County, in accordance with this Contract, and Attachment 1. Unless otherwise specified, Contractor shall submit an itemized invoice to County by the end of the month during which services are performed. Payment will be processed promptly upon receipt and approval of the invoice by County. In no event shall the payments made to Contractor pursuant to this Contract exceed \$ \$325,000 .

- 7. Licensure, Certification, and Registration of Personnel.** All personnel provided or made available by Contractor to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable North Carolina law.
- 8. Confidentiality and Security.** Any client information received in connection with the performance of any service under this Contract shall be kept confidential. Contractor acknowledges that in receiving, storing, processing, or otherwise handling any confidential information, Contractor will safeguard and not further disclose client information except as permitted pursuant to this Contract and/or applicable law.
- 9. Governing Law.** This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to the Contract shall be brought in the General Court of Justice in the County of Sampson, State of North Carolina.
- 10. Good Standing With County.** Contractor certifies that it is not delinquent on any taxes, fees, or other debt owned by Contractor to County. Contractor covenants and agrees to remain current on any taxes, fees, or other debt owed by Contractor to County during the Term of this Contract.
- 11. Notices.** All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

Sampson County
Attn: David K. Clack, Finance Director
406 County Complex Rd. Suite 120
Clinton, NC 28328

Gibbs Management Services Inc.
Ryan Gibbs, President/Owner
429 Sandman Drive
Kure Beach, NC 28449

- 12. Audit Rights and Monitoring.** For all services being provided hereunder, County shall have the right to inspect, examine and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, Contractor must make the materials to be audited available within one (1) week of the request for them. The services provided pursuant to this Contract will be monitored to assure that services are being provided in accordance the Division of Aging and Adult Services monitoring Policies and Procedures.

- 13. Records Retention and Disposition.** Contractor shall maintain compliance with the NC DHHS record retention and disposition schedule and any agency-specific program schedules developed jointly with the NC Department of Cultural Resources, Division of Archives and Records. Retention requirements apply to the Home and Community Care Block Grant services provided pursuant to this Contract.
- 14. Equal Employment Opportunity and Americans With Disabilities Act Compliance.** Contractor shall comply with all federal and state laws relating to equal employment opportunity and accommodation for disabilities.
- 15. Independent Contractor.** The County and Contractor agree that the Contractor is an independent contractor and will not represent itself as an agent or employee of the County for any purpose in the performance of the Contractor's duties under this Contract. Accordingly, the Contractor will be responsible for payment of all federal, state and local taxes as well as business license fees arising out of the Contractor's activities in accordance with this Contract. For purposes of this Contract, taxes will include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.
- 16. County Not Responsible for Expenses.** County shall not be liable to Contractor for any expenses paid or incurred by Contractor, unless otherwise agreed in writing.
- 17. Equipment.** Contractor shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.
- 18. Insurance and Indemnity.** To the fullest extent permitted by laws and regulations, Contractor shall indemnify and hold harmless the County and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from Contractor's performance of this Contract or the actions of the Contractor or its officials, employees, or contractors under this Contract or under contracts entered into by the Contractor in connection with this Contract. This indemnification shall survive the termination of this Contract. In addition, Contractor shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. Additionally, Contractor shall maintain, at its expense, the following minimum insurance coverage:

\$1,000,000 per occurrence/\$2,000,000 aggregate---Bodily Injury Liability, and
 \$100,000---Property Damage Liability or
 \$1,000,000 per occurrence/ \$2,000,000 aggregate---Combined Single Limit Bodily Injury
 and Property Damage

Contractor, upon execution of this Contract, shall furnish to the County a Certificate of Insurance reflecting minimum limits stated above. The Certificate shall provide for thirty (30) days advance written notice in the event of a decrease, termination or cancellation of coverage. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be

obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interrupted as limiting the Contractor's liability and obligations under the Contract.

- 19. Compliance with Laws and Regulations.** Contractor represents that it is in compliance with all applicable federal, state, and local laws, regulations, and orders. The provision of services by Contractor pursuant to this Contract shall be carried out in strict compliance with all applicable federal, state, and local laws, regulations, and orders, including, but not limited to, the Older Americans Act of 1965, as amended (Title 42, United States Code, Chapter 35, sec. 3001, *et seq.*), Title 45, Code of Federal Regulations, Part 1321, N.C. Gen. Stat. § 143B-181.1, and N.C. Administrative Code, Title 10A, Chapter 5 and Chapter 6.
- 20. Health and Safety.** The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Agreement.
- 21. E-Verify.** Pursuant to North Carolina General Statute § 143-133.3, the County may not enter into a contract unless the Contractor, and the subcontractors under the contract, comply with the requirements of Article 2 of Chapter 64 of the General Statutes. The Contractor represents and warrants that it is in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, the Contractor warrants that any subcontractors used by the Contractor will be in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes.
- 22. Entire Contract.** This contract, including Attachment 1 and Request for Proposal shall constitute the entire understanding between County and Contractor and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.
- 23. Headings.** The subject headings of the sections are included for purpose of convenience only and shall not affect the construction or interpretation of any of its provisions. The Contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.
- 24. Existence.** Contractor warrants that it is a corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and condition of this contract.
- 25. Authority.** By execution hereof, the person signing for Contractor below certifies that he/she has read this Contract and that he/she is duly authorized to execute this Contract on behalf of the Contractor.

26. Successors and Assigns. The Contractor will not assign its interest in this Contract without the written consent of the County. The Contractor has no authority to enter into contracts on behalf of the County.

27. Prohibition Against Use of Funds to Influence Legislation. No part of any funds under this Contract shall be used to pay the salary or expenses of any employee or agent to engage in any activity designed to influence legislation or appropriations pending before Congress.

In testimony whereof, the parties have expressed their agreement to these terms by causing this Contract to be executed by their duly authorized officer or agent.

Reviewed by Department Head

Contractor: _____

By: _____

Printed Name: _____

Title: _____

This instrument has been preaudited in the manner required by the Local Government and Fiscal Control Act.

David K. Clack, Finance Director

Sampson County

By: _____

Printed Name: Clark Wooten

Chairman

Sampson County Board of Commissioners

Attachment 1

Site/Address	Average # of Congregate Meals	Average # of Home Delivered Meals	Average # of CAP Home Delivered Meals	Days of Operation
Clinton 501 Byron Butler Ct. Clinton, NC 28328	12	85 61 – Hot 24 - Frozen	3 0 – Hot 3 – Frozen	Monday-Friday
Garland 91 N. Church Ave. Garland, NC 28441	27	18 13 – Hot 5 – Frozen	1 0 – Hot 1 – Frozen	Monday- Thursday Shelf staples for HDM
Harrells 183 Bland School Rd Harrells, NC 28444	18	2 0 – Hot 2 – Frozen	0 0 – Hot 0 – Frozen	Monday- Thursday
Mingo 1358 Mingo Church Rd Dunn, NC 28334	9	6 0 – Hot 6 – Frozen	0 0 – Hot 0 – Frozen	Monday, Wednesday, Friday
Roseboro 206 NE Railroad St. Roseboro, NC 28382	24	19 8 – Hot 11 - Frozen	3 0 – Hot 3 – Frozen	Monday-Friday
Turkey 30 Market St. Turkey, NC 28393	10	10 6 – Hot 4 - Frozen	1 0 – Hot 1 – Frozen	Monday-Friday
Westbrook 4431 Newton Grove Hwy. Newton Grove, NC 28366	9	1 0 – Hot 1 – Frozen	1 0 – Hot 1 – Frozen	Monday, Wednesday, Friday
Adult Day Health Care Center 211 Fisher Dr. Clinton, NC 28328	15	0	0	Monday-Friday

ADHC gets two snacks per person each day.

1. The Contractor will deliver the prepared food, both in bulk and pre-packaged, as required to the designated sites at the times listed above. The County's Senior Services agency will provide volunteers to deliver the pre-packaged homebound meals to the citizen's homes. At no time, will the contractor be required to deliver meals to a citizen's home. Contractor will only be required to deliver food to the eight (8) sites listed above unless a site location changes or is added.
2. The Contractor shall follow the attached menu plans as provided in the Request for Proposal package. As specified under the Older American Act regulations, portion sizes must comply with the portion sizes listed on the attached menus.
3. Any failure in this area may be considered breach of contract and may lead to termination of the contract. Menu items are subject to periodic revision by the Area Agency on Aging and the NC Division of Aging. Contractors will be expected to comply with such revisions.
4. Contractor shall have the capability to be able to have an emergency menu substitution with one (1) day notice.
5. The County shall have the right to access all food services facilities to inspect the operation thereof and the work of the contractor with respect to quality and quantity of food service, preparation and serving methods and procedures, sanitary and safety standards, cleanliness, general housekeeping, and up-keep of premises during normal working hours.
6. Meals shall be prepared Monday through Friday, except for the approved county holiday schedule, closures due to inclement weather conditions, or any other cause, not within the exercise of reasonable diligence. Holiday schedules may change from year to year; therefore, the County will notify the Contractor at the beginning of each fiscal year of the specific dates holidays will be observed.
7. Contractor shall comply with all federal, state and local laws and regulations governing the preparation, handling and transportation of food under this contract. In addition, the awarded contractor shall procure and keep in effect all necessary licenses, permits, and food handler cards as required by law. Grade A rated must be maintained as required by the North Carolina Department of Health and Human Services.
8. If the sanitation grade of a provider or subcontractor falls below an "A" or 90%, the Area Agency on Aging (AAA) and the County must be notified immediately and receive a copy of the environmental health inspection report. Corrective action must be undertaken of a request for re-inspection for purposes of raising the grade. Request must be made within seven (7) days of the lower grade. The MA and the County must receive a copy of the re-inspection report issued by the Environmental Health Specialist. The nutrition program may continue to operate at the AAA's discretion while efforts are made to resolve deficiencies, so long as the Health Department does not withdraw its permit to operate. Food preparation contractors and County shall follow the "Rules Governing the Sanitation of Restaurants and other Food Handling Establishments" (ISA NCAC 18A.2600) to maintain a Grade A sanitation rating.
9. Food must be freshly prepared daily. Reheated meals from previous meals are not acceptable. There are not specific diets required; however, all food shall be prepared with the health of the

elder adult in mind. Food shall be low salt, low fat, with low sodium content, minimal seasons, easy to cut and chew, and moist but not greasy. All food shall be prepared in accordance with the NC Division of Aging, Nutrition Services, Food Preparation and Safety Requirements guidelines.

10. Contractor shall follow the Senior Services menus which are approved by a Registered Dietician. Menu items are subject to periodic revision by the County agency and the NC Division of Aging; therefore, Contractor shall have the capability to be able to have an emergency menu substitution with one (1) day notice. In accordance with the Older American Act regulations, portion sizes listed on the attached menus. All food items served shall comply with the nutritional specifications and serving sizes as outlined in the "North Carolina Division of Aging, Nutrition Services, Nutrition Program Menus", latest edition. In addition, food contract operations shall be in accordance with North Carolina standards for sanitation of restaurants and other food handling establishments as defined in N.C.G.S 130A.
11. Only one (1) substitute a month shall be allowed. Substitutions must be in the same food category and shall be approved by the Senior Site Supervisor or an authorized designee. Any failure with the menu plans or menu substitutions will be considered a breach of contract and may lead to termination of contract.
12. The County is requiring that the holding time between the completion of cooking at the kitchen and the delivery of the food to the nutrition site shall not exceed three (3) hours. The caterer shall be responsible for delivering and maintaining hot foods at 135 degrees F (or above) and cold foods at 45 degrees or below. The meals shall be delivered in food transporters/carriers provided by the Contractor. The sanitation of food carriers and all utensils including serving utensils shall comply with the same regulations, handling and transporting of food.
13. Food shall be packaged so there is minimum spillage in the hot and cold food carriers. The transporters must be heated electronically or properly insulated to maintain a required servicing temperature of 135 degrees Fahrenheit (minimum) for hot foods and 45 degrees Fahrenheit for cold foods. Contractor should specify method of delivery. Meals will be delivered to site. Each container shall be labeled identifying what food items it contains. Containers shall be cleaned daily.
14. Upon delivery of meals to the designated nutrition sites, a meal delivery form provided by the County is to be signed by the Contractor and Site Manager. This form (meal delivery ticket) must include the following:
 - Date
 - Name of Site
 - End of Production times (time meals were cooked) and temperatures
 - Number of meals delivered
 - Specific food delivered
 - Signature of food Production manager
 - Blanks for arrival time, temperatures of meals and signature of site manager
 - Blanks for serving time, temperatures of meals and signature of site manager
 - Blank for menu substitutions
 - Place for comments

15. The County reserves the right to inspect all materials furnished for the conformity with the information package and all other Federal, State and local regulations governing the sanitation of restaurants and other food handling establishments. The right is reserved to reject and return, at vendor's expense, any unacceptable materials.
16. Contractor shall provide training on food safety, food services and packaging of food to their staff.
17. The awarded contractor will be required to provide a cell phone with a local phone number to each of its drivers that will be delivering the meals to the sites. Each site manager will need to know the driver's name and cell phone number to ensure that each site manager will be able to make direct contact with the delivery driver, if needed.
18. The program is currently reimbursed under the Older American Nutrition Project administered by the USDA at the rate of .60 cents. If meals fail to meet minimum standards, the project will not be reimbursed. To the extent the minimum standards are not met through any actions or inactions of the Contractor and the project is not reimbursed, Contractor agrees to reimburse the project at the rate of .60 cents per meal or such other rate as may be established by the USDA. The County shall not be obligated to pay for any meal if proper notice has been given to the Contractor.
19. The use of USDA cash resources at the level determined by the North Carolina Division of Aging must be assured by Contractor. Contractor must ensure that a least .60 cents of the food used in each meal is grown in the continental United States. The Contractor shall keep accurate records of all United States grown food used in preparing the meals. Detailed records must be maintained on USDA commodities as resources by the contractor. These records must also provide documentation to the County that the cost per meal includes raw food purchases of U.S. Grown or produced food equivalent to the current USDA rate. Pick up of commodities from distribution sites shall be the responsibility of the contractor, with copies of all documentation forwarded to the project manager, if the County participates in the commodity foods program.
20. The County will provide the tables and tablecloths for each site and will provide the garbage cans/bags and disposal of garbage; however, the Contractor shall supply at its own cost, all other supplies and equipment for use under this contract. In addition, Contractor will provide all necessary paper products and serving utensils. Sufficient quantities of supplies and prepackaged serving utensils shall be provided to each site for the pre-packaged home delivery meals. Items must be of suitable quality to prevent melting, bending or splintering and must be impermeable to liquid in normal use.
21. In the event the Contractor is unable to provide a meal or meals, food, or other items necessary to the operation of Elderly Nutrition Program, meals will be purchased and charged to the Contractor. The County shall not be obligated to pay for incomplete meals or meals that do not meet 1/3 Recommended Dietary Allowance. County shall submit claim for reimbursement to include sales tax for such meals and expenses. If Contractor is short on the number of meals delivered to a site or sites, documentation shall be made on the deliver receipt and the cost shall be deducted from the Contractor's invoice.

22. Contractor shall submit monthly invoices to the Sampson County Department of Aging at 405 County Complex Road, Suite 140, Clinton, NC 28328. Invoices should reflect the number of meals delivered, unit cost, taxes, date delivered and site delivered to.
23. Contractor shall monitor books and records for accountability and audit purpose for a period of not less than four (4) years from the date of the expiration of this contract and any extension that may be executed.

NORTH CAROLINA'S
SAMPSON COUNTY
Department of Parks, Recreation, & Aging Services

MEMO

TO: Board of Commissioners
From: Dana Hall, Parks, Recreation, & Aging Director
Date: June 29, 2021
Subject: Supplemental Nutrition Funding

Sampson County Department of Aging has been awarded \$39,949 in funding through Title V of the Consolidated Appropriation Act, 2021 Supplemental Nutrition Funding (HDC) for home delivered meals and congregate nutrition program services.

This project period is December 27, 2020 through September 30, 2022. There is no county match required.

We would like to use this funding to supplement our home delivered meals program. This will allow for Home and Community Care Block Grant Funding to be allocated to other programs that have not received supplemental funding. An additional \$39,949 will be allocated to the Home Repairs Program.

The attached agreement and funding plan will require approval from the Board of Commissioners and signature from the Chairmen.

Thank You,

Dana Hall

Attachments: Provider Summary
Agreement for HDC5 Funding

NAME AND ADDRESS **Home and Community Care Block Grant for Older Adults**
 COMMUNITY SERVICE PROVIDER **County Funding Plan**
 Sampson County Department of Aging
 405 County Complex Road, STE 140
 Clinton, NC 28328

DAAS-732 (Rev. 2/16)
County: Sampson
July 1, 2021 through June 30, 2022
DATE : 6/29/2021

Provider Services Summary

Services	Ser. Delivery		A				B	C	D	E	F	G	H	I
	(Check One)		Block Grant Funding				Required	Net*	NSIP	Total	Projected	Projected	Projected	Projected
	Direct	Purch.	Access	In-Home	Other	Total	Local Match	Serv Cost	Subsidy	Funding	HCCBG Units	Reimburse. Rate	HCCBG Clients	Total Units
Adult Day Health	X			80300		////////////////	8922	89222		89222	1867	43.0045		2074
Congregate Nutrition	X				85198	////////////////	9466	94664	2789	97453	18932	4.5001		21656
Home Delivered Meals	X			89319		////////////////	9924	99243	5915	105158	18492.55	4.8301		18492
Housing & HI	X				134558	////////////////	14951	149509		149509				
Info & Case Assistance	X		19042			////////////////	2116	21158		21158				
In-Home Aide II PC	X			76581		////////////////	8509	85090		85090	4909	15.6014		5454
Senior Center	X				44820	////////////////	4980	49800		49800				
Transportation	X		29888			////////////////	3321	33209		33209	2306.17	12.9607		2562
						////////////////	0	0		0				
						////////////////	0	0		0				
						////////////////	0	0		0				
						////////////////	0	0		0				
						////////////////	0	0		0				
						////////////////	0	0		0				
Total	////////	////////	48930	246200	264576	559706	62189	621895	8704	630599	46506.72	////////	0	50238

*Adult Day Care & Adult Day Health Care Net Service Cost

	ADC	ADHC
Daily Care	33	40
Transportation		
Administrative		3
Net Ser. Cost Total		43

Certification of required minimum local match availability.
 Required local match will be expended simultaneously
 with Block Grant Funding.

 Authorized Signature, Title
 Community Service Provider

 Signature, County Finance Officer

 Signature, Chairman, Board of Commissioners

June 1 2021 through September 30, 2022
AGREEMENT FOR THE PROVISION OF HOME DELIVERED MEALS AND
CONGREGATE NUTRITION PROGRAM SERVICES
FUNDED BY THE Consolidated Appropriations Act,
2021 Supplemental Nutrition Funding (HDC5)

This Agreement, entered into as of this 1st day of June 2021, by and between Sampson County Department of Aging (hereinafter referred to as the "Service Provider") and the Mid-Carolina Council of Government Area Agency on Aging, (hereinafter referred to as the "Area Agency").

Witnessed That:

WHEREAS, the Consolidated Appropriations Act, 2021 Supplemental Nutrition Funding (HDC5) was signed into law December 27, 2020 and appropriated funds for additional home-delivered and congregate meals to qualified older adults who depend on the Senior Nutrition programs in their communities; and

WHEREAS, the President declared North Carolina a Major Disaster Area on March 25, 2020, action which opened the state, local governments and eligible nonprofit organizations for emergency funding in response to the coronavirus outbreak;

WHEREAS, the Area Agency received funding through the Title V of the Consolidated Appropriations Act, 2021 Supplemental Nutrition Funding (HDC5) for home-delivered meals and congregate nutrition program services under Title III of the Older Americans Act as amended ; and

WHEREAS, these funds will help providers make meals available to older adults experiencing hardship as a result of the COVID-19 public health emergency; and

WHEREAS, based on the Intrastate Funding Formula, the Service Provider has been awarded funds as stated below:

<u>Service Provider</u>	<u>Amount</u>
Sampson County Department of Aging	\$39,949

NOW THEREFORE, the parties hereto agree as follows:

1. Compliance with Regulations - The Service Provider agrees to comply with the Division of Aging and Adult Services Standards, Monitoring Guidelines and Section 3 and 4, of the N.C. Home and Community Care Block Grant Manual, 1997, where applicable and rules and regulations promulgated by the Administration for Community Living and the N.C. Division of Aging and Adult Services for the Consolidated Appropriations Act. In addition, the Service Provider agrees to perform services in full compliance with the Older Americans Act of 1965 as amended.

2. Project Period - The project period for this Agreement is December 27, 2020 through September 30, 2022. All HDC5 funds must be obligated by September 30, 2022, with final liquidation accomplished by December 30, 2022.
3. Match and Administrative Costs – Under Consolidated Appropriations Act, 2021 Supplemental Nutrition Funding (HDC5), the Provider shall not be required to provide service match for meals.
4. HDC5 funds under this Agreement include no allocations for administrative costs.
5. Requirements for Eligible Meals - Under North Carolina’s Major Disaster Declaration Emergency Menu and Dietary Guidelines apply that allow temporary deviation from the recommended daily allowance. See Attachment A for Guidelines.
6. Unit Rates - The SFY 2021-unit rates applicable to Home Delivered and to Congregate Meals shall remain in effect for meals purchased with HDC5 funds through June 30, 2021. As of July 1, 2021, the applicable unit rate for SFY 2022 shall apply to meals purchased with HDC5 funds through June 30, 2022. If there are funds remaining as of July 1, 2022, the SFY 2023-unit rate shall apply until the end of the project period, September 30, 2022.
7. Impact of Revocation of Disaster Declaration - Revocation of the Major Disaster Declaration may have an effect on purchase of HDC5 meals. Purchase of disaster meals shall extend until the declaration ends, pending availability of funds. Guidance from the Division of Adult and Aging Services will be provided on the effect of revocation of the disaster declaration on the purchase of HDC5 meals after the declaration ends but before the end of the project period, September 30, 2022.
8. Client Eligibility
 - a. *Congregate Nutrition Meals* – Congregate meals may be carried out, picked-up, or delivered
Clients must be age 60+.
 - b. *Home Delivered Meals*:
Clients must be 60+ and:
 - be physically or mentally unable to obtain food or prepare meals, and
 - have no responsible person able and willing to perform this service, and
 - be unable to participate in a Congregate Nutrition program because of physical or mental impairment.Home delivered meals may be delivered to individuals who are “home bound,” the definition of which under Supplemental Nutrition funding, includes those individuals who are practicing social distancing and staying at home.

- c. *Special Eligibility for congregate or home delivered meals* – Federal rules establish special eligibility for certain categories of individuals under age 60 to receive congregate or home delivered meals:
- Spouses under age 60 of an eligible nutrition participant.
 - Individuals under age 60 with disabilities who reside at home with eligible older adults receiving home-delivered meals.
 - Individuals under age 60 with disabilities who reside at home with and accompany an eligible older adult to the nutrition site.
 - Individuals under age 60 with disabilities who reside in housing facilities occupied primarily by older adults at which congregate nutrition services are provided.
9. Reimbursement - The Area Agency agrees to reimburse up to the total amount stated herein for the project period DECEMBER 27, 2020– SEPTEMBER 30, 2022. The terms set forth in this Agreement for payment, continuation, or renewal is contingent upon the receipt of funds by the Area Agency.
10. Consumer Contributions –Consumer Contributions must be solicited and properly documented for both Congregate Nutrition meals and Home Delivered Meals funded through Supplemental Nutrition (HDC5).
11. Grant Administration. The persons named below shall be administrators for the respective parties and shall be the persons to whom notices provided for in this Agreement shall be given and to whom matters relating to administration or interpretation of this Agreement shall be addressed. The grant administrator for the Area Agency shall be Tracy Honeycutt, Director of the Area Agency on Aging. The grant administrator for the Service Provider shall be Dana Hall. It is understood and agreed that the grant administrator shall represent the Service Provider in the performance of this Agreement. The Service Provider shall notify the Area Agency in writing if the administrator changes during the grant period.
12. Assignability and Contracting. The Service Provider shall not assign all or any portion of its interest in this Agreement. Any purchase of services with this HDC5 funding shall be carried out in accordance with the procurement and contracting policy of the service provider or, where applicable, the Area Agency, and which does not conflict with procurement and contracting requirements contained in 45 CFR 92.36.

Federal funds shall not be awarded to any subrecipients who have been suspended or debarred by the Federal government. In addition, Federal funds may not be used to purchase goods or services costing over \$100,000 from a vendor that has been suspended or debarred from Federal grant programs.

13. Uniform Guidance procurement policy compliance statement – The purchase of any goods or services under this Agreement must be procured in a manner that conforms with all applicable Federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200).
14. Distribution of Funds and Transfers Across Grants - Funds will be made available in one grant—Home Delivered Meals Service. Per Administrative Letter No. 21-04 while under a major disaster declaration, flexibility to “bucket” funds remain in place. This flexibility means that these home-delivered meals service funds can also be used for the congregate nutrition program service.
15. Compensation and Payments to the Service Provider. The Service Provider shall be compensated for the meals actually purchased under this Agreement by payments to be made monthly by the Area Agency. The Area Agency’s obligation to pay the Service Provider any amount under this Agreement is conditioned upon receipt of funds from the North Carolina Division of Aging and Adult Services. Total reimbursement to the Service Provider under this Agreement may not exceed the amount specified herein.
16. Reimbursement of Service Costs. Reimbursements of costs are carried out as provided in Section 3 of the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Service Providers, Revised February 17, 1997.
17. Documentation – Meals funded through Supplemental Nutrition funding under this Agreement must be tracked separately from Home and Community Care Block Grant funded meals. The Service Provider shall comply with the following documentation requirements for clients:
 - a. complete a DAAS 101 (Client Registration) Form for each eligible client served through Supplemental Nutrition funding;
 - b. complete the Special Eligibility Documentation Form used by the Service Provider for a client receiving meals as a special eligibility client for Supplemental Nutrition funding;
 - c. solicit consumer contributions as provided in Paragraph 10;
 - d. maintain the meal tracking form used by the Service Provider indicating the dates and number of meals served for each eligible client.
18. Reporting Requirements. The Service Provider will complete all data entry in the ARMS system through NCID, using codes shown on Attachment B, keep accurate financial and programmatic records, and will accommodate other requests by the Mid-Carolina Council of Governments Area Agency on Aging. Further reporting guidance will be forthcoming from DAAS.

19. Reallocation of Funds and Budget Revisions. Any reallocation of HDC5 funding between agencies shall be voluntary on the part of the Service Provider and shall be effective only for the period of the Agreement. If during the performance period of the Agreement, the Area Agency determines that a portion of the funds will not be expended, the grant administrator for the Service Provider shall be notified in writing by the Area Agency and given the opportunity to make funds available for reallocation to other agencies within the county/region.
20. License and Permits. The Service Provider shall maintain all required licenses, permits, bonds, and insurance required for carrying out this contractual service as specified. The Service Provider shall notify the Area Agency immediately if any required licenses or other permits are canceled, suspended, or otherwise ineffective. Failure to maintain proper licenses, permits, bonds or insurance shall be a basis for the Area Agency to disallow all or part of payments due under this Agreement and/or termination of this Agreement for cause.
21. Monitoring. This Agreement will be monitored to assure that services are being provided as stated in the Division of Aging and Adult Service monitoring Policies and Procedures at <http://www.ncdhhs.gov/aging/monitor/mpolicy.htm>. The monitoring of services provided under this Agreement shall be carried out by the Area Agency in accordance with its Assessment Plan.

Counties and community service providers will receive a written report of monitoring findings in accordance with procedures established in Section 308 of the AAA Policies and Procedures Manual at <http://www.ncdhhs.gov/document/section-308-aaa-policies-and-procedures-manual>. Any areas of non-compliance will be addressed in a written corrective action plan with the community service provider.

Community service providers shall submit all subcontracts to the Area Agency. The community service provider shall be responsible for the performance of all its subcontractors. Subcontract(s) must include at a minimum 1) the full scope of work, 2) deliverables, and 3) appropriate references to service standard requirements. All community service providers who subcontract shall annually complete a "Subcontractor Performance Evaluation" (SPE) form on each subcontractor and submit these SPE forms to the Area Agency.

22. Disputes and Appeals. When there is a question of fact arising under this Agreement, the Service Provider's grants administrator shall identify the issue in writing to the Director of the Area Agency on Aging. The Director shall promptly furnish a decision in writing. If the Service Provider believes it will be harmed by the decision, the grants administrator may appeal the Director's decision by submitting a written request for a hearing to the Director. The request must state the grounds for the appeal and must be submitted within ten (10) calendar days of the adverse decision. Thereafter, the AAA shall provide the Service

Provider with a copy of the Mid-Carolina Council of Governments Area Agency on Aging Appeals Process and shall implement the process provided for therein.

As provided in the AAA Appeals Process, a decision by the Regional Advisory Council on Aging is final unless within ten (10) days of receipt of the decision, the Service Provider submits a written request for appeal to the Director of the North Carolina Division of Aging and Adult Services with a copy sent to the AAA and to the Chair of the Board of County Commissioners. Appeals to the Division of Aging and Adult services shall be addressed to:

Director
North Carolina Division of Aging and Adult Services
2101 Mail Service Center
693 Palmer Drive
Raleigh, North Carolina 27699-2101

Procedures thereafter will be determined by the appeals process of the Division of Aging and Adult Services.

23. *Termination for Cause*. If through any cause, the Service Provider shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or the Service Provider has or shall violate any of the covenants, agreements, representations or stipulations of this Agreement, the Area Agency shall have the right to terminate this Agreement by giving the Service Provider Administrator and the Chairman of the Board of the Service Provider Agency written notice of such termination no fewer than fifteen (15) days prior to the effective date of termination. In such event, all finished documents and other materials collected or produced under this Agreement shall at the option of the Area Agency, become its property. The Service Provider shall be entitled to receive just and equitable compensation for any work satisfactorily performed under this Agreement.
24. *Audit*. The Service Provider agrees to have an annual independent audit in accordance with North Carolina General Statutes, North Carolina Local Government Commission requirements, Division of Aging and Adult Services Program Audit Guide for Aging Services and Federal Office of Budget and Management (OMB).

Community service providers, as specified in paragraph one (1), who are not units of local government or otherwise subject to the audit and other reporting requirements of the Local Government Commission are subject to audit and fiscal reporting requirements, as stated in NC General Statute 143C-6-22 and 23 and OMB Uniform Guidance 2 CFR Part 200, where applicable. Applicable community service providers must send a copy of their year-end financial statements, and any required audit, to the Area Agency on Aging. For-profit corporations are not subject to the requirements of OMB Uniform Guidance 2 CFR Part 200 but are subject to NC General Statute 143C-6-22 and 23 and Yellow Book audit requirements, where applicable. **Federal funds** may not be used to pay for a **Single or Yellow Book audit** unless it is a federal requirement. The Department of Health and Human Services will provide confirmation of federal expenditures at the close of the state fiscal

year. Information on audit and fiscal reporting requirements can be found at <https://www.osbm.nc.gov/management/grants>

The following provides a summary of reporting requirements under NCGS 143C-6-22 and 23, NCAC 03M section .0100, and OMB Uniform Guidance CFR 2 Part 200 based upon funding received and expended during the service provider's fiscal year.

Annual Expenditures	Report Required to AAA	Allowable Cost for Reporting / Due Date
Less than \$25,000 in State or Federal funds	Certification Form and State Grants Compliance Reporting: <\$25,000 (<i>item #11, Activities and Accomplishments does <u>not</u> have to be completed</i>) <u>OR</u> Audited Financial Statements in compliance with GAO/GAS (i.e., Yellow Book)	N/A
Greater than \$25,000 and less than \$500,000 in State Funds or \$750,000 in Federal Funds	Certification Form and State Grants Compliance Reporting: >\$25,000 and Schedule of Receipts and Expenditures <u>OR</u> Audited Financial Statements in compliance with GAO/GAS (i.e., Yellow Book)	N/A
\$500,000+ in State funds <u>but</u> Federal pass through in an amount less than \$750,000	Audited Financial Statement in compliance with GAO/GAS (i.e., Yellow Book)	May use State funds, <u>not</u> Federal Funds
\$500,000+ in State funds, <u>and</u> \$750,000+ in Federal pass-through funds (i.e \$1,000,000)	Audited Financial Statement in compliance with OMB Uniform Guidance2 CFR Part 200 (i.e., Single Audit)	May use State and Federal funds
Less than \$500,000 in State funds <u>and</u> \$750,000+ in Federal pass-through funds	Audited Financial Statement in compliance with OMB Uniform Guidance2 CFR Part 200 Uniform Guidance2 CFR Part 200 (i.e., Single Audit)	May use Federal funds, but <u>not</u> State funds.

25. Audit/Assessment Resolutions and Disallowed Cost. It is further understood that the Service Provider is responsible to the Area Agency for clarifying any audit exceptions that may arise from any Area Agency assessment, single or financial audit, or audits conducted by the State or Federal Governments. In the event that the Area Agency or the Department of Health

and Human Services disallows any expenditure made by the Service Provider for any reason, the Service Provider shall promptly repay such funds to the Area Agency once any final appeal is exhausted in accordance with paragraph twenty-two (22). The Area Agency can recoup any required payback from the Service Provider in the event that payback is due to a Service Provider's failure to meet OMB Uniform Guidance CFR 2 Part 200, 45 CFR Part 1321, or state eligibility requirements as specified in policy.

26. Equal Employment Opportunity and Americans with Disabilities Act Compliance. The Service Provider shall comply with all federal and state laws relating to equal employment opportunity and accommodation for disability.

27. Data to be Furnished to the Service Provider. All information which is existing, readily available to the Area Agency without cost and reasonably necessary, as determined by the Area Agency's staff, for the performance of this Agreement by the Service Provider shall be furnished to the Service Provider without charge by the Area Agency. The Area Agency, its agents and employees, shall fully cooperate, with the Service Provider in the performance of the Service Provider's duties under this Agreement.

28. Rights in Documents, Materials and Data Produced. The Service Provider agrees that at the discretion of the Area Agency, all reports and other data prepared by or for it under the terms of this Agreement shall be delivered to, become and remain the property of the Area Agency upon termination or completion of the work. Both the Area Agency and the Service Provider shall have the right to use same without restriction or limitation and without compensation to the other. For the purposes of this Agreement, "data" includes writings, sound recordings, or other graphic representations, and/or other electronic materials. No reports or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Service Provider.

29. Conflict of Interest

- a. Interest of the Board of Provider Agency. The Community Service Provider covenants that neither the Board of Community Service Provider nor its agents or employees presently has an interest, nor shall acquire an interest, direct or indirect, which conflicts in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the service hereunder in an impartial and unbiased manner.
- b. Interest of Members of the Area Agency, Lead Regional Organization, and Others. No officer, member or employee of the Area Agency or Lead Regional Organization, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decisions relating to this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly,

interested; nor shall any such persons have any interest, direct or indirect, in this Agreement or the proceeds arising there from.

- c. Any conflict or potential conflict of interest, or the appearance of a conflict of interest as described shall be reported by a member of the governing board to that board and by an employee to the employee's supervisor immediately, whereupon a process shall be conducted to identify whether a conflict of interest exists and if so, to implement the prescribed course of action.

30. Prohibition Against Use of Funds to Influence Legislation. No part of any funds under this Agreement shall be used to pay the salary or expenses of any employee or agent acting on behalf of the Service Provider to engage in any activity designed to influence legislation or appropriations pending before Congress.

31. Confidentiality and Security. Any client information received in connection with the performance of any function of a community service provider or its subcontractors under this Agreement shall be kept confidential. The community service provider acknowledges that in receiving, storing, processing, or otherwise handling any confidential information, the agency and any subcontractors will safeguard and not further disclose the information except as provided in this Agreement and accompanying documents.

32. Record Retention and Disposition. All state and local government agencies, nongovernmental entities, and their subrecipients, including applicable vendors, that administer programs funded by federal sources passed through the NC DHHS and its divisions and offices are expected to maintain compliance with the DHHS record retention and disposition schedule and any agency-specific program schedules developed jointly with the NC Department of Cultural Resources, Division of Archives and Records. Retention requirements apply to the community service providers funded under this Agreement. Information on retention requirements is posted at <https://www.ncdhhs.gov/about/administrative-offices/office-controller/records-retention> and updated semi-annually by the NC DHHS Controller's Office. By funding source and state fiscal year, this schedule lists the earliest date that grant records in any format may be destroyed. Confidential records, including electronic records, must be destroyed in such a manner that the data, metadata, and/or physical media cannot be read or reconstructed.

The NCDHHS record retention schedule is based on federal and state regulations and pertains to the retention of all financial and programmatic records, supporting documents, statistical records, and all other records supporting the expenditure of a federal grant award. Records legally required for ongoing official proceedings, such as outstanding litigation, claims, audits, or other official actions, must be maintained for the duration of that action, notwithstanding the instructions of the DHHS record retention and disposition schedule.

In addition to record retention requirements for records in any format, the long-term and/or permanent preservation of electronic records require additional commitment and active management by agencies. The community service provider will comply with all policies, standards, and best practices published by the Division of Aging and Adult Services regarding the creation and management of electronic records.

33. Amendments. The terms of this Agreement may only be amended with a written Contract Amendment executed by both Parties.

34. Applicable Law. This Agreement is executed and is to be performed in the State of North Carolina, and all questions of interpretation and construction shall be construed by the laws of such State.

In witness whereof, the Area Agency and the Service Provider have executed this Agreement as of the day first written above.

Attest:

Dana Hall, Director
Sampson County Parks, Recreation & Aging Director

By: _____
_____, Board Chair

Mid-Carolina Council of Governments

Attest:

Tracy Honeycutt, Director
Area Agency on Aging

By: _____
Justin Hembree, Executive Director
Mid-Carolina Council of Governments

Provision for payment of the monies to fall due under this Agreement within the current fiscal year have been made by appropriation duly authorized as required by the Local Government Budget and Fiscal Control Act.

By: _____
Glenda Dye, Finance Director
Mid-Carolina Council of Governments

ATTACHMENT A – GUIDELINES FOR ELIGIBLE MEALS
Emergency Menu and Dietary Guidelines

Under the March 25 Major Disaster Declaration, emergency menu and dietary guidelines apply that allow temporary deviation from the recommended daily allowance for meals as set forth below:

1. *Food Caterers* - Nutrition Service providers who purchase meals are encouraged to continue using their current food caterers. Should continuation with the current caterer not be possible or advisable, the service provider shall notify the Area Agency in writing, summarizing the circumstances, and advise that a request for proposals (RFP) for a new caterer will be undertaken.
2. *1/3 RDA Requirement* – When possible, the Provider shall provide meals that meet the 1/3 Recommended Dietary Allowance (RDA) requirement.
3. *Deviations from RDA-DRI* – During North Carolina’s Major Disaster Declaration, the Provider may temporarily provide meals that do not meet one-third of the recommended daily allowance dietary reference intake (RDA-DRI) requirements.
 - a. *Meal content* - Meals that do not meet one-third of the recommended RDA-DRI must include a serving of meat or meat alternative, two servings of grain, and one serving of a vegetable or fruit to be eligible for reimbursement through supplemental nutrition funding.
4. *Menus* - Written menus, as for all other Title III meals, are required. For meals that do not meet one-third of the recommended RDA-DRI, written menus will be assessed for eligibility according to food content rather than nutrient analysis. Menu approval does not require an assessment by a registered dietitian; however, written menus must be kept on file for review by AAA monitors during both desk reviews and onsite monitoring visits.
5. *Multiple meals* – The Provider may assemble shelf stable meals. The provider may provide multiple meals to an individual at the same time (e.g. five frozen meals in a box or the equivalent of five shelf stable meals in a grocery bag) and may provide more than the typical five meals per week, up to twenty-one (21) meals per client per week under Supplemental Nutrition funding.
6. *Approved sources* – The Provider shall obtain all foods for meals allowed under these emergency provisions from approved federal or state agency sources.

ATTACHMENT B – ARMS Codes, Descriptions, Unit Rates
For Consolidated Appropriations Act,
2021 Supplemental Nutrition Funding (HDC5)

ARMS Service Code	Description	Unit Rates
<u>Code 029</u> – SUPP Home-delivered meals.	This code represents meals to home-delivered meal clients that may or may not meet one-third of the recommended daily allowance/dietary reference intake (RDA-DRI) requirements using HDC5 funding. One meal is the equivalent of one unit in ARMS.	SFY 2021: Current HCCBG Home Delivered Meals rate plus \$.75 allowance. SFY 2022: Cost Computation HCCBG Home Delivered Meals rate plus \$.80 allowance. If funds remain as of July 1, 2022, the SFY 2023 Cost Computation HCCBG Home Delivered Meals rate plus \$.80 allowance.
<u>Code 189</u> – SUPP Congregate Meals.	This code represents meals to congregate nutrition program clients that may or may not meet the one-third of the recommended daily allowance/dietary reference intake (RDA/DRI) requirements using HDC5 funding. One meal is the equivalent of one unit in ARMS.	SFY 2021: Current HCCBG Congregate Nutrition rate plus \$.75 allowance. SFY 2022: Cost Computation HCCBG Congregate Nutrition rate plus \$.80 allowance. If funds remain as of July 1, 2022, the SFY 2023 Cost Computation HCCBG Congregate Nutrition rate plus \$.80 allowance.
<u>Code 904</u> – SUPP HDM Non-unit Emergency Response Cost COVID	Non-Unit reimbursement for personal protective equipment (PPE), food service equipment and other unique items that allow providers to continue service. Consumable supplies for participants are also allowable such as produce boxes. One unit is equivalent to one item purchased.	Code 904 non-unit code.
<u>Code 905</u> – SUPP Congregate Nutrition Non-Unit Emergency Response Cost COVID	Non-Unit reimbursement for personal protective equipment (PPE), food service equipment and other unique items that allow providers to continue service. Consumable supplies for participants are also allowable such as produce boxes. One unit is equivalent to one item purchased.	Code 905 non-unit code.

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

MEMORANDUM

TO: Susan J. Holder
FROM: Joel Starling
DATE: June 30, 2021
RE: Clinton-Sampson Airport FBO Apron Rehabilitation Project

On June 3, 2021, Sampson County and the City of Clinton conducted a bid opening in connection with the proposed rehabilitation of a portion of the apron at the Clinton-Sampson Airport. The project will involve pavement removal, grading, paving, aggregate base course placement, marking and seeding, and mulching. The project is eligible for 100% state funding and will not require a local match.

The County and City ultimately received three bids. Highland Paving Company, LLC submitted a base bid of \$373,587.50 and an alternate bid of \$421,210.00, both of which were lower than the next lowest bid submitted. The Airport engineer is recommending that the County and City proceed with the alternate bid, which will involve the utilization of fuel resistant asphalt and will require significantly less maintenance cost in the future.

Staff recommend awarding the project to the lowest responsive, responsible bidder, Highland Paving Company, LLC, and approving the attached contract documents.

Should the Board of Commissioners vote to award the project to Highland and authorize execution of the contract documents, the City of Clinton's Council must also vote to award the project and authorize execution of the contract at its July 13, 2021 meeting.

Materials:

1. Bid Tabulation Analysis;
2. Contract Documents.

BID TABULATION ANALYSIS

CLINTON-SAMPSON COUNTY AIRPORT
 FBO APRON REHABILITATION
 NCDOA PROJECT NO: 36237.12.16.2

AVCON, INC.

DATE PREPARED: 6-3-21

PREPARED BY: AMT/GMW

AVCON PROJECT NO. 2019.0290.01

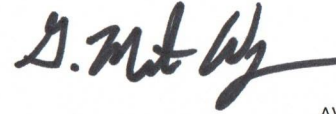
BID TABULATION SUMMARY		
BIDDER	BASE BID	ALTERNATE BID
HIGHLAND PAVING	\$373,587.50	\$421,210.00
BARNHILL CONTRACTING	\$455,730.00	\$485,880.00
S.T. WOOTEN CORPORATION	\$702,145.50	\$750,987.50

BID TABULATION ERRORS		
BIDDER	BASE BID	ALTERNATE BID
HIGHLAND PAVING	NONE	COST GIVEN FOR P-631/ ADDED TO TOTAL- P-631 IS ZERO QUANTITY FOR ALTERNATE BID
BARNHILL CONTRACTING	NONE	NONE
S.T. WOOTEN CORPORATION	NONE	NONE

	BIDDER		
	HIGHLAND PAVING	BARNHILL CONTRACTING	S.T. WOOTEN CORPORATION
1. BID FORM	YES	YES	YES
2. BASE BID PROPOSAL	YES	YES	YES
3. ALTERNATE BID PROPOSAL	YES	YES	YES
4. BID BOND	YES	YES	YES
5. FORM OF NONCOLLUSION AFFIDAVIT	YES	YES	YES
6. EQUAL OPPORTUNITY REPORT STATEMENT	YES	YES	YES
7. CERTIFICATION OF NONSEGREGATED FACILITIES	YES	YES	YES
8. PERFORMANCE OF WORK BY SUBCONTRACTORS	YES	YES	YES
9. CERTIFICATION REGARDING FAIR TRADE	YES	YES	YES
10. BUY AMERICAN CERTIFICATE	YES	YES	YES
11. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION	YES	YES	YES
12. BIDDER QUALIFICATION QUESTIONNAIRE	YES	YES	YES
13. BID SECURITY	YES	YES	YES
14. AV-508 DBE/MBE/WBE GOAL NOTIFICATION AND CERTIFICATION	YES	YES	YES
15. AV-509/AV-510 DBE/MBE/WBE/HUB VENDOR COMMITMENTS	YES	YES	YES

BID TABULATION ANALYSIS

CLINTON-SAMPSON COUNTY AIRPORT
 FBO APRON REHABILITATION
 BASE BID (P-401 OPTION)



AVCON, INC.

DATE PREPARED: 6-3-21

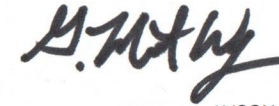
PREPARED BY: AMT/GMW

AVCON PROJECT NO. 2019.0290.01

BIDDERS												
ITEM NO.	SPEC NO.	DESCRIPTION	QUANTITY	UNIT	AVCON, INC.		HIGHLAND PAVING		BARNHILL CONTRACTING		S.T. WOOTEN CORPORATION	
					UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL
1	S-102	SAFETY AND SECURITY	1	LS	\$6,200.00	\$6,200.00	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00	\$62,500.00	\$62,500.00
2	S-102	AVIATION BARRICADES	22	EA	\$400.00	\$8,800.00	\$225.00	\$4,950.00	\$245.00	\$5,390.00	\$350.00	\$7,700.00
3	S-104	PROJECT SURVEY AND STAKEOUT	1	LS	\$8,300.00	\$8,300.00	\$10,900.00	\$10,900.00	\$18,000.00	\$18,000.00	\$23,000.00	\$23,000.00
4	S-140	AIRCRAFT TIE DOWN REMOVAL	15	EA	\$100.00	\$1,500.00	\$200.00	\$3,000.00	\$185.00	\$2,775.00	\$320.00	\$4,800.00
5	C-100	CONTRACTOR QUALITY CONTROL PROGRAM	1	LS	\$8,300.00	\$8,300.00	\$17,500.00	\$17,500.00	\$7,500.00	\$7,500.00	\$44,150.00	\$44,150.00
6	C-102	CONSTRUCTION ENTRANCE	1	EA	\$7,500.00	\$7,500.00	\$2,400.00	\$2,400.00	\$3,500.00	\$3,500.00	\$3,100.00	\$3,100.00
7	C-102	TEMPORARY SILT FENCE	350	LF	\$5.00	\$1,750.00	\$5.00	\$1,750.00	\$3.10	\$1,085.00	\$7.00	\$2,450.00
8	C-105	MOBILIZATION	1	LS	\$41,500.00	\$41,500.00	\$9,000.00	\$9,000.00	\$44,000.00	\$44,000.00	\$60,900.00	\$60,900.00
9	P-101	ASPHALT PAVEMENT REMOVAL	5,100	SY	\$8.00	\$40,800.00	\$3.00	\$15,300.00	\$4.25	\$21,675.00	\$7.00	\$35,700.00
10	P-101	CONCRETE PAVEMENT REMOVAL	110	SY	\$10.00	\$1,100.00	\$12.00	\$1,320.00	\$55.00	\$6,050.00	\$29.00	\$3,190.00
11	P-152	UNCLASSIFIED EXCAVATION	1,250	CY	\$15.00	\$18,750.00	\$12.00	\$15,000.00	\$36.00	\$45,000.00	\$42.50	\$53,125.00
12	P-209	CRUSHED AGGREGATE BASE COURSE (6")	900	CY	\$130.00	\$117,000.00	\$94.50	\$85,050.00	\$98.25	\$88,425.00	\$131.00	\$117,900.00
13	P-401	BITUMINOUS ASPHALT MIX SURFACE COURSE (4")	1,250	TON	\$150.00	\$187,500.00	\$140.00	\$175,000.00	\$140.00	\$175,000.00	\$201.00	\$251,250.00
14	P-404	FUEL RESISTANT ASPHALT MIX (2")	0	TON	\$200.00	\$0.00	\$250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15	P-602	EMULSIFIED ASPHALT PRIME COAT	810	GAL	\$5.00	\$4,050.00	\$8.00	\$6,480.00	\$5.00	\$4,050.00	\$7.00	\$5,670.00
16	P-603	EMULSIFIED ASPHALT TACK COAT	410	GAL	\$5.00	\$2,050.00	\$2.00	\$820.00	\$4.00	\$1,640.00	\$6.75	\$2,767.50
17	P-620	TEMPORARY PAVEMENT MARKING (YELLOW)	120	SF	\$2.00	\$240.00	\$8.00	\$960.00	\$6.00	\$720.00	\$6.00	\$720.00
18	P-620	PERMANENT PAVEMENT MARKING (YELLOW)	120	SF	\$2.50	\$300.00	\$19.00	\$2,280.00	\$6.00	\$720.00	\$11.50	\$1,380.00
19	P-631	REFINED COAL TAR EMULSION WITH ADDITIVES FOR SLURRY COAT	270	GAL			\$13.25	\$3,577.50	\$35.00	\$9,450.00	\$10.90	\$2,943.00
20	M-102	AIRCRAFT TIE DOWN	15	EA	\$750.00	\$11,250.00	\$1,140.00	\$17,100.00	\$850.00	\$12,750.00	\$460.00	\$6,900.00
21	T-901	SEEDING	1	AC	\$2,000.00	\$2,000.00	\$100.00	\$100.00	\$2,000.00	\$2,000.00	\$6,000.00	\$6,000.00
22	T-908	MULCHING	1	AC	\$1,200.00	\$1,200.00	\$100.00	\$100.00	\$1,000.00	\$1,000.00	\$6,000.00	\$6,000.00
TOTAL BASE BID :						\$470,090.00		\$373,587.50		\$455,730.00		\$702,145.50

BID TABULATION ANALYSIS

CLINTON-SAMPSON COUNTY AIRPORT
 FBO APRON REHABILITATION
 BASE BID (P-404 OPTION)



AVCON, INC.

DATE PREPARED: 6-3-21

PREPARED BY: AMT/GMW

AVCON PROJECT NO. 2019.0290.01

BIDDERS

ITEM NO.	SPEC NO.	DESCRIPTION	QUANTITY	UNIT	AVCON, INC.		HIGHLAND PAVING		BARNHILL CONTRACTING		S.T. WOOTEN CORPORATION	
					UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL
1	S-102	SAFETY AND SECURITY	1	LS	\$6,400.00	\$6,400.00	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00	\$62,500.00	\$62,500.00
2	S-102	AVIATION BARRICADES	22	EA	\$400.00	\$8,800.00	\$225.00	\$4,950.00	\$245.00	\$5,390.00	\$350.00	\$7,700.00
3	S-104	PROJECT SURVEY AND STAKEOUT	1	LS	\$8,300.00	\$8,300.00	\$10,900.00	\$10,900.00	\$18,000.00	\$18,000.00	\$23,000.00	\$23,000.00
4	S-140	AIRCRAFT TIE DOWN REMOVAL	15	EA	\$100.00	\$1,500.00	\$200.00	\$3,000.00	\$185.00	\$2,775.00	\$320.00	\$4,800.00
5	C-100	CONTRACTOR QUALITY CONTROL PROGRAM	1	LS	\$8,500.00	\$8,500.00	\$17,500.00	\$17,500.00	\$7,500.00	\$7,500.00	\$44,150.00	\$44,150.00
6	C-102	CONSTRUCTION ENTRANCE	1	EA	\$7,500.00	\$7,500.00	\$2,400.00	\$2,400.00	\$3,500.00	\$3,500.00	\$3,100.00	\$3,100.00
7	C-102	TEMPORARY SILT FENCE	350	LF	\$5.00	\$1,750.00	\$5.00	\$1,750.00	\$3.10	\$1,085.00	\$7.00	\$2,450.00
8	C-105	MOBILIZATION	1	LS	\$42,300.00	\$42,300.00	\$9,000.00	\$9,000.00	\$44,000.00	\$44,000.00	\$60,900.00	\$60,900.00
9	P-101	ASPHALT PAVEMENT REMOVAL	5,100	SY	\$8.00	\$40,800.00	\$3.00	\$15,300.00	\$4.25	\$21,675.00	\$7.00	\$35,700.00
10	P-101	CONCRETE PAVEMENT REMOVAL	110	SY	\$10.00	\$1,100.00	\$12.00	\$1,320.00	\$55.00	\$6,050.00	\$29.00	\$3,190.00
11	P-152	UNCLASSIFIED EXCAVATION	1,250	CY	\$10.00	\$12,500.00	\$12.00	\$15,000.00	\$36.00	\$45,000.00	\$52.00	\$65,000.00
12	P-209	CRUSHED AGGREGATE BASE COURSE (6")	900	CY	\$130.00	\$117,000.00	\$94.50	\$85,050.00	\$98.25	\$88,425.00	\$131.00	\$117,900.00
13	P-401	BITUMINOUS ASPHALT MIX SURFACE COURSE (4")	580	TON	\$150.00	\$87,000.00	\$140.00	\$81,200.00	\$145.00	\$84,100.00	\$227.00	\$131,660.00
14	P-404	FUEL RESISTANT ASPHALT MIX (2")	580	TON	\$200.00	\$116,000.00	\$250.00	\$145,000.00	\$225.00	\$130,500.00	\$275.00	\$159,500.00
15	P-602	EMULSIFIED ASPHALT PRIME COAT	810	GAL	\$5.00	\$4,050.00	\$8.00	\$6,480.00	\$5.00	\$4,050.00	\$7.00	\$5,670.00
16	P-603	EMULSIFIED ASPHALT TACK COAT	410	GAL	\$5.00	\$2,050.00	\$2.00	\$820.00	\$4.00	\$1,640.00	\$6.75	\$2,767.50
17	P-620	TEMPORARY PAVEMENT MARKING (YELLOW)	120	SF	\$5.00	\$600.00	\$8.00	\$960.00	\$6.00	\$720.00	\$6.00	\$720.00
18	P-620	PERMANENT PAVEMENT MARKING (YELLOW)	120	SF	\$2.00	\$240.00	\$19.00	\$2,280.00	\$6.00	\$720.00	\$11.50	\$1,380.00
19	P-631	REFINED COAL TAR EMULSION WITH ADDITIVES FOR SLURRY COAT	0	GAL	\$2.50	\$0.00	\$13.25	\$0.00 *	\$0.00	\$0.00	\$0.00	\$0.00
20	M-102	AIRCRAFT TIE DOWN	15	EA	\$750.00	\$11,250.00	\$1,140.00	\$17,100.00	\$850.00	\$12,750.00	\$460.00	\$6,900.00
21	T-901	SEEDING	1	AC	\$2,000.00	\$2,000.00	\$100.00	\$100.00	\$2,000.00	\$2,000.00	\$6,000.00	\$6,000.00
22	T-908	MULCHING	1	AC	\$1,200.00	\$1,200.00	\$100.00	\$100.00	\$1,000.00	\$1,000.00	\$6,000.00	\$6,000.00
TOTAL BASE BID :						\$480,840.00		\$421,210.00 *		\$485,880.00		\$750,987.50

CONTRACT FORM

THIS AGREEMENT is dated the _____ day of _____ in the year _____ by and between Sampson County/City of Clinton (hereinafter called Owner) and HIGHLAND PAVING COMPANY, LLC (hereinafter called Contractor). Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. NOTICE.

TAKE NOTICE: THIS CONTRACT IS SUBJECT TO ARBITRATION PURSUANT TO THE LAWS OF THE STATE OF NORTH CAROLINA.

This same Notice shall be placed on all contracts, subcontracts, purchase orders, agreements and bonds relating to this Project or the Work.

Article 2. WORK.

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as the FBO Apron Rehabilitation – Alternate Bid and includes pavement removal, grading, paving, aggregate base course placement, marking and seeding and mulching.

Article 3. ENGINEER.

The Project has been designed by: **AVCON, Inc.**
6230 Carolina Beach Road
Wilmington, NC, 28412
Phone: (910)-612-6900

who is hereinafter called Engineer and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 4. CONTRACT TIME.

- 4.1 The Work will be completed and ready for final payment within the time specified in General Contract Provisions Section 80 as described in Contract Drawings for Final Acceptance in accordance with General Provisions, Paragraph 50-15.
- 4.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially complete within the time and phases described in these Contract documents. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding, the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner the amounts stipulated in General Contract Provisions Section 80 for each calendar day that expires after the time specified.
- 4.3 Contractor further understands and hereby expressly agrees that in addition to liquidated damages specified in Article 4.2 above, to pay Owner the actual costs to Owner for any inspector or

inspectors necessarily employed by OWNER on the Work and the actual costs to Owner for Engineer's observation of construction and project representative services including all travel and subsistence expenses after the date specified for the project completion until the Work is completed and ready for final payment. Further, Contractor agrees that the sums to be paid Owner may be deducted from the sum due Contractor for work performed as provided in Section 90 of the General Provisions.

Article 5. CONTRACT PRICE.

- 5.1 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, Unit Prices submitted on June 2, 2021 and per Unit Bid Prices times the actual approved and accepted quantities with initial contract amount of \$424,787.50.

Article 6. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Section 90 of the General Provisions but in no case shall submit more than one (1) Application for Payment per month. Applications for Payment will be processed by Engineer as provided in the General Provisions.

- 6.1 Progress Payments. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, within thirty (30) days after receipt of Contractor's verified and approved Application for Payment. All progress payments will be on the basis of the progress of the Work based on the number of units completed as determined by Engineer.
- 6.1.1. Progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold, in accordance with Section 90 of the General Provisions.
90% of Work completed as determined by Engineer.
- 90% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in paragraph 90-07 of the General Provisions).
- 6.1.2 With each application (excluding the first pay application) for payment, Contractor shall submit a certified report stating that each Subcontractor has been paid for 90% of the bid item quantities and/or any stored materials as approved for payment by Engineer in all previous applications for payment.
- 6.1.3 With each application for payment, Contractor shall submit an updated CPM schedule delineating activities completed and those remaining to be completed. Additionally, he needs to identify any logic changes made since submission of his first (baseline) CPM schedule. Detailed Bar Chart, Network Diagram and Standard Report for all activities are required and shall be submitted.
- 6.1.4 With each application for payment, Contractor shall submit a Certified Sales Tax Report. This report must be current within 14 days of the requested Application for Payment.

- 6.1.5 With each application for payment Contractor shall submit the Certified Payroll Report for his organization as well as all of his Subcontractors. This Report must be current within 14 days of the requested Application for Payment.
- 6.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Section 50 of the General Provisions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in Paragraph 90-08 of the General Provisions.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 7.2 Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including the General Provisions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.
- 7.3 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by Contractor in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, error or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between Owner and Contractor concerning the Work consist of the following:

- 8.1 This Agreement (pages C-1 to C-5, inclusive).
- 8.2 Performance, Payment and other Bonds consisting of pages PB-1&2 and LB 1&2, inclusive.

- 8.3 General Contract Provisions, FAA Required Bid and Contract Requirements.
- 8.4 Technical Specifications as listed in table of contents of the Project Manual.
- 8.5 Drawings, with each sheet bearing the following general title: FBO APRON REHABILITATION.
- 8.6 Addendum Number 1 to 1.
- 8.7 Contractor's Bid (pages B-5 to BS-5, inclusive).
- 8.8 Documentation submitted by Contractor prior to Notice of Award consisting of: Bid Bond, Form of Noncollusion Affidavit, Equal Opportunity Report Statement, Certification of Nonsegregated Facilities, Performance of Work by Subcontractors, Certification Regarding Fair Trade, Buy American Certificate, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Bidder Qualification Questionnaire, Bid Form, AV-508 Form, Addendum No. 1 notification, Bid Schedule – Base Bid, Bid Schedule – Additive Alternate.

There are no Contract Documents other than those listed in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in Section 40 of the General Provisions.

Article 9. Miscellaneous.

- 9.1 Terms used in this Agreement, which are defined in Section 10 of the General Provisions will have the meanings indicated in the General Provisions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

Article 10 OTHER PROVISIONS.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in five counterparts. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

This agreement will be effective on _____.

OWNER

CONTRACTOR

SAMPSON COUNTY AND THE CITY OF CLINTON

HIGHLAND PAVING COMPANY, LLC

By: _____
Sampson County

By:  _____
(Corporate Seal)

By: _____
City of Clinton

ATTEST:  _____

ATTEST: _____

Address for giving notices:

Address for giving notices:

P.O. Box 1343
Fayetteville, NC 28302

Approved as to Form:

By: _____

CERTIFICATE OF SECRETARY OF

AS TO RESOLUTION ADOPTED BY BOARD OF DIRECTORS ON: 6.29.2019

I, Brian Raynor, hereby certify that I am the duly authorized Secretary of Highland Paving Co., LLC, charged with keeping the records and the seal of said Corporation, and that the following is a true and correct copy of a resolution adopted at a meeting of the Board of Directors of the Corporation duly held on 6.29.2019, which resolution is now in full force and effect.

RESOLVED, that BRIAN RAYNOR, (Member Manager ~~President, Vice President~~) of Highland Paving Co., LLC, is hereby authorized to execute contracts, performance bonds and labor and materials bonds on behalf of the Corporation.

WITNESS my hand as Secretary, and the seal of the Corporation this 24th day of June, 2021.

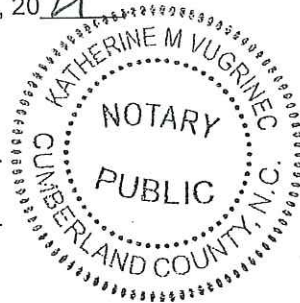
B. Raynor
Secretary

Sworn to before me this 24 day of June, 2021

Katherine M Vugrinec

Notary Public for Cumberland County.

My Commission Expires: 12/8/2024



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Highland Paving Company, LLC
PO Box 1843, Fayetteville, NC 28302 as Principal, and Great American Insurance Company
301 E Fourth Street, Cincinnati, OH 45202 as Surety, are hereby held and firmly bound unto Sampson County/City
of Clinton as Owner, in the penal sum of FIVE PERCENT OF BID (5%) for the payment of which,
well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors, and assigns.

Signed, this 3rd day of June, 2021.


The conditions of the above obligation is such that whereas the Principal has submitted to Sampson
County/City of Clinton, certain Bid, attached hereto and hereby made a part hereof to enter into a
Contract in writing for the FBO Apron Rehabilitation Project.

NOW THEREFORE,

- A. If said Bid shall be rejected, or in the alternate,
- B. If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Agreement attached hereto (properly completed in accordance with said Bid) and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that obligations of said Surety and its Bonds shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Highland Paving Company, LLC
 (L.S.)
Principal

Great American Insurance Company
Surety

By: 
Martha Ann Marley Long, Attorney-in-Fact, NC Resident Agent
Martha Ann Marley Long, Attorney-in-Fact, NC Resident Agent.



2. If a Partnership, all partners shall execute Bond.

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than TWO

No. 0 15081

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
MARTHA ANN MARLEY LONG	MOORESVILLE, NORTH CAROLINA	UNLIMITED
VONDA A. RENTZ	NEESES, SOUTH CAROLINA	UNLIMITED

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 15TH day of FEBRUARY, 2021

Attest

GREAT AMERICAN INSURANCE COMPANY



Stephen C. Beraha

Assistant Secretary

Mark Vicario

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 15TH day of FEBRUARY, 2021

, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 3rd day of June, 2021



Stephen C. Beraha

Assistant Secretary



FORM OF NONCOLLUSION AFFIDAVIT

(This Affidavit is Part of Bid)

STATE OF North Carolina)
COUNTY OF Cumberland) SS.

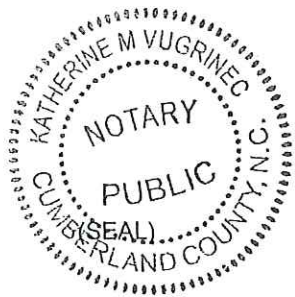
David A. Byr being first duly sworn, deposes and says that he is Secretary (Sole owner, a partner, president, secretary, etc.) of H. H. Spawdy Co., LLC

the party making the foregoing Proposal or Bid that such Bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Bidder or person, to put in a sham Bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Bid Price of affiant or any other Bidder, or to fix any overhead, profit or cost element of said Bid Price, or of that of any other Bidder, or to secure any advantage against Owner any person interested in the proposed Contract; and that all statements in said Proposal or Bid are true; and further, that such Bidder has not, directly or indirectly submitted this Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

[Signature]
(Bidder)

Sworn to and subscribed before me this 2 day of June, 2021.

Katherine M Vugrinec
Notary Public in and for
Cumberland County
My Commission expires 12/8 2024



(THIS REPORT IS PART OF THE BID)

EQUAL OPPORTUNITY REPORT STATEMENT
AS REQUIRED BY 41 CFR 60-1.7(b)

The Bidder (Proposer) shall complete the following statement by checking the appropriate blanks. Failure to complete these blanks may be grounds for rejection of bid:

- 1. The Bidder (Proposer) has has not developed and has on file at each establishment affirmative action programs pursuant to 41 CFR 60-1.40 and 41 CFR 60-2.
- 2. The Bidder (Proposer) has has not participated in any previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Order 11246, as amended.
- 3. The Bidder (Proposer) has has not filed with the Joint Reporting Committee the annual compliance report on Standard Form 100 (EEO-1 Report).
- 4. The Bidder (Proposer) does does not employ fifty (50) or more employees.

Name of bidder: W. H. H. Parking Co., LLC
 By: [Signature]
 Title: Chief Estimator
 Date: 6-2-21

CERTIFICATION OF NONSEGREGATED FACILITIES

41 CFR 60-1.8

The federally-assisted construction contractor certifies that she or he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that she or he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that she or he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that she or he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where she or he has obtained identical certifications from proposed subcontractors for specific time periods) she or he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that she or he will retain such certifications in his files.

Reference

Executive Order 11246
41 CFR Part 60 -1.8
AC 150/5100-15, Para. 22.b.

Name of bidder: H. J. Long & Sons Co., LLC
By: [Signature]
Title: Chief Estimator
Date: 6-2-21

PERFORMANCE OF WORK BY SUBCONTRACTORS

The Bidder hereby states that he proposes, if awarded the Contract, to use the following Subcontractors on this project. List below all proposed Subcontractors and trade specialties. (List only one Subcontractor for each item). The Bidder shall obtain prior written permission of the Owner should he choose to add or substitute other Subcontractor(s) not shown herein.

<u>Items</u>	<u>Subcontractors</u>
<u>TBD - Non DBE</u>	<u>TBD - Non DBE</u>

* DBE Forms are not provided in the bid Documents.
However, H. H. Paving commits to contracting

0.5% MBE to Paul D. Williams Hauling, Dunn, NC
0.5% WBE to Garrett Trucking, Fayetteville, NC
D. E. A. B. J.

Estimated total cost of items that Bidder states will be performed by Subcontractor.

(\$ TBD).

BUY AMERICAN CERTIFICATE

By submitting a bid/proposal, except for those items listed by the offeror below or on a separate and clearly identified attachment to this bid/proposal, the offeror certifies that steel and each manufactured product, is produced in the United States (as defined in the clause Buy American - Steel and Manufactured Products or Buy American - Steel and Manufactured Products For Construction Contracts) and that components of unknown origin are considered to have been produced or manufactured outside the United States.

Offerors may obtain from the Engineer lists of articles, materials, and supplies accepted from this provision.

<u>Product</u>	<u>Country of Origin</u>
All Products	USA

Name of bidder: McLean Group Co, LLC
 By: [Signature]
 Title: Chief Estimator
 Date: 6-2-21

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offer/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

Reference
49 CFR Part 29
FAA Order 5100.38

Name of bidder: J. H. Alvarado & Co., LLC
By: [Signature]
Title: Chief Estimator
Date: 6-2-21

BIDDER QUALIFICATION QUESTIONNAIRE

Submitted by: H. Alan Paving Co., LLC
Name of Bidder

General Contractor's License # 55505
() An Individual () A Partnership () A Corporation LLC (B)

Principal Office Address: 2031 Middle Road Fayetteville, NC 28306
mail: P.O. Box 1243, Fayetteville, NC 28302

The undersigned guarantees the truth and accuracy of all statements and all answers to questions hereinafter made.

1. How many years has your organization been in business as a contractor under your present name?
19

2. How many years' experience in construction work has your organization had as a general contractor?
19

As a Subcontractor? 19

3. List below the requested information concerning projects your organization has completed in the last five (5) years for the type of work required in this project. (Use additional sheets if necessary)

Project Title	Contract Amount	Required Completion Date	Actual Completion Date	Name/Address of Owner
<u>List provide projects awarded upon request</u>				

4. Have you ever failed to complete any work awarded to you? no

If so, where and why?

- 5. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a construction contract? If so, state name of individual, name of other organization, and reason therefore.

No

- 6. Has any officer or partner of your organization ever failed to complete a construction contract handled in his own name? If so, state name of individual, name of owner and reason therefore.

No

- 7. Give below any information which would indicate the size and capacity of your organization, including number of employees, equipment owned by your organization, etc., which are available for utilization on this Contract.

Employees ± 300

Bonding Capacity, \$80 million

Equipment - Fleet exceeds demands of this project

- 8. List below the names and address of the subcontractors you may expect to employ on this Contract and a description of the work each subcontractor will perform.

TBD

- 9. List below the sources of supply of the various materials you intend to incorporate in this Contract.

Source of Supply

Material

TBD

10. What is your bonding capacity? + \$ 80 million

11. What amount of your bonding capacity has been used as of the date of this bid?
+ \$ 25 million

I, the undersigned, do hereby declare that the foregoing statements are true and correct, all as of the date hereinafter set forth, and that those examining this document have my permission to contact any or all of those parties listed in this questionnaire. Incorrect or misleading statements in this questionnaire shall be grounds for a determination of non-responsibility with respect to such contractor

BIDDER NAME:

[Signature]
(Signature)
David P. Byrd
(Print name)

COMPANY NAME:

Highland Parlor Co., LLC
(Type or print)

COMPANY ADDRESS:

P. O. Box 1843
Fayetteville, NC 28302

(Type or print)

BID SECURITY

ATTACH BID SECURITY BELOW

BID FORM

(Failure to furnish all requested data will be cause for considering Bidder non-responsive and may render this Bid invalid on that basis.)

BID FOR: CLINTON-SAMPSON COUNTY AIRPORT
PROJECT: FBO APRON REHABILITATION

SUBMITTED TO: Sampson County / City of Clinton

SUBMITTED BY: Highland Paving Co., LLC
Bidder's Name
P.O. Box 1843
Address
Fayetteville, NC 28302
City, State and Zip Code
910-485-5790
Phone Number

1. The undersigned, hereinafter called Bidder, in compliance with the "Notice to Bidders," accepting all of the terms and conditions of the "Instructions to Bidders," including without limitation those dealing with the disposition of Bid Security; proposes and agrees, if awarded the Contract, to enter into an Agreement with the Owner in the form of Agreement included in the Contract Documents, to furnish all materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the work to be performed under this Contract, in full and complete accordance with the shown, noted, described and reasonably intended requirements of the Contract Documents, to the full and entire satisfaction of the Owner, for the amounts contained in the Bid Schedules.
2. This Bid will remain open for 90 days after the day of Bid opening. If awarded a contract, Bidder will sign the Agreement and submit the Contract Security and other documents required by the Contract Documents within **two (2) days** after the date indicated in Owner's Notice of Award.
3. In submitting this Bid, Bidder represents that:
 - a. Bidder has become thoroughly familiar with the terms and conditions of the proposed Contract Documents accepting the same as sufficient to indicate understanding of all the conditions and requirements under the Contract which will be executed for the Work.
 - b. Bidder has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.

- c. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
- d. That no member of the Airport Commission or Staff or other officers or employees of said Owner is interested directly or indirectly in the Bid or in any portion of the Bid nor in the Contract or any part of the Contract which may be awarded the undersigned on the basis of such Bid.
- e. It is a condition of this Bid and any subsequent contract entered into pursuant to this Bid, and it shall be made a condition of each subcontract entered into pursuant to the prime contract that the Contractor and any Subcontractor shall not require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsatisfactory, hazardous, or dangerous to his health or safety, as determined under Construction Safety and Health Standards, Title 29, CFR, Part 1518 36FR7340, promulgated by the U.S. Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act, 82, Stat. 96; that it is a further condition of this Bid that he shall be solely responsible for the enforcement of such Construction and Health Standards, and that he definitely understands that the Owner and his authorized representatives will not assume any liability resulting from his failure to police and enforce all such standards.
- f. The description under each bid item, being briefly stated, implies, although it does not mention, all incidentals and that the prices stated are intended to cover all such work, materials and incidentals as constitute Bidder's obligations as described in the Specifications, and any details not specifically mentioned, but evidently included in the Contract shall be compensated for in the item which most logically includes it.
- g. The Unit Prices Bid includes all applicable taxes and fees. Bids shall also include appropriate provisions for price escalation for materials and labors including but not limited to increase in federal, state or local sales taxes and income or FICA taxes.

4. CONTRACT TIME

BIDDER AGREES THAT:

- a. The work will be completed within the time specified in General Provisions, Section 80.
- b. He will commence work with an adequate force and equipment at the time stated in the Notice to Proceed, and complete all work in the number of days stipulated from the date stated in said notice including working overtime or on Saturdays, Sundays, or legal holidays except as specifically allowed by the Contract Documents and approved by the Owner.
- c. The quantities of work listed in the Bid Schedule are approximate and are assumed solely for comparison of Bids. Compensation will be based upon the unit price bid and actual quantities of work performed in accordance with the Contract Documents.

5. BID SCHEDULE: Per Contract Documents
 BASE BID: \$ 373,587.50

a. Bids shall include all sales tax and other applicable taxes and fees.

ALTERNATE BID: \$ 424,787.50

a. Bids shall include all sales tax and other applicable taxes and fees.

6. Execution of Contract: Bidder agrees that in case of failure on his part to execute the said Contract and Bonds within 2 days after the date indicated in the "Notice of Award", the check or bid bond accompanying this Bid, and the money payable thereon, shall be paid to the Owner as liquidated damages for such failure; otherwise the Bid Bond or check accompanying this Bid shall be returned to the undersigned.

7. BID DOCUMENTATION:

The following documents are attached to and made a part of this Bid:

- a. Required Bid Security in the form of a Bid Bond payable to the order of Sampson County/City of Clinton
- b. Noncollusion Affidavit
- c. Equal Opportunity (EEO) Report Statement
- d. Disadvantage Business Enterprise (DBE) Statement
- e. Certificate of Nonsegregated Facilities
- f. Subcontractor List
- g. Certification Regarding Fair Trade
- h. Buy American Certification
- i. Debarment Certification
- j. Bidders Qualification Questionnaire (if requested)

8. Name and business address (mailing and street) of Bidder to which all formal notices shall be sent:

Highland Paving Co., LLC
P.O. Box 1893, Fayetteville, NC 28302

9. The terms used in this Bid which are defined in the General Provisions of the Construction Contract included as a part of the Contract Documents have the meanings assigned to them in the General Provisions.

10. Bidder hereby acknowledges receipt of the following addenda:

Addendum No.	Date
<u>1</u>	<u>5-28-21</u>
_____	_____
_____	_____

11. The Bidder shall state on the line below, if a corporation, the name of state in which incorporated and the date of said corporation.

_____ NC 2002 _____

Signed this _____ day of _____, 20__

Contractor: H. J. Lane Parry Co., LLC

By: [Signature]
(Signature of individual, partner or officer signing the Bid)

(SEAL)

[Signature]

ATTEST:

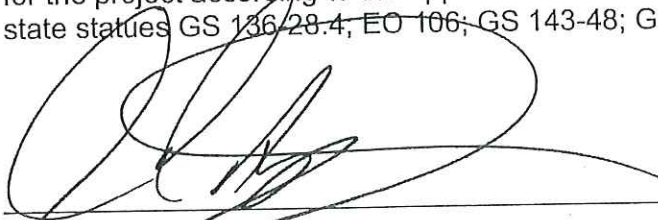
55585
License Number

NOTE: If Contractor is a Corporation, Secretary should attest seal. Seal is required if Bidder is a Corporation. If Contractor is a Partnership, all partners shall execute the Bid (add spaces as required).

AV-508 Pre Bid DBE/MBE/WBE Goal Notification and Certification

Airport: CLINTON - Sampson County Airport
Project Number: AVCON: 2019.0290.01 State No. 36237.12.162
Project Description: FBO Apron Rehabilitation
DBE/MBE/WBE Goal: 0.5% MBE 0.5% WBE

I acknowledge the above goal and certify that it was used in the bid documents for the project according to the applicable federal law CFR Title 49 Part 26 and state statutes GS 136-28.4, EO 106, GS 143-48, GS 136-28.10



Sponsor Signature

6.2.21

Date

David D. Abyle, Chief Estimator

Name, Title

Attach a copy of proposed advertisement and/or contract documents

AV-508 (1/15)

ADDENDUM
NO. 1

to Plans, Specifications and Contract Documents for
CLINTON-SAMPSON COUNTY AIRPORT (CTZ)
"FBO APRON REHABILITATION"
SAMPSON COUNTY, NC



TO: ALL PROSPECTIVE BIDDERS

DATE: 05/28/2021

NOTICE TO BIDDERS

Bidders and other interested parties are informed that the above referenced plans, specifications, and contract documents are hereby revised, changed, and supplemented as set forth below. Bidders must acknowledge receipt of this addendum in the Proposal.

CONTRACTS AND SPECIFICATIONS

1. Addendum No. 1 modifies Notice to Bidders by: **REMOVE** and **REPLACE** the first sentence in paragraph 3 on page NTB-2 with the following:

"The maximum construction time allowed for the Project is 35 Consecutive Calendar Days for Base Bid or 35 Consecutive Calendar Days and for Alternative Bid."
2. Addendum No. 1 modifies Bid Schedule – Base Bid by: **REMOVE** and **REPLACE** with the attached **Bid Schedule – Base Bid – Add. No. 1.**
3. Addendum No. 1 modifies Bid Schedule – Alternate Bid by: **REMOVE** and **REPLACE** with the attached **Bid Schedule – Alternate Bid – Add. No. 1.**
4. Addendum No. 1 modifies Item P-104 by: **REMOVE** Specification Item P-104 and **REPLACE** with the attached **Specification Item S-104.**
5. Addendum No. 1 modifies Item P-620 by: **REMOVE** and **REPLACE** Specification Item P-620 with the attached **Specification Item P-620.**
6. Addendum No. 1 modifies Item P-608 by: **REMOVE** Specification Item P-608 and **REPLACE** with the attached **Specification Item P-631.**
7. Addendum No. 1 modifies DBE Participation SP1-G62 by: **REMOVE** DBE Participation SP1-G62 and **REPLACE** with attached **SP1-G68.**
8. Pre-bid Agenda and sign-in sheet are attached.

PLANS

1. Addendum No. 1 modifies Cover Sheet by: **REMOVE** and **REPLACE** Base Bid (P-401 Option) quantities with the attached quantities included in Bid Schedule – Base Bid – Add. No. 1.
2. Addendum No. 1 modifies Cover Sheet by: **REMOVE** and **REPLACE** Alternate Bid (P-404 Option) quantities with the attached quantities included in Bid Schedule – Alternate Bid – Add. No. 1.

3. Addendum No. 1 modifies Sheet C-05 by: REMOVE and REPLACE with the attached Sheet C-05.

QUESTIONS AND ANSWERS

1. Question: Is there a seal coat specification included in the bidding documents?

Answer: Yes, as part of Addendum No. 1, Item P-608 of the specifications has been replaced with Item P-631. The P-631 is only included with the Base Bid and is not required for the Alternate Bid.

2. Question: Will AVCON provide a Quality Assurance (QA) personnel to perform core testing?

Answer: Yes.

3. When will the contractor need to provide survey information?

Answer: The contractor will be required to provide survey spots at subgrade, stone, and pavement lifts and final grades. Additional requirements are provided in Specification Item S-104 included as a part of Addendum No. 1.

4. Will ASR testing be required for this project?

Answer: No.

5. Question: Where are the plans and bid documents posted?

Answer: Bidding documents and plans can be found at Duncan Parnell Public Bidroom (dpibidroom.com).

6. Question: Can CAD files for the project be provided for bidding purposes?

Answer: No, however, CAD files will be provided to the awarded contractor.

7. Is a control strip required for either P-401 asphalt mix or the P-404 fuel resistant asphalt mix?

Answer: No. As outline in Specification Item P-401-3.5 and Specification Item 404-3.6, a control strip is not required for the Base Bid or the Alternate Bid.

8. Are airport access badges needed for the project?

Answer: No.

This **ADDENDUM NO. 1** forms a part of the Contract Documents and modifies the original plan drawings and specifications **dated MAY 2021** as noted and included herein. Acknowledge receipt of this ADDENDUM in the space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification.

END OF ADDENDUM NO. 1

BIDDER INITIALS LAB

BIDDER: Highland Paving Co., LLC DATE: 6-2-21

1. Price: Includes all labor, materials, and equipment, etc. required to complete project.
2. Completion Date: Indicates in calendar days after notice to proceed.
3. In submitting this bid, I certify: a) Items bid are in exact accordance with specifications, unless noted in bid & b) Prices in this bid have been arrived at independently, without consultation or agreement with any competitor for purpose of restricting competition.
4. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms, He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a proposal, which includes initials on each bid form sheet, shall be prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans, and specifications.

Airport: CLINTON-SAMPSON COUNTY AIRPORT
 Project: FBO APRON REHABILITATION

Item No.	Item Description and Unit Price in Words	Unit	Estimated Quantity	Unit Price in Numbers	Total Amount Per Item
S-102	Safety and Security at <u>One Thousand</u> dollars and <u>00/100</u> cents	LS	1	\$ <u>1,000.⁰⁰</u>	\$ <u>1,000.⁰⁰</u>
S-102	Aviation Barricades at <u>Two Hundred Twenty Five</u> dollars and <u>00/100</u> cents	EA	22	\$ <u>225.⁰⁰</u>	\$ <u>4,950.⁰⁰</u>
S-104	Project Survey and Stakeout at <u>Ten Thousand Nine Hundred</u> dollars and <u>00/100</u> cents	LS	1	\$ <u>10,900.⁰⁰</u>	\$ <u>10,900.⁰⁰</u>
S-140	Aircraft Tie Down Removal at <u>Two Hundred</u> dollars and <u>00/100</u> cents	EA	15	\$ <u>200.⁰⁰</u>	\$ <u>3,000.⁰⁰</u>
C-100	Contractor Quality Control Program at <u>Seventeen Thousand Five Hundred</u> dollars and <u>00/100</u> cents	LS	1	\$ <u>17,500.⁰⁰</u>	\$ <u>17,500.⁰⁰</u>

CLINTON-SAMPSON COUNTY AIRPORT
 FBO APRON REHABILITATION

BS-1

BID SCHEDULE - BASE BID
 ISSUED FOR BID-ADDENDUM NO. 1

BID SCHEDULE - BASE BID - ADD. NO. 1

BIDDER INITIALS LAB

C-102	Construction Entrance at <u>Twenty four hundred</u> dollars and <u>00/100</u> cents	EA	1	\$ <u>2,400.00</u>	\$ <u>2,400.00</u>
C-102	Temporary Silt Fence at <u>Five</u> dollars and <u>00/100</u> cents	LF	350	\$ <u>5.00</u>	\$ <u>1,750.00</u>
C-105	Mobilization at <u>Nine thousand</u> dollars and <u>00/100</u> cents	LS	1	\$ <u>9,000.00</u>	\$ <u>9,000.00</u>
P-101	Asphalt Pavement Removal at <u>Three</u> dollars and <u>00/100</u> cents	SY	5,100	\$ <u>3.00</u>	\$ <u>15,300.00</u>
P-101	Concrete Pavement Removal at <u>Twelve</u> dollars and <u>00/100</u> cents	SY	110	\$ <u>12.00</u>	\$ <u>1,320.00</u>
P-152	Unclassified Excavation at <u>Twelve</u> dollars and <u>00/100</u> cents	CY	1,250	\$ <u>12.00</u>	\$ <u>15,000.00</u>
P-209	Crushed Aggregate Base Course (6") at <u>Twenty four</u> dollars and <u>50/100</u> cents	CY	900	\$ <u>94.50</u>	\$ <u>85,050.00</u>
P-401	Bituminous Asphalt Mix Surface Course (4") at <u>One hundred forty</u> dollars and <u>00/100</u> cents	TON	1,250	\$ <u>140.00</u>	\$ <u>175,000.00</u>
P-404	Fuel Resistant Asphalt Mix (2") at <u>Two hundred fifty</u> dollars and <u>00/100</u> cents	TON	0	\$ <u>250.00</u>	\$ <u>0.00</u>
P-602	Emulsified Asphalt Prime Coat at <u>E. At</u> dollars and <u>00/100</u> cents	GAL	810	\$ <u>8.00</u>	\$ <u>6,480.00</u>
P-603	Emulsified Asphalt Tack Coat at <u>Two</u> dollars and <u>00/100</u> cents	GAL	410	\$ <u>2.00</u>	\$ <u>820.00</u>

CLINTON-SAMPSON COUNTY AIRPORT
FBO APRON REHABILITATION

BS-2

BID SCHEDULE - BASE BID
ISSUED FOR BID-ADDENDUM NO. 1

BID SCHEDULE - BASE BID - ADD. NO. 1

BIDDER INITIALS LAB

P-620	Temporary Pavement Marking (Yellow) at <u>eight</u> dollars and <u>00/100</u> cents	SF	120	\$ <u>8.00</u>	\$ <u>960.00</u>
P-620	Permanent Pavement Marking at <u>Nineteen</u> dollars and <u>00/100</u> cents	SF	120	\$ <u>19.00</u>	\$ <u>2,280.00</u>
P-631	Refined Coal Tar Emulsion with Additives for Slurry Coat at <u>Thirteen</u> dollars and <u>25/100</u> cents	GAL	270	\$ <u>13.25</u>	\$ <u>3,577.50</u>
M-102	Aircraft Tie Down at <u>Eleven Hundred Forty</u> dollars and <u>00/100</u> cents	EA	15	\$ <u>1,140.00</u>	\$ <u>17,100.00</u>
P-901	Seeding at <u>One Hundred</u> dollars and <u>00/100</u> cents	AC	1	\$ <u>100.00</u>	\$ <u>100.00</u>
P-908	Mulching at <u>One Hundred</u> dollars and <u>00/100</u> cents	AC	1	\$ <u>100.00</u>	\$ <u>100.00</u>

TOTAL AMOUNT OF SCHEDULE 1 BASE BID (IN WORDS)
Three Hundred Seventy Three
Thousand Five Hundred Dollars
Eighty Seven & 50/100 Cents

Total Schedule 1 Base Bid Amount \$ 373,587.50

BIDDER INITIALS LSB

BIDDER: Highland Planning Co., LLC DATE: 6-2-21

1. Price: Includes all labor, materials, and equipment, etc. required to complete project.
2. Completion Date: Indicates in calendar days after notice to proceed.
3. In submitting this bid, I certify: a) Items bid are in exact accordance with specifications, unless noted in bid & b) Prices in this bid have been arrived at independently, without consultation or agreement with any competitor for purpose of restricting competition.
4. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms, He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a proposal, which includes initials on each bid form sheet, shall be prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans, and specifications.

Airport: CLINTON-SAMPSON COUNTY AIRPORT
 Project: FBO APRON REHABILITATION

Item No.	Item Description and Unit Price in Words	Unit	Estimated Quantity	Unit Price in Numbers	Total Amount Per Item
S-102	Safety and Security at <u>One Thousand</u> dollars and <u>00/100</u> cents	LS	1	\$ <u>1,000.⁰⁰</u>	\$ <u>1,000.⁰⁰</u>
S-102	Aviation Barricades at <u>Two hundred Twenty Five</u> dollars and <u>00/100</u> cents	EA	22	\$ <u>225.⁰⁰</u>	\$ <u>4,950.⁰⁰</u>
S-104	Project Survey and Stakeout at <u>Ten thousand Nine hundred</u> dollars and <u>00/100</u> cents	LS	1	\$ <u>10,900.⁰⁰</u>	\$ <u>10,900.⁰⁰</u>
S-140	Aircraft Tie Down Removal at <u>Two Hundred</u> dollars and <u>00/100</u> cents	EA	15	\$ <u>200.⁰⁰</u>	\$ <u>3,000.⁰⁰</u>
C-100	Contractor Quality Control Program at <u>Seventeen Thousand Five</u> dollars and <u>00/100</u> cents	LS	1	\$ <u>17,500.⁰⁰</u>	\$ <u>17,500.⁰⁰</u>

CLINTON-SAMPSON COUNTY AIRPORT
 FBO APRON REHABILITATION

BS-4

BID SCHEDULE - ALTERNATE BID
 ISSUED FOR BID-ADDENDUM NO. 1

BID SCHEDULE - ALTERNATE BID - ADD. NO. 1

BIDDER INITIALS LAB

C-102	Construction Entrance at <u>Twenty Four Hundred</u> dollars and <u>00/100</u> cents	EA	1	\$ <u>2,400.⁰⁰</u>	\$ <u>2,400.⁰⁰</u>
C-102	Temporary Silt Fence at <u>Five</u> dollars and <u>00/100</u> cents	LF	350	\$ <u>5.⁰⁰</u>	\$ <u>1,750.⁰⁰</u>
C-105	Mobilization at <u>Five Thousand</u> dollars and <u>00/100</u> cents	LS	1	\$ <u>9,000.⁰⁰</u>	\$ <u>9,000.⁰⁰</u>
P-101	Asphalt Pavement Removal at <u>Three</u> dollars and <u>00/100</u> cents	SY	5,100	\$ <u>3.⁰⁰</u>	\$ <u>15,300.⁰⁰</u>
P-101	Concrete Pavement Removal at <u>Twelve</u> dollars and <u>00/100</u> cents	SY	110	\$ <u>12.⁰⁰</u>	\$ <u>1,320.⁰⁰</u>
P-152	Unclassified Excavation at <u>Twelve</u> dollars and <u>00/100</u> cents	CY	1,250	\$ <u>12.⁰⁰</u>	\$ <u>15,000.⁰⁰</u>
P-209	Crushed Aggregate Base Course (6") at <u>Ninety Four</u> dollars and <u>50/100</u> cents	CY	900	\$ <u>94.⁵⁰</u>	\$ <u>85,050.⁰⁰</u>
P-401	Bituminous Asphalt Mix Surface Course (4") at <u>One Hundred Forty</u> dollars and <u>00/100</u> cents	TON	580	\$ <u>140.⁰⁰</u>	\$ <u>81,200.⁰⁰</u>
P-404	Fuel Resistant Asphalt Mix at <u>Two Hundred Fifty</u> dollars and <u>00/100</u> cents	TON	580	\$ <u>250.⁰⁰</u>	\$ <u>145,000.⁰⁰</u>
P-602	Emulsified Asphalt Prime Coat at <u>Eight</u> dollars and <u>00/100</u> cents	GAL	810	\$ <u>8.⁰⁰</u>	\$ <u>6,480.⁰⁰</u>
P-603	Emulsified Asphalt Tack Coat at <u>Two</u> dollars and <u>00/100</u> cents	GAL	410	\$ <u>2.⁰⁰</u>	\$ <u>820.⁰⁰</u>

CLINTON-SAMPSON COUNTY AIRPORT
FBO APRON REHABILITATION

BS-5

BID SCHEDULE - ALTERNATE BID
ISSUED FOR BID-ADDENDUM NO. 1

BID SCHEDULE - ALTERNATE BID - ADD. NO. 1

BIDDER INITIALS LAB

P-620	Temporary Pavement Marking (Yellow) at <u>Eight</u> dollars and <u>00/100</u> cents	SF	120	\$ <u>8.00</u>	\$ <u>960.00</u>
P-620	Permanent Pavement Marking at <u>Nineteen</u> dollars and <u>00/100</u> cents	SF	120	\$ <u>19.00</u>	\$ <u>2,280.00</u>
P-631	Refined Coal Tar Emulsion with Additives for Slurry Coat at <u>Thirteen</u> dollars and <u>25/100</u> cents	GAL	0	\$ <u>13.25</u>	\$ <u>3,577.50</u>
M-102	Aircraft Tie Down at <u>Eleven Hundred Fifty</u> dollars and <u>00/100</u> cents	EA	15	\$ <u>1,140.00</u>	\$ <u>17,100.00</u>
P-901	Seeding at <u>One Hundred</u> dollars and <u>00/100</u> cents	AC	1	\$ <u>100.00</u>	\$ <u>100.00</u>
P-908	Mulching at <u>One Hundred</u> dollars and <u>00/100</u> cents	AC	1	\$ <u>100.00</u>	\$ <u>100.00</u>

TOTAL AMOUNT OF SCHEDULE 1 ALTERNATE BID (IN WORDS)
Four Hundred Twenty Four Dollars
Thousand Seven Hundred Dollars
Eighty Seven & 50/100 Cents

Total Schedule 1 Alternate Bid Amount \$ 424,787.50

BID SCHEDULE - ALTERNATE BID - ADD. NO. 1

BIDDER INITIALS QAB

CLINTON-SAMPSON COUNTY AIRPORT
FBO APRON REHABILITATION

BS-5

BID SCHEDULE - ALTERNATE BID
ISSUED FOR BID- ADDENDUM NO. 1

<p align="center">UNITED STATES DEPARTMENT OF AGRICULTURE</p> <p align="center">LEASE AMENDMENT</p>	<p align="center">LEASE AMENDMENT No. 4</p>
<p>ADDRESS OF PREMISES</p> <p>80 County Complex Clinton, NC 28328</p>	<p>TO LEASE NO. Sampson County North Carolina USDA Service Center</p> <p>PDN Number: N/A</p>

THIS AMENDMENT is made and entered into between **Sampson County**

whose address is: **406 County Complex Road; Clinton, North Carolina 28328**

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to extend lease term.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

1. Effective upon execution by the Government, the lease period of the above described premises will be extended from **January 1, 2022** through **December 31, 2024**.
2. **Effective January 1, 2022**, the Government will pay the Lessor annual rent of **\$46,365.00** payable at the rate of **\$3,863.75** per month (representing **\$8.25*** per square foot for **5,620** net usable square feet of office space) in arrears. (*Rates may be rounded.)
3. The Lessor must have an active/updated registration in the System for Award Management (SAM) System (<https://www.sam.gov>) upon receipt of this lease Amendment. The Government will not process rent payments to Lessors without an active/updated SAM Registration.

(Continued on next page...)

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: _____
Name: Edwin W. Causey
Title: County Manager
Entity Name: Sampson County
Date: July 12, 2021

Signature: _____
Name: _____
Title: Lease Contracting Officer, USDA
Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: Susan J. Holder
Title: Assist. County Manager/Clerk to the Board
Date: July 12, 2021

(Amendment continued...) ...parties covenant and agree that the said Lease is amended as follows:

4. Janitorial requirements now include the following:

Cleaning and Disinfecting requirements. The Lessor shall routinely wipe down all solid, high contact surfaces in common and high traffic areas using soap and water, followed by a disinfectant from the EPA-registered list of products. Cleaning staff shall use products in accordance with directions provided by the manufacturer, including the use of personal protective equipment (PPE), if applicable. Disinfection application and products should be chosen so as to not damage interior finishes or furnishings.

“Routinely,” for purposes of this section, is defined as no less than once daily. More frequent cleaning and disinfection may be required based on level of use.

Examples of common and high traffic areas include, but are not limited to, handrails, door knobs, key card scan pads, light switches, countertops, table tops, water faucets and handles, elevator buttons, sinks, toilets and control handles, restroom stall handles, toilet paper and other paper dispensers, door handles and push plates, water cooler and drinking fountain controls. Disinfected surfaces should be allowed to air dry.

INITIALS: _____ & _____
LESSOR LESSOR GOV'T



AFFIDAVIT OF PUBLICATION
STATE OF NORTH CAROLINA
COUNTY OF SAMPSON

SHERRY MATTHEWS, GENERAL MANAGER/ADVERTISING DIRECTOR of the Sampson Independent, a newspaper published in Sampson County, N.C. being duly sworn, says that at the time the attached notice was published in the SAMPSON INDEPENDENT, said newspaper met all of the requirements and qualifications prescribed by North Carolina General Statue 1-597; that said newspaper had a general circulation to actual paid subscribers; and was admitted to the United States mail as second class matter in Sampson County, N.C.; and further, that the attached notice was published in the SAMPSON INDEPENDENT on

June 09, 2021.
Sherry Matthews
General Manager/Advertising Director

Sworn to and subscribed before me this the 9th day of June, 2021.

Bertha DeCuller
NOTARY PUBLIC

My commission expires: June 20, 2025

**PUBLIC NOTICE
LEASE OF COUNTY
PROPERTY**

At their regular meeting on July 12, 2021, the Sampson County Board of Commissioners will consider a request from USDA to extend their lease for 5,620 net usable square feet of space located at 80 County Complex Road, Clinton NC. If approved, the lease period would be extended from January 1, 2022 through December 31, 2024. Effective January 1, 2022, USDA would pay Sampson County annual rent of \$46,365.00 payable at the rate of \$3,863.75 per month (representing \$8.25* per square foot for 5,620 net usable square feet of office space) in arrears. The proposed lease amendment, which includes additional detailed terms, may be viewed and a copy obtained at the County Administration Building, located at 406 County Complex Rd., Bldg. C, Clinton, NC 28328. All persons interested in this lease are invited to attend the regular meeting of the Sampson County Board of Commissioners, to be held in the County Auditorium, located at 435 Rowan Rd., Clinton, NC 28328, at 6:00 pm on Monday, July 12, 2021.

The Sampson Independent
June 9, 2021.c.



COOPERATIVE SERVICE AGREEMENT
between
SAMPSON COUNTY
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1 – PURPOSE

The purpose of this Cooperative Service Agreement is to provide Sampson County, North Carolina residents and others beaver damage management services following Beaver Management Assistance Program (BMAP) Policies and Procedures (Appendix 1) to reduce or eliminate property damage and threats to human health and safety caused by beaver activities. Work will be conducted in Sampson County. These services will be provided above and beyond that received through the County’s participation in the BMAP.

ARTICLE 2 – AUTHORITY

APHIS-WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 8353, to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3 - MUTUAL RESPONSIBILITIES

The cooperating parties mutually understand and agree to/that:

1. APHIS-WS shall perform services set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this agreement, to amend, modify, add or delete services from the Work Plan.
2. The Cooperator certifies that APHIS-WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management (WDM) services that the Cooperator is seeking from APHIS-WS.
3. There will be no equipment with a procurement price of \$5,000 or more per unit purchased directly with funds from the cooperator for use on this project. All other equipment purchased for the program is and will remain the property of APHIS-WS.
4. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

ARTICLE 4 - COOPERATOR RESPONSIBILITIES

Cooperator agrees:

1. To designate the following as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement:

Brad Hardison
County Extension Director
NC State University – College of Agriculture & Life Sciences
NC Cooperative Extension – Sampson County Center
55 Agriculture Place
Clinton, NC 28328
Brad_hardison@ncsu.edu
Phone: (910)-592-7161
Fax: (910)-592-9513

2. To authorize APHIS-WS to conduct direct control activities as defined in the Work Plan. APHIS-WS will be considered an invitee on the lands controlled by the Cooperator. Cooperator will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.
3. To reimburse APHIS-WS for costs, not to exceed the annually approved amount specified in the Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the agreement with amended Work Plan and Financial Plan shall be formally revised and signed by both parties before services resulting in additional costs are performed. The Cooperator agrees to pay all costs of services submitted via an invoice from APHIS-WS within 30 days of the date of the submitted invoice(s). Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996.
4. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.
5. As a condition of this agreement, the Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
6. To notify APHIS-WS verbally or in writing as far in advance as practical of the date and time of any proposed meetings related to the program.
7. The Cooperator acknowledges that APHIS-WS shall be responsible for administration of APHIS-WS activities and supervision of APHIS-WS personnel.
8. To obtain the appropriate permits for removal activities for beaver and list USDA, APHIS, Wildlife Services as sub-permittees.

ARTICLE 5 – APHIS-WS RESPONSIBILITIES

APHIS-WS Agrees:

1. To designate the following as the APHIS-WS authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement.

USDA, APHIS, WS
Attn: Steven H Smith, State Director
PO Box 80395
Raleigh, NC 27623-0395

2. To conduct activities at sites designated by Cooperator as described in the Work and Financial Plans. APHIS-WS will provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work Plan and Financial Plan of this agreement.
3. That the performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
4. To deposit \$67,500 as specified in the Financial Plan upon execution of this Cooperative Service Agreement for services agreed upon and specified in the Work Plan. Authorized auditing representatives of the Cooperator shall be accorded reasonable opportunity to inspect the accounts and records of APHIS-WS pertaining to such claims for reimbursement to the extent permitted by Federal law and regulations.

ARTICLE 6 – CONTINGENCY STATEMENT

This agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS-WS upon failure of Congress to so appropriate. This agreement may also be reduced or terminated if Congress only provides APHIS-WS funds for a finite period under a Continuing Resolution.

ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE

Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

ARTICLE 8 – CONGRESSIONAL RESTRICTIONS

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

ARTICLE 9 – LAWS AND REGULATIONS

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

ARTICLE 10 – LIABILITY

APHIS-WS assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 11 – NON-DISCRIMINATION CLAUSE

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

ARTICLE 12 – E-VERIFY REQUIREMENTS

If this agreement is subject to NCGS 143-133.3, the APHIS WS agrees that its hiring practices include the use of E-Verify; as a Federal Agency, APHIS WS is not subject to requirements of Article 2 of Chapter 64 of the NCGS.

ARTICLE 13 - DURATION, REVISIONS, EXTENSIONS, AND TERMINATIONS

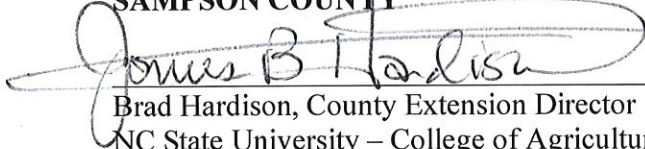
This agreement shall become effective on July 1, 2021 and shall continue through June 30, 2022, not to exceed five years. This Cooperative Service Agreement may be amended by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend the end date at least 10 days prior to expiration of the agreement. Also, this agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 60 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a Taxpayer Identification Number for individuals or businesses conducting business with the agency.

Cooperator's Tax ID No.: 56-6000338

APHIS-WS's Tax ID: 41-0696271

SAMPSON COUNTY



Brad Hardison, County Extension Director
NC State University – College of Agriculture & Life Sciences
NC Cooperative Extension – Sampson County Center
55 Agriculture Place
Clinton, NC 28328
Brad_hardison@ncsu.edu
Phone: (910)-592-7161
Fax: (910)-592-9513

6/11/21
Date

**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES**

Steven H Smith, State Director
USDA, APHIS, WS
PO Box 80395
Raleigh, NC 27623-0395

Date

Willie D Harris, Director, Eastern Region
USDA, APHIS, WS
920 Main Campus Drive, Suite 200
Raleigh, NC 27606

Date

"THIS INSTRUMENT HAS BEEN PREAUDITED IN THE
MANNER REQUIRED BY THE LOCAL GOVERNMENT
BUDGET AND FISCAL CONTROL ACT."

 2/1/2021
COUNTY FINANCE OFFICER

WORK PLAN

In accordance with the Cooperative Service Agreement between Sampson County and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS), this Work Plan sets forth the objectives, activities and budget of this project during the period of this agreement.

Location

Sampson County, NC

X Rural ___ Urban > 50,000

Program Objective

Sampson County requested assistance in managing beaver damage problems in addition to those services provided under the Beaver Management Assistance Program to further alleviate increased flooding problems, property damage, and protect human health and safety on lands identified by Sampson County.

Plan of Action

APHIS-WS will use an integrated pest management approach to manage beaver damage throughout Sampson County to help reduce property damage and protect human health and safety.

Residents of Sampson County will receive prompt technical assistance, direct beaver control measures, educational workshops and programs as requested, and liaison with regulatory agencies. Liaison with federal and state regulatory will be for the purposes of consultation on endangered and threatened species, wildlife management and ecology, permits to take wildlife as necessary, and state and federal laws and regulations. Details of planned activities are attached as Appendix 1, North Carolina Beaver management Assistance Program Policies and Procedures, FY 2021.

FINANCIAL PLAN

Cost Element		Full Cost
Personnel Compensation		\$45,087
Vehicles		\$5,000
Supplies and Materials		\$3,000
Subtotal (Direct Charges)		\$53,087
Pooled Job Costs	11.00%	\$5,840
Indirect Costs	16.15%	\$8,573
Agreement Total		\$67,500
<p>Unknown variables at each site include number of beaver present, number and size of beaver dams, size of area flooded/impacted, ease of access, number of cooperating adjoining landowners, and weather all impact the distribution of the budget. The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement but may not exceed \$67,500.</p>		

Financial Point of Contact (*for billing questions and invoicing*):

Brad Hardison, County Extension Director
 NC State University – College of Agriculture & Life Sciences
 NC Cooperative Extension – Sampson County Center
 55 Agriculture Place
 Clinton, NC 28328
 Brad_hardison@ncsu.edu
 Phone: (910)-592-7161
 Fax: (910)-592-9513

Catherine Saunders, Budget Analyst
 USDA APHIS WS
 PO Box 80395
 Raleigh, NC 27623-0395
Catherine.d.saunders@usda.gov
 Phone: (919) 326-6917

Appendix 1

NORTH CAROLINA BEAVER MANAGEMENT ASSISTANCE PROGRAM COMPREHENSIVE POLICIES AND PROCEDURES Updated October 2020

The North Carolina Beaver Management Assistance Pilot Program, later known as the Beaver Management Assistance Program (BMAP), was established in November 1992. Since that time the program has grown more than tenfold from four participating counties during the pilot program to 43 in state FY 2020-21. At the same time, BMAP services to the North Carolina Department of Transportation (NCDOT) have been provided to all 100 counties starting in federal FY 1998. To ensure that program administration and operation are clear, the Beaver Damage Control Advisory Board has compiled and approved the following policies and procedures.

History Of Beaver In North Carolina

Historically, beaver were considered a valuable natural resource and were an extremely important part of the North Carolina economy. Well into the 1800s, beaver fur was the primary item of trade, and without trapping or hunting regulations, beaver were trapped to near extinction by the late 1890s.

In the early 1900s, the economic and aesthetic value of beaver resulted in public demand for a statewide beaver restocking effort. In 1939, in an effort to assist the public and effectively manage wildlife and natural resources in the state, the North Carolina Department of Conservation and Development (the predecessor of the North Carolina Wildlife Resource Commission; NCWRC) obtained 29 beaver from Pennsylvania and released them in North Carolina on what is now the Sandhills Game Lands. In subsequent years, demand for beaver remained high and restocking programs were continued between 1951 and 1956, with an additional 54 beaver being stocked over a nine-county area. The restocking and management efforts of the NCWRC were successful, and by 1953 there were an estimated 1,000 beaver over a seven-county area in the state. Today, beaver occupy watersheds throughout nearly the entire state with an estimated statewide population over 500,000.

While beaver populations are thriving and expanding throughout the state, resource use practices have changed, and there is no longer as high a demand for beaver products as there once was. This has resulted, in some areas, in beaver populations expanding to levels where they conflict with the health, safety, and livelihood of people.

In the early 1990s, state and county agencies and the public had few places to turn for relief from beaver damage as private trappers were few and far between and generally conducted beaver damage control activities only as a hobby or part-time job. In the early to mid-1990s, at least three North Carolina counties attempted to use bounties to reduce beaver damage. These efforts proved to have little effect on alleviating specific beaver damage problems.

Creation Of The BMAP

Responding to public complaints and requests for assistance, the 1991 Session of the North Carolina Legislature created the North Carolina Beaver Damage Control Advisory Board (Advisory Board) effective July 1, 1992. The Advisory Board is composed of the administrative

heads, or their designees, of the NC Wildlife Resources Commission (Chair), NC Department of Agriculture and Consumer Services, NC Forest Service, NC Division of Soil and Water Conservation, NC Association of County Commissioners (replacing NC Cooperative Extension in 2019), NCDOT, NC Farm Bureau Federation, NC Forestry Association, and U.S. Dept. of Agriculture's Division of Wildlife Services (Wildlife Services). The Advisory Board was mandated to develop a program to manage beaver damage on public and private lands, and to advise NCWRC in the program's implementation. This included developing a priority system for responding to beaver damage complaints, developing a system for documenting activities, providing educational programs, providing for the hiring of personnel, and evaluating the costs and benefits of the program. Utilizing the expertise of NCWRC and Wildlife Services personnel, considering the history of beaver damage management efforts in the state, and drawing on the experiences of other states, the Advisory Board created the Beaver Management Assistance Pilot Program in November 1992. The primary focus of the program was oriented towards public health and safety and assistance to landholders experiencing beaver damage problems. The program was also structured to be flexible, fair, and feasible. Because of practical and ecological considerations, the program was designed to assist the NCDOT, landholders, and others to address specific beaver damage problems rather than to eradicate beaver populations over wide areas. The key to the success of the program was the active participation of the NCWRC, Wildlife Services, initial participating counties, landholders, NC Cooperative Extension Service, and NCDOT personnel. Because of the success of the pilot program, the name was changed to the Beaver Management Assistance Program (BMAP) in 1995 and made available to all NC counties.

Program Implementation

NCWRC is responsible for implementing BMAP, but enabling legislation allows the NCWRC to transfer program administration, upon agreement, to Wildlife Services. Presently, Wildlife Services is responsible for administration and supervision of the program, according to the plan developed by the Advisory Board and approved by the NCWRC. Wildlife specialists use an Integrated Wildlife Damage Management approach in which a combination of methods may be used or recommended to reduce wildlife damage. Wildlife specialists use proven beaver damage management techniques and equipment to alleviate beaver damage. Whenever feasible, the use of non-lethal techniques is recommended and/or implemented; however, lethal beaver removal techniques are the predominant methods used. Wildlife specialists encourage landholders not to remove beaver if they determine such activities would result in little or no benefit to the landholder. Due to practical and ecological considerations, the NCWRC does not permit relocation of beaver within the state.

When conducting lethal management activities under the BMAP, beaver are the target species. Trapping is the primary tool for removing beaver from public and private property. Beaver damage management techniques are used selectively to ensure public safety and minimize detrimental effects on other animals. Non-target animals other than nutria (an undesirable species not native to North America) and muskrat (which can damage habitat and cause bank erosion) are released whenever possible. Removed beaver are offered to the landholder, disposed of in a sanitary manner, or sold (when practical and feasible) to provide additional funding for the BMAP. Some may be kept for future research, study or educational needs, or other purposes. When necessary to alleviate flooding, beaver dams are removed by wildlife specialists using hand tools or explosives. All wildlife damage management activities that take place are undertaken according to relevant laws, regulations, policies, orders, or procedures.

The performance of beaver damage management actions by Wildlife Services comply with the National Environmental Policy Act, the Endangered Species Act, and all other applicable environmental statutes. In March 2015 an Environmental Assessment (EA), Aquatic Rodent Damage Management in North Carolina, covering beaver damage management activities conducted by Wildlife Services throughout the state was finalized. In July 2018 the Biological Assessment for the Management of Aquatic Rodent Damage in NC was completed. A new monitoring report was completed in March 2020 to meet new national environmental standards.

County Participation

County participation is required before any direct beaver damage management assistance is provided to landholders under the BMAP. All 100 counties in North Carolina are currently eligible to participate. Counties must renew their participation annually. Each year, Wildlife Services sends a letter to each county advising of its eligibility to participate in the program and requesting notice of its intent to do so in the upcoming fiscal year. To participate, a county must respond by the established deadlines set forth by the Advisory Board or general statute. Beginning January 2020, General Statute 113-291.10 requires that a county intending to participate in the program shall provide written notification of this intent no later than May 1 of the preceding state fiscal year (July 1 – June 30) and shall commit \$6,000 in local funds no later than July 31 of the fiscal year for which the enrollment is sought. Counties not in the program the previous fiscal year who elect to participate will be eligible to receive BMAP services for the following state fiscal year.

Questions concerning county participation or program operations should be directed to either the Wildlife Services office in Raleigh at (919) 786-4480 or the NC Wildlife Resources Commission Division of Wildlife Management office in Raleigh at (919) 707-0050.

BMAP Assistance In Participating Counties

Participating counties receive BMAP services based on the overall amount of funding the program receives that fiscal year, (which impacts the number of wildlife specialists that can be funded), and the total number of participating counties. The participation fee a county contributes allows landholders in that county to receive beaver and dam removal services at the reduced BMAP cost-share rate, as well as free technical assistance (guidance) from BMAP specialists. Services are provided on both public (NCDOT-owned) and private (non-NCDOT) lands in the county. BMAP specialists typically make 80-112 site visits (48-64 non-NCDOT and 32-48 NCDOT) to each participating county in a year. Due to recent decreases in NCDOT funding and a new, written approval protocol for assistance on NCDOT-owned property, BMAP specialists will likely have the capacity to make more site visits to private landholders and respond to requests more rapidly than in previous years. Visits to approved NCDOT sites will receive priority if the situation is deemed an emergency (defined as water going over roads or water threatening to reach the road within the next twenty-four hours). However, if a significant backlog of requests exist, non-emergency NCDOT site visits may be delayed assuring equity of service to private landholders (see Requests for Assistance for prioritizations). The number of site visits made in each participating county may vary depending on the funding provided and demand for services in that county each year.

Additional Expanded Services In Participating Counties

Participating counties occasionally request additional BMAP services beyond those that can be covered by the standard BMAP cost-share. Generally, requests for expanded assistance require hiring additional experienced personnel, which is inherently difficult, especially if such a request is for seasonal or less than full-time work. If Wildlife Services is able to accommodate such requests, any additional work provided to landholders in the county will follow BMAP policies and procedures: only specific beaver damage problems are addressed and landholders pay the typical BMAP cost-share fees (see Landholder Cost Share in Participating Counties for details). Cost-share fees paid by individual landholders will be used to support the overall BMAP. Counties requesting additional assistance pay the full costs for those services (e.g., labor, vehicle usage, supplies and equipment, etc.). In addition, both landholders and NCDOT will receive services. To receive additional expanded services, a county must enter into a cooperative service agreement with Wildlife Services with payment going directly to Wildlife Services.

Assistance To Landholders In Non-Participating Counties

Landholders and others residing in non-participating counties (counties electing not to opt in and submit the participation fee), are ineligible to receive BMAP services. Wildlife Services may, however, enter into beaver damage management cooperative service agreements with these landholders separate from the BMAP. Full costs of services provided under these agreements are paid by the landholder.

BMAP Assistance To NCDOT In Non-Participating Counties

BMAP services are conducted for the NCDOT in all North Carolina counties regardless of a county's participation in the program. Funding for statewide services on NCDOT lands is provided by NCDOT via cooperative service agreement with Wildlife Services. In counties where NCDOT work is done, NCDOT typically receives 32-48 site visits in a given fiscal year (based on current funding levels, historical demand, the number of counties worked, and the program's ability to meet increasing demand). NCDOT may prioritize requests for service as needed; response time may depend on local availability of BMAP specialists and the number of backlogged agreements in that county, as equity of service is a consideration (see Requests for Assistance for project prioritizations). Some non-participating counties may receive varying amounts of NCDOT services depending on available funding and demand in that county.

BMAP Administration And Funding

Implementation authority for the BMAP rests with the NCWRC, but enabling legislation allows the NCWRC to transfer program administration, upon agreement, to Wildlife Services. Presently, Wildlife Services administers the BMAP, according to the plan developed by the Beaver Damage Control Advisory Board and approved by the NCWRC. As of 2017, administration of the BMAP follows the state fiscal year (July 1 – June 30).

Funding for the BMAP comes from the NCWRC, NCDOT, participating county governments, Wildlife Services, and private landholders, making the BMAP a truly cooperative effort. Wildlife Services collects funds directly from NCWRC, participating counties, and private landholders to provide BMAP services at a reduced cost-share rate to private landholders in participating counties. Separate from the cost-share component of the program, NCDOT supplies funding directly to Wildlife Services to receive BMAP services on NCDOT rights-of-way statewide.

NCWRC Cost Share

The NCWRC provides annual funding for the BMAP in the amount of \$385,000.

NCDOT Cost Share

The NCDOT provides annual funding for the BMAP up to the amount of \$750,000. There are no additional cost-share charges to the NCDOT relating to beaver damage management along state-owned highways, roads, and bridges throughout North Carolina. If beaver damage management work must be conducted on adjacent properties to resolve a problem affecting NCDOT rights-of-way, those landholders are not charged for services.

COUNTY Cost Share

As of August 2019, General Statute 113-291.10 sets a \$6,000 participation fee that a county government must pay so that landholders, businesses, and others residing in that county are eligible for BMAP services. Counties paying the \$6,000 fee are considered participating counties at baseline. Counties may arrange to receive expanded access to BMAP services by agreement with Wildlife Services. All county participation fees are made payable to the USDA Wildlife Services, P.O. Box 80395, Raleigh, NC 27623-0395 ATTN.: Beaver Management Assistance Program.

FEDERAL Cost Share

In FY 2021-2022, Wildlife Services will fund \$25,000 towards the BMAP. This is also the minimum federal funding requirement set forth in NC G.S.113-291.10 (f).

LANDHOLDER Cost Share In Participating Counties

For purposes of this document, landholders in a participating county are those who own/lease land or operate a business in that county. This includes publicly and privately-owned businesses, municipalities, county governments, soil and water conservation districts and others. Landholders in participating counties that request BMAP services are required to pay a cost-share fee for services as set by the Advisory Board.

Landholder cost-share fees are billed and collected by Wildlife Services or by the county, are paid for by the county, or are indirectly collected by the county through a local tax where a county funds the landholder cost-share fees. Only counties paying for a full-time employee or more in additional expanded services (see Additional Expanded Services in Participating Counties) are given the option to collect cost-share fees directly from the landholder. In those cases, Wildlife Services does not collect any additional cost-share fees. All landholder cost-share fees collected by Wildlife Services are made available to the BMAP through a separate reimbursable agreement.

The Advisory Board has set the landholder cost share at \$25 for each separate site visit a wildlife specialist makes to a landholder's property or properties. There is no charge for the initial assessment, which is defined as the time spent with a landholder, whether in person or over the phone, to discuss the BMAP and sign any paperwork. A site visit is defined as a trip to a landholder's property or properties during which time beaver damage management activities

occur. A site visit may last an entire day (as might be the case when initially setting traps on a property), or as little as 15 minutes. Landholders are also charged \$125 for beaver dam removal. Landholders requesting BMAP services that require beaver damage management work on adjacent lands are required to provide for payment of those services. Additionally, written permission from adjacent landholders is required. After 15 visits to a specific landholder's property or properties in any given fiscal year, the landholder is required to pay full costs for any additional BMAP services.

Request For Assistance

Landholders should make requests for assistance through their designated county BMAP liaison, as listed in the Obtaining Services document distributed each year to interested parties and available for download at www.ncwildlife.org/BMAP under Who is Eligible to Participate? Counties designate their BMAP liaison when providing notification of their intent to participate in the program for the following year. The county BMAP liaison is typically selected from the county's cooperative extension service office or in some cases, their local soil and water conservation district office or other designated contact.

Requests for technical assistance, educational programs, and similar activities are given high priority and are provided at no cost to cooperators and the general public. Technical assistance includes recommendations, advice, and hands-on training aimed at teaching interested landholders and others how best to alleviate problems caused by beaver. Instructional materials are available for distribution statewide. Educational programs on beaver ecology and management are presented statewide.

Requests for direct assistance (BMAP specialists doing the work) are generally addressed on a first-come, first-served basis with top priority addressing threats to public health and safety, particularly along highway rights-of-way. Requests for help on state and county property and along highway rights-of-way should be made directly to the BMAP specialist. In general, the following priority rankings are observed when responding to requests for direct assistance:

1. Emergency situations on state highways, roads and bridges (approved NCDOT sites; emergency situations are defined as water going over roads or water threatening to reach the road within the next twenty-four hours)
2. County-owned property in participating counties
3. Landholders in participating counties
4. Cities/municipalities in participating counties
5. Preventative maintenance on state highways, roads and bridges (approved NCDOT sites)
6. Other lands (e.g., publicly traded corporations)

The following criteria define eligible locations for an NCDOT agreement that assists NCDOT and adjacent landholders:

- Preapproved locations in writing by the Division Maintenance Engineers

Logistic or travel cost considerations may require that some requests be worked out of order. In special cases, priority work areas may be established as determined by the BMAP specialist. Whenever possible, all requests for assistance will receive an initial response by telephone within 72 hours. Time of site visits and field work will vary according to current workloads.

Before assistance begins, the BMAP specialist makes an initial assessment with all relevant landholders to determine the extent of the problem caused by beaver, if any, and makes recommendations on the best course of action for addressing the damage problem. At this time the BMAP specialist offers to teach the landholder(s) how to address the problem, including hands-on training on the landholder's property. If the landholder is unable or uninterested in conducting the work his/herself and requests that the BMAP specialist conduct the work, the BMAP specialist estimates the time and cost share the landholder must pay to receive the recommended beaver management services. The landholder(s) signs an agreement that includes the estimated costs, the type of activities to be conducted on his/her land (e.g., trapping, shooting, installation of water control devices), and the granting of permission for BMAP specialists to work on his/her land.

BMAP specialists do not remove beaver and their dams if such activities are expected to have little benefit in protecting timber, agricultural interests, roadways, other property such as sewer systems or wastewater treatment facilities, or in protecting human health and safety. Sometimes a beaver damage problem affecting a landholder originates on adjacent properties not owned by the landholder. In these cases, the landholder requesting the services pays for any work done on those adjacent properties. Further, BMAP specialists will work on adjacent lands only if written permission is received from adjacent landholder(s).

Landholder Guarantee

BMAP activities are guaranteed for 30 days following the completion of a project. If a problem recurs within the guarantee period, the project is reworked at no additional charge.

PERSONNEL AND REPORTS

BMAP Wildlife Specialists

BMAP specialists are hired by, and work directly for, Wildlife Services. The number of specialists hired as full-time or part-time employees is determined by the BMAP budget. BMAP specialists generally work year-round as weather and other conditions allow.

Demand for beaver damage management activities on public and private lands varies throughout the year, with the least demand coming during the summer months. During such slow periods, BMAP specialists occasionally work on non-BMAP related projects that might be available. All costs (salaries, vehicle usage, supplies, equipment, etc.) associated with such work are covered by the other project's budget, reducing costs for the BMAP. This is a definite advantage to BMAP customers as additional BMAP services can be offered during more critical times of the year such as the winter season.

Supervision And Record Keeping

BMAP specialists are supervised out of the USDA Wildlife Services District Offices located in Greenville, Statesville, and Elizabethtown.

BMAP specialists and supervisors maintain records of all appropriate BMAP-related information with records based on the state fiscal year (July 1 – June 30). Information is provided to the NCWRC during periodic Advisory Board meetings and as needed throughout the year. An annual report documenting all activities during the state fiscal year is provided to the Advisory

Board and the NCWRC for review no later than October 1 following the end of the state fiscal year. County officials are also kept informed of progress through periodic meetings and/or reports.

Landholders are kept updated about ongoing work on their property. Once a project is complete, the landholder is sent an invoice listing the beaver management activities conducted on his/her land, including numbers of beaver and/or beaver dams removed, number of site visits, work start and stop dates, and cost. Landholders are given 30 days following billing to pay their cost share. Landholders not paying for services will be ineligible for any future services.

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

Phone 910-592-8146


Fax 910-592-1227

To: Ed Causey, County Manager
From: Jim Johnson, Tax Administrator
Date: June 29, 2021
Subject: Disposition of Records

I hereby request the destruction of the following records according to the North Carolina Department of Cultural Resources Records Retention and Disposition Schedule for Tax Administration:

Personal Property Abstracts	2001-2009
Mobile Home (DMV) Guides	1998-2009
Vessel Valuation Guides	2008-2009
Motor Vehicle Change of Address Forms (MAV-1)	2003-2012
Unlisted Personal Property Reports	1999, 2001-2009
Inactive Business Personal Property Abstracts	1979-2007
Deferred Value, Exempt Property Reports	2007-2010
Motor Vehicle Renewal Report	2006-2007
Discovery Billing Report	2006-2007
Public Utility Billing Report	2006-2007
Auditor Reports	2008-2009
Undelivered Mail	2020

Respectfully Submitted

Jim Johnson 

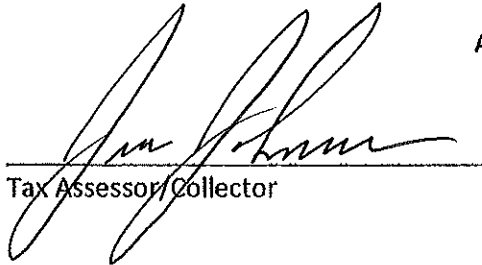
Tax Administration Records Retention and Disposition Schedule

The records retention and disposition schedule and retention periods governing the records series listed herein are hereby approved. In accordance with the provision of Chapters 121 and 132 of the *General Statutes of North Carolina*, it is agreed that the records do not and will not have further use or value for official business, research, or reference purposes after the respective retention periods specified herein and are authorized to be destroyed or otherwise disposed of by the agency or official having custody of them without further reference to or approval of either party to this agreement. The local government agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of destruction. Confidential records will be destroyed in such a manner that the records cannot be practicably read or reconstructed. However, records subject to audit or those legally required for ongoing official proceedings must be retained until released from such audits or official proceedings, notwithstanding the instructions of this schedule. *Public records, including electronic records, not listed in this schedule are not authorized to be destroyed.*

This local government agency and the Department of Cultural Resources agree that certain records series possess only brief administrative, fiscal, legal, research, and reference value. These records series have been designated by retention periods which allow these records to be destroyed when "*administrative value ends.*" The local government agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Cultural Resources has scheduled with the disposition instruction "*destroy when administrative value ends.*" If a municipality does not establish internal policies and retention periods, the municipality is not complying with the provisions of this retention schedule and is not authorized by the Department of Cultural Resources to destroy the records with the disposition instruction "*destroy when administrative value ends.*"

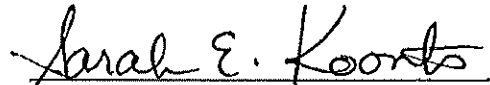
The local government agency and the Department of Cultural Resources concur that the long-term and/or permanent preservation of electronic records require additional commitment and active management by the agency. The agency agrees to comply with all policies, standards, and best practices published by the Department of Cultural Resources regarding the creation and management of electronic records.

It is further agreed that these records may not be destroyed prior to the time periods stated; however, for sufficient reason they may be retained for longer periods. This schedule is to remain in effect from the date of approval until it is reviewed and updated.



Tax Assessor/Collector


APPROVAL RECOMMENDED



Sarah E. Koonts, Director
Division of Archives and Records

APPROVED

Chairman, Bd. County Commissioners



Susan W. Kluttz, Secretary
Department of Cultural Resources

April 17, 2013

County: Sampson



Sampson County Finance Department
David K. Clack, Finance Officer

MEMORANDUM

TO: Board of Commissioners

FROM: David K. Clack, Finance Officer

DATE: July 1, 2021

SUBJECT: Contract for Equipment for Detention Center

Attached is a three-year contract for equipment in the Detention Center. The County Attorney has reviewed the contract.

We respectfully request that the Board approve the contract.



SAMP07012021

TO:	Sampson County	From:	Cornerstone Detention Products, Inc.
(Customer)	112 Fontana Street Clinton, North Carolina 28328	(Contractor)	621 Poole Drive Garner, NC 27529
Facility Location:	Sampson County Detention 112 Fontana Street Clinton, NC 28328	Proposal No.:	SAMP07012021
		Proposal Date:	June 24, 2021

Cornerstone Service Agreement Terms and Conditions

SCOPE AND DEFINITION OF SERVICES: The services provided shall be those indicated on the face hereof or as set forth in Attachment “A” and will be performed during Cornerstone’s normal working hours, unless otherwise agreed. Cornerstone Detention Products, Inc. herein is referred to as “Contractor”.

Cornerstone Detention Products, Inc. (The Contractor) will furnish its services as an independent contractor and not as an employee of Customer. It is agreed that the Contractor will take reasonable care and precautions in the performance of its work, and that Customer will maintain all necessary and required insurance coverage to protect itself against damage or injury to persons or property.

COVERAGE:

1. Base Contract as described in Attachment “A”
 - 24/7/365 support of all covered systems.
 - Response time as appropriate for critical outages.
 - Telephone technical support with direct access to our after-hours on-call technician via Cornerstone’s 24-hour emergency service phone number.
 - Priority service over noncontract Customers.
 - Discounted pricing for purchases when available.
 - Reduced labor rates from non-contract customers.
 - 100-presold service hours
2. Preventive Maintenance Service Options as per Attachment “A” - (INCLUDED)



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EXCLUSIONS:

1. Replacement parts are not included as part of this Agreement. If parts are required, they will be charged at a discount from the Manufacturer’s list price (if discounts are available to the Contractor).
2. The Contractor will not warrant materials provided by others under this Agreement.
3. Lift. Customer will need to provide a lift, where necessary, for access to the exterior cameras and cameras that cannot be reached with a 10’ ladder.

TERM: The commencement date of this Agreement shall be on the first day of July 2021 and shall be for an initial term of 3 Years. The Agreement shall be automatically renewed for the next Contract Year Period of the Agreement at the end of each Year Period unless terminated by either party by giving written notice to the other at least ninety (90) days prior to the end of the current Contract Year Period.

PAYMENT: The Institution shall pay to the Contractor the total base price as illustrated in the payment table below. As part of this Agreement, for labor and material required outside of the scope of services in Attachment “A”, Customer agrees to make payment of invoices for the base price services as well as for any invoices representing work outside the base scope outline in Attachment “A” within thirty (30) days of the date of the invoice. The Contractor reserves its right to refuse service or cancel this Agreement at any time that payments become delinquent.

Service Rates: Portal-to-portal maintenance service hours can be pre-purchased at rate of \$105.00 per hour (see "Emergency Presold Hours" below). If presold hours have been expended, additional labor hours will be billed at a rate of \$150 per hour for Contract Customers. **Noncontract Customers shall be billed at the Contractor’s standard service rate of \$195 per hour.** Weekends, holidays, and after hour service call rates shall be calculated at 1.5 times the billed rate (pre-purchased hours are exempt from this calculation).

* If an Applications Engineer is required, these services are invoiced at \$250 per hour portal-to-portal plus associated travel expenses from the local service office.

	Annual Cost	Quarterly Payment	Contract Period Begin	Contract Period End
Year 1	\$53,754.17	\$13,908.89	7/1/2021	6/30/2022
Year 2	\$55,635.56	\$14,395.70	7/1/2022	6/30/2023
Year 3	\$57,582.81	\$14,899.55	7/1/2023	6/30/2024



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- Base Contract includes a package of Forty (40) pre-sold service hours. Presold hours are used for emergency service calls. These hours can be used anytime (day, night, weekend, holiday). Presold hours do not roll over and unused presold hours expire at the end of each contract year. Presold hours are sold at a \$105 per hour rate and are used portal-to-portal. Pre-sold packages start at 40-hours.

Option No. 1 - Additional Emergency Pre-Sold Hours package (40 Pre-sold Service Hours, Hours do not roll over).

Option 1 - ADD \$4,200.00

Option No. 2 – Service Material Allowance, Allowance that can be added to the Base Contract for material purchases to service the systems. (This allowance does not roll over)

Option 2 – ADD \$5,000.00

CLARIFICATIONS:

1. When systems reach end-of-life, or parts to support the systems are no longer available from the manufacturer, The Contractor will provide a proposal for an update path/plan that will be supportable with manufacturers current product.

SERVICES OUTSIDE THIS CONTRACT: As part of this Agreement, for labor and material required outside of the scope of services in Attachment “A”, Customer will be billed at a standard contract hourly straight time rate of \$150.00 per hour plus materials and related travel costs. Such travel costs will be governed by the GSA CONUS guidelines as published for the current fiscal year in which the travel occurs: <https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup>. If the Customer requires work to be done on weekends, holidays, or after normal working hours rates shall be calculated at 1.5 times the billed rate unless otherwise negotiated and agreed to by both parties. If an Applications Engineer is required, these services are invoiced at \$250 per hour portal-to-portal plus associated travel expenses from the local service office. In the event an outside sub-contractor is required, the Customer will be invoiced cost plus 25%.

In any case, all extra work, material or labor required or requested beyond base price scope shall require specific authorization from the Customer prior to any work being done by the Contractor.

A late charge in the amount of 1.5 % per month or the highest legal rate, may be assessed against any balance past due for more than thirty (30) days together with all costs incurred in collection of overdue amounts.



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Failure to pay any amount due within sixty (60) days shall be a material breach and the Contractor shall be discharged from any further obligations under this Agreement.

TAXES: Customer shall bear the cost of any sales, consumer use, excise, or other tax applicable to the services provided hereunder.

ACCESS: Customer agrees to provide free access to the systems and equipment to be maintained, and to provide the necessary equipment to reach inaccessible equipment and peripheral devices (e.g. scaffolding, man lifts etc.). The Contractor shall be provided a safe work place for its personnel.

FORCE MAJEURE: The Contractor shall not be responsible for failure to render service due to causes beyond its control including but not limited to lack of payment, work stoppages, fires, civil disobedience, riots, rebellions, acts of God and other similar occurrences where the safety of personnel cannot be maintained.

DEFAULT: If the Customer fails to perform any of the terms of this Agreement and the failure continues for more than thirty (30) days after written notice; or if Customer's occupational business license shall terminate for any reason ; the Customer shall become insolvent or file bankruptcy; or make any assignment of this Agreement without the Contractor's consent, then the Contractor shall have the right to terminate the Agreement for default which shall be effective thirty (30) days after written notice of such termination.

INDEMNIFICATION: Customer: Customer shall indemnify and hold harmless the Contractor and the Contractor's officers, directors, and employees from and against any and all claims for any losses, damages, liability, costs, or expenses (including reasonable attorney's fees), judgments, or obligations arising from or relating to any negligence and/or wrongful act or omission by the Customer, or any of its officials, officers, or employees. However, the parties acknowledge that an unlimited indemnification of any party by the Customer constitutes a violation of the North Carolina Constitution and is void and unenforceable by operation of law. Any indemnifications given by Customer to the Contractor or any other party pursuant to this Agreement shall be deemed to be given only to the fullest extent allowed by North Carolina law, notwithstanding any provision of this Agreement to the contrary.

Contractor: Contractor shall indemnify and hold harmless the Customer and the Customer's officials, officers, and employees, including the Sheriff of Sampson County and his employees, from and against any and all claims for any losses, damages, liability, costs, or expenses (including reasonable attorney's fees), judgments, or obligations arising from or relating to any negligence and/or wrongful act or omission by the Contractor, or any of its officers, directors, or employees.



CORNERSTONE

SAMP07012021

LIMITATION OF LIABILITY: In no event shall the Contractor be liable for any special, indirect, incidental, or consequential damages whatsoever.

TERMINATION: Either party shall have the right to terminate their obligations under this Agreement at the end of the term or at the end of any subsequent year period provided that the party terminating the Agreement shall provide ninety (90) days written notice prior to the end of the then current year period. The Contractor shall be paid in full for all work performed and costs incurred prior to the date of termination.

GOVERNING LAW: This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina.

ENTIRETY OF AGREEMENT: This Agreement is the entire and exclusive agreement for the services to be provided herein. This Agreement supersedes and otherwise renders null and void any prior written or oral agreements entered with respect to the services provided herein. This Agreement shall only be modified in writing and signed by both parties.

Signature

Customer

Cornerstone Detention Products, Inc.

Approved by Authorized Representative

Approved by Authorized Representative

Date: _____

Date: _____

Signature: _____

Signature: _____

Print Name: _____

Print Name: Mike Suriano

Title: _____

Title: East Coast Sales Manager

Proposal No.: SAMP07012021

Date: June 24, 2021

Option No. 1 Acceptance _____

Option No. 2 Acceptance _____

"THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT."

 7/1/2021
COUNTY FINANCE OFFICER

CORNERSTONE DETENTION PRODUCTS, INC.

NC State Electrical License No. SP-LVNC 13279, NC Alarm Systems License No. 2543-CSA, VA DCJS No. 11-9615
Maryland, SSAL License No. 107-2037, SC ASLB License No. BAC-13857



SAMP07012021

Proposal No.: SAMP07012021

Date: June 24, 2021

ATTACHMENT "A"

Maintenance Agreement Options

Base Contract

COVERAGE:

1. Base Maintenance included in this Agreement.

- a. Telephone technical support
 - i. Critical services/outages – 1-hour return call response time.
 - ii. Non-critical services – next business day return call response time.
 - iii. Remote technical system access. Minimum 2-hours initial connection then assessed in one-hour increments after that. Billed at the standard contract straight time hourly service rate.
- b. On-site technical support (Base includes Forty (40) pre-sold service hours at a \$105/hour rate. After the pre-sold hours are expired any additional hours are billed at the standard contract straight time hourly rate of \$150/hour)
 - i. Critical services/outages – 24-hour on-site response time.
 - ii. Non-critical services – response time as mutually agreed to by Contractor and Customer based on issue.
- c. Priority service over noncontract Customers.
- d. Discounted pricing for purchases when available.
- e. Reduced labor rates from non-contract customers. Rate sheet attached for reference.
- f. Galaxy SSA agreement.

2. Systems covered under this Maintenance Agreement are:

- a. PLC door control software / interlock equipment
- b. Computers with SCADA – Touch Screen Monitors, Wonderware software,
- c. Intercom system
- d. CCTV video camera system (servers/storage, switches, clients), PTZ controller
- e. Detention swing doors and slider devices, detention locks
- f. Compressor system
- g. Miscellaneous items – food pass hardware, etc.



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Additional Services

Electronic Systems Preventive Maintenance Service (cost per visit):

(Included)

a. Electronics PMS (one visit per year):

- i. Programmable Logic Control System
 1. Back up each PLC CPU and turn data over to the Customer once per the contract term to be completed upon execution of the contract
 2. Input voltage check at each system
 3. Ensure all cards are securely seated.
 4. Removal of dust and contamination accumulation
- ii. Touch Screen System
 1. Removal of all exterior and interior dust/contamination accumulation on PCs (requires down time)
 2. Check CPU power supply and cooling fans for proper operation
 3. Ensure all cards are securely seated
 4. Calibrate Touch Screen monitor
- iii. Intercom System
 1. Input voltage check at each system
 2. Equipment ambient temperature check
 3. General sound level and quality in each area
 4. Removal of dust and contamination accumulation on the head-end equipment
- iv. Closed Circuit Television (CCTV) System
 1. Check all power supplies for proper output voltages
 2. Verify that all cameras are properly focused/aligned; adjust as necessary
 3. Surface clean all viewing monitors of dust and contamination accumulation
 4. Test keyboards for proper functions to include PTZ functionality
 5. Clean exterior camera domes as necessary
 6. Clean interior camera domes as necessary
 7. Clean or replace air filters in DVR units from customer's spare parts



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Detention Equipment Preventive Maintenance Service (cost per visit):

(Included)

- a. **Detention PMS (one visit per year):**
 - i. Detention Swing Door Devices
 - 1. Visual inspection of doors and locks for wear and tear
 - 2. Test functionality of locking device, (internal lock parts replacement shall not be performed on site, factory refurbishment shall be necessary, this is at a cost to the customer).
 - 3. Test/adjust lock and DPS/LPS
 - 4. Clean and lubricate as necessary, (Per manufacturers specifications).
 - 5. Test/adjust all door closures as necessary
 - ii. Detention Sliding Door Devices
 - 1. Check and lubricate locking mechanism
 - 2. Check bottom guide wear pads
 - 3. Clean roller track
 - 4. Adjust lock bars, door drive brackets, & rollers as necessary
 - 5. Check and adjust DPS/LPS, and limit switches as necessary
 - 6. Check and adjust drive pressure and speed as necessary
 - iii. Detention Air Distribution System (If Applicable)
 - 1. Adjust air pressure
 - 2. Check and replace filter from customers spare parts if necessary
 - 3. Drain the system and check the auto drain system
 - 4. Check and / or fill compressor pump with oil from customers spare parts
 - 5. Check the cross over redundancy of the back-up system
 - 6. Check for oil leaks
 - 7. Inspect and replace drive belts, if necessary, from customer's spare parts



SAMP07012021

Contractor will provide the Customer with a telephone directory containing the names and numbers of the Service Manager, and On-Call Service Technicians. Contractor will also provide the phone number to the off hours answering service. Access to the on-call emergency number is available 24 hours per day, 7 days per week.

In the event of an emergency during normal business hours (Mon-Fri, 7am-4pm), the Customer will call Contractor's main office number and report a service request. For after-hours support, the Customer will contact Contractor's on-call service technician via the telephone.

Contractor will identify and recommend critical spare components for the Customer to purchase and keep on site. In the event of system failure, Contractor will use the Customer's spare parts for system restoral. If adequate parts are not available, Contractor will arrange for delivery of materials by the fastest means possible to affect timely repairs.



Sampson County Finance Department
David K. Clack, Finance Officer

MEMORANDUM

TO: Board of Commissioners

FROM: David K. Clack, Finance Officer

DATE: April 22, 2021

SUBJECT: Surplus Radios and Authorize Sale

The County recently purchased replacement radios for Emergency Management because the current radios would become obsolete in less than 5 years. Emergency Management has requested that we surplus the old radios. A list of the radios is attached.

The Department has also requested that we sell those radios to Sunny Communications in Colorado. The Company will purchase the radios for \$25 each and pay to ship them. If we keep them to sell at an auction, we would have to pay to have them wiped with no expectation of how much we could get for them.

We respectfully recommend that the Board surplus the radios and authorized their sale to Sunny Communications at a price of \$25 per radio. The total to be received by the County for the radios listed would be \$1,075.

06/21/2021

Sampson County
Property Disposal/Transfer Form

TO: Finance Officer
FROM: Cliff Brown/Interim Communications Manager
DATE: 06/18/2021
RE: Request to Surplus/Transfer Equipment/Property

1. Please **surplus** the following:

Description	# of Units	Identification Numbers
Motorola XTL2500 Mobile Radios	24	See Attached Spreadsheet
Motorola XTS2500 Portable Radios	19	See Attached Spreadsheet

Kenn Aune 6/21/21
Signature of Department Head

2. Please **transfer** the following:

Description	Transfer to	Identification Numbers

Signature of Department Head

3. Recommended for approval/disapproval [Signature] 7/1/2021
Finance Officer Signature Date

4. Maintenance acknowledges receipt of property disposal for and has taken the following action:

Property Disposal Location	Number of Units	Identification Numbers

Signature Maintenance Department Date

Attached additional pages as necessary.

Make	Model	Model #	Serial #
Motorola	XTL2500	M21URM9PW1AN	514CLP0404
Motorola	XTL2500	M21URM9PW1AN	514CKH0732
Motorola	XTL2500	M21URM9PW1AN	514CNH0487
Motorola	XTL2500	M21URM9PW1AN	514CLP0413
Motorola	XTL2500	M21URM9PW1AN	514CLP0411
Motorola	XTL2500	M21URM9PW1AN	514CLP0414
Motorola	XTL2500	M21URM9PW1AN	514CLP0412
Motorola	XTL2500	M21URM9PW1AN	514CLP0409
Motorola	XTL2500	M21URM9PW1AN	514CLP0410
Motorola	XTL2500	M21URM9PW1AN	514CLP0408
Motorola	XTL2500	M21URM9PW1AN	514CNH0484
Motorola	XTL2500	M21URM9PW1AN	514CLP0406
Motorola	XTL2500	M21URM9PW1AN	514CLP0405
Motorola	XTL2500	M21URM9PW1AN	514CLP0402
Motorola	XTL2500	M21URM9PW1AN	514CNH0485
Motorola	XTL2500	M21URM9PW1AN	514CND0288
Motorola	XTL2500	M21URM9PW1AN	514CJB0792
Motorola	XTL2500	M21URM9PW1AN	514CGB0037
Motorola	XTL2500	M21URM9PW1AN	514CMT1551
Motorola	XTL2500	M21URM9PW1AN	514CND0287
Motorola	XTL2500	M21URM9PW1AN	514CND0290
Motorola	XTL2500	M21URM9PW1AN	514CJB0791
Motorola	XTL2500	M21URM9PW1AN	514CLP0415
Motorola	XTL2500	M21URM9PW1AN	624CLV0261
 			
Motorola	XTS2500	H46UCF9PW6AN	205CGB0827
Motorola	XTS2500	H46UCF9PW6AN	205CGB0683
Motorola	XTS2500	H46UCF9PW6AN	205CGB0825
Motorola	XTS2500	H46UCF9PW6AN	205CGB0821
Motorola	XTS2500	H46UCF9PW6AN	205CGB0824
Motorola	XTS2500	H46UCF9PW6AN	205CGB4105
Motorola	XTS2500	H46UCF9PW6BN	205CJB0351
Motorola	XTS2500	H46UCF9PW6BN	205CJB0355
Motorola	XTS2500	H46UCF9PW6BN	205CHF7549
Motorola	XTS2500	H46UCF9PW6BN	205CJB0353
Motorola	XTS2500	H46UCF9PW6BN	205CMT3475
Motorola	XTS2500	H46UCF9PW6BN	205CHF7627
Motorola	XTS2500	H46UCF9PW6BN	205CHF7617
Motorola	XTS2500	H46UCF9PW6BN	205CJB0350
Motorola	XTS2500	H46UCF9PW6BN	205CLK2777
Motorola	XTS2500	H46UCF9PW6BN	205CHF7548
Motorola	XTS2500	H46UCF9PW6BN	205CLK2776
Motorola	XTS2500	H46UCF9PW6BN	205CMT3476
Motorola	XTS2500	H46UCF9PW6BN	205CJB0354

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

Phone 910-592-8146

Fax 910-592-1227

To: Ed Causey, County Manager
From: Jim Johnson, Tax Administrator
Date: June 29, 2021
Subject: Disabled Veteran Exclusion
(GS 105-277.1c)

The attached disabled veteran exclusion application was received after June 1, 2021. After that date, the Board of Commissioners must approve the application.

The applicant is as follows:

Horace Bass

A letter is submitted requesting approval of the late application.

The application meets the statutory requirements for the disabled veteran exclusion other than being timely filed. The late application was received on June 9, 2021.

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

June 9, 2021

Sampson County Board of Commissioners
Clinton, North Carolina 28328

RE: Horace Bass

Dear Commissioners:

I am an Honorably Discharged Veteran, who recently received my 100% permanent & total disability. My award was granted back to 07/02/2015. I understand that my request is not within the time frame set.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Horace Bass". The signature is fluid and cursive, with the first name "Horace" written in a larger, more prominent script than the last name "Bass".

Horace Bass
508 Pineview Rd
Clinton, NC 28328

#200373

12-10792,000-01

723

NCDVA-9 (Rev. 08-08)

For best delivery to USDVA, filing this form with your local veteran's service office is recommended. PPA-074

SECTION 1	State of North Carolina Certification for Disabled Veteran's Property Tax Exclusion (G.S. 105-277.1C)	Sampson County Veterans Service Office
	COUNTY	
TO BE COMPLETED BY THE VETERAN OR THE SURVIVING SPOUSE WHO HAS NOT REMARRIED		

Horace Bass
NAME (Print or Type)

Horace Bass Jr.
DISABLED VETERAN'S FULL NAME (PRINT OR TYPE)

508 Pine View Road
STREET ADDRESS OR P.O. BOX NUMBER

SURVIVING SPOUSE'S FULL NAME (PRINT OR TYPE)
(If Applicable)

Clinton NC 28328
CITY STATE ZIP CODE

2
U.S. DEPT. OF VETERANS AFFAIRS
FILE NUMBER

VETERAN'S SOCIAL SECURITY NUMBER

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

SECTION 2	Disabled Veteran's Signature
I authorize the U.S. Department of Veterans Affairs to release information regarding my disability as needed for this certification.	
<i>[Signature]</i>	03-01-2021
DISABLED VETERAN'S SIGNATURE	DATE

SECTION 3	Surviving Spouse's (who has not remarried) Signature
I authorize the U.S. Department of Veterans Affairs to release information regarding my spouse's disability or death as needed for this certification.	
	01-01-0001
SURVIVING SPOUSE'S SIGNATURE	DATE

SECTION 4	To be completed by the U.S. Department of Veterans Affairs
Please check all that apply:	
A. <input type="checkbox"/>	Veteran does not meet either B, C, D, or E of the below criteria.
B. <input checked="" type="checkbox"/>	Veteran has a service-connected permanent and total disability that existed as of 07/02/15
C. <input type="checkbox"/>	Veteran received benefits on _____ from U.S. Department of Veterans Affairs for specially adapted housing under 38 U.S.C. 2101 for the veteran's permanent residence.
D. <input type="checkbox"/>	Veteran died on _____ and had a service-connected permanent and total disability at death.
E. <input type="checkbox"/>	Veteran died on _____ and the death was either (1) the result of a service-connected condition or (2) death occurred while on active duty in the line of duty and not due to service member's own willful misconduct.

Character of Disabled Veteran's Service at Separation (DD-214)	<input checked="" type="checkbox"/> Honorable	<input type="checkbox"/> Under Other than Honorable Conditions
	<input type="checkbox"/> Under Honorable Conditions	

SIGNATURE OF USDVA CERTIFYING OFFICIAL
[Signature] 04/14/21
DATE

PRINTED NAME OF USDVA CERTIFYING OFFICIAL
Assistant Veterans Service Center Manager

TITLE OF USDVA CERTIFYING OFFICIAL

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

NC Division of Veterans Affairs authorizes the NC Department of Revenue and any County Tax Office to use this form as needed.

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

Phone 910-592-8146

Fax 910-592-1227

To: Ed Causey, County Manager
From: Jim Johnson, Tax Administrator
Date: June 29, 2021
Subject: Disabled Veteran Exclusion
(GS 105-277.1c)

The attached disabled veteran exclusion application was received after June 1, 2021. After that date, the Board of Commissioners must approve the application.

The applicant is as follows:

Stanley William Coombes

A letter is submitted requesting approval of the late application.

The application meets the statutory requirements for the disabled veteran exclusion other than being timely filed. The late application was received on June 15, 2021.

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

June 15, 2021

Sampson County Board of Commissioners
Clinton, North Carolina 28328

RE: Stanley Coombes

Dear Commissioners:

I am an Honorably Discharged Veteran, who recently received my 100% permanent & total disability. My award was granted back to 11/14/2019. I did not realize that this benefit was available and I understand that my request is not within the time frame set.

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

Sincerely,



Stanley William Coombes
229 Basstown Rd
Clinton, NC 28328

12-00489 61-06

57593

Acct: 57593

12-1048761-01

074

NODVA-9 (Rev. 09-09)

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

	State of North Carolina Certification for Disabled Veteran's Property Tax Exclusion (G.S. 105-277.1C)	Sampson County Veterans Service Office COUNTY
--	---	---

SECTION 1 TO BE COMPLETED BY THE VETERAN OR THE SURVIVING SPOUSE WHO HAS NOT REMARRIED

Stanley William Coombes NAME (Print or Type)	Stanley William Coombes DISABLED VETERAN'S FULL NAME (PRINT OR TYPE)
220 Basstown Rd STREET ADDRESS OR P.O. BOX NUMBER	SURVIVING SPOUSE'S FULL NAME (PRINT OR TYPE) (If Applicable)
Clinton CITY NC STATE 28328 ZIP CODE	

U.S. DEPT. OF VETERANS AFFAIRS
FILE NUMBER

VETERAN'S SOCIAL SECURITY NUMBER

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

SECTION 2 Disabled Veteran's Signature

I authorize the U.S. Department of Veterans Affairs to release information regarding my disability as needed for this certification.
 [Signature] DATE: 05-28-2021
 DISABLED VETERAN'S SIGNATURE

SECTION 3 Surviving Spouse's (who has not remarried) Signature

I authorize the U.S. Department of Veterans Affairs to release information regarding my spouse's disability or death as needed for this certification.
 [Signature] DATE: 05-26-2021
 SURVIVING SPOUSE'S SIGNATURE

SECTION 4 To be completed by the U.S. Department of Veterans Affairs

- Please check all that apply:
- A. Veteran does not meet either B, C, D, or E of the below criteria.
 - B. Veteran has a service-connected permanent and total disability that existed as of 11/14/19
 - C. Veteran received benefits on _____ from U.S. Department of Veterans Affairs for specially adapted housing under 38 U.S.C. 2101 for the veteran's permanent residence.
 - D. Veteran died on _____ and had a service-connected permanent and total disability at death.
 - E. Veteran died on _____ and the death was either (1) the result of a service-connected condition or (2) death occurred while on active duty in the line of duty and not due to service member's own willful misconduct.

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

[Signature] DATE: 06/01/21
 SIGNATURE OF USDVA CERTIFYING OFFICIAL

Christopher Warguez
 PRINTED NAME OF USDVA CERTIFYING OFFICIAL
 Assistant Veterans Service Center Manager
 TITLE OF USDVA CERTIFYING OFFICIAL

NOTE:
 This form has been approved by Director, VA Regional Office, Winston-Salem, NC.

NC Division of Veterans Affairs authorizes the NC Department of Revenue and any County Tax Office to use this form as needed.

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

Phone 910-592-8146

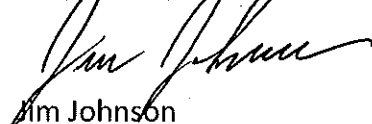
Fax 910-592-1227

To: Ed Causey, County Manager
From: Jim Johnson, Tax Administrator
Date: June 29, 2021
RE: Waiver of Late List Penalties

Barton W. Baldwin, CPA, is responsible for filing business personal property listings for several Sampson County taxpayers. Mr. Baldwin timely filed a request for an extension to file by April 15, 2021, in January 2021, the regular listing period. Due to unforeseen circumstances related to Covid19 and an unexpected health related issue Mr. Baldwin was unable to file the tax listings by the April 15, 2021 deadline. The tax office received the listings on June 14, 2021. The Board of Commissioners has the authority under General Statute 105-312 (k) to waive late list penalties. Mr. Baldwin has submitted a letter explaining why the listings were filed late and asking for a waiver of the penalties. I would recommend a waiver of the penalties. The taxpayers that are represented are as follows:

Clinton Mechanical Contractors, Inc.
Barefoot's Lot Clearing, Inc.
Miller Control & Manufacturing Co. Inc.
David H. Hobson, Attorney at Law
Big Blue Store of Clinton, Inc.
Baldwin & Hodge, LLP

Respectfully Submitted



Jim Johnson
Sampson County Tax Administrator



BALDWIN & HODGE, LLP

CERTIFIED PUBLIC ACCOUNTANTS

To Business Tax Listing:

I am writing to ask for abatement of any penalties that could be assessed to my clients for late listing. I requested an exertion of time to file until April 15 and was granted the same; however, with covid still among us and the change in tax deadline until May 17th by the IRS, My tax season just fell apart. I am working without staff since covid outbreak due to my age 75 and underlying medical conditions. Since before tax season ended I have been going to the Wayne Memorial Hospital Wound Center for treatments to my legs for some vascular issues, which has also thrown me behind in my work.

I have attached the listing to this letter and look forward to hearing back from you, thank you for your time and consideration.

Best Regards,

Barton W. Baldwin, CPA

2021

COUNTY OF **SAMPSON** North Carolina

BUSINESS PERSONAL PROPERTY LISTING

FOR DEPARTMENT USE ONLY	ACCOUNT NUMBER	DATE	TWP	DISTRICT	CITY	PENALTY	VALUE
1	2	3	4	5	6	7	
8	B	D	E	F	TOTAL		

Business Legal Name or Individual's Name
CLINTON MECHANICAL CONTRACTORS, INC.

Trade Name or DBA

Address
130 WALLACE LANE

City State Zip
CLINTON NC 28328

PRINCIPAL BUSINESS IN THIS COUNTY
HVAC SERVICES

SIC # OR NAICS CODE
1711/238220

DATE BUSINESS BEGAN IN THIS COUNTY

DATE BUSINESS (FISCAL) YEAR ENDS
06-30-21

FILL IN APPLICABLE CIRCLE:

PARTNERSHIP SOLE PROPRIETORSHIP UNINCORPORATED ASSOCIATION

LLC OTHER (SPECIFY)

CORPORATION

FILL IN APPLICABLE CIRCLE: BUSINESS CATEGORY

RETAIL WHOLESALE MANUFACTURING

SERVICE LEASING/RENTAL FARMING

OTHER (SPECIFY)

IF OUT OF BUSINESS COMPLETE THIS SECTION

DATE CEASED

FILL IN APPLICABLE CIRCLE:

SOLD CLOSED BANKRUPT OTHER

SOLD EQUIPMENT, FIXTURES, SUPPLIES TO

BUYER'S ADDRESS & PHONE

OTHER N.C. COUNTIES WHERE PERSONAL PROPERTY IS LOCATED

CONTACT PERSON FOR AUDIT
BARTON W. BALDWIN, CPA

ADDRESS & PHONE
PO BOX 999, MOUNT OLIVE, NC 919-658-9999

CONTACT PERSON FOR PAYMENT & PHONE

PHYSICAL ADDRESS
130 WALLACE LANE, CLINTON, NC 28328

REAL ESTATE OWNED BY

NAME IN WHICH BUSINESS WAS LISTED LAST YEAR
CLINTON MECHANICAL CONTRACTORS

NOTE: Business owners who acquired an existing business in the previous year must contact the county tax office for important listing instructions. Click on the link below for a list of county tax office phone numbers and addresses.

SCHEDULE A PERSONAL PROPERTY - SEE INSTRUCTIONS

GROUP (1) MACHINERY & EQUIPMENT					GROUP (3) OFFICE FURNITURE & FIXTURES				
YEAR ACQUIRED	PRIOR YR. COST	ADDITIONS	DELETIONS	CURR. YR. COST	YEAR ACQUIRED	PRIOR YR. COST	ADDITIONS	DELETIONS	CURR. YR. COST
2020		0		0	2020		0		0
2019	0	0	0	0	2019	0	0	0	0
2018	0	0	0	0	2018	0	0	0	0
2017	0	0	0	0	2017	0	0	0	0
2016	0	0	0	0	2016	0	0	0	0
2015	0	0	0	0	2015	0	0	0	0
2014	0	0	0	0	2014	0	0	0	0
2013	0	0	0	0	PRIOR	5,405	0	0	5,405
2012	0	0	0	0	TOTAL	5,405	0	0	5,405
2011	0	0	0	0					
2010	0	0	0	0					
2009	0	0	0	0					
2008	0	0	0	0					
2007	369	0	0	369					
2006	1,038	0	0	1,038					
2005	2,342	0	0	2,342					
PRIOR	24,580	0	0	24,580					
TOTAL	28,329	0	0	28,329					

GROUP (4) COMPUTER EQUIPMENT				
YEAR ACQUIRED	PRIOR YR. COST	ADDITIONS	DELETIONS	CURR. YR. COST
2020		0		0
2019	0	0	0	0
2018	0	0	0	0
2017	0	0	0	0
PRIOR	1,910	0	0	1,910
TOTAL	1,910	0	0	1,910

GROUP (2) CONSTRUCTION IN PROGRESS

LIST TOTAL OF ALL PERSONAL PROPERTY EXPENDITURES IN CIP ACCOUNT ON JANUARY 1, BUT NOT INCLUDED ABOVE - ITEMIZE IN SCHEDULE G

TOTAL CIP: \$

DO NOT REMIT THIS FORM TO NC DEPARTMENT OF REVENUE

County addresses and additional schedules are available at:
<https://www.ncdor.gov/documents/north-carolina-county-assessors-list>

Send to appropriate county tax office.

SCHEDULE A - CONTINUED PERSONAL PROPERTY - SEE INSTRUCTIONS

YEAR ACQUIRED	GROUP (5) IMPROVEMENTS TO LEASED PROPERTY				YEAR ACQUIRED	GROUP (6) EXPENSED ITEMS <small>Capitalization Threshold →</small>			
	PRIOR YR. COST	ADDITIONS	DELETIONS	CURR. YR. COST		PRIOR YR. COST	ADDITIONS	DELETIONS	CURR. YR. COST
2020		0		0	2020		0		0
2019	0	0	0	0	2019	0	0	0	0
2018	0	0	0	0	2018	0	0	0	0
2017	0	0	0	0	2017	0	0	0	0
2016	0	0	0	0	2016	0	0	0	0
2015	0	0	0	0	2015	0	0	0	0
2014	0	0	0	0	2014	0	0	0	0
2013	0	0	0	0	2013	0	0	0	0
2012	0	0	0	0	TOTAL	0	0	0	0
2011	0	0	0	0	OTHER SCHEDULE A PROPERTY Preparers of this listing form with costs to report that do not fit into any of the seven (7) groups for Schedule A should use Schedule A-1 or A-2 to report those costs. The county tax office should be contacted and made aware of this special reporting of costs prior to usage. Do you have other schedule A property? <input type="radio"/> YES <input checked="" type="radio"/> NO If yes attach schedule <input type="checkbox"/> <input checked="" type="checkbox"/> A-1 or A-2				
2010	0	0	0	0					
2009	0	0	0	0					
2008	0	0	0	0					
2007	0	0	0	0					
PRIOR	0	0	0	0					
TOTAL	0	0	0	0					

GROUP (7) SUPPLIES LIST COST ON HAND AS OF JANUARY 1

	COST		COST
1. OFFICE, MAINTENANCE, JANITORIAL, MEDICAL, DENTAL, BARBER AND BEAUTY SUPPLIES	100	5. RENTAL ITEMS NOT SOLD IN THE NORMAL COURSE OF BUSINESS AND NOT LISTED ELSEWHERE IN SCHEDULE A	0
2. FUELS HELD FOR CONSUMPTION	0	6. ALL OTHER MISCELLANEOUS SUPPLIES NOT LISTED ABOVE	50
3. REPLACEMENT PARTS AND SPARE PARTS	0	TOTAL	150
4. RESTAURANT AND HOTEL ITEMS SUCH AS LINENS, CLEANING SUPPLIES AND COOKWARE NOT LISTED ELSEWHERE IN SCHEDULE A	0		

SCHEDULE B VEHICULAR EQUIPMENT & MOBILE HOMES OR MOBILE OFFICES

If you answer yes to any of questions 1-7 below, you must attach the appropriate schedule which corresponds with the equipment type listed below. If you answer yes to any of questions 1, 2, 3, or 4, attach Schedule B-1, attach Schedule B-2 for watercraft, attach Schedule B-3 for mobile homes or mobile offices, and attach Schedule B-4 for aircraft. Indicate quantity of short-term rental vehicles owned for question 8.

- Does your business own any unregistered motor vehicles? YES NO **If yes attach schedule B-1**
- Does your business own any multi-year or permanently registered trailers? YES NO
- Does your business own any special bodies on vehicles? YES NO
- Does your business own any IRP (International Registration Plan) plated vehicles? YES NO
NOTE: Effective January 1, 2014, IRP plated vehicles are required to be listed with the local county tax office as part of the business personal property listing form process, unless they are already being reported as part of your Public Service Valuation with the N.C. Department of Revenue
- Does your business own any watercraft or engines for watercraft? YES NO **If yes attach schedule B-2**
- Does your business own any mobile homes or mobile offices? YES NO **If yes attach schedule B-3**
- Does your business own any aircraft? YES NO **If yes attach schedule B-4**
- Does your business own any vehicles held for short-term rental? YES NO **Quantity 0**

SCHEDULE C LEASED PROPERTY OR OTHER PROPERTY IN YOUR POSSESSION THAT IS OWNED BY OTHERS

N.C.G.S. 105-315 and 105-316 require every person having custody of taxable tangible personal property that has been entrusted to them by another for any business purpose, to furnish a separate list containing the name and address of the owner, along with a description of the property. If you answer yes to one of the following three questions, or are otherwise required to supply this list, you must return the list or separate Schedule C-1 by January 15.

- Does your business hold any leased property owned by another party (are you a lessee)? YES NO
- Do you have any property used by your business, or in your possession, that is owned by others? YES NO
- Do you operate a mobile home park, campground, marina, aircraft storage facility, or similar business? YES NO

SCHEDULE D SEPARATELY SCHEDULED PROPERTY

1. Does your business own any artwork, displays, statues, or other personal property that is separately scheduled for insurance purposes? YES NO
 Please describe the items and estimated value of items if applicable.

SCHEDULE E FARM EQUIPMENT

Does your business own any tractors, implements, bulk barns, and/or other farm equipment? YES NO COST ON SCHEDULE A
 If so, list and attach separate schedule E-1. If listed by cost on Schedule A, indicate above, but still include information on separate schedule E-1.

SCHEDULE F INTANGIBLE PERSONAL PROPERTY

Session Law 2018-98 repealed the taxation of a leasehold interest in exempt real property, effective July 1, 2019. Schedule F is no longer applicable and will be reserved for future use.

SCHEDULE G ACQUISITIONS AND DISPOSALS DETAIL

Provide acquisition and disposal details on machinery, equipment, furniture and fixtures, computer equipment, and improvements to leased property in the prior year. If there is not enough room below, attach separate Schedule G-1.

ACQUISITIONS - ITEMIZE IN DETAIL	100% ORIGINAL COST	DISPOSALS - ITEMIZE IN DETAIL	YEAR ACQUIRED	100% ORIGINAL COST

SCHEDULE H REAL ESTATE IMPROVEMENTS

During the past calendar year, did your business make improvements and/or other additions to real property owned by your business? If yes, attach separate Schedule H-1 with information on such improvements. YES NO

SCHEDULE I BILLBOARDS - OUTDOOR ADVERTISING STRUCTURES

Does your business own any billboards, or outdoor advertising structures? If yes, attach separate Schedule I-1 with requested information. YES NO

SCHEDULE J LEASED EQUIPMENT

Does your business lease equipment to others? If yes, attach separate Schedule J-1 with requested information. YES NO

AFFIRMATION LISTING MUST BE SIGNED BY A LEGALLY AUTHORIZED PERSON - Please check the capacity in which you are signing the affirmation.

For Individual Taxpayers: Taxpayer Guardian Authorized Agent Other person having knowledge of and charged with the care of the person and property of the taxpayer.
 For Corporations, Partnerships, Limited Liability Companies, Unincorporated Associations:
 Principal Officer of the Taxpayer Title _____
 Full-time employee of the taxpayer who has been officially empowered by a principal officer to list the property and sign the affirmation. Title _____
 Authorized agent. If this capacity is selected, I certify that I have NCDOR Form AV-59 on file for this taxpayer: Yes No

Under penalties prescribed by law, I affirm that to the best of my knowledge and belief, this listing, including any accompanying statements, inventories, schedules, and any other information, is true and complete. (If this is signed by an individual other than the taxpayer, they affirm that they are familiar with the extent and true value of all of the taxpayer's property subject to taxation in this county, and that their affirmation is based on all the information of which they have any knowledge.)

Signature: [Signature] Date: 05-30-21 Authorized Agent Address: P.O. BOX 999 MT. OLIVE, NC 28365
 Telephone Number: (919) 658-9999 Fax Number: (919) 336-5189 Email Address: bbaldwin@baldwinhodgellp.com

Any individual who willfully makes and subscribes an abstract listing required by Subchapter II of Chapter 105 of the North Carolina General Statutes, which they do not believe to be true and correct as to every material matter, shall be guilty of a Class 2 misdemeanor. (Punishable by imprisonment up to 60 days.)



BALDWIN & HODGE, LLP

CERTIFIED PUBLIC ACCOUNTANTS

To Business Tax Listing:

I am writing to ask for abatement of any penalties that could be assessed to my clients for late listing. I requested an exertion of time to file until April 15 and was granted the same; however, with covid still among us and the change in tax deadline until May 17th by the IRS, My tax season just fell apart. I am working without staff since covid outbreak due to my age 75 and underlying medical conditions. Since before tax season ended I have been going to the Wayne Memorial Hospital Wound Center for treatments to my legs for some vascular issues, which has also thrown me behind in my work.

I have attached the listing to this letter and look forward to hearing back from you, thank you for your time and consideration.

Best Regards,

Barton W. Baldwin, CPA

FOR DEPARTMENT USE ONLY	ACCOUNT NUMBER	DATE	TWP	DISTRICT	CITY	PENALTY	VALUE
1	2	3	4	5	6	7	
8	B	D	E	F	TOTAL		

Business Legal Name or Individual's Name
BAREFOOT'S LOT CLEARING, INC.

Trade Name or DBA

Address
309 RED HILL CHURCH ROAD

City CLINTON State NC Zip 28328

PRINCIPAL BUSINESS IN THIS COUNTY LOT CLEARING

SIC # OR NAICS CODE 1629/238910

DATE BUSINESS BEGAN IN THIS COUNTY

DATE BUSINESS (FISCAL) YEAR ENDS 12-31-21

FILL IN APPLICABLE CIRCLE:

PARTNERSHIP SOLE PROPRIETORSHIP UNINCORPORATED ASSOCIATION

LLC

CORPORATION OTHER (SPECIFY)

FILL IN APPLICABLE CIRCLE: BUSINESS CATEGORY

RETAIL WHOLESALE MANUFACTURING

SERVICE LEASING/RENTAL FARMING

OTHER (SPECIFY)

IF OUT OF BUSINESS COMPLETE THIS SECTION

DATE CEASED

FILL IN APPLICABLE CIRCLE:

SOLD CLOSED BANKRUPT OTHER

SOLD EQUIPMENT, FIXTURES, SUPPLIES TO

BUYER'S ADDRESS & PHONE

OTHER N.C. COUNTIES WHERE PERSONAL PROPERTY IS LOCATED

CONTACT PERSON FOR AUDIT BARTON W. BALDWIN, CPA

ADDRESS & PHONE PO BOX 999, MOUNT OLIVE, NC 919-658-9999

CONTACT PERSON FOR PAYMENT & PHONE

PHYSICAL ADDRESS 309 RED HILL CHURCH ROAD, CLINTON, NC 28328

REAL ESTATE OWNED BY

NAME IN WHICH BUSINESS WAS LISTED LAST YEAR BAREFOOT'S LOT CLEARING, INC.

NOTE: Business owners who acquired an existing business in the previous year must contact the county tax office for important listing instructions. Click on the link below for a list of county tax office phone numbers and addresses.

SCHEDULE A PERSONAL PROPERTY - SEE INSTRUCTIONS

YEAR ACQUIRED	GROUP (1) MACHINERY & EQUIPMENT			
	PRIOR YR. COST	ADDITIONS	DELETIONS	CURR. YR. COST
2020		0		0
2019	0	0	0	0
2018	0	0	0	0
2017	19,500	0	0	19,500
2016	0	0	0	0
2015	0	0	0	0
2014	7,500	0	0	7,500
2013	0	0	0	0
2012	0	0	0	0
2011	0	0	0	0
2010	0	0	0	0
2009	0	0	0	0
2008	0	0	0	0
2007	9,336	0	0	9,336
2006	0	0	0	0
2005	0	0	0	0
PRIOR	53,421	0	9,999	43,422
TOTAL	89,757	0	9,999	79,758

YEAR ACQUIRED	GROUP (3) OFFICE FURNITURE & FIXTURES			
	PRIOR YR. COST	ADDITIONS	DELETIONS	CURR. YR. COST
2020		0		0
2019	0	0	0	0
2018	0	0	0	0
2017	0	0	0	0
2016	0	0	0	0
2015	0	0	0	0
2014	0	0	0	0
PRIOR	0	0	0	0
TOTAL	0	0	0	0

YEAR ACQUIRED	GROUP (4) COMPUTER EQUIPMENT			
	PRIOR YR. COST	ADDITIONS	DELETIONS	CURR. YR. COST
2020		0		0
2019	0	0	0	0
2018	0	0	0	0
2017	0	0	0	0
PRIOR	0	0	0	0
TOTAL	0	0	0	0

GROUP (2) CONSTRUCTION IN PROGRESS

LIST TOTAL OF ALL PERSONAL PROPERTY EXPENDITURES IN CIP ACCOUNT ON JANUARY 1, BUT NOT INCLUDED ABOVE - ITEMIZE IN SCHEDULE G

TOTAL CIP: \$

DO NOT REMIT THIS FORM TO NC DEPARTMENT OF REVENUE

County addresses and additional schedules are available at:
<https://www.ncdor.gov/documents/north-carolina-county-assessors-list>

Send to appropriate county tax office.

SCHEDULE A - CONTINUED

PERSONAL PROPERTY - SEE INSTRUCTIONS

YEAR ACQUIRED	GROUP (5) IMPROVEMENTS TO LEASED PROPERTY				YEAR ACQUIRED	GROUP (6) EXPENSED ITEMS <small>Capitalization Threshold →</small>			
	PRIOR YR. COST	ADDITIONS	DELETIONS	CURR. YR. COST		PRIOR YR. COST	ADDITIONS	DELETIONS	CURR. YR. COST
2020		0		0	2020		0		0
2019	0	0	0	0	2019	0	0	0	0
2018	0	0	0	0	2018	0	0	0	0
2017	0	0	0	0	2017	0	0	0	0
2016	0	0	0	0	2016	0	0	0	0
2015	0	0	0	0	2015	0	0	0	0
2014	0	0	0	0	2014	0	0	0	0
2013	0	0	0	0	2013	0	0	0	0
2012	0	0	0	0	2012	0	0	0	0
2011	0	0	0	0	2011	0	0	0	0
2010	0	0	0	0	2010	0	0	0	0
2009	0	0	0	0	2009	0	0	0	0
2008	0	0	0	0	2008	0	0	0	0
2007	0	0	0	0	2007	0	0	0	0
PRIOR	0	0	0	0	PRIOR	0	0	0	0
TOTAL	0	0	0	0	TOTAL	0	0	0	0

OTHER SCHEDULE A PROPERTY

Preparers of this listing form with costs to report that do not fit into any of the seven (7) groups for Schedule A should use Schedule A-1 or A-2 to report those costs. The county tax office should be contacted and made aware of this special reporting of costs prior to usage.

Do you have other schedule A property? YES NO

If yes attach schedule **A-1 or A-2**

GROUP (7) SUPPLIES LIST COST ON HAND AS OF JANUARY 1

	COST		COST
1. OFFICE, MAINTENANCE, JANITORIAL, MEDICAL, DENTAL, BARBER AND BEAUTY SUPPLIES	50	5. RENTAL ITEMS NOT SOLD IN THE NORMAL COURSE OF BUSINESS AND NOT LISTED ELSEWHERE IN SCHEDULE A	0
2. FUELS HELD FOR CONSUMPTION	0	6. ALL OTHER MISCELLANEOUS SUPPLIES NOT LISTED ABOVE	50
3. REPLACEMENT PARTS AND SPARE PARTS	0	TOTAL	100
4. RESTAURANT AND HOTEL ITEMS SUCH AS LINENS, CLEANING SUPPLIES AND COOKWARE NOT LISTED ELSEWHERE IN SCHEDULE A	0		

SCHEDULE B VEHICULAR EQUIPMENT & MOBILE HOMES OR MOBILE OFFICES

If you answer yes to any of questions 1-7 below, you must attach the appropriate schedule which corresponds with the equipment type listed below. If you answer yes to any of questions 1,2, 3, or 4, attach Schedule B-1, attach Schedule B-2 for watercraft, attach Schedule B-3 for mobile homes or mobile offices, and attach Schedule B-4 for aircraft. Indicate quantity of short-term rental vehicles owned for question 8.

- 1. Does your business own any unregistered motor vehicles? YES NO **If yes attach schedule B-1**
- 2. Does your business own any multi-year or permanently registered trailers? YES NO
- 3. Does your business own any special bodies on vehicles? YES NO
- 4. Does your business own any IRP (International Registration Plan) plated vehicles? YES NO
NOTE: Effective January 1, 2014, IRP plated vehicles are required to be listed with the local county tax office as part of the business personal property listing form process, unless they are already being reported as part of your Public Service Valuation with the N.C. Department of Revenue
- 5. Does your business own any watercraft or engines for watercraft? YES NO **If yes attach schedule B-2**
- 6. Does your business own any mobile homes or mobile offices? YES NO **If yes attach schedule B-3**
- 7. Does your business own any aircraft? YES NO **If yes attach schedule B-4**
- 8. Does your business own any vehicles held for short-term rental? YES NO **Quantity 0**

SCHEDULE C LEASED PROPERTY OR OTHER PROPERTY IN YOUR POSSESSION THAT IS OWNED BY OTHERS

N.C.G.S. 105-315 and 105-316 require every person having custody of taxable tangible personal property that has been entrusted to them by another for any business purpose, to furnish a separate list containing the name and address of the owner, along with a description of the property. If you answer yes to one of the following three questions, or are otherwise required to supply this list, you must return the list or separate Schedule C-1 by January 15.

- 1. Does your business hold any leased property owned by another party (are you a lessee)? YES NO
- 2. Do you have any property used by your business, or in your possession, that is owned by others? YES NO
- 3. Do you operate a mobile home park, campground, marina, aircraft storage facility, or similar business? YES NO

SCHEDULE D **SEPARATELY SCHEDULED PROPERTY**

1. Does your business own any artwork, displays, statues, or other personal property that is separately scheduled for insurance purposes? YES NO

Please describe the items and estimated value of items if applicable.

SCHEDULE E **FARM EQUIPMENT**

Does your business own any tractors, implements, bulk barns, and/or other farm equipment? YES NO COST ON SCHEDULE A

If so, list and attach separate schedule E-1. If listed by cost on Schedule A, indicate above, but still include information on separate schedule E-1.

SCHEDULE F **INTANGIBLE PERSONAL PROPERTY**

Session Law 2018-98 repealed the taxation of a leasehold interest in exempt real property, effective July 1, 2019. Schedule F is no longer applicable and will be reserved for future use.

SCHEDULE G **ACQUISITIONS AND DISPOSALS DETAIL**

Provide acquisition and disposal details on machinery, equipment, furniture and fixtures, computer equipment, and improvements to leased property in the prior year. If there is not enough room below, attach separate Schedule G-1.

ACQUISITIONS - ITEMIZE IN DETAIL	100% ORIGINAL COST	DISPOSALS - ITEMIZE IN DETAIL	YEAR ACQUIRED	100% ORIGINAL COST
		BACKHOE	2004	9,999

SCHEDULE H **REAL ESTATE IMPROVEMENTS**

During the past calendar year, did your business make improvements and/or other additions to real property owned by your business? If yes, attach separate Schedule H-1 with information on such improvements. YES NO

SCHEDULE I **BILLBOARDS - OUTDOOR ADVERTISING STRUCTURES**

Does your business own any billboards, or outdoor advertising structures? YES NO

If yes, attach separate Schedule I-1 with requested information.

SCHEDULE J **LEASED EQUIPMENT**

Does your business lease equipment to others? YES NO

If yes, attach separate Schedule J-1 with requested information.

AFFIRMATION

LISTING MUST BE SIGNED BY A LEGALLY AUTHORIZED PERSON - Please check the capacity in which you are signing the affirmation.

For Individual Taxpayers: Taxpayer Guardian Authorized Agent Other person having knowledge of and charged with the care of the person and property of the taxpayer.

For Corporations, Partnerships, Limited Liability Companies, Unincorporated Associations:

Principal Officer of the Taxpayer Full-time employee of the taxpayer who has been officially empowered by a principal officer to list the property and sign the affirmation. Title _____

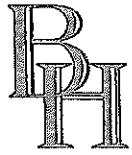
Authorized agent. If this capacity is selected, I certify that I have NCDOR Form AV-59 on file for this taxpayer: Yes No

Under penalties prescribed by law, I affirm that to the best of my knowledge and belief, this listing, including any accompanying statements, inventories, schedules, and any other information, is true and complete. (If this is signed by an individual other than the taxpayer, they affirm that they are familiar with the extent and true value of all of the taxpayer's property subject to taxation in this county, and that their affirmation is based on all the information of which they have any knowledge.)

Signature: *Baldwin* Date: 05-25-21 Authorized Agent Address: P.O. BOX 999 MOUNT OLIVE, NC 28365

Telephone Number: (919) 658-9999 Fax Number: (919) 336-5189 Email Address: bbaldwin@baldwinhodgellp.com

Any individual who willfully makes and subscribes an abstract listing required by Subchapter II of Chapter 105 of the North Carolina General Statutes, which they do not believe to be true and correct as to every material matter, shall be guilty of a Class 2 misdemeanor. (Punishable by imprisonment up to 60 days.)



BALDWIN & HODGE, LLP

CERTIFIED PUBLIC ACCOUNTANTS

To Business Tax Listing:

I am writing to ask for abatement of any penalties that could be assessed to my clients for late listing. I requested an exertion of time to file until April 15 and was granted the same; however, with covid still among us and the change in tax deadline until May 17th by the IRS, My tax season just fell apart. I am working without staff since covid outbreak due to my age 75 and underlying medical conditions. Since before tax season ended I have been going to the Wayne Memorial Hospital Wound Center for treatments to my legs for some vascular issues, which has also thrown me behind in my work.

I have attached the listing to this letter and look forward to hearing back from you, thank you for your time and consideration.

Best Regards,

Barton W. Baldwin, CPA

2021

COUNTY OF **SAMPSON** North Carolina

BUSINESS PERSONAL PROPERTY LISTING

FOR DEPARTMENT USE ONLY	ACCOUNT NUMBER	DATE	TWP	DISTRICT	CITY	PENALTY	VALUE
1	2	3	4	5	6	7	
8	B	D	E	F	TOTAL		

Business Legal Name or Individual's Name
MILLER CONTROL & MFG. CO. INC.

Trade Name or DBA

Address
P.O. BOX 1065

City State Zip
CLINTON NC 28329

PRINCIPAL BUSINESS IN THIS COUNTY **MANUFACTURING/FABRICA**

SIC # OR NAICS CODE **3546/333413**

DATE BUSINESS BEGAN IN THIS COUNTY

DATE BUSINESS (FISCAL) YEAR ENDS **12-31-21**

FILL IN APPLICABLE CIRCLE:

PARTNERSHIP SOLE PROPRIETORSHIP UNINCORPORATED ASSOCIATION

LLC OTHER (SPECIFY)

CORPORATION

FILL IN APPLICABLE CIRCLE: BUSINESS CATEGORY

RETAIL WHOLESALE MANUFACTURING

SERVICE LEASING/RENTAL FARMING

OTHER (SPECIFY)

IF OUT OF BUSINESS COMPLETE THIS SECTION

DATE CEASED

FILL IN APPLICABLE CIRCLE:

SOLD CLOSED BANKRUPT OTHER

SOLD EQUIPMENT, FIXTURES, SUPPLIES TO

BUYER'S ADDRESS & PHONE

OTHER N.C. COUNTIES WHERE PERSONAL PROPERTY IS LOCATED

CONTACT PERSON FOR AUDIT **BARTON W. BALDWIN, CPA**

ADDRESS & PHONE **PO BOX 999, MT. OLIVE, NC 919-658-9999**

CONTACT PERSON FOR PAYMENT & PHONE **WAYNE NAYLOR 910-592-5112**

PHYSICAL ADDRESS **1008 SOUTHWEST BLVD. CLINTON, NC 28328**

REAL ESTATE OWNED BY

NAME IN WHICH BUSINESS WAS LISTED LAST YEAR **MILLER CONTROL & MFG. CO. INC.**

NOTE: Business owners who acquired an existing business in the previous year must contact the county tax office for important listing instructions. Click on the link below for a list of county tax office phone numbers and addresses.

SCHEDULE A PERSONAL PROPERTY - SEE INSTRUCTIONS

YEAR ACQUIRED	GROUP (1) MACHINERY & EQUIPMENT				YEAR ACQUIRED	GROUP (3) OFFICE FURNITURE & FIXTURES			
	PRIOR YR. COST	ADDITIONS	DELETIONS	CURR. YR. COST		PRIOR YR. COST	ADDITIONS	DELETIONS	CURR. YR. COST
2020		0		0	2020		0		0
2019	0	0	0	0	2019	0	0	0	0
2018	0	0	0	0	2018	0	0	0	0
2017	0	0	0	0	2017	0	0	0	0
2016	0	0	0	0	2016	0	0	0	0
2015	0	0	0	0	2015	0	0	0	0
2014	0	0	0	0	2014	133	0	0	133
2013	0	0	0	0	PRIOR	5,414	0	0	5,414
2012	0	0	0	0	TOTAL	5,547	0	0	5,547
2011	0	0	0	0					
2010	0	0	0	0					
2009	0	0	0	0					
2008	2,836	0	0	2,836					
2007	0	0	0	0					
2006	0	0	0	0					
2005	0	0	0	0					
PRIOR	184,583	0	0	184,583					
TOTAL	187,419	0	0	187,419					

YEAR ACQUIRED	GROUP (4) COMPUTER EQUIPMENT			
	PRIOR YR. COST	ADDITIONS	DELETIONS	CURR. YR. COST
2020		0		0
2019	0	0	0	0
2018	0	0	0	0
2017	0	0	0	0
PRIOR	17,257	0	0	17,257
TOTAL	17,257	0	0	17,257

GROUP (2) CONSTRUCTION IN PROGRESS

LIST TOTAL OF ALL PERSONAL PROPERTY EXPENDITURES IN CIP ACCOUNT ON JANUARY 1, BUT NOT INCLUDED ABOVE - ITEMIZE IN SCHEDULE G

TOTAL CIP: \$

DO NOT REMIT THIS FORM TO NC DEPARTMENT OF REVENUE

County addresses and additional schedules are available at:
<https://www.ncdor.gov/documents/north-carolina-county-assessors-list>

Send to appropriate county tax office.

SCHEDULE A - CONTINUED

PERSONAL PROPERTY - SEE INSTRUCTIONS

YEAR ACQUIRED	GROUP (5) IMPROVEMENTS TO LEASED PROPERTY				YEAR ACQUIRED	GROUP (6) EXPENSED ITEMS <small>Capitalization Threshold →</small>			
	PRIOR YR. COST	ADDITIONS	DELETIONS	CURR. YR. COST		PRIOR YR. COST	ADDITIONS	DELETIONS	CURR. YR. COST
2020		0		0	2020		0		0
2019	0	0	0	0	2019	0	0	0	0
2018	0	0	0	0	2018	0	0	0	0
2017	0	0	0	0	2017	0	0	0	0
2016	0	0	0	0	2016	0	0	0	0
2015	0	0	0	0	2015	0	0	0	0
2014	0	0	0	0	2014	0	0	0	0
2013	0	0	0	0	2013	0	0	0	0
2012	0	0	0	0	TOTAL	0	0	0	0
2011	0	0	0	0	OTHER SCHEDULE A PROPERTY Preparers of this listing form with costs to report that do not fit into any of the seven (7) groups for Schedule A should use Schedule A-1 or A-2 to report those costs. The county tax office should be contacted and made aware of this special reporting of costs <u>prior</u> to usage. Do you have other schedule A property? <input type="radio"/> YES <input checked="" type="radio"/> NO If yes attach schedule <input type="checkbox"/> A-1 or A-2				
2010	0	0	0	0					
2009	0	0	0	0					
2008	0	0	0	0					
2007	0	0	0	0					
PRIOR	49,959	0	0	49,959					
TOTAL	49,959	0	0	49,959					

GROUP (7) SUPPLIES LIST COST ON HAND AS OF JANUARY 1

	COST		COST
1. OFFICE, MAINTENANCE, JANITORIAL, MEDICAL, DENTAL, BARBER AND BEAUTY SUPPLIES	100	5. RENTAL ITEMS NOT SOLD IN THE NORMAL COURSE OF BUSINESS AND NOT LISTED ELSEWHERE IN SCHEDULE A	0
2. FUELS HELD FOR CONSUMPTION	0	6. ALL OTHER MISCELLANEOUS SUPPLIES NOT LISTED ABOVE	100
3. REPLACEMENT PARTS AND SPARE PARTS	0	TOTAL	200
4. RESTAURANT AND HOTEL ITEMS SUCH AS LINENS, CLEANING SUPPLIES AND COOKWARE NOT LISTED ELSEWHERE IN SCHEDULE A	0		

SCHEDULE B

VEHICULAR EQUIPMENT & MOBILE HOMES OR MOBILE OFFICES

If you answer yes to any of questions 1-7 below, you must attach the appropriate schedule which corresponds with the equipment type listed below. If you answer yes to any of questions 1,2, 3, or 4, attach Schedule B-1, attach Schedule B-2 for watercraft, attach Schedule B-3 for mobile homes or mobile offices, and attach Schedule B-4 for aircraft. Indicate quantity of short-term rental vehicles owned for question 8.

- Does your business own any unregistered motor vehicles? YES NO If yes attach schedule **B-1**
- Does your business own any multi-year or permanently registered trailers? YES NO
- Does your business own any special bodies on vehicles? YES NO
- Does your business own any IRP (International Registration Plan) plated vehicles? YES NO
NOTE: Effective January 1, 2014, IRP plated vehicles are required to be listed with the local county tax office as part of the business personal property listing form process, unless they are already being reported as part of your Public Service Valuation with the N.C. Department of Revenue
- Does your business own any watercraft or engines for watercraft? YES NO If yes attach schedule **B-2**
- Does your business own any mobile homes or mobile offices? YES NO If yes attach schedule **B-3**
- Does your business own any aircraft? YES NO If yes attach schedule **B-4**
- Does your business own any vehicles held for short-term rental? YES NO Quantity

SCHEDULE C

LEASED PROPERTY OR OTHER PROPERTY IN YOUR POSSESSION THAT IS OWNED BY OTHERS

N.C.G.S. 105-315 and 105-316 require every person having custody of taxable tangible personal property that has been entrusted to them by another for any business purpose, to furnish a separate list containing the name and address of the owner, along with a description of the property. If you answer yes to one of the following three questions, or are otherwise required to supply this list, you must return the list or separate Schedule C-1 by January 15.

- Does your business hold any leased property owned by another party (are you a lessee)? YES NO
- Do you have any property used by your business, or in your possession, that is owned by others? YES NO
- Do you operate a mobile home park, campground, marina, aircraft storage facility, or similar business? YES NO

SCHEDULE D **SEPARATELY SCHEDULED PROPERTY**

1. Does your business own any artwork, displays, statues, or other personal property that is separately scheduled for insurance purposes? YES NO

Please describe the items and estimated value of items if applicable.

SCHEDULE E **FARM EQUIPMENT**

Does your business own any tractors, implements, bulk barns, and/or other farm equipment? YES NO COST ON SCHEDULE A

If so, list and attach separate schedule E-1. If listed by cost on Schedule A, indicate above, but still include information on separate schedule E-1.

SCHEDULE F **INTANGIBLE PERSONAL PROPERTY**

Session Law 2018-98 repealed the taxation of a leasehold interest in exempt real property, effective July 1, 2019. Schedule F is no longer applicable and will be reserved for future use.

SCHEDULE G **ACQUISITIONS AND DISPOSALS DETAIL**

Provide acquisition and disposal details on machinery, equipment, furniture and fixtures, computer equipment, and improvements to leased property in the prior year. If there is not enough room below, attach separate Schedule G-1.

ACQUISITIONS - ITEMIZE IN DETAIL	100% ORIGINAL COST	DISPOSALS - ITEMIZE IN DETAIL	YEAR ACQUIRED	100% ORIGINAL COST

SCHEDULE H **REAL ESTATE IMPROVEMENTS**

During the past calendar year, did your business make improvements and/or other additions to real property owned by your business? If yes, attach separate Schedule H-1 with information on such improvements. YES NO

SCHEDULE I **BILLBOARDS - OUTDOOR ADVERTISING STRUCTURES**

Does your business own any billboards, or outdoor advertising structures? YES NO

If yes, attach separate Schedule I-1 with requested information.

SCHEDULE J **LEASED EQUIPMENT**

Does your business lease equipment to others? YES NO

If yes, attach separate Schedule J-1 with requested information.

AFFIRMATION

LISTING MUST BE SIGNED BY A LEGALLY AUTHORIZED PERSON - Please check the capacity in which you are signing the affirmation.

For Individual Taxpayers: Taxpayer Guardian Authorized Agent Other person having knowledge of and charged with the care of the person and property of the taxpayer.

For Corporations, Partnerships, Limited Liability Companies, Unincorporated Associations:

Principal Officer of the Taxpayer Full-time employee of the taxpayer who has been officially empowered by a principal officer to list the property and sign the affirmation. Title _____

Authorized agent. If this capacity is selected, I certify that I have NCDOR Form AV-59 on file for this taxpayer: Yes No

Under penalties prescribed by law, I affirm that to the best of my knowledge and belief, this listing, including any accompanying statements, inventories, schedules, and any other information, is true and complete. (If this is signed by an individual other than the taxpayer, they affirm that they are familiar with the extent and true value of all of the taxpayer's property subject to taxation in this county, and that their affirmation is based on all the information of which they have any knowledge.)

Baldwin & Hodge 05-22-21 BALDWIN & HODGE, LLP, PO BOX 999, MT. OLIVE

Signature Date Authorized Agent Address

(919) 658-9999 (919) 336-5189 bbaldwin@baldwinhodge.com

Telephone Number Fax Number Email Address

Any individual who willfully makes and subscribes an abstract listing required by Subchapter II of Chapter 105 of the North Carolina General Statutes, which they do not believe to be true and correct as to every material matter, shall be guilty of a Class 2 misdemeanor. (Punishable by imprisonment up to 60 days.)



BALDWIN & HODCE, LLP

CERTIFIED PUBLIC ACCOUNTANTS

To Business Tax Listing:

I am writing to ask for abatement of any penalties that could be assessed to my clients for late listing. I requested an exertion of time to file until April 15 and was granted the same; however, with covid still among us and the change in tax deadline until May 17th by the IRS, My tax season just fell apart. I am working without staff since covid outbreak due to my age 75 and underlying medical conditions. Since before tax season ended I have been going to the Wayne Memorial Hospital Wound Center for treatments to my legs for some vascular issues, which has also thrown me behind in my work.

I have attached the listing to this letter and look forward to hearing back from you, thank you for your time and consideration.

Best Regards,

Barton W. Baldwin, CPA

2021

COUNTY OF **SAMPSON** North Carolina

BUSINESS PERSONAL PROPERTY LISTING

FOR DEPARTMENT USE ONLY	ACCOUNT NUMBER	DATE	TWP	DISTRICT	CITY	PENALTY	VALUE
1	2	3	4	5	6	7	
8	B	D	E	F	TOTAL		

Business Legal Name or Individual's Name
DAVID H. HOBSON, ATTORNEY AT LAW

Trade Name or DBA

Address
PO BOX 1049

City State Zip
CLINTON NC 28329

PRINCIPAL BUSINESS IN THIS COUNTY
LEGAL SERVICES

SIC # OR NAICS CODE
8111/541110

DATE BUSINESS BEGAN IN THIS COUNTY

DATE BUSINESS (FISCAL) YEAR ENDS
12-31-21

FILL IN APPLICABLE CIRCLE:

PARTNERSHIP SOLE PROPRIETORSHIP UNINCORPORATED ASSOCIATION

LLC CORPORATION OTHER (SPECIFY)

FILL IN APPLICABLE CIRCLE: BUSINESS CATEGORY

RETAIL WHOLESALE MANUFACTURING

SERVICE LEASING/RENTAL FARMING

OTHER (SPECIFY)

IF OUT OF BUSINESS COMPLETE THIS SECTION

DATE CEASED

FILL IN APPLICABLE CIRCLE:

SOLD CLOSED BANKRUPT OTHER

SOLD EQUIPMENT, FIXTURES, SUPPLIES TO

BUYER'S ADDRESS & PHONE

OTHER N.C. COUNTIES WHERE PERSONAL PROPERTY IS LOCATED

CONTACT PERSON FOR AUDIT
BARTON W. BALDWIN, CPA

ADDRESS & PHONE
PO BOX 999, MOUNT OLIVE, NC 919-658-9999

CONTACT PERSON FOR PAYMENT & PHONE
DAVID HOBSON

PHYSICAL ADDRESS
500 COLLEGE STREET, CLINTON, NC 28328

REAL ESTATE OWNED BY
DAVID HOBSON

NAME IN WHICH BUSINESS WAS LISTED LAST YEAR
DAVID H. HOBSON, ATTORNEY AT L

NOTE: Business owners who acquired an existing business in the previous year must contact the county tax office for important listing instructions. Click on the link below for a list of county tax office phone numbers and addresses.

SCHEDULE A PERSONAL PROPERTY - SEE INSTRUCTIONS

YEAR ACQUIRED	GROUP (1) MACHINERY & EQUIPMENT				YEAR ACQUIRED	GROUP (3) OFFICE FURNITURE & FIXTURES																																										
	PRIOR YR. COST	ADDITIONS	DELETIONS	CURR. YR. COST		PRIOR YR. COST	ADDITIONS	DELETIONS	CURR. YR. COST																																							
2020		0		0	2020		1,176		1,176																																							
2019	0	0	0	0	2019	1,087	0	0	1,087																																							
2018	0	0	0	0	2018	0	0	0	0																																							
2017	0	0	0	0	2017	0	0	0	0																																							
2016	0	0	0	0	2016	0	0	0	0																																							
2015	0	0	0	0	2015	0	0	0	0																																							
2014	0	0	0	0	2014	14,605	0	0	14,605																																							
2013	0	0	0	0	PRIOR	2,966	0	0	2,966																																							
2012	0	0	0	0	TOTAL	18,658	1,176	0	19,834																																							
2011	0	0	0	0	<table border="1"> <thead> <tr> <th rowspan="2">YEAR ACQUIRED</th> <th colspan="4">GROUP (4) COMPUTER EQUIPMENT</th> </tr> <tr> <th>PRIOR YR. COST</th> <th>ADDITIONS</th> <th>DELETIONS</th> <th>CURR. YR. COST</th> </tr> </thead> <tbody> <tr> <td>2020</td> <td></td> <td>45,138</td> <td></td> <td>45,138</td> </tr> <tr> <td>2019</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>2018</td> <td>1,838</td> <td>0</td> <td>0</td> <td>1,838</td> </tr> <tr> <td>2017</td> <td>2,304</td> <td>0</td> <td>0</td> <td>2,304</td> </tr> <tr> <td>PRIOR</td> <td>76,733</td> <td>0</td> <td>0</td> <td>76,733</td> </tr> <tr> <td>TOTAL</td> <td>80,875</td> <td>45,138</td> <td>0</td> <td>126,013</td> </tr> </tbody> </table>					YEAR ACQUIRED	GROUP (4) COMPUTER EQUIPMENT				PRIOR YR. COST	ADDITIONS	DELETIONS	CURR. YR. COST	2020		45,138		45,138	2019	0	0	0	0	2018	1,838	0	0	1,838	2017	2,304	0	0	2,304	PRIOR	76,733	0	0	76,733	TOTAL	80,875	45,138	0	126,013
YEAR ACQUIRED	GROUP (4) COMPUTER EQUIPMENT																																															
	PRIOR YR. COST	ADDITIONS	DELETIONS	CURR. YR. COST																																												
2020		45,138		45,138																																												
2019	0	0	0	0																																												
2018	1,838	0	0	1,838																																												
2017	2,304	0	0	2,304																																												
PRIOR	76,733	0	0	76,733																																												
TOTAL	80,875	45,138	0	126,013																																												
2010	0	0	0	0																																												
2009	0	0	0	0																																												
2008	0	0	0	0																																												
2007	0	0	0	0																																												
2006	0	0	0	0																																												
2005	0	0	0	0																																												
PRIOR	0	0	0	0																																												
TOTAL	0	0	0	0																																												

GROUP (2) CONSTRUCTION IN PROGRESS

LIST TOTAL OF ALL PERSONAL PROPERTY EXPENDITURES IN CIP ACCOUNT ON JANUARY 1, BUT NOT INCLUDED ABOVE - ITEMIZE IN SCHEDULE G

TOTAL CIP: \$

DO NOT REMIT THIS FORM TO NC DEPARTMENT OF REVENUE

County addresses and additional schedules are available at:
<https://www.ncdor.gov/documents/north-carolina-county-assessors-llst>

Send to appropriate county tax office.

SCHEDULE A - CONTINUED

PERSONAL PROPERTY - SEE INSTRUCTIONS

YEAR ACQUIRED	GROUP (5) IMPROVEMENTS TO LEASED PROPERTY				YEAR ACQUIRED	GROUP (6) EXPENSED ITEMS Capitalization Threshold →			
	PRIOR YR. COST	ADDITIONS	DELETIONS	CURR. YR. COST		PRIOR YR. COST	ADDITIONS	DELETIONS	CURR. YR. COST
2020		0		0	2020		0		0
2019	0	0	0	0	2019	0	0	0	0
2018	0	0	0	0	2018	0	0	0	0
2017	0	0	0	0	2017	0	0	0	0
2016	0	0	0	0	2016	0	0	0	0
2015	10,395	0	0	10,395	2015	0	0	0	0
2014	0	0	0	0	2014	0	0	0	0
2013	0	0	0	0	2013	0	0	0	0
2012	0	0	0	0	TOTAL	0	0	0	0
2011	0	0	0	0	OTHER SCHEDULE A PROPERTY Preparers of this listing form with costs to report that do not fit into any of the seven (7) groups for Schedule A should use Schedule A-1 or A-2 to report those costs. The county tax office should be contacted and made aware of this special reporting of costs prior to usage. Do you have other schedule A property? <input type="radio"/> YES <input checked="" type="radio"/> NO If yes attach schedule <input type="checkbox"/> A-1 or A-2				
2010	4,330	0	0	4,330					
2009	0	0	0	0					
2008	0	0	0	0					
2007	0	0	0	0					
PRIOR	4,062	0	0	4,062					
TOTAL	18,787	0	0	18,787					

GROUP (7) SUPPLIES LIST COST ON HAND AS OF JANUARY 1

	COST		COST
1. OFFICE, MAINTENANCE, JANITORIAL, MEDICAL, DENTAL, BARBER AND BEAUTY SUPPLIES	100	5. RENTAL ITEMS NOT SOLD IN THE NORMAL COURSE OF BUSINESS AND NOT LISTED ELSEWHERE IN SCHEDULE A	0
2. FUELS HELD FOR CONSUMPTION	0	6. ALL OTHER MISCELLANEOUS SUPPLIES NOT LISTED ABOVE	100
3. REPLACEMENT PARTS AND SPARE PARTS	0	TOTAL	200
4. RESTAURANT AND HOTEL ITEMS SUCH AS LINENS, CLEANING SUPPLIES AND COOKWARE NOT LISTED ELSEWHERE IN SCHEDULE A	0		

SCHEDULE B

VEHICULAR EQUIPMENT & MOBILE HOMES OR MOBILE OFFICES

If you answer yes to any of questions 1-7 below, you must attach the appropriate schedule which corresponds with the equipment type listed below. If you answer yes to any of questions 1, 2, 3, or 4, attach Schedule B-1, attach Schedule B-2 for watercraft, attach Schedule B-3 for mobile homes or mobile offices, and attach Schedule B-4 for aircraft. Indicate quantity of short-term rental vehicles owned for question 8.

1. Does your business own any unregistered motor vehicles? YES NO If yes attach schedule **B-1**

2. Does your business own any multi-year or permanently registered trailers? YES NO

3. Does your business own any special bodies on vehicles? YES NO

4. Does your business own any IRP (International Registration Plan) plated vehicles? YES NO
 NOTE: Effective January 1, 2014, IRP plated vehicles are required to be listed with the local county tax office as part of the business personal property listing form process, unless they are already being reported as part of your Public Service Valuation with the N.C. Department of Revenue

5. Does your business own any watercraft or engines for watercraft? YES NO If yes attach schedule **B-2**

6. Does your business own any mobile homes or mobile offices? YES NO If yes attach schedule **B-3**

7. Does your business own any aircraft? YES NO If yes attach schedule **B-4**

8. Does your business own any vehicles held for short-term rental? YES NO Quantity **0**

SCHEDULE C

LEASED PROPERTY OR OTHER PROPERTY IN YOUR POSSESSION THAT IS OWNED BY OTHERS

N.C.G.S. 105-315 and 105-316 require every person having custody of taxable tangible personal property that has been entrusted to them by another for any business purpose, to furnish a separate list containing the name and address of the owner, along with a description of the property. If you answer yes to one of the following three questions, or are otherwise required to supply this list, you must return the list or separate Schedule C-1 by January 15.

1. Does your business hold any leased property owned by another party (are you a lessee)? YES NO
2. Do you have any property used by your business, or in your possession, that is owned by others? YES NO
3. Do you operate a mobile home park, campground, marina, aircraft storage facility, or similar business? YES NO

SCHEDULE D **SEPARATELY SCHEDULED PROPERTY**

1. Does your business own any artwork, displays, statues, or other personal property that is separately scheduled for insurance purposes? YES NO

Please describe the items and estimated value of items if applicable.

SCHEDULE E **FARM EQUIPMENT**

Does your business own any tractors, implements, bulk barns, and/or other farm equipment? YES NO COST ON SCHEDULE A

If so, list and attach separate schedule E-1. If listed by cost on Schedule A, indicate above, but still include information on separate schedule E-1.

SCHEDULE F **INTANGIBLE PERSONAL PROPERTY**

Session Law 2018-98 repealed the taxation of a leasehold interest in exempt real property, effective July 1, 2019. Schedule F is no longer applicable and will be reserved for future use.

SCHEDULE G **ACQUISITIONS AND DISPOSALS DETAIL**

Provide acquisition and disposal details on machinery, equipment, furniture and fixtures, computer equipment, and improvements to leased property in the prior year. If there is not enough room below, attach separate Schedule G-1.

ACQUISITIONS - ITEMIZE IN DETAIL	100% ORIGINAL COST	DISPOSALS - ITEMIZE IN DETAIL	YEAR ACQUIRED	100% ORIGINAL COST
EQUIPMENT	1,176		2020	
COMPUTERS, MONITORS, TELEPHONES	45,138		2020	

SCHEDULE H **REAL ESTATE IMPROVEMENTS**

During the past calendar year, did your business make improvements and/or other additions to real property owned by your business? If yes, attach separate Schedule H-1 with information on such improvements. YES NO

SCHEDULE I **BILLBOARDS - OUTDOOR ADVERTISING STRUCTURES**

Does your business own any billboards, or outdoor advertising structures? If yes, attach separate Schedule I-1 with requested information. YES NO

SCHEDULE J **LEASED EQUIPMENT**

Does your business lease equipment to others? If yes, attach separate Schedule J-1 with requested information. YES NO

AFFIRMATION

LISTING MUST BE SIGNED BY A LEGALLY AUTHORIZED PERSON - Please check the capacity in which you are signing the affirmation.

For Individual Taxpayers: Taxpayer Guardian Authorized Agent Other person having knowledge of and charged with the care of the person and property of the taxpayer.

For Corporations, Partnerships, Limited Liability Companies, Unincorporated Associations:

Principal Officer of the Taxpayer Full-time employee of the taxpayer who has been officially empowered by a principal officer to list the property and sign the affirmation. Title _____

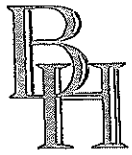
Authorized agent. If this capacity is selected, I certify that I have NCDOR Form AV-59 on file for this taxpayer: Yes No

Under penalties prescribed by law, I affirm that to the best of my knowledge and belief, this listing, including any accompanying statements, inventories, schedules, and any other information, is true and complete. (If this is signed by an individual other than the taxpayer, they affirm that they are familiar with the extent and true value of all of the taxpayer's property subject to taxation in this county, and that their affirmation is based on all the information of which they have any knowledge.)

Signature: *Baldwin* Date: 05-26-21 Authorized Agent Address: P.O. BOX 999 MT. OLIVE, NC 28365

Telephone Number: (919) 658-9999 Fax Number: (919) 336-5189 Email Address: bbaldwin@baldwinhodgellp.com

Any individual who willfully makes and subscribes an abstract listing required by Subchapter II of Chapter 105 of the North Carolina General Statutes, which they do not believe to be true and correct as to every material matter, shall be guilty of a Class 2 misdemeanor. (Punishable by imprisonment up to 60 days.)



BALDWIN & HODGE, LLP

CERTIFIED PUBLIC ACCOUNTANTS

To Business Tax Listing:

I am writing to ask for abatement of any penalties that could be assessed to my clients for late listing. I requested an exertion of time to file until April 15 and was granted the same; however, with covid still among us and the change in tax deadline until May 17th by the IRS, My tax season just fell apart. I am working without staff since covid outbreak due to my age 75 and underlying medical conditions. Since before tax season ended I have been going to the Wayne Memorial Hospital Wound Center for treatments to my legs for some vascular issues, which has also thrown me behind in my work.

I have attached the listing to this letter and look forward to hearing back from you, thank you for your time and consideration.

Best Regards,

Barton W. Baldwin, CPA

2021

COUNTY OF **SAMPSON** North Carolina

BUSINESS PERSONAL PROPERTY LISTING

FOR DEPARTMENT USE ONLY	ACCOUNT NUMBER	DATE	TWP	DISTRICT	CITY	PENALTY	VALUE
1	2	3	4	5	6	7	
B	B	D	E	F	TOTAL		

Business Legal Name or Individual's Name
BIG BLUE STORE OF CLINTON, INC.

Trade Name or DBA

Address
P.O. BOX 1219

City State Zip
CLINTON NC 28329

OTHER N.C. COUNTIES WHERE PERSONAL PROPERTY IS LOCATED

CONTACT PERSON FOR AUDIT **BARTON W. BALDWIN, CPA**

ADDRESS & PHONE **PO BOX 999, MT. OLIVE, NC 919-658-9999**

CONTACT PERSON FOR PAYMENT & PHONE **TIM CLIFTON 910-592-6816**

PHYSICAL ADDRESS **149 MLK JR. BLVD, CLINTON, NC 28328**

REAL ESTATE OWNED BY **BULL ENTERPRISES II**

NAME IN WHICH BUSINESS WAS LISTED LAST YEAR **BIG BLUE STORE OF CLINTON, INC**

NOTE: Business owners who acquired an existing business in the previous year must contact the county tax office for important listing instructions. Click on the link below for a list of county tax office phone numbers and addresses.

PRINCIPAL BUSINESS IN THIS COUNTY **AGRI & GARDEN SUPPLY**

SIC # OR NAICS CODE **5261/444220**

DATE BUSINESS BEGAN IN THIS COUNTY

DATE BUSINESS (FISCAL) YEAR ENDS **01-31-21**

FILL IN APPLICABLE CIRCLE:
 PARTNERSHIP SOLE PROPRIETORSHIP UNINCORPORATED ASSOCIATION
 LLC
 CORPORATION OTHER (SPECIFY)

FILL IN APPLICABLE CIRCLE: BUSINESS CATEGORY
 RETAIL WHOLESALE MANUFACTURING
 SERVICE LEASING/RENTAL FARMING
 OTHER (SPECIFY) **RETAIL/WHOLESALE**

IF OUT OF BUSINESS COMPLETE THIS SECTION
 DATE CEASED

FILL IN APPLICABLE CIRCLE:
 SOLD CLOSED BANKRUPT OTHER

SOLD EQUIPMENT, FIXTURES, SUPPLIES TO

BUYER'S ADDRESS & PHONE

SCHEDULE A PERSONAL PROPERTY - SEE INSTRUCTIONS

YEAR ACQUIRED	GROUP (1) MACHINERY & EQUIPMENT			
	PRIOR YR. COST	ADDITIONS	DELETIONS	CURR. YR. COST
2020		0		0
2019	0	0	0	0
2018	17,655	0	0	17,655
2017	0	0	0	0
2016	0	0	0	0
2015	0	0	0	0
2014	0	0	0	0
2013	0	0	0	0
2012	17,280	0	0	17,280
2011	0	0	0	0
2010	0	0	0	0
2009	0	0	0	0
2008	5,648	0	0	5,648
2007	8,263	0	0	8,263
2006	0	0	0	0
2005	0	0	0	0
PRIOR	159,480	0	0	159,480
TOTAL	187,419	0	0	187,419

YEAR ACQUIRED	GROUP (3) OFFICE FURNITURE & FIXTURES			
	PRIOR YR. COST	ADDITIONS	DELETIONS	CURR. YR. COST
2020		5,260		5,260
2019	0	1,932	0	1,932
2018	4,760	0	0	4,760
2017	0	0	0	0
2016	0	0	0	0
2015	0	0	0	0
2014	0	0	0	0
PRIOR	54,347	0	0	54,347
TOTAL	59,107	7,192	0	66,299

YEAR ACQUIRED	GROUP (4) COMPUTER EQUIPMENT			
	PRIOR YR. COST	ADDITIONS	DELETIONS	CURR. YR. COST
2020		0		0
2019	0	0	0	0
2018	0	0	0	0
2017	0	0	0	0
PRIOR	124,877	0	0	124,877
TOTAL	124,877	0	0	124,877

GROUP (2) CONSTRUCTION IN PROGRESS	
LIST TOTAL OF ALL PERSONAL PROPERTY EXPENDITURES IN CIP ACCOUNT ON JANUARY 1, BUT NOT INCLUDED ABOVE - ITEMIZE IN SCHEDULE G	
TOTAL CIP: \$	

DO NOT REMIT THIS FORM TO NC DEPARTMENT OF REVENUE

County addresses and additional schedules are available at:
<https://www.ncdor.gov/documents/north-carolina-county-assessors-list>

Send to appropriate county tax office.

SCHEDULE A - CONTINUED

PERSONAL PROPERTY - SEE INSTRUCTIONS

YEAR ACQUIRED	GROUP (5) IMPROVEMENTS TO LEASED PROPERTY				YEAR ACQUIRED	GROUP (6) EXPENSED ITEMS <small>Capitalization Threshold</small>			
	PRIOR YR. COST	ADDITIONS	DELETIONS	CURR. YR. COST		PRIOR YR. COST	ADDITIONS	DELETIONS	CURR. YR. COST
2020		0		0	2020		0		0
2019	0	0	0	0	2019	0	0	0	0
2018	0	0	0	0	2018	0	0	0	0
2017	0	0	0	0	2017	0	0	0	0
2016	0	0	0	0	2016	0	0	0	0
2015	0	0	0	0	2015	0	0	0	0
2014	27,540	0	0	27,540	2014	0	0	0	0
2013	0	0	0	0	2013	0	0	0	0
2012	0	0	0	0	TOTAL	0	0	0	0
2011	86,044	0	0	86,044	OTHER SCHEDULE A PROPERTY Preparers of this listing form with costs to report that do not fit into any of the seven (7) groups for Schedule A should use Schedule A-1 or A-2 to report those costs. The county tax office should be contacted and made aware of this special reporting of costs prior to usage. Do you have other schedule A property? <input type="radio"/> YES <input checked="" type="radio"/> NO If yes attach schedule <input type="checkbox"/> <input checked="" type="checkbox"/> A-1 or A-2				
2010	0	0	0	0					
2009	0	0	0	0					
2008	0	0	0	0					
2007	0	0	0	0					
PRIOR	176,828	0	0	176,828					
TOTAL	290,412	0	0	290,412					

OTHER SCHEDULE A PROPERTY
 Preparers of this listing form with costs to report that do not fit into any of the seven (7) groups for Schedule A should use Schedule A-1 or A-2 to report those costs. The county tax office should be contacted and made aware of this special reporting of costs prior to usage.
 Do you have other schedule A property? YES NO
 If yes attach schedule **A-1 or A-2**

GROUP (7) SUPPLIES LIST COST ON HAND AS OF JANUARY 1

	COST		COST
1. OFFICE, MAINTENANCE, JANITORIAL, MEDICAL, DENTAL, BARBER AND BEAUTY SUPPLIES	250	5. RENTAL ITEMS NOT SOLD IN THE NORMAL COURSE OF BUSINESS AND NOT LISTED ELSEWHERE IN SCHEDULE A	0
2. FUELS HELD FOR CONSUMPTION	0	6. ALL OTHER MISCELLANEOUS SUPPLIES NOT LISTED ABOVE	100
3. REPLACEMENT PARTS AND SPARE PARTS	100	TOTAL	450
4. RESTAURANT AND HOTEL ITEMS SUCH AS LINENS, CLEANING SUPPLIES AND COOKWARE NOT LISTED ELSEWHERE IN SCHEDULE A	0		

SCHEDULE B VEHICULAR EQUIPMENT & MOBILE HOMES OR MOBILE OFFICES

If you answer yes to any of questions 1-7 below, you must attach the appropriate schedule which corresponds with the equipment type listed below. If you answer yes to any of questions 1,2, 3, or 4, attach Schedule B-1, attach Schedule B-2 for watercraft, attach Schedule B-3 for mobile homes or mobile offices, and attach Schedule B-4 for aircraft. Indicate quantity of short-term rental vehicles owned for question 8.

1. Does your business own any unregistered motor vehicles? YES NO **If yes attach schedule B-1**

2. Does your business own any multi-year or permanently registered trailers? YES NO

3. Does your business own any special bodies on vehicles? YES NO

4. Does your business own any IRP (International Registration Plan) plated vehicles? YES NO
 NOTE: Effective January 1, 2014, IRP plated vehicles are required to be listed with the local county tax office as part of the business personal property listing form process, unless they are already being reported as part of your Public Service Valuation with the N.C. Department of Revenue

5. Does your business own any watercraft or engines for watercraft? YES NO **If yes attach schedule B-2**

6. Does your business own any mobile homes or mobile offices? YES NO **If yes attach schedule B-3**

7. Does your business own any aircraft? YES NO **If yes attach schedule B-4**

8. Does your business own any vehicles held for short-term rental? YES NO **Quantity 0**

SCHEDULE C LEASED PROPERTY OR OTHER PROPERTY IN YOUR POSSESSION THAT IS OWNED BY OTHERS

N.C.G.S. 105-315 and 105-316 require every person having custody of taxable tangible personal property that has been entrusted to them by another for any business purpose, to furnish a separate list containing the name and address of the owner, along with a description of the property. If you answer yes to one of the following three questions, or are otherwise required to supply this list, you must return the list or separate Schedule C-1 by January 15.

1. Does your business hold any leased property owned by another party (are you a lessee)? YES NO

2. Do you have any property used by your business, or in your possession, that is owned by others? YES NO

3. Do you operate a mobile home park, campground, marina, aircraft storage facility, or similar business? YES NO

SCHEDULE D SEPARATELY SCHEDULED PROPERTY

1. Does your business own any artwork, displays, statues, or other personal property that is separately scheduled for insurance purposes? YES NO
 Please describe the items and estimated value of items if applicable.

SCHEDULE E FARM EQUIPMENT

Does your business own any tractors, implements, bulk barns, and/or other farm equipment? YES NO COST ON SCHEDULE A
 If so, list and attach separate schedule E-1. If listed by cost on Schedule A, indicate above, but still include information on separate schedule E-1.

SCHEDULE F INTANGIBLE PERSONAL PROPERTY

Session Law 2018-98 repealed the taxation of a leasehold interest in exempt real property, effective July 1, 2019. Schedule F is no longer applicable and will be reserved for future use.

SCHEDULE G ACQUISITIONS AND DISPOSALS DETAIL

Provide acquisition and disposal details on machinery, equipment, furniture and fixtures, computer equipment, and improvements to leased property in the prior year. If there is not enough room below, attach separate Schedule G-1.

ACQUISITIONS - ITEMIZE IN DETAIL	100% ORIGINAL COST	DISPOSALS - ITEMIZE IN DETAIL	YEAR ACQUIRED	100% ORIGINAL COST
EQUIPMENT	1,932		2019	
SHELVING	5,260		2020	

SCHEDULE H REAL ESTATE IMPROVEMENTS

During the past calendar year, did your business make improvements and/or other additions to real property owned by your business? If yes, attach separate Schedule H-1 with information on such improvements. YES NO

SCHEDULE I BILLBOARDS - OUTDOOR ADVERTISING STRUCTURES

Does your business own any billboards, or outdoor advertising structures? If yes, attach separate Schedule I-1 with requested information. YES NO

SCHEDULE J LEASED EQUIPMENT

Does your business lease equipment to others? If yes, attach separate Schedule J-1 with requested information. YES NO

AFFIRMATION

LISTING MUST BE SIGNED BY A LEGALLY AUTHORIZED PERSON - Please check the capacity in which you are signing the affirmation.

For Individual Taxpayers: Taxpayer Guardian Authorized Agent Other person having knowledge of and charged with the care of the person and property of the taxpayer.

For Corporations, Partnerships, Limited Liability Companies, Unincorporated Associations:

Principal Officer of the Taxpayer Full-time employee of the taxpayer who has been officially empowered by a principal officer to list the property and sign the affirmation. Title _____

Authorized agent. If this capacity is selected, I certify that I have NCDOR Form AV-59 on file for this taxpayer: Yes No

Under penalties prescribed by law, I affirm that to the best of my knowledge and belief, this listing, including any accompanying statements, inventories, schedules, and any other information, is true and complete. (If this is signed by an individual other than the taxpayer, they affirm that they are familiar with the extent and true value of all of the taxpayer's property subject to taxation in this county, and that their affirmation is based on all the information of which they have any knowledge.)

Signature: [Signature] Date: 05-22-21 Authorized Agent Address: P.O. BOX 999 MT. OLIVE, NC 28365
 Telephone Number: (919) 658-9999 Fax Number: (919) 336-5189 Email Address: bbaldwin@baldwinhodgellp.com

Any individual who willfully makes and subscribes an abstract listing required by Subchapter II of Chapter 105 of the North Carolina General Statutes, which they do not believe to be true and correct as to every material matter, shall be guilty of a Class 2 misdemeanor. (Punishable by imprisonment up to 60 days.)



BALDWIN & HODGE, LLP

CERTIFIED PUBLIC ACCOUNTANTS

To Business Tax Listing:

I am writing to ask for abatement of any penalties that could be assessed to my clients for late listing. I requested an exertion of time to file until April 15 and was granted the same; however, with covid still among us and the change in tax deadline until May 17th by the IRS, My tax season just fell apart. I am working without staff since covid outbreak due to my age 75 and underlying medical conditions. Since before tax season ended I have been going to the Wayne Memorial Hospital Wound Center for treatments to my legs for some vascular issues, which has also thrown me behind in my work.

I have attached the listing to this letter and look forward to hearing back from you, thank you for your time and consideration.

Best Regards,

Barton W. Baldwin, CPA

COUNTY OF SAMPSON North Carolina

BUSINESS PERSONAL PROPERTY LISTING

FOR DEPARTMENT USE ONLY	ACCOUNT NUMBER	DATE	TWP	DISTRICT	CITY	PENALTY	VALUE
1	2	3	4	5	6	7	
8	B	D	E	F	TOTAL		

Business Legal Name or Individual's Name
BALDWIN & HODGE, LLP

Trade Name or DBA

Address
PO BOX 999

City **MOUNT OLIVE** State **NC** Zip **28365**

PRINCIPAL BUSINESS IN THIS COUNTY **CPA SERVICES**

SIC # OR NAICS CODE **8721/541211**

DATE BUSINESS BEGAN IN THIS COUNTY

DATE BUSINESS (FISCAL) YEAR ENDS **12-31-21**

FILL IN APPLICABLE CIRCLE:

PARTNERSHIP SOLE PROPRIETORSHIP UNINCORPORATED ASSOCIATION

LLC

CORPORATION OTHER (SPECIFY) **LLP**

FILL IN APPLICABLE CIRCLE: BUSINESS CATEGORY

RETAIL WHOLESALE MANUFACTURING

SERVICE LEASING/RENTAL FARMING

OTHER (SPECIFY)

IF OUT OF BUSINESS COMPLETE THIS SECTION

DATE CEASED

FILL IN APPLICABLE CIRCLE:

SOLD CLOSED BANKRUPT OTHER

SOLD EQUIPMENT, FIXTURES, SUPPLIES TO

BUYER'S ADDRESS & PHONE

OTHER N.C. COUNTIES WHERE PERSONAL PROPERTY IS LOCATED **WAKE, WAYNE**

CONTACT PERSON FOR AUDIT **BARTON W. BALDWIN, CPA**

ADDRESS & PHONE **PO BOX 999, MOUNT OLIVE, NC 919-658-9999**

CONTACT PERSON FOR PAYMENT & PHONE **BARTON BALDWIN 919-658-9999**

PHYSICAL ADDRESS **116 LISBON STREET, CLINTON, NC 28328**

REAL ESTATE OWNED BY **CARY TAYLOR III**

NAME IN WHICH BUSINESS WAS LISTED LAST YEAR **BALDWIN & HODGE, LLP**

NOTE: Business owners who acquired an existing business in the previous year must contact the county tax office for important listing instructions. Click on the link below for a list of county tax office phone numbers and addresses.

SCHEDULE A PERSONAL PROPERTY - SEE INSTRUCTIONS

YEAR ACQUIRED	GROUP (1) MACHINERY & EQUIPMENT			
	PRIOR YR. COST	ADDITIONS	DELETIONS	CURR. YR. COST
2020		0		0
2019	0	0	0	0
2018	0	0	0	0
2017	0	0	0	0
2016	0	0	0	0
2015	0	0	0	0
2014	0	0	0	0
2013	0	0	0	0
2012	0	0	0	0
2011	0	0	0	0
2010	0	0	0	0
2009	0	0	0	0
2008	0	0	0	0
2007	0	0	0	0
2006	0	0	0	0
2005	0	0	0	0
PRIOR	0	0	0	0
TOTAL	0	0	0	0

YEAR ACQUIRED	GROUP (3) OFFICE FURNITURE & FIXTURES			
	PRIOR YR. COST	ADDITIONS	DELETIONS	CURR. YR. COST
2020		0		0
2019	0	0	0	0
2018	0	0	0	0
2017	0	0	0	0
2016	0	0	0	0
2015	0	0	0	0
2014	0	0	0	0
PRIOR	1,660	0	0	1,660
TOTAL	1,660	0	0	1,660

YEAR ACQUIRED	GROUP (4) COMPUTER EQUIPMENT			
	PRIOR YR. COST	ADDITIONS	DELETIONS	CURR. YR. COST
2020		0		0
2019	0	0	0	0
2018	0	0	0	0
2017	0	0	0	0
PRIOR	0	0	0	0
TOTAL	0	0	0	0

GROUP (2) CONSTRUCTION IN PROGRESS

LIST TOTAL OF ALL PERSONAL PROPERTY EXPENDITURES IN CIP ACCOUNT ON JANUARY 1, BUT NOT INCLUDED ABOVE - ITEMIZE IN SCHEDULE G

TOTAL CIP: \$

DO NOT REMIT THIS FORM TO NC DEPARTMENT OF REVENUE

County addresses and additional schedules are available at:
<https://www.ncdor.gov/documents/north-carolina-county-assessors-list>

Send to appropriate county tax office.

SCHEDULE A - CONTINUED

PERSONAL PROPERTY - SEE INSTRUCTIONS

YEAR ACQUIRED	GROUP (5) IMPROVEMENTS TO LEASED PROPERTY				YEAR ACQUIRED	GROUP (6) EXPENSED ITEMS <small>Capitalization Threshold →</small>			
	PRIOR YR. COST	ADDITIONS	DELETIONS	CURR. YR. COST		PRIOR YR. COST	ADDITIONS	DELETIONS	CURR. YR. COST
2020		0		0	2020		0		0
2019	0	0	0	0	2019	0	0	0	0
2018	0	0	0	0	2018	0	0	0	0
2017	0	0	0	0	2017	0	0	0	0
2016	0	0	0	0	2016	0	0	0	0
2015	0	0	0	0	2015	0	0	0	0
2014	0	0	0	0	2014	0	0	0	0
2013	0	0	0	0	2013	0	0	0	0
2012	0	0	0	0	TOTAL	0	0	0	0
2011	0	0	0	0	OTHER SCHEDULE A PROPERTY Preparers of this listing form with costs to report that do not fit into any of the seven (7) groups for Schedule A should use Schedule A-1 or A-2 to report those costs. The county tax office should be contacted and made aware of this special reporting of costs <u>prior</u> to usage. Do you have other schedule A property? <input type="radio"/> YES <input type="radio"/> NO If yes attach schedule <input checked="" type="checkbox"/> A-1 or A-2				
2010	0	0	0	0					
2009	0	0	0	0					
2008	0	0	0	0					
2007	0	0	0	0					
PRIOR	0	0	0	0					
TOTAL	0	0	0	0					

GROUP (7) SUPPLIES LIST COST ON HAND AS OF JANUARY 1

	COST		COST
1. OFFICE, MAINTENANCE, JANITORIAL, MEDICAL, DENTAL, BARBER AND BEAUTY SUPPLIES	50	5. RENTAL ITEMS NOT SOLD IN THE NORMAL COURSE OF BUSINESS AND NOT LISTED ELSEWHERE IN SCHEDULE A	0
2. FUELS HELD FOR CONSUMPTION	0	6. ALL OTHER MISCELLANEOUS SUPPLIES NOT LISTED ABOVE	0
3. REPLACEMENT PARTS AND SPARE PARTS	0	TOTAL	50
4. RESTAURANT AND HOTEL ITEMS SUCH AS LINENS, CLEANING SUPPLIES AND COOKWARE NOT LISTED ELSEWHERE IN SCHEDULE A	0		

SCHEDULE B

VEHICULAR EQUIPMENT & MOBILE HOMES OR MOBILE OFFICES

If you answer yes to any of questions 1-7 below, you must attach the appropriate schedule which corresponds with the equipment type listed below. If you answer yes to any of questions 1, 2, 3, or 4, attach Schedule B-1, attach Schedule B-2 for watercraft, attach Schedule B-3 for mobile homes or mobile offices, and attach Schedule B-4 for aircraft. Indicate quantity of short-term rental vehicles owned for question 8.

- Does your business own any unregistered motor vehicles? YES NO If yes attach schedule **B-1**
- Does your business own any multi-year or permanently registered trailers? YES NO
- Does your business own any special bodies on vehicles? YES NO
- Does your business own any IRP (International Registration Plan) plated vehicles? YES NO
NOTE: Effective January 1, 2014, IRP plated vehicles are required to be listed with the local county tax office as part of the business personal property listing form process, unless they are already being reported as part of your Public Service Valuation with the N.C. Department of Revenue
- Does your business own any watercraft or engines for watercraft? YES NO If yes attach schedule **B-2**
- Does your business own any mobile homes or mobile offices? YES NO If yes attach schedule **B-3**
- Does your business own any aircraft? YES NO If yes attach schedule **B-4**
- Does your business own any vehicles held for short-term rental? YES NO Quantity **0**

SCHEDULE C

LEASED PROPERTY OR OTHER PROPERTY IN YOUR POSSESSION THAT IS OWNED BY OTHERS

N.C.G.S. 105-315 and 105-316 require every person having custody of taxable tangible personal property that has been entrusted to them by another for any business purpose, to furnish a separate list containing the name and address of the owner, along with a description of the property. If you answer yes to one of the following three questions, or are otherwise required to supply this list, you must return the list or separate Schedule C-1 by January 15.

- Does your business hold any leased property owned by another party (are you a lessee)? YES NO
- Do you have any property used by your business, or in your possession, that is owned by others? YES NO
- Do you operate a mobile home park, campground, marina, aircraft storage facility, or similar business? YES NO

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

09598

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 John Fussell
_____ in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2020</u>	\$ <u>20.73</u>
<u>2019</u>	\$ <u>139.19</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>159.92</u>

These taxes were assessed through clerical error as follows.

Bill# 0039848193 + 0048666888
Plate# YK9514 + YN4308
Plate Turn In - Sold
2002 Chev MP + 2018 RamTK

~~600~~ County Tax 142.63
School Tax _____
F23 Fire Tax 17.29
City Tax _____
TOTAL \$ 159.92

Yours very truly



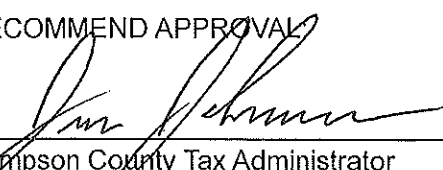
Taxpayer

Mailing Address.

1540 Union School Rd

Clinton NC 28328

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

09599

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 Andy Stephen Brock in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
2020	\$ 274.55
TOTAL REFUND	\$ 274.55

These taxes were assessed through clerical error as follows.

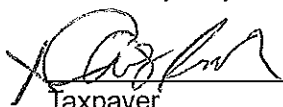
Bill # 0044989669
Plate# DY3674
2017 Dodge Ram tk.
Vehicle sold
Tag. surr.

602 County Tax 246.20
School Tax _____
F21 Fire Tax 28.35
City Tax _____
TOTAL \$ 274.55

Mailing Address.

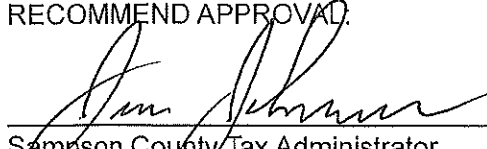
X 86 Beechwood Lane
Aufryville, NC 28318

Yours very truly


Taxpayer

X 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

09608

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 Richard Van Flowers
_____ in _____ Township, Sampson County, for
the year(s) and in the amount(s) of:

YEAR	
2020	\$ 101.55
	\$
	\$
	\$
	\$
	\$
TOTAL REFUND	\$ 101.55

These taxes were assessed through clerical error as follows.

Bill # 0044998480
Plate # 7B 3462
2017 motorcycle
Vehicle sold
plate surr.

602 County Tax \$ 93.09
School Tax _____
718 Fire Tax \$ 8.46
City Tax _____
TOTAL \$ 101.55

Mailing Address.

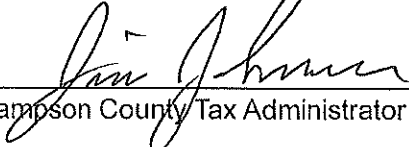
X 1968 Mount Olive Hwy
Newton Grove NC 2836

Yours very truly

X Susie Winifred D Flowers
Taxpayer

X 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

09613

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 Lattie B Faircloth
_____ in _____ Township, Sampson County, NC
the year(s) and in the amount(s) of:

YEAR	
<u>2020</u>	\$ <u>172.35</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>172.35</u>

These taxes were assessed through clerical error as follows.

Bill # 0050696508
Plate Turn In - Sold
Plate # 7AS6425
2018 RAM TR

County Tax	<u>100.13</u>
School Tax	_____
F21 Fire Tax	<u>11.53</u>
City Tax	<u>60.69</u>
TOTAL \$	<u>172.35</u>

Mailing Address.

PO. Box 161
Autryville NC 28318

Yours very truly

Lattie B. Faircloth
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

09622

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 Nikin Gavon Henry in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
2020	\$ 113.08
/	\$
/	\$
/	\$
/	\$
TOTAL REFUND	\$ 113.08

These taxes were assessed through clerical error as follows.

Bill # 0060209867
Plate # RCK5543
Vehicle Sold
Plate Surr.
2017 Chevrolet

60 ² County Tax	100.86
School Tax	
Flb Fire Tax	12.22
City Tax	
TOTAL \$	113.08

Mailing Address.

1596 Laurel Lake Rd
Salemberg NC 28385

Yours very truly

X. Nikin Henry
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

09625

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 Zayne Alexander Trent in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
2020	\$ 180.25
TOTAL REFUND	\$ 180.25

These taxes were assessed through clerical error as follows.

Bill # 045771699
Plate # PJC 4802
2014 Toyota 4runner
Plate Surr.
Vehicle Sold

602 County Tax 162.52
School Tax _____
F06 Fire Tax 17.73
City Tax _____
TOTAL \$ 180.25

Mailing Address.

48 Nora Ln
Dunn, NC 28334

Yours very truly

Zayne Alexander Trent
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

09621

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 Sharon Shipp Herring in Belvoir Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2020</u>	\$ <u>294.28</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>294.28</u>

These taxes were assessed through clerical error as follows.

D057793694 2020 2020 0000 00
FAR 7800
Tag turned in
2020 Ford F150 SuperCrew TK

G02 County Tax	<u>262.47</u>
School Tax	_____
F19 Fire Tax	<u>31.81</u>
City Tax	_____
TOTAL \$	<u>294.28</u>

Mailing Address.

Sharon Shipp Herring
* 760 Murty Rd
* Clinton NC 28328

Yours very truly

* Sharon Herring
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

09633

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 Brandy Lei Blackburn in Franklin Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2020</u>	\$ <u>172.99</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>172.99</u>

These taxes were assessed through clerical error as follows.

0057352153 2020 2020 0000 00
JY4883
Tag turned in
2017 GMC Sierra K1500 SLT TK
Vehicle sold

G02 County Tax 157.70
School Tax _____
F09 Fire Tax 15.29
City Tax _____
TOTAL \$ 172.99

Mailing Address.

Brandy Lei Blackburn
194 Melvue Road
Hopewells NC 28444

Yours very truly

Brandy Lei Blackburn
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

09634

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 Reyna Elizabeth Menjivar Monje in North Clinton Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2020</u>	\$ <u>104.65</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>104.65</u>

These taxes were assessed through clerical error as follows.

0030377102 2020 2020 0000 00
XTP9655
Tag turned in, vehicle totalled

2015 Toyota Camry
4T1BF1FK0FU107892

602 County Tax	<u>80.69</u>
801 School Tax	<u>14.18</u>
F19 Fire Tax	<u>9.78</u>
City Tax	_____
TOTAL \$	<u>104.65</u>

Mailing Address.

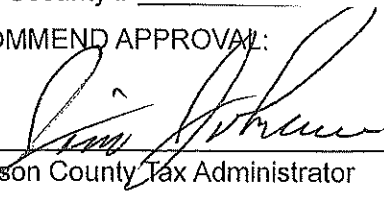
Reyna Elizabeth Menjivar Monje
126 wheat LN Clinton, NC
28328

Yours very truly

Reyna Elizabeth Menjivar
Taxpayer

Social Security # _____

RECOMMEND APPROVAL:


Sampson County Tax Administrator

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 2021-2022

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

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
40981390-519500	Professional services engineering	101,212.00	
40981390-559100	Paving	424,788.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
40981390-404000	State grant	526,000.00	


2. Reason(s) for the above request is/are as follows:
 To increase budget to pay for rehabilitation of apron. State funded.



 (Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 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 2021-2022

1. It is requested that the budget Various Departments be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
12551240-544000	Contract services	10,533.00	
12551230-526200	Dept supplies	480.00	
12551230-526201	Dept supplies equip	4,771.00	
12551230-555000	Capital outlay other	24,602.00	
11449500-529900	Miscellaneous	5,025.00	
11243200-554000	Capital outlay vehicle	29,862.00	
11243200-555000	Capital outlay other	26,916.00	
11243200-538100	Data processing programming	53,926.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
12535124-404000	State funds	10,533.00	
12535123-404000	State funds	29,853.00	
11039999-409800	Approp fund balance encumbrances	115,729.00	

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


To allocate funds for items order in FY 20-21, but not delivered prior to 6/30/2021.



 (Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval. ①

_____ 7/11, 20 21


 (County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval. ①

_____, 20____


 (County Manager & Budget Officer)

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

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.